



City of Bloomington Common Council

Legislative Packet

Containing legislative materials related to:

Wednesday, 04 June 2025

Regular Session at 6:30pm



CITY OF BLOOMINGTON COMMON COUNCIL

AGENDA AND NOTICE:
REGULAR SESSION
Wednesday | 6:30 PM
4 June 2025

*Council Chambers (#115), Showers Building, 401 N. Morton Street
The meeting may also be accessed at the following link:*

<https://bloomington.zoom.us/j/88329119358?pwd=CC7VcZ52Y41bkyQD7Au21zeYp4HbC3.1>

1. **ROLL CALL**
2. **AGENDA SUMMATION**
3. **MINUTES FOR APPROVAL - None**
4. **REPORTS** *(A maximum of twenty minutes is set aside for each part of this section).*
 - A. Councilmembers
 - B. The Mayor and City Offices
 - a. Environmental Commission Report
 - b. Planning and Transportation Report – UDO Update
 - c. Economic and Sustainable Development Report – Annual Tax Abatement
 - C. Council Committees – Report from Sidewalk Committee
 - D. Public*
5. **APPOINTMENTS TO BOARDS AND COMMISSIONS**
Memo from Clerk Bolden
6. **LEGISLATION FOR SECOND READINGS AND RESOLUTIONS**
 - A. Ordinance 2025-21 – Authorizing and Approving a Payment in Lieu of Taxes (“PILOT”) Agreement with Cambridge Square of Bloomington, LP
 - B. Ordinance 2025-22 – Authorizing and Approving a Payment in Lieu of Taxes (“PILOT”) Agreement with Henderson Court Housing, LP
 - C. Resolution 2025-09 – Authorizing the Allocation of the Jack Hopkins Social Services Program Funds for the Year 2025 and Related Matters
7. **ADDITIONAL PUBLIC COMMENT** * *A maximum of twenty-five minutes is set aside for this section.*
8. **COUNCIL SCHEDULE**

*Members of the public may speak on matters of community concern not listed on the agenda at one of the two public comment opportunities. Individuals may speak at one of these periods, but not both. Speakers are allowed up to three minutes.

Auxiliary aids are available upon request with adequate notice. To request an accommodation or for inquiries about accessibility, please call (812) 349-3409 or e-mail council@bloomington.in.gov.

Posted: May 29, 2025

9. ADJOURNMENT

Bloomington City Council meetings can be watched on the following websites:

- Community Action Television Services (CATS) – <https://catvstv.net>
 - YouTube – <https://youtube.com/@citybloomington>
- Background materials and packets are available at <https://bloomington.in.gov/council>

*Members of the public may speak on matters of community concern not listed on the agenda at one of the two public comment opportunities. Individuals may speak at one of these periods, but not both. Speakers are allowed up to three minutes.

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Posted: May 29, 2025

CITY OF BLOOMINGTON

2024 ENVIRONMENTAL COMMISSION



**CARRIE ALBRIGHT,
CHAIR**



**MATT CALDIE,,
VICE-CHAIR & TREASURER**



**ADAM MARTINEZ,
SECRETARY**



DAVID PARKHURST



MITCHELL OWENS



SHANNON GAYK



NADIA CAIN



KASIE CHAPPELL



ADAM FUDICKAR



**RACHAEL JOHNSON,
CITY LIAISON**



CITY OF BLOOMINGTON

ENVIRONMENTAL COMMISSION MISSION



The mission of the Environmental Commission (EC) is to promote the stewardship and preservation of the City's environment and natural resources by seeking out and responding to emerging issues, addressing them with sound long-term policy recommendations, and increasing local environmental awareness and engagement.

ENVIRONMENTAL COMMISSION

2024 PRIORITIES

- **Biodiversity Working Group**
 - Promote Habitat Connectivity Map at local events & gatherings
 - Extend focus to pollinators and native plants
 - Create, update, and collect additional educational materials
- **Outreach Programs and Activities**
 - Continue existing efforts (Eco-Heroes, BugFest, Weed Wrangle, etc.)
 - Engage with other organizations in the City, community, and the university in overlapping interests
 - Support and drive momentum for the City of Bloomington Climate Action Plan
 - Increase presence in local media (newspaper, radio, IU campus) when sharing reports, activities and events, and locally relevant information

ENVIRONMENTAL COMMISSION

2024 PRIORITIES

- Biodiversity Working Group
 - Continue to promote Habitat Connectivity Map while taking steps to improve its functionality and user experience
 - Extend focus to pollinators and native plants
 - Create, update, and collect additional educational materials

<https://bloomington.in.gov/boards/environment/habitat-connectivity>

ENVIRONMENTAL COMMISSION

2024 PRIORITIES

- Outreach Programs and Activities
 - BugFest
 - Grandview STEM Night
 - Eco-Heroes



2024 ECO-HEROES ART CONTEST

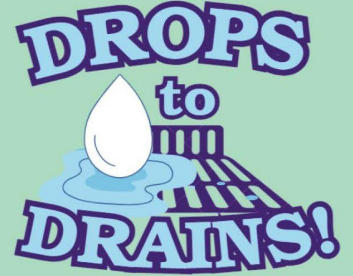
- 30 submissions
- 20 sponsors
- Art, videos, songs, essays, and poems

City of Bloomington
**ENVIRONMENTAL
COMMISSION**

*Presents the
12th Annual*

Eco-Heroes
Art Contest!

2024 Theme



<https://bloomington.in.gov/boards/environment/eco-heroes-contest>

ENVIRONMENTAL COMMISSION

2024 PRIORITIES

- Outreach Programs and Activities
 - Engage with other organizations in the City, community, and the university in overlapping interests
 - Pursuit of Bee City launched
 - Advocating for educational urban farm variance
 - Support for local organization supporting sustainable practices in Bloomington
 - Summit advisory efforts

ENVIRONMENTAL COMMISSION

2024 PRIORITIES

- Outreach Programs and Activities
 - Support and drive momentum for the City of Bloomington Climate Action Plan
 - Reviewed, presented questions for, and suggestions for the Climate Action Plan
 - Coordinated locations and installation of air quality sensors to collect PM data
 - Continue engaging with ESD to explore, propose questions, and promote Climate Dashboard

ENVIRONMENTAL COMMISSION

2024 PRIORITIES

- Outreach Programs and Activities
 - Local interviews:
 - WFHB Activate!
 - WFHB Public Service Announcement
 - Interview with The 812 Podcast
 - B Square article sourced at May 2024 EC meeting
 - Submitted Op Ed on House Bills 1108 and 1383

ENVIRONMENTAL COMMISSION

LONG-TERM PRIORITIES (3-5 YRS)

- **Internal structure and communication**
 - Revisit active working groups, establish social media strategy, improve Commissioner onboarding process
- **Supporting activities and communications**
 - Establish workshop or training by or for EC members, connecting skills, the community, and the Bloomington environment
 - Publish Water Quality report for City of Bloomington
 - Conduct or support stream inventory to inform riparian buffer UDO standards
 - Pursue city certifications that promote commitment to Bloomington's environmental quality
 - Seek out funding to support environmental activities or resources for Bloomington

ENVIRONMENTAL COMMISSION

2025 GOALS

- Launch revised onboarding process for new commission members (Admin)
- Establishing water quality contacts for data and priority setting (Water Quality)
- Continue progress on UDO riparian buffer measurement (Water Quality)
- Generate social media strategy and seasonal content ideas (Admin)
- Establishing an avenue for the public to bring environmental concerns to the EC's attention (Admin)
- Release updated Habitat Connectivity Map (Biodiversity)
- Gathering information on light pollution in the city and ways to positively impact (Light Pollution)
- Collaborate on Bee City/Campus Certification (Biodiversity)
- Collaborating with the Clean Team to support IDEM clean community programming (Water Quality)
- Work with the Planning Department (ECPC) on relevant projects
- Updating the EC website with a wide range of environment-related resources (Admin)
- Hosting a 2025 Eco-Heroes contest (Eco-Heroes)

ENVIRONMENTAL COMMISSION

WHAT IS GOING WELL FOR THE ENVIRONMENTAL COMMISSION?

- ★ Communication and collaboration across partners
- ★ Enthusiasm for long-term projects and initiatives
- ★ Positive response from Bloomington residents
- ★ Active in the Bloomington community (tabling, etc.)

WHAT ARE OUR CHALLENGES FOR 2025?

- ★ Complex and inefficient changes to communication
- ★ General engagement during challenging times
- ★ Vacancies
- ★ Changing legislation at the State and Federal level and our role in impacting those changes

ENVIRONMENTAL COMMISSION

HOW CAN YOU HELP?

- **Processes**
 - The speed of the commissioner interview process impacts our commissioner count. We always appreciate expediency.
 - Understanding and communicating the process when Council approval or input is needed.
- **Upcoming initiatives**
 - Bee City USA
 - Dark Sky Place
- **Improve communication**
 - Propose commissioner emails to adhere to Open Door Laws
- **Open invitation to bring YOUR environmental questions to our meetings**

CITY OF BLOOMINGTON

2025 ENVIRONMENTAL COMMISSION



**CARRIE ALBRIGHT,
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CITY LIAISON**

City of Bloomington
Environmental Commission

The mission of the Environmental Commission (EC) is to promote the stewardship and preservation of the City's environment and natural resources by seeking out and responding to emerging issues, addressing them with sound long-term policy recommendations, and increasing local environmental awareness and engagement.

DATE: May 23, 2025
TO: Mayor Kerry Thomson
Bloomington Common Council
Director David Hittle, Planning and Transportation
FROM: Chair - Carrie Albright, on behalf of the Environmental Commission
RE: 2024 Annual Report, Bloomington Environmental Commission

MEMBERSHIP:

Active: Carrie Albright (Chair), Matt Caldie (Vice-Chair/Treasurer), Adam Martinez (Secretary), Rachael Johnson (staff liaison, ex-officio), David Parkhurst, Mitchell Owens, Shannon Gayk, Nadia Cain, Kasie Chappell, Adam Fudickar

Transitioned Off/Resigned in 2024: Linda Thompson, Mike Litwin, Megan Murphy, Karenna Tankersley, Megan Bankowski, Gabby Robles, Connor Wright

2025 Interns/Fellows: Fiona Kilgore

EXECUTIVE SUMMARY

In 2024 the Environmental Commission (EC) focused on outreach programs and activities in the community and further improvements to the Habitat Connectivity Plan. We tackled existing projects as well as new (or previously paused) initiatives. Among the top accomplishments were the annual Eco-Heroes Art Contest, increased public engagement and visibility, and new initiatives that have since gained momentum in 2025.

GOALS

During the first meeting of 2024, the Environmental Commission held a “bucket list” meeting, where members discussed environmental initiatives to consider for the coming year. The members discussed the merits of each proposed idea and then voted on the top priorities. These

topics typically become the main focus for the EC throughout the year. Starting in February, the Commission proceeds to produce action items for these goals.

In 2024, the Environmental Commission's top bucket list items were:

Biodiversity Working Group

Promote Habitat Connectivity Map at local events & gatherings

Extend focus to pollinators and native plants

Create, update, and collect additional educational materials

Outreach Programs and Activities

Continue community efforts (Eco-Heroes, BugFest, Weed Wrangle, etc.)

Engage with other organizations in the City, community, and the university in overlapping interests

Support and drive momentum for the City of Bloomington Climate Action Plan

Increase presence in local media (newspaper, radio, IU campus)

MEMBERSHIP

The EC concluded 2024 with three vacancies, due to resignations for personal reasons, to be filled by both the Bloomington Common Council and Mayor Kerry Thomson. Our current membership is comprised of scientists, educators, university students and faculty, and environmental policy hobbyists.

COMMISSION PROJECTS

Unified Development Ordinance

In the interest of benefiting the community as a whole, the Environmental Commission continued its 2023 work of submitting revision recommendations to the Unified Development Ordinance (UDO) to the city staff, the Common Council, and the Plan Commission. Our membership read the various modules and drafts of the UDO and then held working sessions wherein members proposed, debated, and considered amendments to the documents.

Eco-Heroes Art Contest

Each year, the EC hosts the Eco-Heroes Art Contest, which encourages students and residents to think environmentally through a creative expression. The EC appeals to local K–12 schools (including homeschools) to incorporate environmental education in a fun, artistic way. Adult members of the public are also invited to participate in our 18+ category.

For the 12th annual Eco-Heroes Art Contest, the theme was “Drops to Drains: Eco-Heroes Working with the City on Stormwater Strains!” which received over 30 submissions. The awards ceremony was held at Bloomington’s Earth Day celebration event at Switchyard Park. During the ceremony, Mayor Thomson awarded the winners of the contest with their prizes. Our Commission intern and staff liaison helped gather 20 sponsors for prize bags for the participants.

Environmental Commission Outreach

New and renewed outreach was a priority in 2024. Outreach ideas included a renewed the EC’s use of social media, tabling at IU Bug Fest and Grandview Elementary’s STEM Night, and becoming more visible to the public. In 2024, the Chair and Vice Chair were interviewed by WFHB’s Activate! which led to a feature and evergreen PSA. The Chair was also interviewed by local podcast, The 812.

INTERN PROJECTS

The Environmental Commission hosted Graduate Research Fellow, Alauna Keeley through April of 2024. Alauna contributed to work behind the scenes on events, data analysis, and City projects concerning the environment. On multiple occasions in 2024, Alauna volunteered to take minutes for the EC, submitting both minutes and memos to the City website.

Moving into 2025, the intern will no longer contribute to the Environmental Commission, instead prioritizing projects within the Planning and Transportation Department.

Eco-Heroes Art Contest

Alauna assisted Linda Thompson, our staff liaison, in putting on Eco-Heroes, which included outreach to local schools/teachers for participants, local businesses for prize sponsorships, and arranging logistics for the day of the event. Commissioners attended and represented the EC at tables featuring the winning entries as well as the EC’s usual educational materials.

WORKING GROUPS

ECPC (Environmental Commission Planning Committee)

The Environmental Commission Planning Committee meets as needed to address environmentally relevant petitions that come before the Plan Commission and the Board of Zoning Appeals. Along with our staff liaison, Linda Thompson, members of this Committee review the petitions and environmental surroundings of the parcel in question. The ECPC then produces a memo outlining our concerns/wishes for the parcel. In 2024, one memo was sent to

the Plan Commission, and one memo was sent to the City Council. Moving into 2025, the ECPC subcommittee anticipates less involvement in this aspect of our role.

Biodiversity Working Group

The Bloomington Habitat Connectivity Plan, an initiative of the Biodiversity Working Group started in 2020, was determined to be a top priority for 2024. Before the working group could promote and further implement the Habitat Connectivity Plan, the existing database and resources needed to be updated. As time permitted, the subcommittee used 2024 to assess the functionality and changes needed in the Habitat Connectivity Map. Although this continues to be a highly valued deliverable, the 2024 year spent less effort distributing the HCP and more focus on how we might improve it for long-lasting community engagement.

Water Quality Working Group

The Water Quality Working Group was resurrected in late 2023 to assess local storm, drinking, and general water quality. In 2024, this subcommittee gathered to discuss the status of stormwater in Bloomington, active ordinances as updated by the Bloomington Utilities' MS4 Program Coordinator, and a renewed focus on the EC's role in supporting implementation and enforcement. Because of IDEM's report reflecting poor water quality, this subcommittee will prioritize a Clear Creek water monitoring citizen science project over the next 3–5 years.

Guest Presentations

The Commission's dedication to lifelong learning includes occasional guest appearances or presentations on subjects of interest.

January 2024	Representatives from both Bloomington Commission on Sustainability and the Tree Commission	Interest in collaborating on overlapping areas of interest
February 2024	Representatives of the Summit Development project	Discussion of the environmental impacts of this new development
February 2024	Jacqueline Scanlan Assistant Director, Planning and Transportation	UDO recommendations as provided by the EC
June 2024	Shawn Miya Assistant Director of Sustainability	Bloomington's Climate Action Plan and Dashboard

Liaison with other Commissions and Committees

To allow the EC to focus on the work of the City as a whole, the membership of the EC attends various other meetings to gather information and, when asked, to provide input.

1. Bloomington Tree Commission	David Parkhurst
2. Environmental Resources Advisory Council	David Parkhurst
4. Bloomington Commission on Sustainability	Matt Caldie
5. Friends of Lake Monroe	David Parkhurst
6. MC-IRIS	Linda Thompson

Thank you for your continued support of the Environmental Commission and all it does to serve the future of Bloomington. We look forward to our continued work in 2025.

Respectfully submitted,

Carrie A. Albright
Chair, Bloomington Environmental Commission



City of Bloomington Indiana

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MEMO FROM COUNCIL OFFICE:

To: Members of the Common Council

From: Lisa Lehner, Council Administrator / Attorney

Date: May 30, 2025

Re: Economic and Sustainable Development Annual Tax Abatement Report

Summary

Each year, the Common Council receives the Annual Tax Abatement Report, which evaluates the compliance of recipients of tax abatements granted by the City. This year, the report will be presented by Andrea de la Rosa, Assistant Director of Small Business Development, and Jane Kupersmith, Director of Economic and Sustainable Development. The report provides information regarding the annual Compliance with Statement of Benefits forms (CF-1 forms) submitted by recipients and includes an analysis of all currently active abatements.

Per Indiana Code, the Council is responsible for receiving these CF-1 forms as the “designating body” and then taking appropriate action, which may include rescinding an abatement if a recipient is found to be noncompliant. At the June 4, 2025 Council meeting, the Council, as a body, will receive the CF-1 forms and the Annual Report. The receipt of information during the June 4, 2025 meeting will trigger the process and timelines described below.

Relevant Materials

- 2025 Bloomington Abatement Presentation
- Staff Memo Re: 2024 Economic Development Commission Abatement and Annual Activity Report
- CF-1 Forms - Compliance with Statement of Benefits Real Estate Improvements (Southern Knoll, LP; Union at Crescent, LP; Union Development of Bloomington GP, LLC; New Urban Station, LLC; Woolery Mill Ventures LLC; Catalent Indiana, LLC; Retreat at Switchyard, LP)

Related State Law

[IC 6-1.1-12.1](#) et seq. outlines the kinds of investments in real and personal property that may be eligible for tax abatements and the related process after granting the tax abatement. [IC § 6-1.1-12.1-5.1](#) established the property owner’s obligation to file the Compliance with Statement of Benefits form and provides the standards for evaluating whether recipient has met its commitments. [IC § 6-1.1-12.1-5.9](#) describes the “Noncompliance with the Statement of Benefit” process.



Tax Abatements

Tax abatements are a reduction of tax liability on real or personal property that applies to increased assessed valuation due to new investment. The Council has adopted tax Abatement Program General Standards, most recently updated by [Resolution 21-06](#). These standards supplement the requirements outlined in [IC 6-1.1-12.1-2](#) and attach to those projects approved after the local standards went into effect.

Prior to awarding a tax abatement, the Council, upon recommendation of the Economic Development Commission, must make a determination that the site would not develop under normal market conditions and designate the area an Economic Revitalization Area (ERA) and/or, for certain uses, an Economic Development Target Area (EDTA) in [IC 6-1.1-12.1-2.5](#). Although this is a prediction and, therefore, a difficult determination to make, it serves as a check on the awarding of an abatement by providing an initial focus on the nature of the site and whether this tax break is needed to encourage the investments at that location.

Under [IC 6-1.1-12.1-17](#), for real property abatements, the period of abatement may run from 1 to 10 years and the amount of the abatement is generally determined by a sliding scale which runs from 100% to 0% over the period of abatement. For personal business property, the Council has discretion to grant up to either a ten-year abatement schedule or up to a twenty-year enhanced abatement schedule. All tax abatements must be accompanied by a schedule that specifies the percentage for each year of the abatement.

Based on phased-in assessed valuation rates governed by State law, the Bloomington Economic Development Commission recommends a term of abatement for each project, which requires Council authorization. With respect to abatements on new construction and on personal property, the Council may also choose to limit the dollar amount of the deduction.

Guidelines for Granting a Tax Abatement

Tax abatements are governed by both State statute and local rules. In March 2021, the City last revised its local tax abatement guidelines, which are included herein and available online ([Tax Abatement Program: General Standards](#)). These standards supplement the requirements outlined in State law and attach to those projects approved after the Local Standards went into effect.

Upon determining that a site is distressed per an ERA designation, State statute and Local General Standards require the Council to find that the benefits asserted by the petitioner are reasonable and probable and justify, in totality, the granting of the abatement. According to [IC 6-1.1-12.1-4.5](#), those benefits are set forth in a Statement of Benefits and include the estimated cost of the project, number of persons employed, and payroll, along with any locally-identified benefits.



Standard of Review

Under [IC 6-1.1-12.1-5.9](#), the Council as the designating body is responsible for reviewing CF-1 forms submitted by property owners who have received tax abatements. This statutory review ensures that each property owner has met the commitments outlined in their Statement of Benefits, which was approved at the time the abatement was granted. If the Council determines that a property owner is not in substantial compliance, and that the failure was not due to factors beyond the owner's control, it must issue a written notice of noncompliance and schedule a public hearing to formally evaluate whether the abatement deduction should be terminated. The decision to terminate the tax deduction should be made only if the Council concludes that the taxpayer has not made reasonable efforts to meet its commitments and was not prevented from complying with the terms of the abatement due to factors beyond its control.

The Reviewing Timeline

[IC 6-1.1-12.1-5.9](#) provides that the Council (as the designating body) must, no later than 45 days after receiving the CF-1 form, determine whether the property owner has substantially complied with the commitments outlined in the approved Statement of Benefits. The applicable timeline is outlined below.

1. Receipt of CF-1 Forms.

The Council's receipt of the CF-1 forms during its June 4, 2025 meeting triggers the 45-day period for compliance review. Under Indiana's Open Door Law, a "meeting" is any gathering of a majority of a governing body to take official action, including receiving information or deliberating on public business. [IC § 5-14-1.5-2\(c\)](#); *Board of County Comm'rs v. Tinkham*, 491 N.E.2d 578, 580. Accordingly, the Council is deemed to receive the CF-1 forms at its June 4, 2025 meeting.

2. The 45-Day Review Period.

During this period, the Council as a body must meet to evaluate whether the property owner has substantially complied with the commitments outlined in the Statement of Benefits filed at the time of the original tax abatement approval. The Council must also determine whether any failure to comply was due to circumstances beyond the property owner's control. It's anticipated that this evaluation would occur during its regular session on July 16, 2025.

3. Noncompliance Finding and Notice Requirement.

If the Council as a body finds a property owner to be noncompliant, it must issue a written notice to the recipient. During its meeting on July 16, 2025, the Council could make any such findings and direct such notice. This notice must include:

- a. A statement of reasons for the noncompliance finding.
- b. Notice of a hearing, specifying the date, time, and location. The hearing must occur within 30 days of the date the notice is mailed to the abatement.

4. Public Hearing Within 30 Days of Notice. If inclined, any hearing would be scheduled after the July 16, 2025 meeting and within the 30 day timeframe.

- a. Purpose: To allow the property owner to respond and present evidence in support of their compliance.



City of Bloomington Indiana

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- b. Council Action: Following the hearing, the Council must reevaluate the owner's compliance efforts and determine whether any shortfall was outside the owner's control. If the Council affirms noncompliance, it must adopt a resolution terminating the abatement.

Conclusion

In conclusion, the Council's final determination must follow the statutory procedure outlined in [IC 6-1.1-12.1-5.9](#). The CF-1 forms will be received by the Council at the June 4, 2025 meeting. The Council's review is expected to take place at the July 16, 2025 meeting, which falls within this statutory window and provides an appropriate opportunity to make any necessary decisions regarding compliance. If necessary, a hearing would be held after July 16, 2025.

Contact

Lisa Lehner, Council Administrator / Attorney,
lisa.lehner@bloomington.in.gov , (812)349-3562

To: City of Bloomington Common Council
From: Andrea de la Rosa, Asst. Director of Small Business Development
812.349.3419, de.delarosa@bloomington.in.gov;
Jane Kupersmith, Director of Economic & Sustainable Development
812.349.3477, jane.kupersmith@bloomington.in.gov

Cc: Gretchen Knapp, Deputy Mayor
Lisa Lehner, City Council Administrator/Attorney
Audrey Brittingham, City Attorney
Kurt Zorn, President, Economic Development Commission

Date: May 28, 2025
Re: 2024 Economic Development Commission Abatement and Annual Activity Report

Executive Summary

The 2024 Summary of Abatement Activity presentation analyzes each of the active tax abatements issued by the City based on the annual compliance (CF-1) filings, which abatement recipients must file with the City and County. At the meeting today, ESD staff will present an overview of the abatements, and Council will take the action of formally receiving the CF-1 forms. The Council will meet on July 16 to review the filings and make a determination of substantial compliance, or noncompliance.

Background

The Economic Development Commission (EDC) reviewed and approved this report on May 20, 2025. Staff recommends a finding of compliance or substantial compliance six of the City's seven abatements. Staff recommends a finding of "not substantially compliant" for one abatement (Union at Crescent). Per IN Code § 6-1.1-12.1-5.9, if the Common Council determines that the Union at Crescent has not substantially complied and that that failure was not caused by circumstances outside the filer's control, the Council shall mail written notice to the filer with notice of a hearing within 30 days of the letter. At the hearing, the filer is able to present additional information relating to the abatement before Council makes a final determination.

If council members are interested in the report's history of any particular tax abatement or have any other questions, please contact council staff or Assistant Director Andrea de la Rosa.

Economic Development Commission (EDC)

The Bloomington Economic Development Commission consists of the following members:

- Kurt Zorn, President, mayoral appointment
- Isak Ntsi Asare, Vice President, Bloomington Common Council Representative
- Vanessa McClary, Secretary, mayoral appointment
- Liz Feitl, County Council Representative
- Tim Henke, mayoral appointment

City of Bloomington staff who support the Commission are:

- Jane Kupersmith, Director of Economic & Sustainable Development
- De de la Rosa, Assistant Director, Small Business Development
- Audrey Brittingham, City Attorney

In addition to the statutory responsibilities, duties, power, and authorities set out by Indiana Code 36-7-12, the EDC makes recommendations to the Bloomington Common Council regarding applications for tax abatement and certain

other economic development incentives.

Tax Abatements

Tax abatements are a reduction of tax liability on real or personal property that applies to increased assessed valuation due to new investment. The kinds of investments in real and personal property that may be eligible for tax abatements are primarily found in I.C. § 6-1.1-12.1-0.3, et seq., which, along with the ones typically authorized by the City, also include ones for distressed residential properties and vacant buildings. Bloomington's Tax Abatement Program General Standards supplement the requirements outlined in state statute.

Before issuing a tax abatement, the Common Council must designate an Economic Revitalization Area (ERA) or an Economic Development Target Area (EDTA). Upon establishing the ERA or EDTA, and determining that the benefits asserted by the petitioner are reasonable and probable, the Common Council may issue the abatement. Benefits of the abatement are outlined in a Statement of Benefits (SB-1) and include the estimated cost of the project, the number of persons employed, and related wage information.

For real property abatements, the period of abatement may run from 1 to 10 years, and the abatement amount is a sliding scale that runs from 100% to 0% over the period of abatement. For personal property, the Council has discretion to grant either a ten-year abatement schedule or a twenty-year enhanced abatement schedule. All tax abatements must be accompanied by a schedule that specifies the percentage for each year of the abatement, as indicated in I.C. §§ 6-1.1-12.1-17, -18.

Annual Review and Compliance

The Common Council reviews active abatement projects under a statutory process that focuses on the CF-1s, which compare benefits committed to by the applicant in the Statement of Benefits (SB-1) with the actual benefits delivered by the project. Reviewing the CF-1s (available upon request), the Common Council determines whether the projects are in "substantial compliance" with the commitments made when the abatement was granted. If the Council determines that a recipient of an abatement may not be in "substantial compliance" and that the failure to substantially comply was not caused by factors beyond the control of the abatement recipient (such as natural disaster or declines in demand for the recipient's products or services), it has 45 days from the receipt of the CF-1 to mail a written notice of the finding to the abatement recipient.

The written notice must include an explanation of the Council's determination, and the date, time, and place of a hearing to be conducted by the Council to further consider the recipient's compliance. The hearing must occur within 30 days of the date the notice is mailed to the abatement recipient, which could result in the termination of the deduction. The decision to terminate the tax deduction should be made only if the Council concludes that the taxpayer has not made reasonable efforts to meet its commitments and was not prevented from complying with the terms of the abatement due to factors beyond its control.

Fiscal Impact

Approval of the tax abatement compliance report does not impact the City's budget.

Recommendation

ESD staff recommend finding compliance and substantial compliance for all projects included in this year's report, with the exception of Union at Crescent, for which it recommends consideration of a finding of noncompliance.

Economic Development Commission

2024 Tax Abatement Compliance

Economic Development
Commission
(May 20, 2025)

Andrea de la Rosa

Assistant Director, Small Business Development
de.delarosa@bloomington.in.gov

Common Council
(June 4, 2025)

Jane Kupersmith

Director of Economic & Sustainable Development
jane.kupersmith@bloomington.in.gov

Agenda

- **Summary of Tax Abatement Program**
 - Evaluative Criteria and Process
 - Compliance Review Process
- **Economic Impact of Tax Abatements**
 - Residential Abatements - Project Details
 - Mixed Use - Review Project Details
 - Commercial Abatements - Project Details
 - Pending Abatements - Project Details
- **Review of Active PILOTs**

Summary of Tax Abatements - What is a Tax Abatement?

- Temporary reduction property tax liability
- Encourages investment and development in targeted areas
- May apply to:
 - Real property (buildings, land improvements)
 - Personal property (machinery, equipment)
- Applies only to the increase in assessed value

Summary of Tax Abatements - Eligibility

- For a project to be eligible for tax abatement, the area in which it is located must be designated as an Economic Revitalization Area (ERA) or Economic Development Target Area (EDTA).
- An area must have “become undesirable for or impossible of, normal development and occupancy” because of such factors as “a lack of development, cessation of growth, deterioration of improvements or character of occupancy, age, obsolescence, substandard buildings, or other factors which have impaired values or prevent a normal development of property or use of property,” in order to become designated as an ERA. (I.C. § 6-1.1-12.1-1)

Summary of Tax Abatements - How they work

- **Phasing-in of new property taxes**
 - All or part of new assessed value exempted from paying property tax
- **Terms from 1 to 10 years (up to 20 years for Personal Property)**
 - Sliding scale from 100% to 0% exemption on the new AV;
 - Designating body may provide an “alternative deduction schedule” (IC 6-1.1-12.1-17)

Evaluative Criteria and Application Process

Authorization Process

- ESD Department
 - Receives Application and Statements of Benefits (IN Form SB-1)
 - Recommendation to EDC
- EDC recommendation to Common Council
 - Economic Revitalization Area
 - Economic Development Target Area, if appropriate
 - Abatement term and schedule
- Common Council
 - Designating resolution
 - Public hearing and confirmatory resolution

Evaluative Criteria and Application Process

- SB-1 sets the baseline for:
 - Assessed value
 - Employment
 - Investment amount
 - Job & wage projections
- Criteria considered during application process:
 - Creation of full-time jobs or increase in wages
 - Creation of Affordable Housing
 - Quality of Life and Sustainability
 - Community Service
 - Community Character (Art, local business, historic preservation)

Compliance Review Process

Roles & Responsibilities in Tax Abatement Approvals

- Staff reviews
- EDC Recommends
- Common Council authorizes
- County administers

City of Bloomington General Standards

- Creation of capital investment as an enhancement to the tax base and
 - Significantly increases the amount of full-time, permanent, living-wage jobs;
 - Significantly increases existing wages; or
 - Creates affordable housing units.

Compliance Review Process

Annual Reporting

- Taxpayer submits annual compliance form (IN Form CF-1)
 - CF-1 is filed with County Auditor for deduction administration
 - CF-1 is filed with City Clerk for reporting to Common Council
 - ESD staff compares SB-1 commitments to CF-1 results
- ESD staff works with HAND and other departments to verify compliance with other evaluative criteria
- ESD recommends findings to EDC:
 - Compliance
 - Substantial compliance
 - Noncompliance

Compliance Review Process

- EDC forwards report to Council for final action
- Council may approve report or individual abatements as compliant or substantially compliant, or
- Council may request hearing for additional information if they wish to consider a finding of noncompliance.

If the designating body determines that the property owner has not substantially complied with the statement of benefits and that the failure to substantially comply was not caused by factors beyond the control of the property owner (such as declines in demand for the property owner's products or services), the designating body shall mail a written notice to the property owner. 6-1.1-12.1-5.9

Economic Impact of Tax Abatements

New real and personal property investment

	Proposed Investment (SB-1)	Actual Investment (CF-1)	AV before Project (SB-1)	Actual Assessed Value * (CF-1)
Mixed Use	\$11,500,000	\$11,500,000	\$346,900**	\$14,761,100
Commercial RE	\$56,000,000	\$4,306,645	\$58,204,800	\$171,052,900
Commercial PP	\$450,000,000	\$208,750,876	\$99,376,790	\$60,690,511
Residential	\$21,246,130	\$2,881,875	\$535,700	\$1,008,320
Total	\$535,746,130	\$227,439,444	\$157,117,290	\$247,512,831

**22-06 PP is still in progress and represents \$340M of the SB-1 Commercial Personal Property.*

*** Not reported on CF-1.*

Economic Impact of Tax Abatements

	New and Retained Jobs		New and Retained Salaries	
	SB1 Planned	CF1 Actual	SB1 Planned	CF1 Actual
Southern Knoll/ Milestone Ventures	2	2	\$21,632	\$44,815
Union at Crescent	5	4	\$135,000	\$260,320
Urban Station	5	4	\$256,256	150,000
Woolery Mill Ventures, LLC	45	60	762,000	990,000
Group Total	57	70	\$1,174,888	\$1,184,815
	Avg. Planned New & Retained Salary \$20,612		Actual Avg. New & Retained Salary \$17,952	
Catalent Indiana, LLC (Formerly Cook Pharmica) 15-06, 19-04, & 22-06 Consolidated (RP & PP)	4,212	\$262,828,800	1,811	\$157,344,012
	Avg. Planned New & Retained Salary \$62,400		Actual Avg. New & Retained Salary \$86,882	

- Excludes temporary jobs and corresponding salaries from construction.
- Excludes unknown salary information from some businesses leasing space in mixed-use developments, and commissions/benefits.

Economic Impact of Tax Abatements–Housing

	Avg % AMI	Required by Resolution - # of Units	2024 Total AH Units	2024 Total Occupied AH Units
New Urban Station	28.57%	15 Bedrooms (10 Units)	17 bedrooms (11 Units)	17 bedrooms (113%) (11 Units)
Southern Knoll	52%	31 units	31 units	27 units (87%)
Union at Crescent	19%	102 units	117 units	43 units (42%)

Southern Knoll / Milestone Ventures *1105 W 3rd St / Resolution 18-09; 18-10*



Southern Knoll / Milestone Ventures

1107 W 3rd St / Resolution 18-09; 18-10

Property Description: A 31-unit 2-story affordable housing complex.

Public Benefits:

- 31 units affordable to households at or below 80% AMI with 87% occupancy
- 75% of units or 24 units affordable to households at or below 60% AMI with 92% occupancy
- 7 units set aside as permanent supportive housing.
- 7 units will be set-aside for persons with intellectual or developmental disabilities.

Development Status: Real estate improvements are complete.

Staff Recommendation: Substantially Compliant with tax abatement commitments.

Residential

Southern Knoll / Milestone Ventures

1107 W 3rd St / Resolution 18-09; 18-10

Abatement Type:		Real Property (Affordable Housing)	
Abatement Length, Rate:		10-year, 98% (Year 6 of Abatement)	
	Commitment (SB-1)	Compliance (CF-1)	Staff Evaluation
New RE Investment:	\$4,000,897	\$4,417,937	Compliant
New Employment:	2	2	Compliant
New Salaries:	\$21,632	\$44,815	Compliant
Assessed Value:	\$1,033,096	\$1,346,100	N/A
Units at <80% AMI:	31	31 (87% Occupancy)	Substantially Compliant
Units at <60% AMI:	24	24 (92% Occupancy)	Substantially Compliant

Residential

Union at Crescent *N. Crescent Road / Resolution 17-30*



Union at Crescent

N. Crescent Road / Resolution 17-30

Property Description: A 146-unit, 5-story, multi-family, mixed affordable and market rate housing development within four attached buildings.

Public Benefits:

- No fewer than 102 units allocated to households with incomes at or below 60% of the AMI

Development Status:

- Original real estate improvements are complete.
- Currently 43 units occupied with an average AMI of 19%
- No vacancy reported in AH units in 2023 report
- Ownership has changed to The Annex Group
- Letter states that Annex Group is in process of implementing a turnaround strategy
- Improvements will be complete by Sept/Oct of 2025
- Goal of at least 102 affordable units restored by Oct/Nov 2025

Staff Recommendation: Noncompliant with tax abatement commitments.

Residential

Union at Crescent

N. Crescent Road / Resolution 17-30

Abatement Type:		Real Property (Affordable Housing)	
Abatement Length, Rate:		10-year, 100% (Year 6 of Abatement)	
	Commitment (SB-1)	Compliance (CF-1)	Staff Evaluation
New RE Investment:	\$17,245,233	\$24,473,938	Compliant
New Employment:	5	4	Substantially Compliant
New Salaries:	\$135,200 (\$13/hr)	\$260,320 (\$31/hr)	Compliant
Assessed Value:	\$9,927,900	\$8,737,100	N/A
Housing Units <60%AMI	102	102 (64% Occupancy)	Noncompliant

Mixed Use

Urban Station

401 S. Washington St. / 403 S Walnut St. / Resolution 16-11 & 16-12



Mixed Use

Urban Station

401 S. Washington St. / 403 S Walnut St. / Resolution 16-11 & 16-12

Property Description: A 4-story, mixed-use building with 7,000 sq ft of commercial space and 148 bedrooms.

Public Benefits:

- No fewer than 15 bedrooms will be allocated to households with incomes at or below 80% of the AMI
- Rent for the affordable units may not exceed 85% of the market rate
- Affordability duration of 99 years.

Development Status: Real estate improvements are complete.

Staff Recommendation: Substantially Compliant with tax abatement commitments.

Mixed Use

Urban Station 401 S. Washington Street / Resolution 16-12

Abatement Type:	Real Property (Affordable Housing)
Abatement Length, Rate:	10-year, 20% (Year 8 of Abatement)

	Commitment (SB-1)	Compliance (CF-1)	Staff Evaluation
New RE Investment:	\$11,500,000	\$14,500,000	Compliant
Retained Employment:	10	4	Substantially Compliant
Retained Salaries:	\$256,256 (\$12.32/hr)	\$150,000 (\$18.03/hr)	Substantially Compliant
New Employment:	5	2	Substantially Compliant
New Salaries:	\$384,384 (\$15.86/hr)	\$64,480 (\$15.50/hr)	Substantially Compliant
Assessed Value:	\$346,900	\$16,505,200	N/A
Units at <80% AMI	15 bedrooms/10 units	17 bedrooms/11 units (113% Occupancy)	Compliant

Woolery Mill Ventures, LLC

Property at 2550 S Breaking A Way / Resolutions 04-01; 13-14



Woolery Mill Ventures, LLC

2550 S Breaking A Way / Resolution: 04-01; 13-14

Property Description: Renovation and reactivation of historic limestone mill.

Public Benefits:

- Renovation of an abandoned limestone mill into a mixed use facility (original abatement forecasted 42 apts/condos, 55-room hotel, recreational amenities, event space)
- Rehabilitation to the historic standards of the Secretary of Interior.

Development Status: Woolery Ventures completed Phase I (event space) in May 2019. They have met their investment and construction timeline for Phase I requirements. The property owners continue to work to develop Phase II (condo/hotel) but have been significantly delayed given a variety of market pressures.

Staff Recommendation: Substantially Compliant with tax abatement commitments.

Commercial

Woolery Mill Ventures, LLC

Property at 2550 S breaking A Way / Resolution: 04-01; 13-14

Abatement Type:	Real Property
Abatement Length, Rate:	10-year, 50% (Year 6 of Abatement)

	Commitment (SB-1)	Compliance (CF-1)	Staff Evaluation
New RE Investment:	\$6,000,000	\$4,306,645	Substantially Compliant
New Employment:	45	60	Compliant
New Salaries:	\$762,000	\$990,000 (PT - \$15/hr.) (FT - \$20/hr.)	Compliant
Assessed Value:	\$4,200,000	\$3,091,800	N/A

Catalent Indiana, LLC (Formerly Cook Pharmica)

1300 S Patterson Drive / Resolution 15-06, 19-04, 22-06



Catalent Indiana, LLC (Formerly Cook Pharmica)

1300 S Patterson Drive / Resolution 15-06, 19-04, 22-06

- Multiple tax abatements covering separate expansion phases and employee growth projections
- Initial abatement with Cook Pharmica, assumed by Catalent Indiana as part of its acquisition
- Real and Personal Property abatements have distinct phases
- Employee growth is blended in Catalent's CF-1's
- CF-1 data reflects total annual payroll and year-end headcount.
- Projected job growth significantly exceeds commitments

Staff Recommendation: 15-04 and 19-06: Compliant with tax abatement commitments.
22-06: Substantially compliant with tax abatement commitments.

Commercial

Catalent Indiana, LLC (Formerly Cook Pharmica)

1300 S Patterson Drive / Resolution 15-06

Property Description: Investment in building improvements, machinery and equipment in order to expand its capacity to formulate, fill and finish (package) vials and syringes.

Abatement Type:	Personal Property
Abatement Length, Rate:	10-year, 70% (Year 7 of Abatement)

	Commitment (SB-1)	Compliance (CF-1)	Staff Evaluation
New PP Investment:	\$25,000,000	\$31,859,287	Compliant
Assessed Value:	\$10,000,000	\$9,557,786	N/A

Commercial

Catalent Indiana, LLC (Formerly Cook Pharmica)

1300 S Patterson Drive / Resolution 19-04

Property Description: Phase 1: Build out 15,000 ft of manufacturing space to expand packaging capacity and to support new specialized device assembly.

Abatement Type:		Real Estate and Personal Property	
Abatement Length, Rate:		RE: 10-year, 80% (Year 4 of Abatement) PP: 10-year, 95% (Year 5 of Abatement)	
	Commitment (SB-1)	Compliance (CF-1)	Staff Evaluation
New RE Investment:	\$40,000,000	\$119,944,956	Compliant
New PP Investment:	\$85,000,000	\$107,485,476	Compliant
RP Assessed Value:	\$10,000,000	\$52,258,400	NA
PP Assessed Value:	\$34,000,000	\$32,340,882	NA

Catalent Indiana, LLC (Formerly Cook Pharmica)

1300 S Patterson Drive / Resolution 22-06

Property Description: Expanded drug substance capacity in Building A (Parcel 1); expanded drug product fill/finish capacity, additional quality control lab space, and expanded packaging capacity in Building B (Parcel 1); expanded packaging capacity and additional cold storage in Building D (parcel 5); and the development of surface parking at the former IMI parcel.

Abatement Type:	Real Estate and Personal Property
Abatement Length, Rate:	RE: 10-year, 100% (Year 2 of Abatement) PP: 20-year, 100% (Year 2 of Abatement)

	Commitment (SB-1)	Compliance (CF-1)	Staff Evaluation
New RE Investment:	\$10,000,000	\$34,697,692	Compliant
New PP Investment:	\$340,000,000	\$69,421,984	Substantially Compliant
RP Assessed Value:	\$2,843,400*	\$72,599,900	N/A
PP Assessed Value:	N/A*	\$20,826,595	Not Available

Commercial

Catalent Indiana, LLC (Formerly Cook Pharmica) *1300 S Patterson Drive / Resolution 15-06, 19-04, 22-06*

	Resolution 15-06	CF-1	Resolution 19-04	CF-1	Resolution 22-06	CF-1
Retained Employment:	550	550	839	839	3,212	1,811
New Employment:	70	1,261	200	972	1,000	0
Total Employment:	620	1,811	1,039	1,811	4,212	1,811

Commercial

Catalent Indiana, LLC (Formerly Cook Pharmica) 1300 S Patterson Drive / Resolution 15-06, 19-04, 22-06

	Resolution 15-06	CF-1	Resolution 19-04	CF-1	Resolution 22-06	CF-1
Retained Salaries:	\$31,000,000	\$31,000,000	\$43,926,000	\$43,926,000	\$200,428,800	\$157,344,012
New Salaries	\$3,200,000	\$126,344,012	\$13,312,000	\$113,418,012	\$62,400,000	\$0
Total Salaries:	\$34,200,000	\$157,344,012	\$57,238,000	\$157,344,012	\$262,828,800	\$157,344,012
Total Employment:	620	1,811	1,039	1,811	4,212	1,811
Avg. Salaries:	\$55,161 (\$26.5/hr.)	\$86,881 (\$41.77/hr.)	\$55,090 (\$26.5/hr.)	\$86,881 (\$41.77/hr.)	\$62,400 (\$30/hr)	\$86,881 (\$41.77/hr.)

Catalent Indiana, LLC (Formerly Cook Pharmica)

1300 S Patterson Drive / Resolution 15-06, 19-04, 22-06

Rationale for Staff Recommendation of Substantial Compliance

- Personal Property capital investments for 15-06 exceed commitments
- Personal Property investments for 19-04 exceed commitments
 - Real Property abatement has not been activated
- Real and Personal Property investments for 22-06 are in process and meet the level of commitment per the MOU. (That is, capital investments have been made, and the company has until 2027 to complete)
- CF-1 data reflects total annual payroll and year-end headcount.

Not Yet Active

Retreat at Switchyard

Property at 1730 S Walnut Street / Resolutions 20-21; 20-22



Not Yet Active

Retreat at Switchyard

Property at 1730 S Walnut Street / Resolutions 21-20; 21-21

Property Description: An affordable housing development, which would include 64 units in a five-story building with dedicated first-floor retail space

Public Benefits:

- 48 of 64 housing units (75% of the total units) will be reserved for low to moderate-income residents for a period of 99 years, and the remaining 16 units would be available for lease at the market rate
- Partnering with Stone Belt and will set aside 10 units (of the 48) as housing along with additional service areas within the Project for Stone Belt's clients;
- According to Petitioner's Statement of Benefits, this Project would create two new full-time, permanent jobs with an estimated total annual payroll of \$80,000.00, with the lower starting full-time wage of \$35,000.00 per year.
- **Development Status:** Under construction

Staff Recommendation: Informational only

Not Yet Active

Retreat at Switchyard

Property at 1730 S Walnut Street / Resolutions 21-20; 21-21

Abatement Type:		Real Property	
Abatement Length, Rate:		10-year, N/a (Year 0 of Abatement)	
	Commitment (SB-1)	Compliance (CF-1)	Staff Evaluation
New RE Investment:	\$9,777,112	\$18,755,986 (as of 4/25) \$23,272,235 (projected through completion)	Informational only
New Employment:	2	0	Informational only
New Salaries:	\$80,000	\$0	Informational only
Assessed Value:	\$1,440,000	\$1,522,900	Informational only

PILOTS

	Legislation	Overview	Status
Evergreen Village 3607 S. Heirloom Dr.	Ord. 16-18	115 unit, residential care (assisted living) facility for residents at 60% AMI or below. Requires compliance with Living Wage Ordinance. Term is tied to IHCD extended use agreement.	2025 payment received
Countryview 2500 S. Rockport Rd.	Ord. 22-29	30 Years. 206 units; 60% AMI and below.	2025 payment not yet received*
Cambridge Square 307 N. Pete Ellis Dr.	Proposed Ord. 25-01	17 years; 153, 1-BR units; serving residents 62+ or differently abled; 60% AMI and below.	Common council vote on 06-04-25
Henderson Court 2475 S. Winslow Ct.	Proposed Ord. 25-02	17 years; 150 units; 1-, 2-, and 3-bedrooms; HUD Section 8 HAP; 60% AMI.	Common council vote on 06-04-25

THANK YOU.

Questions?

Jane Kupersmith

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COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R3 / 2-13)

Prescribed by the Department of Local Government Finance

20__ PAY 20__


FORM CF-1 / Real Property

PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.1 (c) and (d).

INSTRUCTIONS:

1. This form does not apply to property located in a residentially distressed area or any deduction for which the Statement of Benefits was approved before July 1, 1991.
2. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
3. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
4. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 15, or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.1(b))
5. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

SECTION 1 TAXPAYER INFORMATION		
Name of taxpayer Southern Knoll, L.P.	County Monroe	
Address of taxpayer (number and street, city, state, and ZIP code) 8152 Castilla Dr., Indianapolis, IN 46236	DLGF taxing district number 53-08-05	
Name of contact person Charles Heintzelman	Telephone number (317) 826-3488 x1	
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of designating body City of Bloomington	Resolution number 18-10	Estimated start date (month, day, year) 7/1/2019
Location of property 1107 W. 3rd St., Bloomington, IN 47404	Actual start date (month, day, year) 7/1/2019	
Description of real property improvements New construction of a 2-story 31-unit affordable housing project along with the re-development of the vacant Gospel Tabernacle Church into community space for the affordable housing project.	Estimated completion date (month, day, year) 7/1/2020	
	Actual completion date (month, day, year) 8/31/2020	
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current number of employees	0	0
Salaries	0.00	0.00
Number of employees retained	0	0
Salaries	0.00	0.00
Number of additional employees	2	2
Salaries	21,632.00	44,815.00
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values before project	125,000.00	175,700.00
Plus: Values of proposed project	4,000,897.00	1,007,396.00
Less: Values of any property being replaced	125,000.00	150,000.00
Net values upon completion of project	4,000,897.00	1,033,096.00
ACTUAL	COST	ASSESSED VALUE
Values before project	125,000.00	125,000.00
Plus: Values of proposed project	4,417,937.00	1,346,100.00
Less: Values of any property being replaced	125,000.00	125,000.00
Net values upon completion of project	4,417,937.00	1,346,100.00
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of solid waste converted	0.00	0.00
Amount of hazardous waste converted	0.00	0.00
Other benefits:	0.00	0.00
SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of authorized representative 	Title Member	Date signed (month, day, year) 04/30/2025

**OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)
THAT WAS APPROVED AFTER JUNE 30, 1991**

INSTRUCTIONS: (IC 6-1.1-12.1-5.1 and IC 6-1.1-12.1-5.9)

1. Not later than forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits (Form SB-1/Real Property).
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. The date of this hearing may not be more than thirty (30) days after the date this notice is mailed. A copy of the notice may be sent to the county auditor and the county assessor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable efforts to substantially comply with the Statement of Benefits (Form SB-1/Real Property) and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable efforts to comply, then the designating body shall adopt a resolution terminating the property owner's deduction. If the designating body adopts such a resolution, the deduction does not apply to the next installment of property taxes owed by the property owner or to any subsequent installment of property taxes. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:

☐ the property owner **IS** in substantial compliance

☐ the property owner **IS NOT** in substantial compliance

☐ other (specify) _____

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Date signed (month, day, year)

Attested by:

Designating body

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)

Time of hearing

☐ AM
☐ PM

Date of hearing (month, day, year)

Location of hearing

HEARING RESULTS (to be completed after the hearing)

☐ Approved

☐ Denied (see instruction 4 above)

Reasons for the determination (attach additional sheets if necessary)

Signature of authorized member

Date signed (month, day, year)

Attested by:

Designating body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.



COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R6 / 4-23)

Prescribed by the Department of Local Government Finance

20 25 PAY 20 26

FORM CF-1 / Real Property

INSTRUCTIONS:

1. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
2. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
3. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 15 or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.3(j))
4. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

PRIVACY NOTICE

The cost and any specific individual's salary information is confidential, the balance of the filing is public record per IC 6-1.1-12.1-5.3 (k) and (l).

SECTION 1 TAXPAYER INFORMATION		
Name of Taxpayer Union at Crescent, LP		County Monroe
Address of Taxpayer (number and street, city, state, and ZIP code) 409 Massachusetts Avenue, Suite 300, Indianapolis, IN, 46204		DLGF Taxing District Number 0005 Bloomington City
Name of Contact Person Qing Reeder	Telephone Number (317) 219-8228	Email Address qreeder@theannexgrp.com
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of Designating Body City of Bloomington	Resolution Number 17-30	Estimated Start Date (month, day, year) 4/1/2018
Location of Property 1100 N Crescent Rd, Bloomington, IN, 47404 (53-05-32-200-006.001-005)		Actual Start Date (month, day, year) 10/25/2018
Description of Real Property Improvements A 146 unit multifamily housing development. 70% of the units will be allocated to households with incomes below 60% of Area Median Income. 30% will be market rate.		Estimated Completion Date (month, day, year) 4/1/2019
		Actual Completion Date (month, day, year) 9/30/2020
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	0	4
Salaries	0.00	\$260,320
Number of Employees Retained	0	
Salaries	0.00	
Number of Additional Employees	5	
Salaries	\$13.00/hour	
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project	\$ 360,000.00	\$ 20,000
Plus: Values of Proposed Project	\$ 17,245,233	\$ 9,907,900
Less: Values of Any Property Being Replaced	\$ 0.00	\$
Net Values Upon Completion of Project	\$ 17,245,233	\$ 9,927,900
ACTUAL	COST	ASSESSED VALUE
Values Before Project	\$ 360,000.00	\$ 20,000
Plus: Values of Proposed Project	\$ 24,473,938	\$ 8,717,100
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$ 27,833,938	\$ 8,737,100
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		
SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of Authorized Representative 	Title General Manager	Date Signed (month, day, year) 05/13/2025

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)

INSTRUCTIONS: (IC 6-1.1-12.1-5.3 and IC 6-1.1-12.1-5.9)

1. Not later than forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits (Form SB-1/Real Property).
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. The date of this hearing may not be more than thirty (30) days after the date this notice is mailed. A copy of the notice may be sent to the county auditor and the county assessor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable efforts to substantially comply with the Statement of Benefits (Form SB-1/Real Property), and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable efforts to comply, the designating body shall adopt a resolution terminating the property owner's deduction. If the designating body adopts such a resolution, the deduction does not apply to the next installment of property taxes owed by the property owner or to any subsequent installment of property taxes. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:			
<input type="checkbox"/>	The Property Owner IS in Substantial Compliance		
<input type="checkbox"/>	The Property Owner IS NOT in Substantial Compliance		
<input type="checkbox"/>	Other (specify) _____		
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year)
Attested By		Designating Body	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)			
Time of Hearing	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of Hearing (month, day, year)	Location of Hearing

HEARING RESULTS (to be completed after the hearing)

<input type="checkbox"/> Approved	<input type="checkbox"/> Denied (see Instruction 4 above)
Reasons for the Determination (attach additional sheets if necessary)	
Signature of Authorized Member	
Date Signed (month, day, year)	
Attested By	Designating Body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.



APPLICATION FOR DEDUCTION FROM ASSESSED VALUATION OF STRUCTURES IN ECONOMIC REVITALIZATION AREAS (ERA)

State Form 18379 (R14 / 6-16)

Prescribed by the Department of Local Government Finance

2020 PAY 2021

FORM 322 / RE

INSTRUCTIONS:

1. This form is to be filed in person or by mail with the County Auditor of the county in which the property is located.
2. To obtain this deduction, a Form 322 / RE must be filed with the County Auditor before May 10 in the year in which the addition to assessed valuation (or new assessment) is made, or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. If the property owner misses the May 10 deadline in the initial year of assessment, he can apply between January 1 and May 10 of a subsequent year for the remainder of the abatement term. (See also IC 6-1.1-12.1-11.3 concerning the failure to file a timely application.)
3. A copy of the Form 11, the approved Form SB-1 / Real Property, the resolution adopted by the designating body, and the Form CF-1 / Real Property must be attached to this application.
4. The Form CF-1 / Real Property must be updated annually and provided to the County Auditor and the designating body for each assessment year in which the deduction is applicable.
5. Please see IC 6-1.1-12.1 for further instructions.
6. Taxpayer completes Sections I, II and III below.
7. If property located in an economic revitalization area is also located in an allocation area as defined in IC 36-7-14-39 or IC 36-7-15.1-26, an application for the property tax deduction may not be approved unless the Commission that designated the allocation area adopts a resolution approving the application (IC 6-1.1-12.1-2(k)).
8. Except for deductions related to redevelopment or rehabilitation of real property in a county containing a consolidated city, a deduction for the redevelopment or rehabilitation of real property may not be approved for the following facilities (IC 6-1.1-12.1-3):
 - a. Private or commercial golf course
 - b. Country club
 - c. Massage parlor
 - d. Tennis club
 - e. Skating facility, including roller skating, skateboarding or ice skating
 - f. Racquet sport facility (including handball or racquet ball court)
 - g. Hot tub facility
 - h. Suntan facility
 - i. Racetrack
 - j. Any facility, the primary purpose of which is (a) retail food and beverage service; (b) automobile sales or service; or (c) other retail; (unless the facility is located in an economic development-target area established under IC 6-1.1-12.1-7).
 - k. Residential, unless the facility is a multi-family facility that contains at least 20% of the units available for use by low and moderate income individuals, or unless the facility is located in an economic development target area established under IC 6-1.1-12.1-7, or the area is designated as a residentially distressed area which is required to meet conditions as cited in IC 6-1.1-12.1-2(c)(1 & 2).
 - l. Package liquor store [see IC 6-1.1-12.1-3(e)(12)]

SECTION I - DESCRIPTION OF PROPERTY			
The owner hereby applies to the County Auditor for a deduction pursuant to IC 6-1.1-12.1-5 beginning with the assessment date January 1, 2020.			
County MONROE	Township BLOOMINGTON	DLGF taxing district number 0005 BLOOMINGTON CITY BLOOMINGTON TWP	Key number
Name of owner UNION AT CRESCENT, LP		Legal description from Form 11 013-10220-00 PT NW NW 32-9-1W 8.00A Plat 63	
Property address (number and street, city, state, and ZIP code) 1100 N. CRESCENT ROAD, BLOOMINGTON, INDIANA 47404			Date of Form 11 (month, day, year) EFFECTIVE 01/01/2020
Type of structure MULTI BUILDING RESIDENTIAL APARTMENT COMPLEX			Use of structure RESIDENTIAL
Governing body that approved ERA designation BLOOMINGTON COMMON COUNCIL		Date ERA designation approved (month, day, year) SEPTEMBER 19, 2017	Resolution number 17-31
SECTION II - VERIFICATION OF OWNER OR REPRESENTATIVE			
Signature of owner or representative (I hereby certify that the representations on this application are true.) 			Date signed (month, day, year) 07/20/2020
Printed name of owner or representative Jana Hageman		Address (number and street, city, state, and ZIP code) 12821 E. NEW MARKET STREET, SUITE 100, CARMEL, INDIANA 46032	
SECTION III - STRUCTURES			AUDITOR'S USE
A. Rehabilitation structure			
1. Assessed valuation AFTER rehabilitation	\$		
2. Assessed valuation BEFORE rehabilitation	\$		
3. Difference in assessed valuation (Line 1 minus Line 2)	\$		
4. Assessed valuation eligible for deduction (for the increase in A/V from the rehabilitation, not including the increase in A/V from the reassessment of the entire structure)	\$		
B. New structure			
1. Assessed valuation	\$	3,409,100.00	
2. Assessed valuation eligible for deduction	\$	2,609,100.00	
SECTION IV - VERIFICATION OF ASSESSING OFFICIAL			
I verify that the above described structure was assessed and the owner was notified on _____, with the effective date of the assessment being January 1, 20_____, and that the assessed valuations in Section III are correct.			
Signature of assessing official		Printed name of assessing official	Date (month, day, year)

**OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)
THAT WAS APPROVED AFTER JUNE 30, 1991**

INSTRUCTIONS: (IC 6-1.1-12.1-5.1 and IC 6-1.1-12.1-5.9)

1. Not later than forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits (Form SB-1/Real Property).
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination and the date, time and place of a hearing to be conducted by the designating body. The date of this hearing may not be more than thirty (30) days after the date this notice is mailed. A copy of the notice may be sent to the county auditor and the county assessor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable efforts to substantially comply with the Statement of Benefits (Form SB-1/Real Property) and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable efforts to comply, then the designating body shall adopt a resolution terminating the property owner's deduction. If the designating body adopts such a resolution, the deduction does not apply to the next installment of property taxes owed by the property owner or to any subsequent installment of property taxes. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:			
<input type="checkbox"/> the property owner IS in substantial compliance <input type="checkbox"/> the property owner IS NOT in substantial compliance <input type="checkbox"/> other (specify) _____			
Reasons for the determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)			
Time of hearing	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of hearing (month, day, year)	Location of hearing
HEARING RESULTS (to be completed after the hearing)			
<input type="checkbox"/> Approved		<input type="checkbox"/> Denied (see instruction 4 above)	
Reasons for the determination (attach additional sheets if necessary)			
Signature of authorized member			Date signed (month, day, year)
Attested by:		Designating body	
APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]			
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.			



STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51767 (R6 / 10-14)

Prescribed by the Department of Local Government Finance

RECEIVED

MAY 12 2023

City of Bloomington

Clerk's Office

20 ____ PAY 20 ____

FORM SB-1 / Real Property

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- ☒ Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
☐ Residentially distressed area (IC 6-1.1-12.1-4.1)

INSTRUCTIONS:

- This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body BEFORE the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
- The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
- To obtain a deduction, a Form 322/RE must be filed with the County Auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between March 1 and May 10 of a subsequent year.
- A property owner who files for the deduction must provide the County Auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
- For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17

SECTION 1 TAXPAYER INFORMATION					
Name of taxpayer Union Development of Bloomington GP, LLC					
Address of taxpayer (number and street, city, state, and ZIP code) 409 Massachusetts Ave, Suite 300, Indianapolis, IN 46204					
Name of contact person Kyle Bach		Telephone number (317) 708-0607		E-mail address kyle@annexstudentliving.com	
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT					
Name of designating body				Resolution number	
Location of property Located on N. Crescent Rd. Bloomington, IN 47404		County Monroe		DLGF taxing district number	
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) The property will be a 146 unit multi-family housing development. 70% of the units will be allocated to households with incomes below 60% of Area Median Income, and 30% of the units will be Market Rate. Parcel Number - 53-05-32-200-006.001-005				Estimated start date (month, day, year) April 2018	
				Estimated completion date (month, day, year) April 2019	
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT					
Current number 0.00	Salaries \$0.00	Number retained 0.00	Salaries \$0.00	Number additional 5.00	Salaries \$13.00
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT					
REAL ESTATE IMPROVEMENTS					
COST					
ASSESSED VALUE					
Current values		360,000.00		20,000.00	
Plus estimated values of proposed project		17,245,233		9,907,900.00	
Less values of any property being replaced		0.00			
Net estimated values upon completion of project		17,245,233		9,927,900.00	
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER					
Estimated solid waste converted (pounds) _____			Estimated hazardous waste converted (pounds) _____		
Other benefits The project was specifically designed to preserve 3.94 acres of trees, more than is required. The project will utilize previous pavement in an attempt to minimize additional paved areas, and include additional bike parking. Tree clearing will only occur between October 15 and March 31 to minimize adverse effects to the Indiana Bats. The property will be a 146 unit multi-family housing development. 70% of the units will be allocated to households with incomes below 60% of Area Median Income, and 30% of the units will be Market Rate. The project will add 102 affordable units to the City of Bloomington. 70% of the units will be affordable in years 1-30 years, and 50% of the units will be affordable in years 31-99.					
SECTION 6 TAXPAYER CERTIFICATION					
I hereby certify that the representations in this statement are true.					
Signature of authorized representative Kyle D. Bach, Managing Member				Date signed (month, day, year) 8/24/2017	
Printed name of authorized representative Kyle Bach				Title Managing Member	

FOR USE OF THE DESIGNATING BODY

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

A. The designated area has been limited to a period of time not to exceed _____ calendar years* (*see below*). The date this designation expires is _____.

B. The type of deduction that is allowed in the designated area is limited to:
 1. Redevelopment or rehabilitation of real estate improvements ☐ Yes ☐ No
 2. Residentially distressed areas ☐ Yes ☐ No

C. The amount of the deduction applicable is limited to \$ _____.

D. Other limitations or conditions (*specify*) _____

E. Number of years allowed: ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5 (* *see below*)
☐ Year 6 ☐ Year 7 ☐ Year 8 ☐ Year 9 ☐ Year 10

F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?

☐ Yes ☐ No

If yes, attach a copy of the abatement schedule to this form.

If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (<i>signature and title of authorized member of designating body</i>)	Telephone number ()	Date signed (<i>month, day, year</i>)
Printed name of authorized member of designating body	Name of designating body	
Attested by (<i>signature and title of attester</i>)	Printed name of attester	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. The deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
- B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
 - (2) The number of new full-time equivalent jobs created.
 - (3) The average wage of the new employees compared to the state minimum wage.
 - (4) The infrastructure requirements for the taxpayer's investment.
- (b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. An abatement schedule may not exceed ten (10) years.
- (c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

RESOLUTION 17-31

TO CONFIRM RESOLUTION 17-30 WHICH DESIGNATED AN ECONOMIC REVITALIZATION AREA, APPROVED A STATEMENTS OF BENEFITS, AND AUTHORIZED PERIODS OF ABATEMENT FOR REAL PROPERTY IMPROVEMENTS

- Re: Property Located at N. Crescent Road and Identified by the Monroe County Parcel ID Number 53-05-32-200-006.001-005)
(Union Development at Bloomington GP, LLC, Petitioner)

WHEREAS, Union Development at Bloomington GP, LLC ("Petitioner") has filed an application for designation of property on N. Crescent Road comprised of one parcel identified by Parcel Numbers listed herein, as an Economic Revitalization Area ("ERA") for construction of new buildings pursuant to Indiana Code 6-1.1-12.1 *et seq.*; and

WHEREAS, the subject site is identified by the following Monroe County Parcel Numbers:

53-05-32-200-006.001-005 (Alt Parcel Num: 013-10220-00); and

WHEREAS, the Petitioner has also submitted a statement of benefits form to the Common Council for its real estate improvements; and

WHEREAS, according to this material, the Petitioner wishes to invest \$17.6 million to construct a mixed affordable and market rate housing development, which will include approximately 146 residential units, (the "Project"); and

WHEREAS, the current design for the Project provides 245 bedrooms in those 146 units (67 one-bedroom units, 59 two-bedroom units, and 20 three-bedroom units) within three detached buildings; and

WHEREAS, at least 70% of the units (102 units) will initially be allocated to households with incomes at or below 60% of the Area Median Income ("Affordable Units"); and

WHEREAS, at least 20% of the units (29 units) will be Market Rate ("Market Rate Units"); and

WHEREAS, the remaining 10% of the units (15 units) will be either Affordable Units or Market Rate Units, depending on the market demand; and

WHEREAS, at least 70% of the units will be Affordable Units for years 1 through 30 of the Project; and

WHEREAS, at least 50% of the units (73 units) will be affordable in years 31 through 99 of the Project; and

WHEREAS, rent for the Affordable Units will be in accordance with HUD's housing cost burden guidelines, which stipulate that the cost of housing and non-telecom utilities shall not exceed 30% of a resident's gross income; and

WHEREAS, as required by Indiana Code, Bloomington Municipal Code and a Memorandum of Understanding to be executed pursuant to the City of Bloomington Tax Abatement General Standards, the Petitioner shall agree to provide information in a timely fashion each year to the County Auditor and the Common Council showing the extent to which the Petitioner has complied with the Statement of Benefits, complied with the City of Bloomington's Living Wage Ordinance (B.M.C. 2.28), and complied with commitments specified in the Memorandum of Understanding, including regarding the Affordable Units; and

WHEREAS, the Project is not located in a TIF allocation area; and

WHEREAS, the Economic Development Commission has reviewed the Petitioner's application and Statement of Benefits and passed its Resolution 17-03 recommending that the Common Council designate the area as an ERA, approve the Statement of Benefits, and authorize a ten-year period of abatement for the real estate improvements; and

WHEREAS, Indiana Code § 6-1.1-12.1-17 authorizes the Common Council to set an abatement schedule for property tax abatements; and

WHEREAS, the EDC has recommended that the real property abatement be set at 100% for all ten years of the abatement; and

WHEREAS, the Common Council has investigated the area and reviewed the Application and Statement of Benefits, which are attached and made a part hereof, and found the following:

- A. the estimate of the value of the Project is reasonable;
- B. the estimate of the number of individuals who will be employed or whose employment will be retained can be reasonably expected to result from the Project as proposed;
- C. the estimate of the annual salaries of these individuals who will be employed or whose employment will be retained can be reasonably expected to result from the Project as proposed;
- D. any other benefits about which information was requested are benefits that can be reasonably expected to result from the Project; and
- E. the totality of benefits is sufficient to justify the deduction; and

WHEREAS, the property described above is characterized by environmental conditions which have impaired values and prevent normal development of the property; and

WHEREAS, the Common Council adopted Resolution 17-30 on September 12, 2017, which designated the above property as an "Economic Revitalization Area," approved the Statement of Benefits, and authorized a ten (10) year period of tax abatement for real estate improvements; and

WHEREAS, the City Clerk published notice of the passage of that resolution, which requested that persons having objections or remonstrance to the designation, statement of benefits submission, and findings of fact appear before the Common Council at its meeting on September 27, 2017; and

WHEREAS, the Common Council has reviewed and heard all such objections and remonstrance to such designation;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. Pursuant to Indiana Code § 6-1.1-12.1-1 *et seq.*, the Common Council hereby affirms its determination made in Resolution 17-30 that the area described above is an "Economic Revitalization Area" and that the totality of benefits of the Project entitle the owner of the property or its successor(s) to a deduction from the assessed value of the real estate improvements for a period of ten (10) years.

SECTION 2. Pursuant to Indiana Code § 6-1.1-12.1-17, the Common Council hereby sets the following abatement schedule for the Project for real estate improvements:

Year 1	100%
Year 2	100%
Year 3	100%

Year 4	100%
Year 5	100%
Year 6	100%
Year 7	100%
Year 8	100%
Year 9	100%
Year 10	100%

SECTION 3. In granting this designation and deductions the Common Council incorporates Indiana Code § 6-1.1-12.1-12 and also expressly exercises the power set forth in Indiana Code § 6-1.1-12.1-2(i)(6) to impose additional, reasonable conditions on the rehabilitation or redevelopment beyond those listed in the Statement of Benefits, and authorizes the City of Bloomington to negotiate a Memorandum of Understanding with the Petitioner specifying substantial compliance terms and consequences and remedies for noncompliance. In particular, failure of the property owner to make reasonable efforts to comply with the following conditions is an additional reason for the Council to rescind this designation and deduction:

- a. the capital investment of at least \$17.6 million for real estate improvements; and
- b. the land and improvements shall be developed and used in a manner that complies with local code; and
- c. the Project shall be completed before or within twelve months of the completion date as listed on the application; and
- d. the Affordable Units shall be maintained for at least ninety-nine (99) years; and
- e. Petitioner will comply with all compliance reporting requirements in the manner described by Indiana Code, Bloomington Municipal Code, and by the Memorandum of Understanding.

SECTION 4. The provisions of Indiana Code § 6-1.1-12.1-12 are hereby incorporated into this resolution, so that if the Petitioner ceases operations at the facility for which the deduction was granted and the Common Council finds that the Petitioner obtained the deduction by intentionally providing false information concerning its plans to continue operations at the facility, the Petitioner shall pay the amount determined under Indiana Code § 6-1.1-12.1-12(e) to the county treasurer.

SECTION 5. This designation shall expire no later than December 31, 2030, unless extended by action of the Common Council and upon recommendation of the Bloomington Economic Development Commission.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2017.

SUSAN SANDBERG, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana,
upon this _____ day of _____, 2017.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____,
2017.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This Resolution confirms Resolution 17-30, and designates one parcel owned by Union Development at Bloomington GP, LLC as an Economic Revitalization Area ("ERA"). This designation was recommended by the Economic Development Commission and will enable the proposed housing development, which includes affordable housing, to be eligible for tax abatement. The resolution also subjects a ten-year period of abatement for real property improvements and sets its deduction schedule.



May 14, 2025

VIA USPS Certified Mail: 9589 0710 5270 2028 6852 11

Bloomington Common Council
Economic Development Commission
401 N Morton St, Ste 10
Bloomington, IN 47404

RE: Union at Crescent

Enclosed is a copy of the Form CF-1/Real and supporting documentation we are submitting for filing, in reference to the properties listed above.

Best Regards,

Paul M. Jones, Jr. (23333-49)

JONES PYATT LAW, LLC
435 E Main Street, Suite 220
Greenwood, IN 46143
TEL: (317) 991-1864
E-mail: paul@jonespyattlaw.com

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
Bloomington, IN 47404	
Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee as appropriate)	\$4.10
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$2.04
Total Postage	\$10.99
Sent To Bloomington Common Council Economic Development Commission 401 N Morton St, Ste 10 Bloomington, IN 47404	
City, State	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 2028 6852 11

0773 16
Postmark Here
05/14/2025



May 14, 2025

VIA USPS Certified Mail: 9589 0710 5270 2028 6852 04

Monroe County Auditor
100 W Kirkwood Ave
Bloomington, IN 47404

RE: Union at Crescent

Enclosed is an original and one copy of the Form CF-1/Real & supporting documentation for the property listed above. Please file stamp all copies, and return a copy to us in the enclosed, self-addressed envelope.

Best Regards,

Paul M. Jones, Jr. (23333-49)

JONES PYATT LAW, LLC
435 E Main Street, Suite 220
Greenwood, IN 46143
TEL: (317) 991-1864
E-mail: paul@jonespyattlaw.com

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
Bloomington, IN 47404	
Certified Mail Fee	\$4.85
Extra Services & Fees (check box, add fee as appropriate)	\$4.10
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$2.31
Total Postage	\$11.26
Sent To Monroe County Auditor 100 W Kirkwood Ave Bloomington, IN 47404	
Street and Apt. City, State, Zip	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 2028 6852 04

0773 16
MAY 14 2025
GREENWOOD, IN
Postmark Here



COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R6 / 4-23)

Prescribed by the Department of Local Government Finance

2025 PAY 2026

FORM CF-1 / Real Property

INSTRUCTIONS:

1. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
2. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
3. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 15 or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.3(j))
4. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.3 (k) and (l).

SECTION 1 TAXPAYER INFORMATION		
Name of Taxpayer New Urban Station, LLC		County Monroe
Address of Taxpayer (number and street, city, state, and ZIP code) 8902 N. Meridian Street, Suite 205, Indianapolis, IN 46260		DLGF Taxing District Number
Name of Contact Person Andrew Campbell	Telephone Number (317) 418-1093	Email Address acampbell@birgeandheld.com
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of Designating Body City of Bloomington	Resolution Number 16-11, 16-12, 16-17	Estimated Start Date (month, day, year) 11/1/2016
Location of Property 405 S. Walnut and 405 S. Washington		Actual Start Date (month, day, year) 11/1/2016
Description of Real Property Improvements Mixed-Use Development Building		Estimated Completion Date (month, day, year) 8/31/2017
		Actual Completion Date (month, day, year) 8/31/2017
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	10	4
Salaries	12.32/hr	150,000
Number of Employees Retained	10	
Salaries	12.32/hr	
Number of Additional Employees	5	
Salaries	12.32/hr	
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project	\$ 3,000,000.00	\$
Plus: Values of Proposed Project	\$ 11,500,000.00	\$
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$ 14,500,000	\$
ACTUAL	COST	ASSESSED VALUE
Values Before Project	\$ 3,000,000	\$
Plus: Values of Proposed Project	\$ 11,500,000	\$
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$ 14,500,000	\$ 16,501,400
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted	N/A	
Amount of Hazardous Waste Converted		
Other Benefits:		
SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of Authorized Representative 	Title Member	Date Signed (month, day, year) 2/10/2025

INSTRUCTIONS: (IC 6-1.1-12.1-5.3 and IC 6-1.1-12.1-5.9)

1. Not later than forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits (Form SB-1/Real Property).
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. The date of this hearing may not be more than thirty (30) days after the date this notice is mailed. A copy of the notice may be sent to the county auditor and the county assessor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable efforts to substantially comply with the Statement of Benefits (Form SB-1/Real Property), and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable efforts to comply, the designating body shall adopt a resolution terminating the property owner's deduction. If the designating body adopts such a resolution, the deduction does not apply to the next installment of property taxes owed by the property owner or to any subsequent installment of property taxes. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:			
<input type="checkbox"/>	The Property Owner IS in Substantial Compliance		
<input type="checkbox"/>	The Property Owner IS NOT in Substantial Compliance		
<input type="checkbox"/>	Other (specify) _____		
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year) 2/10/2025
Attested By		Designating Body City of Bloomington	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)			
Time of Hearing	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of Hearing (month, day, year)	Location of Hearing

HEARING RESULTS (to be completed after the hearing)			
<input type="checkbox"/>	Approved	<input type="checkbox"/>	Denied (see Instruction 4 above)
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year) 2/10/2025
Attested By		Designating Body City of Bloomington	
APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]			
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.			



COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R6 / 4-23)

Prescribed by the Department of Local Government Finance

20 25 PAY 20 26

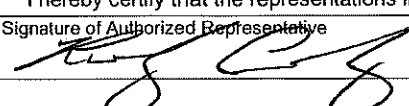
FORM CF-1 / Real Property

INSTRUCTIONS:

1. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
2. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
3. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 15 or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.3(j))
4. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.3 (k) and (l).

SECTION 1 TAXPAYER INFORMATION		
Name of Taxpayer Woolery Mill Ventures LLC		County Monroe
Address of Taxpayer (number and street, city, state, and ZIP code) P.O. Box 122 Ellettsville In. 47429		DLGF Taxing District Number 53-008
Name of Contact Person Randy Cassady	Telephone Number (812) 345-0375	Email Address rcassady@bloommanagement.net
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of Designating Body Bloomington City Council	Resolution Number 04-01	Estimated Start Date (month, day, year) 04-01-2004
Location of Property		Actual Start Date (month, day, year) 06-06-2017
Description of Real Property Improvements Partial rehabilitation of historic limestone mill into mixed use facility with conference space and catering facility.		Estimated Completion Date (month, day, year) 2-16-2018
		Actual Completion Date (month, day, year) 8-10-2018
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	0	60
Salaries	0	990,000
Number of Employees Retained	0	60
Salaries	0	990,000
Number of Additional Employees	45	0
Salaries	762,000	0
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project	\$ 425,000	\$ 176,000
Plus: Values of Proposed Project	\$ 6,000,000	\$ 4,200,000
Less: Values of Any Property Being Replaced	\$ 0.00	\$ 0.00
Net Values Upon Completion of Project	\$ 4,625,000	\$ 4,376,000
ACTUAL	COST	ASSESSED VALUE
Values Before Project	\$ 425,000	\$ 176,000
Plus: Values of Proposed Project	\$ 4,306,645	\$ 2,549,300
Less: Values of Any Property Being Replaced	\$ 0.00	\$ 0.00
Net Values Upon Completion of Project	\$ 4,670,977	\$ 3,091,800
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		
SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of Authorized Representative 	Title Partner	Date Signed (month, day, year) 5/15/2025

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)**INSTRUCTIONS:** (IC 6-1.1-12.1-5.3 and IC 6-1.1-12.1-5.9)

1. Not later than forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits (Form SB-1/Real Property).
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. The date of this hearing may not be more than thirty (30) days after the date this notice is mailed. A copy of the notice may be sent to the county auditor and the county assessor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable efforts to substantially comply with the Statement of Benefits (Form SB-1/Real Property), and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable efforts to comply, the designating body shall adopt a resolution terminating the property owner's deduction. If the designating body adopts such a resolution, the deduction does not apply to the next installment of property taxes owed by the property owner or to any subsequent installment of property taxes. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:

☐ The Property Owner **IS** in Substantial Compliance☐ The Property Owner **IS NOT** in Substantial Compliance☐ Other (specify) _____

Reasons for the Determination (attach additional sheets if necessary)

Signature of Authorized Member

Date Signed (month, day, year)

5/15/2025

Attested By

Designating Body

Bloomington City Council

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)

Time of Hearing

☐

AM

Date of Hearing (month, day, year)

Location of Hearing

☐

PM

HEARING RESULTS (to be completed after the hearing)☐

Approved

☐

Denied (see Instruction 4 above)

Reasons for the Determination (attach additional sheets if necessary)

Signature of Authorized Member

Date Signed (month, day, year)

5/15/2025

Attested By

Designating Body

Bloomington City Council

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.



COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)

Prescribed by the Department of Local Government Finance

PRIVACY NOTICE
This form contains confidential
information pursuant to
IC 6-1.1-35-9 and IC 6-1.1-12.1-5.6.

FORM CF-1 / PP

20 25 Pay 20 26

- INSTRUCTIONS:**
1. Property owners whose Statement of Benefits was approved must file this form with the local designating body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
 2. This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between January 1 and May 15, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between January 1 and the extended due date of each year.
 3. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-1).

SECTION 1		TAXPAYER INFORMATION						
Name of Taxpayer Cook Pharmica LLC (DBA Catalent Indiana LLC)		County Monroe						
Address of Taxpayer (number and street, city, state, and ZIP code) 1300 South Patterson Drive, Bloomington, IN 47403		DLGF Taxing District Number 009						
Name of Contact Person		Telephone Number ()	Email Address					
SECTION 2		LOCATION AND DESCRIPTION OF PROPERTY						
Name of Designating Body Common Council of the City of Bloomington		Resolution Number 15-06	Estimated State Date (month, day, year) 10-01-2015					
Location of Property 1300 South Patterson Drive, Bloomington, IN 47403		Actual Start Date (month, day, year) 10-01-2015						
Description of new manufacturing equipment, new research and development equipment, new information technology equipment, or new logistical distribution equipment to be acquired.		Estimated Completion Date (month, day, year) 4-30-2017						
		Actual Completion Date (month, day, year) 4-30-2017						
SECTION 3		EMPLOYEES AND SALARIES						
EMPLOYEES AND SALARIES		AS ESTIMATED ON SB-1	ACTUAL					
Current Number of Employees		550	1,811					
Salaries		31,000,000	157,344,011.50					
Number of Employees Retained		550	550					
Salaries		31,000,000	31,000,000					
Number of Additional Employees		70	1,261					
Salaries		3,200,000	126,344,011.50					
SECTION 4		COST AND VALUES						
	MANUFACTURING EQUIPMENT		RESEARCH & DEVELOPMENT EQUIPMENT	LOGISTICAL DISTRIBUTION EQUIPMENT		IT EQUIPMENT		
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	\$ 135,162,857	\$ 40,683,010	\$	\$	\$	\$	\$	\$
Plus: Values of Proposed Project	\$ 25,000,000	\$ 10,000,000	\$	\$	\$	\$	\$	\$
Less: Values of Any Property Being Replaced	\$	\$	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project	\$ 160,162,857	\$ 50,683,010	\$	\$	\$	\$	\$	\$
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	\$	\$	\$	\$	\$	\$	\$	\$
Plus: Values of Proposed Project	\$ 31,859,287	\$ 9,557,786	\$	\$	\$	\$	\$	\$
Less: Values of Any Property Being Replaced	\$	\$	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project	\$	\$	\$	\$	\$	\$	\$	\$
NOTE: The COST of the property is confidential pursuant to IC 6-1.1-12.1-5.6(c).								
SECTION 5		WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER						
WASTE CONVERTED AND OTHER BENEFITS		AS ESTIMATED ON SB-1	ACTUAL					
Amount of Solid Waste Converted								
Amount of Hazardous Waste Converted								
Other Benefits:								
SECTION 6		TAXPAYER CERTIFICATION						
I hereby certify that the representations in this statement are true.								
Signature of Authorized Representative <i>Angie Price</i>		Title Authorized Agent	Date Signed (month, day, year) 5/15/2025					

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)**INSTRUCTIONS:** (IC 6-1.1-12.1-5.9)

1. Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the county assessor and the county auditor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made a reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made a reasonable effort to comply, the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:

☐The property owner **IS** in substantial compliance☐The property owner **IS NOT** in substantial compliance☐

Other (specify) _____

Reasons for the Determination (attach additional sheets if necessary)

Signature of Authorized Member

Date Signed (month, day, year)

Attested By

Designating Body

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.

Time of Hearing

☐

AM

Date of Hearing (month, day, year)

Location of Hearing

☐

PM

HEARING RESULTS (to be completed after the hearing)☐

Approved

☐

Denied (see Instruction 5 above)

Reasons for the Determination (attach additional sheets if necessary)

Signature of Authorized Member

Date Signed (month, day, year)

Attested By

Designating Body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.



SCHEDULE OF DEDUCTION FROM ASSESSED VALUATION PERSONAL PROPERTY IN ECONOMIC REVITALIZATION AREA

State Form 52503 (R22 / 1-25)

Prescribed by the Department of Local Government Finance

FORM 103 - ERA

PRIVACY NOTICE

This form contains confidential information pursuant to IC 6-1.1-35-9.

JANUARY 1, 2025

For Assessor's Use Only

INSTRUCTIONS:

1. In order to receive a deduction, this schedule must be submitted with a timely filed Form 103-Long.
2. A separate schedule must be completed and attached to Form 103-Long for each approved Form SB-1/PP for the abatement.
3. Attach a copy of the applicable Form CF-1 to this schedule. First-time filings must also include Form SB-1 and the resolution from the designating body.
4. For any acquisitions included herein since the last assessment date, attach a list of the newly included equipment on Form 103-EL.

SECTION 1

OWNER INFORMATION

Name of Taxpayer Catalent Indiana, LLC, DBA: Catalent Indiana, LLC Assessor Acct: 53-109-18003-37		Name of Contact Person Catalent Pharma Solutions	
Full Address (number and street, city, state, and ZIP code) 14 Schoolhouse Rd, Somerset, NJ 08873		Email Address of Contact Person mjohan@dmmainc.com	Telephone Number (317) 596-3260
County Monroe	Township Bloomington City-Perry Township	Taxing District Bloomington City-Perry Township	Fax Number

SECTION 2

ECONOMIC REVITALIZATION AREA INFORMATION

Name of Body Designating the Economic Revitalization Area Common Council of the City of Bloomington		Resolution Number 15-06	Length of Abatement (years) 10
Date Designation Approved (month, day, year) 01/01/2018	Designation Termination Date (month, day, year) 12/31/2028	Does Resolution Limit Dollar Amount of Deduction? <input type="checkbox"/> Yes, and limit is based on Equipment <input type="checkbox"/> Cost <input type="checkbox"/> Assessed Value <input checked="" type="checkbox"/> No	

SECTION 3

ABATED EQUIPMENT POOLING SCHEDULE

The total cost of depreciable assets must be reported on Form 103-Long. This schedule includes only the values attributable to the new manufacturing, research and development, logistical distribution, and/or information technology equipment under abatement per the resolution and IC 6-1.1-12.1.

The Minimum Value Ratio applies if Line 53 is greater than Line 52D on Page 2 of the Form 103-Long [IC 6-1.1-12.1-4.5(g)]	Box 1 - Enter Amount Shown on Line 53 of Form 103-Long 147,031,356
Box 2 - Enter Amount Shown on Line 52D of Form 103-Long 136,935,867	Box 3 - Divide Box 1 by Box 2 (Carry Ratio 5 Decimal Places) 1.07372

POOL NUMBER 1 (1 TO 4 YEAR LIFE)

	Form 103-Long, Schedule A, Column C, Adjusted Cost	TTV%	True Tax Value	Minimum Value Ratio (if applicable) (5 decimal places)	Year	Year *	Percent	Deduction Claimed
13	1-2-24 To 1-1-25	\$	65%	\$	1		%	\$
14	1-2-23 To 1-1-24	\$	50%	\$	2		%	\$
15	1-2-22 To 1-1-23	\$	35%	\$	3		%	\$
16A	1-2-21 To 1-1-22	\$	20%	\$	4		%	\$
16B	1-2-20 To 1-1-21	\$	20%	\$	5		%	\$
16C	1-2-19 To 1-1-20	\$	20%	\$	6		%	\$
16D	1-2-18 To 1-1-19	\$	20%	\$	7		%	\$
16E	1-2-17 To 1-1-18	\$	20%	\$	8		%	\$
16F	1-2-16 To 1-1-17	\$	20%	\$	9		%	\$
16G	3-2-15 To 1-1-16	\$	20%	\$	10		%	\$
17	TOTAL POOL NUMBER 1	\$	--	\$	--	--	--	\$

POOL NUMBER 2 (5 TO 8 YEAR LIFE)

	Form 103-Long, Schedule A, Column C, Adjusted Cost	TTV%	True Tax Value	Minimum Value Ratio (if applicable) (5 decimal places)	Year	Year *	Percent	Deduction Claimed
18	1-2-24 To 1-1-25	\$	40%	\$	1		%	\$
19	1-2-23 To 1-1-24	\$	56%	\$	2		%	\$
20	1-2-22 To 1-1-23	\$	42%	\$	3		%	\$
21	1-2-21 To 1-1-22	\$	32%	\$	4		%	\$
22	1-2-20 To 1-1-21	\$	24%	\$	5		%	\$
23	1-2-19 To 1-1-20	\$	18%	\$	6		%	\$
24A	1-2-18 To 1-1-19	\$ 273,703	15%	\$ 41,055	1.07372	7	70.00%	\$ 30,857
24B	1-2-17 To 1-1-18	\$ 31,585,584	15%	\$ 4,737,838	1.07372	8	70.00%	\$ 3,560,978
24C	1-2-16 To 1-1-17	\$	15%	\$	9		%	\$
24D	3-2-15 To 1-1-16	\$	15%	\$	10		%	\$
25	TOTAL POOL NUMBER 2	\$ 31,859,287	--	\$ 4,778,893	--	--	--	\$ 3,591,835

SUB-TOTAL - POOLS 1 AND 2 (Total Lines 17 and 25. Enter to the Right and on Page 2.)	\$ 3,591,835
--	--------------

SECTION 3 (continued)		ABATED EQUIPMENT POOLING SCHEDULE POOL NUMBER 3 (9 TO 12 YEAR LIFE)							
		Form 103-Long, Schedule A, Column C, Adjusted Cost	TTV%	True Tax Value	Minimum Value Ratio (if applicable) (5 decimal places)	Year	Year *	Percent	Deduction Claimed
26	1-2-24 To 1-1-25	\$	40%	\$		1		%	\$
27	1-2-23 To 1-1-24	\$	60%	\$		2		%	\$
28	1-2-22 To 1-1-23	\$	55%	\$		3		%	\$
29	1-2-21 To 1-1-22	\$	45%	\$		4		%	\$
30	1-2-20 To 1-1-21	\$	37%	\$		5		%	\$
31	1-2-19 To 1-1-20	\$	30%	\$		6		%	\$
32	1-2-18 To 1-1-19	\$	25%	\$		7		%	\$
33	1-2-17 To 1-1-18	\$	20%	\$		8		%	\$
34	1-2-16 To 1-1-17	\$	16%	\$		9		%	\$
35	3-2-15 To 1-1-16	\$	12%	\$		10		%	\$
37	TOTAL POOL NUMBER 3	\$	--	\$	--	--	--	--	\$

POOL NUMBER 4 (13 YEAR AND LONGER LIVES)									
		Form 103-Long, Schedule A, Column C, Adjusted Cost	TTV%	True Tax Value	Minimum Value Ratio (if applicable) (5 decimal places)	Year	Year *	Percent	Deduction Claimed
38	1-2-24 To 1-1-25	\$	40%	\$		1		%	\$
39	1-2-23 To 1-1-24	\$	60%	\$		2		%	\$
40	1-2-22 To 1-1-23	\$	63%	\$		3		%	\$
41	1-2-21 To 1-1-22	\$	54%	\$		4		%	\$
42	1-2-20 To 1-1-21	\$	46%	\$		5		%	\$
43	1-2-19 To 1-1-20	\$	40%	\$		6		%	\$
44	1-2-18 To 1-1-19	\$	34%	\$		7		%	\$
45	1-2-17 To 1-1-18	\$	29%	\$		8		%	\$
46	1-2-16 To 1-1-17	\$	25%	\$		9		%	\$
47	3-2-15 To 1-1-16	\$	21%	\$		10		%	\$
51	TOTAL POOL NUMBER 4	\$	--	\$	--	--	--	--	\$

SUB-TOTAL - POOLS 3 AND 4 (Total Lines 37 and 51. Enter to the Right and Below.)									\$
--	--	--	--	--	--	--	--	--	----

SPECIAL TOOLING									
Round all figures to the nearest \$1. Report only the cost of abated special tools, dies, jigs, etc. (50 IAC 4.2-6-2)			True Tax Value (Included on Form 103-T)			Abatement			Deduction Claimed
						Year	Year *	Percent	
S1	1-2-24 To 1-1-25	\$	30%	\$	The Minimum Value Ratio Is Not Applicable To Special Tooling	1		%	\$
S2	1-2-23 To 1-1-24	\$	3%	\$		2		%	\$
S3	1-2-22 To 1-1-23	\$	3%	\$		3		%	\$
S4	1-2-21 To 1-1-22	\$	3%	\$		4		%	\$
S5	1-2-20 To 1-1-21	\$	3%	\$		5		%	\$
S6	1-2-19 To 1-1-20	\$	3%	\$		6		%	\$
S7	1-2-18 To 1-1-19	\$	3%	\$		7		%	\$
S8	1-2-17 To 1-1-18	\$	3%	\$		8		%	\$
S9	1-2-16 To 1-1-17	\$	3%	\$		9		%	\$
S10	3-2-15 To 1-1-16	\$	3%	\$		10		%	\$
S11	TOTAL SPECIAL TOOLING	\$	--	\$	--	--	--	--	\$

SUB-TOTAL POOLS 1 AND 2 (from Page 1)		\$	3,591,835
SUB-TOTAL POOLS 3 AND 4 (from Above)		\$	
SUB-TOTAL SPECIAL TOOLING (from Above - Line S11)		\$	
TOTAL ALL POOLS AND SPECIAL TOOLING		\$	3,591,835
LIMIT ON AMOUNT OF ABATEMENT STATED IN RESOLUTION	Cost \$	Assessed Value \$	
AMOUNT OF DEDUCTION CLAIMED – Lesser of Resolution Limit on Abatement or Total All Pools. (Carry deduction forward to the Summary Section on Page 1 of the Form 103-Long)		\$	3,591,835

Obsolescence Claimed on Form 106? ☐ Yes ☐ No

NOTE: If obsolescence is claimed on depreciable assets, the applicable adjustment must be taken on the Abatement Deduction being claimed. Show calculations on Form 106.

Line numbers on this form match the line numbers on the Form 103-Long. Lines were added to Pools 1 and 2 and deleted from Pools 3 and 4 to reflect the ten (10) year abatement limitation.

* This column may be used when the abatement year does not correlate with the acquisition year within the pool.

An example might be when used equipment is moved into Indiana from out of state and it was granted an abatement.

*Parcel 8-6
(348000-009)*

RESOLUTION 15-07

TO CONFIRM RESOLUTION 15-06 WHICH DESIGNATED AN
ECONOMIC REVITALIZATION AREA, APPROVED A STATEMENTS OF BENEFITS,
AND AUTHORIZED A PERIOD OF TAX ABATEMENT
FOR PERSONAL PROPERTY IMPROVEMENTS

- Re: Properties at 1501 South Strong Drive
(Cook Pharmica, LLC, Petitioner)

- WHEREAS, Cook Pharmica, LLC, ("Petitioner") has filed an application for designation of property at 1501 South Strong Drive, Bloomington, Indiana, comprised of a parcel identified by the Parcel Number listed herein, as an "Economic Revitalization Area" ("ERA") pursuant to Indiana Code 6-1.1-12.1 *et seq.*; and
- WHEREAS, the subject site is identified by the following Monroe County Parcel Number:
53-08-05-400-032.000-009; Alt Parcel Num: 015-43770-00; and
- WHEREAS, the Petitioner has also submitted a statement of benefits form to the Common Council; and
- WHEREAS, according to this material, the Petitioner wishes to invest \$25 million to install equipment to expand Petitioner's vial and syringe filling capacity at its existing plant on the subject site, which will enable the creation of 70 full-time permanent positions with an annual payroll of \$3,200,000, excluding benefits and overtime, (the "Project"); and
- WHEREAS, as required by Indiana Code, Bloomington Municipal Code, and a Memorandum of Understanding to be executed pursuant to the City of Bloomington Tax Abatement General Standards, the Petitioner shall agree to provide information in a timely fashion each year to the County Auditor and the Common Council showing the extent to which the Petitioner has complied with the Statement of Benefits, complied with the City of Bloomington's Living Wage Ordinance (B.M.C. 2.28), and complied with commitments specified in the Memorandum of Understanding; and
- WHEREAS, the Economic Development Commission has reviewed the Petitioner's application and Statement of Benefits and passed Resolution 15-03 recommending that the Common Council designate the area as an ERA, approve the Statement of Benefits, and authorize a ten-year period of abatement for the personal property improvements; and
- WHEREAS, the Common Council has investigated the area and reviewed the Application and Statement of Benefits, which are attached and made a part of this Resolution and has found the following:
- A. the estimate of the cost of the new manufacturing equipment that will be installed as part of the Project is reasonable;
 - B. the estimate of the number of individuals who will be employed or whose employment will be retained can be reasonably expected to result from the new manufacturing equipment that will be installed as part of the Project;
 - C. the estimate of the annual salaries of these individuals who will be employed or whose employment will be retained can be reasonably expected to result from the new manufacturing equipment that will be installed as part of the Project;
 - D. the totality of benefits is sufficient to justify the deduction; and
- WHEREAS, the Common Council has further found that the Project will not negatively impact the ability of the Thomson-Walnut-Winslow Tax Increment Finance (TIF) district to meet its debt obligations; and
- WHEREAS, the subject site is affected by factors that prevent a normal development or use of the property; and
- WHEREAS, the Common Council adopted Resolution 15-06 on March 25, 2015, which designated the above property as an "Economic Revitalization Area," approved the Statement of Benefits, and authorized a ten (10) year period of tax abatement for personal property improvements;

WHEREAS, the City Clerk published notice of the passage of that resolution, which requested that persons having objections or remonstrance to the designation, statement of benefits submission, and findings of fact appear before the Common Council at its meeting on April 8, 2015; and

WHEREAS, the Common Council has reviewed and heard all such objections and remonstrance to such designation;

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

1. Pursuant to Indiana Code 6-1.1-12.1-1 *et seq.*, the Common Council hereby affirms its determination made in Resolution 15-06 that the area described above is an "Economic Revitalization Area" and that the totality of benefits of the Project entitle the owner of the property or its successor(s) to a deduction from the assessed value of the personal property improvements for a period of ten (10) years.

2. Pursuant to Indiana Code 6-1.1-12.1-17, the Common Council hereby sets the following abatement schedule for the Project for real estate improvements;


Year 1	70%
Year 2	70%
Year 3	70%
Year 4	70%
Year 5	70%
Year 6	70%
Year 7	70%
Year 8	70%
Year 9	70%
Year 10	70%

3. In granting this designation and deduction the Common Council incorporates Indiana Code 6-1.1-12.1-12. It also expressly exercises the power set forth in Indiana Code 6-1.1-12.1-2 (i) (6) to impose additional, reasonable conditions on the rehabilitation or redevelopment beyond those listed in the Statement of Benefits. In particular, failure of the property owner to make reasonable efforts to comply with the following conditions is an additional reason for the Council to rescind this designation and deduction:


- a. the capital investment of at least \$25 million for equipment shall be completed before or within twelve months of the completion date as listed on the application; and
- b. the land and improvements shall be developed and used in a manner that complies with local code; and
- c. Petitioner will comply with all compliance reporting requirements in the manner described by Indiana Code, Bloomington Municipal Code, and by the Memorandum of Understanding.

4. This designation shall expire no later than December 31, 2028, unless extended by action of the Common Council and upon recommendation of the Bloomington Economic Development Commission.


PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 5th day of APRIL, 2015.


DAVE ROLLO, President
Bloomington Common Council

SIGNED and APPROVED by me upon this 9th day of April, 2015.


MARK KRUZAN, Mayor
City of Bloomington

ATTEST:


REGINA MOORE, Clerk
City of Bloomington

SYNOPSIS

This resolution confirms Resolution 15-06 and designates a parcel owned by Cook Pharmica, LLC and known as 1501 South Strong Drive as an Economic Revitalization Area (ERA). This designation was recommended by the Economic Development Commission and will enable the expansion of Cook Pharmica's vial and syringe filling capacity, creating additional jobs within the City. The resolution also approves a ten-year period of abatement for certain personal property improvements at 1501 South Strong Drive and sets its abatement schedule.

Signed copies to:

Legal (5)
Controller (1)
EDC
Public Works
E&SD

MC Auditor
MC Assessor
MC Treasurer
MC Recorder
Footing bodies list

check



COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)

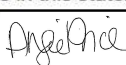
Prescribed by the Department of Local Government Finance

PRIVACY NOTICE
This form contains confidential
information pursuant to
IC 6-1.1-35-9 and IC 6-1.1-12.1-5.6.

FORM CF-1 / PP

20 25 Pay 20 26

- INSTRUCTIONS:**
1. Property owners whose Statement of Benefits was approved must file this form with the local designating body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
 2. This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between January 1 and May 15, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between January 1 and the extended due date of each year.
 3. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-1).

SECTION 1 TAXPAYER INFORMATION								
Name of Taxpayer Cook Pharmica LLC (DBA Catalent Indiana LLC)						County Monroe		
Address of Taxpayer (number and street, city, state, and ZIP code) 1300 South Patterson Drive, Bloomington, IN 47403						DLGF Taxing District Number 009		
Name of Contact Person				Telephone Number ()		Email Address		
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY								
Name of Designating Body Common Council of the City of Bloomington				Resolution Number 19-04		Estimated State Date (month, day, year) 6/1/2019		
Location of Property 1300 South Patterson Drive, Bloomington, IN 47403						Actual Start Date (month, day, year) 6/1/2019		
Description of new manufacturing equipment, new research and development equipment, new information technology equipment, or new logistical distribution equipment to be acquired.						Estimated Completion Date (month, day, year) 11/30/2021		
						Actual Completion Date (month, day, year) 11/30/2021		
SECTION 3 EMPLOYEES AND SALARIES								
EMPLOYEES AND SALARIES				AS ESTIMATED ON SB-1		ACTUAL		
Current Number of Employees				839		1,811		
Salaries				43,926,000		157,344,011.50		
Number of Employees Retained				839		839		
Salaries				43,926,000		43,926,000.00		
Number of Additional Employees				200		972		
Salaries				13,312,000		113,418,011.50		
SECTION 4 COST AND VALUES								
	MANUFACTURING EQUIPMENT		RESEARCH & DEVELOPMENT EQUIPMENT		LOGISTICAL DISTRIBUTION EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	\$	\$ 55,376,790	\$	\$	\$	\$	\$	\$
Plus: Values of Proposed Project	\$ 85,000,000	\$ 34,000,000	\$	\$	\$	\$	\$	\$
Less: Values of Any Property Being Replaced	\$	\$	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project	\$	\$ 89,376,790	\$	\$	\$	\$	\$	\$
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	\$	\$	\$	\$	\$	\$	\$	\$
Plus: Values of Proposed Project	\$ 107,469,605	\$ 32,240,882	\$	\$	\$	\$	\$	\$
Less: Values of Any Property Being Replaced	\$	\$	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project	\$	\$	\$	\$	\$	\$	\$	\$
NOTE: The COST of the property is confidential pursuant to IC 6-1.1-12.1-5.6(c).								
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER								
WASTE CONVERTED AND OTHER BENEFITS					AS ESTIMATED ON SB-1		ACTUAL	
Amount of Solid Waste Converted								
Amount of Hazardous Waste Converted								
Other Benefits:								
SECTION 6 TAXPAYER CERTIFICATION								
I hereby certify that the representations in this statement are true.								
Signature of Authorized Representative 				Title Authorized Agent			Date Signed (month, day, year) 5/15/2025	

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)**INSTRUCTIONS:** (IC 6-1.1-12.1-5.9)

1. Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the county assessor and the county auditor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made a reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made a reasonable effort to comply, the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:

- ☐ The property owner **IS** in substantial compliance
- ☐ The property owner **IS NOT** in substantial compliance
- ☐ Other (specify) _____

Reasons for the Determination (attach additional sheets if necessary)

Signature of Authorized Member

Date Signed (month, day, year)

Attested By

Designating Body

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.

Time of Hearing

☐

AM

Date of Hearing (month, day, year)

Location of Hearing

☐

PM

HEARING RESULTS (to be completed after the hearing)☐

Approved

☐

Denied (see Instruction 5 above)

Reasons for the Determination (attach additional sheets if necessary)

Signature of Authorized Member

Date Signed (month, day, year)

Attested By

Designating Body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.



SCHEDULE OF DEDUCTION FROM ASSESSED VALUATION PERSONAL PROPERTY IN ECONOMIC REVITALIZATION AREA

State Form 52503 (R22 / 1-25)

Prescribed by the Department of Local Government Finance

FORM 103 - ERA

PRIVACY NOTICE

This form contains confidential information pursuant to IC 6-1.1-35-9.

JANUARY 1, 2025

For Assessor's Use Only

INSTRUCTIONS:

1. In order to receive a deduction, this schedule must be submitted with a timely filed Form 103-Long.
2. A separate schedule must be completed and attached to Form 103-Long for each approved Form SB-1/PP for the abatement.
3. Attach a copy of the applicable Form CF-1 to this schedule. First-time filings must also include Form SB-1 and the resolution from the designating body.
4. For any acquisitions included herein since the last assessment date, attach a list of the newly included equipment on Form 103-EL.

SECTION 1 OWNER INFORMATION									
Name of Taxpayer Catalent Indiana, LLC, DBA: Catalent Indiana, LLC Assessor Acct: 53-109-18003-37					Name of Contact Person Catalent Pharma Solutions				
Full Address (number and street, city, state, and ZIP code) 14 Schoolhouse Rd, Somerset, NJ 08873					Email Address of Contact Person mjohan@dmmainc.com			Telephone Number (317) 596-3260	
County Monroe		Township Bloomington City-Perry Township			Taxing District Bloomington City-Perry Township			Fax Number	
SECTION 2 ECONOMIC REVITALIZATION AREA INFORMATION									
Name of Body Designating the Economic Revitalization Area Common Council of the City of Bloomington					Resolution Number 19-03			Length of Abatement (years) 10	
Date Designation Approved (month, day, year) 01/01/2020			Designation Termination Date (month, day, year) 12/31/2030			Does Resolution Limit Dollar Amount of Deduction? <input type="checkbox"/> Yes, and limit is based on Equipment <input type="checkbox"/> Cost <input type="checkbox"/> Assessed Value <input checked="" type="checkbox"/> No			
SECTION 3 ABATED EQUIPMENT POOLING SCHEDULE									
The total cost of depreciable assets must be reported on Form 103-Long. This schedule includes only the values attributable to the new manufacturing, research and development, logistical distribution, and/or information technology equipment under abatement per the resolution and IC 6-1.1-12.1.									
The Minimum Value Ratio applies if Line 53 is greater than Line 52D on Page 2 of the Form 103-Long [IC 6-1.1-12.1-4.5(g)]					Box 1 - Enter Amount Shown on Line 53 of Form 103-Long 147,031,356				
Box 2 - Enter Amount Shown on Line 52D of Form 103-Long 136,935,867					Box 3 - Divide Box 1 by Box 2 (Carry Ratio 5 Decimal Places) 1.07372				
POOL NUMBER 1 (1 TO 4 YEAR LIFE)									
		Form 103-Long, Schedule A, Column C, Adjusted Cost	TTV%	True Tax Value	Minimum Value Ratio (if applicable) (5 decimal places)	Year	Year *	Percent	Deduction Claimed
13	1-2-24 To 1-1-25	\$	65%	\$		1		%	\$
14	1-2-23 To 1-1-24	\$	50%	\$		2		%	\$
15	1-2-22 To 1-1-23	\$	35%	\$		3		%	\$
16A	1-2-21 To 1-1-22	\$	20%	\$		4		%	\$
16B	1-2-20 To 1-1-21	\$	20%	\$		5		%	\$
16C	1-2-19 To 1-1-20	\$	20%	\$		6		%	\$
16D	1-2-18 To 1-1-19	\$	20%	\$		7		%	\$
16E	1-2-17 To 1-1-18	\$	20%	\$		8		%	\$
16F	1-2-16 To 1-1-17	\$	20%	\$		9		%	\$
16G	3-2-15 To 1-1-16	\$	20%	\$		10		%	\$
17	TOTAL POOL NUMBER 1	\$	--	\$	--	--	--	--	\$
POOL NUMBER 2 (5 TO 8 YEAR LIFE)									
		Form 103-Long, Schedule A, Column C, Adjusted Cost	TTV%	True Tax Value	Minimum Value Ratio (if applicable) (5 decimal places)	Year	Year *	Percent	Deduction Claimed
18	1-2-24 To 1-1-25	\$	40%	\$		1		%	\$
19	1-2-23 To 1-1-24	\$	56%	\$		2		%	\$
20	1-2-22 To 1-1-23	\$	42%	\$		3		%	\$
21	1-2-21 To 1-1-22	\$ 95,973,317	32%	\$ 30,711,461	1.07372	4		65.00%	\$ 21,434,082
22	1-2-20 To 1-1-21	\$ 11,496,288	24%	\$ 2,759,109	1.07372	5		50.00%	\$ 1,481,255
23	1-2-19 To 1-1-20	\$	18%	\$		6		%	\$
24A	1-2-18 To 1-1-19	\$	15%	\$		7		%	\$
24B	1-2-17 To 1-1-18	\$	15%	\$		8		%	\$
24C	1-2-16 To 1-1-17	\$	15%	\$		9		%	\$
24D	3-2-15 To 1-1-16	\$	15%	\$		10		%	\$
25	TOTAL POOL NUMBER 2	\$ 107,469,605	--	\$ 33,470,570	--	--	--	--	\$ 22,915,337
SUB-TOTAL - POOLS 1 AND 2 (Total Lines 17 and 25. Enter to the Right and on Page 2.)									\$ 22,915,337

SECTION 3 (continued)		ABATED EQUIPMENT POOLING SCHEDULE POOL NUMBER 3 (9 TO 12 YEAR LIFE)							
		Form 103-Long, Schedule A, Column C, Adjusted Cost	TTV%	True Tax Value	Minimum Value Ratio (if applicable) (5 decimal places)	Year	Year *	Percent	Deduction Claimed
26	1-2-24 To 1-1-25	\$	40%	\$		1		%	\$
27	1-2-23 To 1-1-24	\$	60%	\$		2		%	\$
28	1-2-22 To 1-1-23	\$	55%	\$		3		%	\$
29	1-2-21 To 1-1-22	\$	45%	\$		4		%	\$
30	1-2-20 To 1-1-21	\$	37%	\$		5		%	\$
31	1-2-19 To 1-1-20	\$	30%	\$		6		%	\$
32	1-2-18 To 1-1-19	\$	25%	\$		7		%	\$
33	1-2-17 To 1-1-18	\$	20%	\$		8		%	\$
34	1-2-16 To 1-1-17	\$	16%	\$		9		%	\$
35	3-2-15 To 1-1-16	\$	12%	\$		10		%	\$
37	TOTAL POOL NUMBER 3	\$	—	\$	—	—	—	—	\$

POOL NUMBER 4 (13 YEAR AND LONGER LIVES)									
		Form 103-Long, Schedule A, Column C, Adjusted Cost	TTV%	True Tax Value	Minimum Value Ratio (if applicable) (5 decimal places)	Year	Year *	Percent	Deduction Claimed
38	1-2-24 To 1-1-25	\$	40%	\$		1		%	\$
39	1-2-23 To 1-1-24	\$	60%	\$		2		%	\$
40	1-2-22 To 1-1-23	\$	63%	\$		3		%	\$
41	1-2-21 To 1-1-22	\$	54%	\$		4		%	\$
42	1-2-20 To 1-1-21	\$	46%	\$		5		%	\$
43	1-2-19 To 1-1-20	\$	40%	\$		6		%	\$
44	1-2-18 To 1-1-19	\$	34%	\$		7		%	\$
45	1-2-17 To 1-1-18	\$	29%	\$		8		%	\$
46	1-2-16 To 1-1-17	\$	25%	\$		9		%	\$
47	3-2-15 To 1-1-16	\$	21%	\$		10		%	\$
51	TOTAL POOL NUMBER 4	\$	—	\$	—	—	—	—	\$

SUB-TOTAL - POOLS 3 AND 4 (Total Lines 37 and 51. Enter to the Right and Below.)	\$
--	----

SPECIAL TOOLING									
Round all figures to the nearest \$1. Report only the cost of abated special tools, dies, jigs, etc. (50 IAC 4.2-6-2)			True Tax Value (Included on Form 103-T)		The Minimum Value Ratio Is Not Applicable To Special Tooling	Abatement			Deduction Claimed
						Year	Year *	Percent	
S1	1-2-24 To 1-1-25	\$	30%	\$		1		%	\$
S2	1-2-23 To 1-1-24	\$	3%	\$		2		%	\$
S3	1-2-22 To 1-1-23	\$	3%	\$		3		%	\$
S4	1-2-21 To 1-1-22	\$	3%	\$		4		%	\$
S5	1-2-20 To 1-1-21	\$	3%	\$		5		%	\$
S6	1-2-19 To 1-1-20	\$	3%	\$		6		%	\$
S7	1-2-18 To 1-1-19	\$	3%	\$		7		%	\$
S8	1-2-17 To 1-1-18	\$	3%	\$		8		%	\$
S9	1-2-16 To 1-1-17	\$	3%	\$		9		%	\$
S10	3-2-15 To 1-1-16	\$	3%	\$		10		%	\$
S11	TOTAL SPECIAL TOOLING	\$	—	\$	—	—	—	—	\$

SUB-TOTAL POOLS 1 AND 2 (from Page 1)	\$	22,915,337
SUB-TOTAL POOLS 3 AND 4 (from Above)	\$	
SUB-TOTAL SPECIAL TOOLING (from Above - Line S11)	\$	
TOTAL ALL POOLS AND SPECIAL TOOLING	\$	22,915,337
LIMIT ON AMOUNT OF ABATEMENT STATED IN RESOLUTION	Cost \$	Assessed Value \$
AMOUNT OF DEDUCTION CLAIMED – Lesser of Resolution Limit on Abatement or Total All Pools. (Carry deduction forward to the Summary Section on Page 1 of the Form 103-Long)		\$ 22,915,337

Obsolescence Claimed on Form 106? ☐ Yes ☐ No

NOTE: If obsolescence is claimed on depreciable assets, the applicable adjustment must be taken on the Abatement Deduction being claimed. Show calculations on Form 106.

Line numbers on this form match the line numbers on the Form 103-Long. Lines were added to Pools 1 and 2 and deleted from Pools 3 and 4 to reflect the ten (10) year abatement limitation.

* This column may be used when the abatement year does not correlate with the acquisition year within the pool.

An example might be when used equipment is moved into Indiana from out of state and it was granted an abatement.

RESOLUTION 19-04

**TO CONFIRM RESOLUTION 19-03 EXTENDING THE PERIOD OF DESIGNATION
OF AN ECONOMIC REVITALIZATION AREA, APPROVING THE STATEMENTS OF
BENEFITS, AND AUTHORIZING PERIODS OF ABATEMENT FOR REAL AND
PERSONAL PROPERTY IMPROVEMENTS**

**- Re: Property at 1300 S Patterson Drive
(Catalent Indiana, LLC, Petitioner)**

- WHEREAS, Catalent Indiana, LLC, ("Petitioner") filed an application for an extension of the existing designation of property at 1300 South Patterson Drive, Bloomington, Indiana, comprised of a parcel identified by the Parcel Number listed herein, as an "Economic Revitalization Area" ("ERA") pursuant to Indiana Code § 6-1.1-12.1 *et seq.*; and
- WHEREAS, the subject site is identified by the following Monroe County Parcel Number:
53-08-05-400-032.000-009; Alt Parcel Num: 015-43770-00; and
- WHEREAS, the Petitioner applied for a tax abatement and submitted separate Statement of Benefits forms to the Common Council for personal and real property improvements to the subject site;
- WHEREAS, according to this material, the Petitioner wishes to invest at least \$85 million in personal property improvements to the subject site, to install equipment to expand Petitioner's packaging and sterile filling capacity, and support specialized device assembly at its existing facility; and
- WHEREAS, according to this material, the Petitioner wishes to invest at least \$40 million in real property improvements to the subject site; and
- WHEREAS, Petitioner has committed to creating a minimum of 200 new full-time, permanent jobs as part of this investment, with an average annual salary of at least \$66,500 (not including benefits); and
- WHEREAS, the above real estate improvements and personal property investments constitute "the Project;" and
- WHEREAS, as required by Indiana Code, Bloomington Municipal Code, and a Memorandum of Understanding to be executed pursuant to the City of Bloomington Tax Abatement General Standards, the Petitioner shall agree to provide information in a timely fashion each year to the County Auditor and the Common Council showing the extent to which the Petitioner has complied with the Statement of Benefits, complied with the City of Bloomington's Living Wage Ordinance (B.M.C. 2.28), and complied with commitments specified in the Memorandum of Understanding; and
- WHEREAS, the Project is located in the Thomson-Walnut-Winslow Tax Increment Finance ("TIF") district; and
- WHEREAS, the Economic Development Commission ("EDC") reviewed the Petitioner's application and Statement of Benefits and passed Resolution 19-01 and Resolution 19-02 recommending that the Common Council extend the existing ERA designation through December 31, 2033, approve both Statement of Benefits forms, and authorize ten-year periods of abatement for both the real and personal property improvements; and
- WHEREAS, the Common Council has investigated the area and reviewed the Application and Statement of Benefits, which are attached and made a part hereof, and found the following:
- A. the estimate of the value of the Project is reasonable;

- B. the estimate of the number of individuals who will be employed or whose employment will be retained can be reasonably expected to result from the Project as proposed;
- C. the estimate of the annual salaries of these individuals who will be employed or whose employment will be retained can be reasonably expected to result from the Project as proposed;
- D. any other benefits about which information was requested are benefits that can be reasonably expected to result from the Project; and
- E. the totality of benefits is sufficient to justify the deduction; and

WHEREAS, the Common Council has further found that the Project will not negatively impact the ability of the Thomson-Walnut-Winslow TIF district to meet its debt obligations; and

WHEREAS, the Common Council adopted Resolution 19-03 on February 13, 2019, which extended the designation period of the above property as an "Economic Revitalization Area," approved both Statement of Benefits, and authorized ten-year periods of tax abatement for both real and personal property improvements; and

WHEREAS, the City Clerk published notice of the passage of that resolution, which requested that persons having objections or remonstrance to the designation, Statement of Benefits submissions, and findings of fact appear before the Common Council at its meeting on March 6, 2019; and

WHEREAS, the Common Council has reviewed and heard all such objections and remonstrance to such designation;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. Pursuant to Indiana Code § 6-1.1.-12.1-1 *et seq.*, the Common Council affirms its determination made in Resolution 19-03 that the property at 1300 South Patterson Drive, comprised of the one parcel identified above, which is within the Thomson-Walnut-Winslow TIF Area, is an "Economic Revitalization Area" as set forth in Indiana Code § 6-1.1-12.1-1 *et seq.*, and affirms extending the expiration of this designation.

SECTION 2. This designation shall expire no later than December 31, 2033, unless extended by action of the Common Council and upon recommendation of the Bloomington Economic Development Commission.

SECTION 3. The Common Council affirms its approval of Petitioner's Statements of Benefits for both real estate and personal property improvements.

SECTION 4. The Common Council affirms its findings that the totality of the benefits of the Project entitle the owner of the property or its successor(s) to a deduction from the assessed value of the real and personal property improvements for a period of ten (10) years each.

SECTION 5. Pursuant to Indiana Code § 6-1.1-12.1-17, the Common Council hereby sets the following abatement schedules for the real estate and personal property improvements:

- a. For real estate improvements for the Project, a period of ten (10) years with the following deduction schedule:

Year 1	100%
Year 2	95%
Year 3	80%
Year 4	65%
Year 5	50%
Year 6	40%
Year 7	30%
Year 8	20%
Year 9	10%
Year 10	5%

- b. For the personal property installed and placed in service for the Project, a period of ten (10) years with the following deduction schedule:

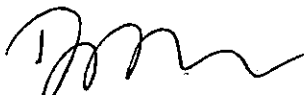
Year 1	100%
Year 2	95%
Year 3	80%
Year 4	65%
Year 5	50%
Year 6	40%
Year 7	30%
Year 8	20%
Year 9	10%
Year 10	5%

SECTION 6. In granting this designation and deductions the Common Council expressly exercises the power set forth in Indiana Code § 6-1.1-12.1-2(i)(6) to impose additional, reasonable conditions on the rehabilitation or redevelopment beyond those listed in the Statement of Benefits, and authorizes the City of Bloomington to negotiate a Memorandum of Understanding with the Petitioner specifying substantial compliance terms and consequences and remedies for noncompliance. In particular, failure of the property owner to make reasonable efforts to comply with the following conditions is an additional reason for the Council to rescind this designation and deduction:

- a. the capital investment of at least \$85 million for equipment; and
- b. the capital investment of at least \$40 million in real property improvements; and
- c. the land and improvements shall be developed and used in a manner that complies with local code; and
- d. the Project shall be completed before or within twelve months of the completion dates as listed on the application; and
- e. Petitioner will comply with all compliance reporting requirements in the manner described by Indiana Code, Bloomington Municipal Code, and by the Memorandum of Understanding.

SECTION 7. The Common Council also affirms its incorporation of the provisions of Indiana Code § 6-1.1-12.1-12 into Resolution 19-03, so that if the Petitioner ceases operations at the facility for which the deduction was granted and the Common Council finds that the Petitioner obtained the deduction by intentionally providing false information concerning its plans to continue operations at the facility, the Petitioner shall pay the amount determined under Indiana Code § 6-1.1-12.1-12(e) to the county treasurer.

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 22nd day of March, 2019.




DAVE ROLLO, President
Bloomington Common Council

ATTEST:

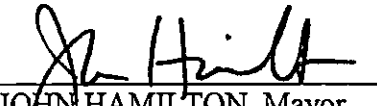


NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 7th day of March, 2019.


NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 8th day of March, 2019.


JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This resolution confirms Resolution 19-03 extending the Economic Revitalization Area (ERA) designation of a parcel owned by Catalent Indiana, LLC and known as 1300 S. Patterson Drive. This designation extension was recommended by the Economic Development Commission and will enable the expansion of Catalent's packaging, vial filling, and syringe filling capacity, creating additional jobs within the City. The resolution also authorizes a ten-year period of abatement for certain personal and real property improvements at 1300 S. Patterson Drive and sets the same abatement schedule for both real and personal property.



COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R6 / 4-23)

Prescribed by the Department of Local Government Finance

20 25 PAY 20 26

FORM CF-1 / Real Property

INSTRUCTIONS:

1. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
2. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
3. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 15 or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.3(j))
4. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.3 (k) and (l).

SECTION 1 TAXPAYER INFORMATION		
Name of Taxpayer Catalent Indiana, LLC		County Monroe
Address of Taxpayer (number and street, city, state, and ZIP code) 1300 South Patterson Drive, Bloomington, IN		DLGF Taxing District Number 009-Perry
Name of Contact Person Alexander Haig	Telephone Number (812) 340-5147	Email Address
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of Designating Body City of Bloomington Common Council	Resolution Number 19-04	Estimated Start Date (month, day, year) June 1, 2019
Location of Property 1100 S Strong Dr Bloomington IN 47403-47473	Parcel: 53-08-05-400-032.000-009	Actual Start Date (month, day, year) June 1, 2019
Description of Real Property Improvements The project is comprised of two phases. Phase 1 is aimed to expand packaging capacity and add new capabilities to support specialized device assembly for biological products produced within the site by 2020. Phase 2 is to expand drug product sterile filling capacity by 2022 to		Estimated Completion Date (month, day, year) November 30, 2021
		Actual Completion Date (month, day, year) November 30, 2021 (est)
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	839	1811
Salaries	43,926,000.00	157,344,011.50
Number of Employees Retained	839	839
Salaries	43,926,000.00	43,926,000.00
Number of Additional Employees	200	972
Salaries	13,312,000.00	113,418,011.50
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project	\$	\$ 43,828,800.00
Plus: Values of Proposed Project	\$ 40,000,000.00	\$ 10,000,000.00
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$	\$ 53,828,800.00
ACTUAL	COST	ASSESSED VALUE
Values Before Project	\$	\$ 43,828,800.00
Plus: Values of Proposed Project	\$	\$ 52,258,400.00
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$	\$ 96,087,200.00
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		
SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of Authorized Representative Steve Brunson	Title Authorized Agent	Date Signed (month, day, year) May 7, 2025

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)

INSTRUCTIONS: (IC 6-1.1-12.1-5.3 and IC 6-1.1-12.1-5.9)

1. Not later than forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits (Form SB-1/Real Property).
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. The date of this hearing may not be more than thirty (30) days after the date this notice is mailed. A copy of the notice may be sent to the county auditor and the county assessor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable efforts to substantially comply with the Statement of Benefits (Form SB-1/Real Property), and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable efforts to comply, the designating body shall adopt a resolution terminating the property owner's deduction. If the designating body adopts such a resolution, the deduction does not apply to the next installment of property taxes owed by the property owner or to any subsequent installment of property taxes. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:

☐ The Property Owner **IS** in Substantial Compliance☐ The Property Owner **IS NOT** in Substantial Compliance☐ Other (specify) _____

Reasons for the Determination (attach additional sheets if necessary)

Signature of Authorized Member

Date Signed (month, day, year)

Attested By

Designating Body

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)

Time of Hearing

☐

AM

Date of Hearing (month, day, year)

Location of Hearing

☐

PM

HEARING RESULTS (to be completed after the hearing)☐

Approved

☐

Denied (see Instruction 4 above)

Reasons for the Determination (attach additional sheets if necessary)

Signature of Authorized Member

Date Signed (month, day, year)

Attested By

Designating Body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.



COMPLIANCE WITH STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51765 (R7 / 12-22)

Prescribed by the Department of Local Government Finance

PRIVACY NOTICE
This form contains confidential
information pursuant to
IC 6-1.1-35-9 and IC 6-1.1-12.1-5.6.

FORM CF-1 / PP

20 25 Pay 20 26

- INSTRUCTIONS:**
1. Property owners whose Statement of Benefits was approved must file this form with the local designating body to show the extent to which there has been compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
 2. This form must be filed with the Form 103-ERA Schedule of Deduction from Assessed Value between January 1 and May 15, unless a filing extension under IC 6-1.1-3.7 has been granted. A person who obtains a filing extension must file between January 1 and the extended due date of each year.
 3. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (CF-1).

SECTION 1 TAXPAYER INFORMATION								
Name of Taxpayer Catalent Indiana, LLC						County Monroe		
Address of Taxpayer (number and street, city, state, and ZIP code) 1300 South Patterson Drive, Bloomington, IN 47403						DLGF Taxing District Number 009		
Name of Contact Person				Telephone Number ()		Email Address		
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY								
Name of Designating Body Common Council of the City of Bloomington				Resolution Number 22-06		Estimated State Date (month, day, year) 1/1/2022		
Location of Property 1300 South Patterson Drive, Bloomington, IN 47403						Actual Start Date (month, day, year)		
Description of new manufacturing equipment, new research and development equipment, new information technology equipment, or new logistical distribution equipment to be acquired.						Estimated Completion Date (month, day, year) 12/31/2026		
						Actual Completion Date (month, day, year)		
SECTION 3 EMPLOYEES AND SALARIES								
EMPLOYEES AND SALARIES				AS ESTIMATED ON SB-1		ACTUAL		
Current Number of Employees				3212		1,811		
Salaries				200,428,800		157,344,011.50		
Number of Employees Retained				3212		1,811		
Salaries				200,428,800		157,344,011.50		
Number of Additional Employees				1,000				
Salaries				66,560,000				
SECTION 4 COST AND VALUES								
	MANUFACTURING EQUIPMENT		RESEARCH & DEVELOPMENT EQUIPMENT		LOGISTICAL DISTRIBUTION EQUIPMENT		IT EQUIPMENT	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	\$	\$	\$	\$	\$	\$	\$	\$
Plus: Values of Proposed Project	\$ 337,000,000	\$	\$ 1,000,000	\$	\$ 1,000,000	\$	\$ 1,000,000	\$
Less: Values of Any Property Being Replaced	\$	\$	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project	\$	\$	\$	\$	\$	\$	\$	\$
ACTUAL	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Values Before Project	\$	\$	\$	\$	\$	\$	\$	\$
Plus: Values of Proposed Project	\$ 69,421,984	\$ 20,826,595	\$	\$	\$	\$	\$	\$
Less: Values of Any Property Being Replaced	\$	\$	\$	\$	\$	\$	\$	\$
Net Values Upon Completion of Project	\$	\$	\$	\$	\$	\$	\$	\$
NOTE: The COST of the property is confidential pursuant to IC 6-1.1-12.1-5.6(c).								
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER								
WASTE CONVERTED AND OTHER BENEFITS				AS ESTIMATED ON SB-1		ACTUAL		
Amount of Solid Waste Converted								
Amount of Hazardous Waste Converted								
Other Benefits:								
SECTION 6 TAXPAYER CERTIFICATION								
I hereby certify that the representations in this statement are true.								
Signature of Authorized Representative <i>Angie Price</i>				Title Authorized Agent			Date Signed (month, day, year) 5/15/2025	

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)**INSTRUCTIONS:** (IC 6-1.1-12.1-5.9)

1. Within forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits.
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. If a notice is mailed to a property owner, a copy of the written notice will be sent to the county assessor and the county auditor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made a reasonable effort to substantially comply with the Statement of Benefits and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made a reasonable effort to comply, the designating body shall adopt a resolution terminating the deduction. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:

- ☐ The property owner **IS** in substantial compliance
- ☐ The property owner **IS NOT** in substantial compliance
- ☐ Other (specify) _____

Reasons for the Determination (attach additional sheets if necessary)

Signature of Authorized Member

Date Signed (month, day, year)

Attested By

Designating Body

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance.

Time of Hearing

☐

AM

Date of Hearing (month, day, year)

Location of Hearing

☐

PM

HEARING RESULTS (to be completed after the hearing)☐

Approved

☐

Denied (see Instruction 5 above)

Reasons for the Determination (attach additional sheets if necessary)

Signature of Authorized Member

Date Signed (month, day, year)

Attested By

Designating Body

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.



SCHEDULE OF DEDUCTION FROM ASSESSED VALUATION PERSONAL PROPERTY IN ECONOMIC REVITALIZATION AREA

State Form 52503 (R22 / 1-25)

Prescribed by the Department of Local Government Finance

FORM 103 - ERA

PRIVACY NOTICE

This form contains confidential information pursuant to IC 6-1.1-35-9.

JANUARY 1, 2025

For Assessor's Use Only

INSTRUCTIONS:

1. In order to receive a deduction, this schedule must be submitted with a timely filed Form 103-Long.
2. A separate schedule must be completed and attached to Form 103-Long for each approved Form SB-1/PP for the abatement.
3. Attach a copy of the applicable Form CF-1 to this schedule. First-time filings must also include Form SB-1 and the resolution from the designating body.
4. For any acquisitions included herein since the last assessment date, attach a list of the newly included equipment on Form 103-EL.

SECTION 1 OWNER INFORMATION									
Name of Taxpayer Catalent Indiana, LLC, DBA: Catalent Indiana, LLC Assessor Acct: 53-109-18003-37					Name of Contact Person Catalent Pharma Solutions				
Full Address (number and street, city, state, and ZIP code) 14 Schoolhouse Rd, Somerset, NJ 08873					Email Address of Contact Person mjohan@dmaine.com			Telephone Number (317) 596-3260	
County Monroe		Township Bloomington City-Perry Township			Taxing District Bloomington City-Perry Township			Fax Number	
SECTION 2 ECONOMIC REVITALIZATION AREA INFORMATION									
Name of Body Designating the Economic Revitalization Area Common Council of the City of Bloomington					Resolution Number 22-06			Length of Abatement (years) 20	
Date Designation Approved (month, day, year) 01/01/2022		Designation Termination Date (month, day, year) 12/31/2026			Does Resolution Limit Dollar Amount of Deduction? <input type="checkbox"/> Yes, and limit is based on Equipment <input type="checkbox"/> Cost <input type="checkbox"/> Assessed Value <input checked="" type="checkbox"/> No				
SECTION 3 ABATED EQUIPMENT POOLING SCHEDULE									
The total cost of depreciable assets must be reported on Form 103-Long. This schedule includes only the values attributable to the new manufacturing, research and development, logistical distribution, and/or information technology equipment under abatement per the resolution and IC 6-1.1-12.1.									
The Minimum Value Ratio applies if Line 53 is greater than Line 52D on Page 2 of the Form 103-Long [IC 6-1.1-12.1-4.5(g)]					Box 1 - Enter Amount Shown on Line 53 of Form 103-Long 147,031,356				
Box 2 - Enter Amount Shown on Line 52D of Form 103-Long 136,935,867					Box 3 - Divide Box 1 by Box 2 (Carry Ratio 5 Decimal Places) 1.07372				
POOL NUMBER 1 (1 TO 4 YEAR LIFE)									
		Form 103-Long, Schedule A, Column C, Adjusted Cost	TTV%	True Tax Value	Minimum Value Ratio (if applicable) (5 decimal places)	Year	Year *	Percent	Deduction Claimed
13	1-2-24 To 1-1-25	\$	65%	\$		1		%	\$
14	1-2-23 To 1-1-24	\$	50%	\$		2		%	\$
15	1-2-22 To 1-1-23	\$	35%	\$		3		%	\$
16A	1-2-21 To 1-1-22	\$	20%	\$		4		%	\$
16B	1-2-20 To 1-1-21	\$	20%	\$		5		%	\$
16C	1-2-19 To 1-1-20	\$	20%	\$		6		%	\$
16D	1-2-18 To 1-1-19	\$	20%	\$		7		%	\$
16E	1-2-17 To 1-1-18	\$	20%	\$		8		%	\$
16F	1-2-16 To 1-1-17	\$	20%	\$		9		%	\$
16G	3-2-15 To 1-1-16	\$	20%	\$		10		%	\$
17	TOTAL POOL NUMBER 1	\$	--	\$	--	--	--	--	\$
POOL NUMBER 2 (5 TO 8 YEAR LIFE)									
		Form 103-Long, Schedule A, Column C, Adjusted Cost	TTV%	True Tax Value	Minimum Value Ratio (if applicable) (5 decimal places)	Year	Year *	Percent	Deduction Claimed
18	1-2-24 To 1-1-25	\$ 51,598,145	40%	\$ 20,639,258	1.07372	1		90.00%	\$ 19,944,706
19	1-2-23 To 1-1-24	\$ 17,823,839	56%	\$ 9,981,350	1.07372	2		90.00%	\$ 9,645,458
20	1-2-22 To 1-1-23	\$	42%	\$		3		%	\$
21	1-2-21 To 1-1-22	\$	32%	\$		4		%	\$
22	1-2-20 To 1-1-21	\$	24%	\$		5		%	\$
23	1-2-19 To 1-1-20	\$	18%	\$		6		%	\$
24A	1-2-18 To 1-1-19	\$	15%	\$		7		%	\$
24B	1-2-17 To 1-1-18	\$	15%	\$		8		%	\$
24C	1-2-16 To 1-1-17	\$	15%	\$		9		%	\$
24D	3-2-15 To 1-1-16	\$	15%	\$		10		%	\$
25	TOTAL POOL NUMBER 2	\$ 69,421,984	--	\$ 30,620,608	--	--	--	--	\$ 29,590,164
SUB-TOTAL - POOLS 1 AND 2 (Total Lines 17 and 25. Enter to the Right and on Page 2.)									\$ 29,590,164

SECTION 3 (continued)		ABATED EQUIPMENT POOLING SCHEDULE POOL NUMBER 3 (9 TO 12 YEAR LIFE)							
		Form 103-Long, Schedule A, Column C, Adjusted Cost	TTV%	True Tax Value	Minimum Value Ratio (if applicable) (5 decimal places)	Year	Year *	Percent	Deduction Claimed
26	1-2-24 To 1-1-25	\$	40%	\$		1		%	\$
27	1-2-23 To 1-1-24	\$	60%	\$		2		%	\$
28	1-2-22 To 1-1-23	\$	55%	\$		3		%	\$
29	1-2-21 To 1-1-22	\$	45%	\$		4		%	\$
30	1-2-20 To 1-1-21	\$	37%	\$		5		%	\$
31	1-2-19 To 1-1-20	\$	30%	\$		6		%	\$
32	1-2-18 To 1-1-19	\$	25%	\$		7		%	\$
33	1-2-17 To 1-1-18	\$	20%	\$		8		%	\$
34	1-2-16 To 1-1-17	\$	16%	\$		9		%	\$
35	3-2-15 To 1-1-16	\$	12%	\$		10		%	\$
37	TOTAL POOL NUMBER 3	\$	--	\$	--	--	--	--	\$

POOL NUMBER 4 (13 YEAR AND LONGER LIVES)									
		Form 103-Long, Schedule A, Column C, Adjusted Cost	TTV%	True Tax Value	Minimum Value Ratio (if applicable) (5 decimal places)	Year	Year *	Percent	Deduction Claimed
38	1-2-24 To 1-1-25	\$	40%	\$		1		%	\$
39	1-2-23 To 1-1-24	\$	60%	\$		2		%	\$
40	1-2-22 To 1-1-23	\$	63%	\$		3		%	\$
41	1-2-21 To 1-1-22	\$	54%	\$		4		%	\$
42	1-2-20 To 1-1-21	\$	46%	\$		5		%	\$
43	1-2-19 To 1-1-20	\$	40%	\$		6		%	\$
44	1-2-18 To 1-1-19	\$	34%	\$		7		%	\$
45	1-2-17 To 1-1-18	\$	29%	\$		8		%	\$
46	1-2-16 To 1-1-17	\$	25%	\$		9		%	\$
47	3-2-15 To 1-1-16	\$	21%	\$		10		%	\$
51	TOTAL POOL NUMBER 4	\$	--	\$	--	--	--	--	\$

SUB-TOTAL - POOLS 3 AND 4 (Total Lines 37 and 51. Enter to the Right and Below.)									\$
--	--	--	--	--	--	--	--	--	----

SPECIAL TOOLING									
Round all figures to the nearest \$1. Report only the cost of abated special tools, dies, jigs, etc. (50 IAC 4.2-6-2)			True Tax Value (Included on Form 103-T)			Abatement			Deduction Claimed
						Year	Year *	Percent	
S1	1-2-24 To 1-1-25	\$	30%	\$	The Minimum Value Ratio Is Not Applicable To Special Tooling	1		%	\$
S2	1-2-23 To 1-1-24	\$	3%	\$		2		%	\$
S3	1-2-22 To 1-1-23	\$	3%	\$		3		%	\$
S4	1-2-21 To 1-1-22	\$	3%	\$		4		%	\$
S5	1-2-20 To 1-1-21	\$	3%	\$		5		%	\$
S6	1-2-19 To 1-1-20	\$	3%	\$		6		%	\$
S7	1-2-18 To 1-1-19	\$	3%	\$		7		%	\$
S8	1-2-17 To 1-1-18	\$	3%	\$		8		%	\$
S9	1-2-16 To 1-1-17	\$	3%	\$		9		%	\$
S10	3-2-15 To 1-1-16	\$	3%	\$		10		%	\$
S11	TOTAL SPECIAL TOOLING	\$	--	\$	--	--	--	--	\$

SUB-TOTAL POOLS 1 AND 2 (from Page 1)		\$	29,590,164
SUB-TOTAL POOLS 3 AND 4 (from Above)		\$	
SUB-TOTAL SPECIAL TOOLING (from Above - Line S11)		\$	
TOTAL ALL POOLS AND SPECIAL TOOLING		\$	29,590,164
LIMIT ON AMOUNT OF ABATEMENT STATED IN RESOLUTION		Cost \$	Assessed Value \$
AMOUNT OF DEDUCTION CLAIMED – Lesser of Resolution Limit on Abatement or Total All Pools. (Carry deduction forward to the Summary Section on Page 1 of the Form 103-Long)		\$	29,590,164

Obsolescence Claimed on Form 106? ☐ Yes ☐ No

NOTE: If obsolescence is claimed on depreciable assets, the applicable adjustment must be taken on the Abatement Deduction being claimed. Show calculations on Form 106.

Line numbers on this form match the line numbers on the Form 103-Long. Lines were added to Pools 1 and 2 and deleted from Pools 3 and 4 to reflect the ten (10) year abatement limitation.

* This column may be used when the abatement year does not correlate with the acquisition year within the pool.

An example might be when used equipment is moved into Indiana from out of state and it was granted an abatement.



STATEMENT OF BENEFITS PERSONAL PROPERTY

State Form 51764 (R5/1-21)

Prescribed by the Department of Local Government Finance

FORM SB-1 / PP

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body BEFORE a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.
3. To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
4. Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
5. For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)

SECTION 1 TAXPAYER INFORMATION											
Name of taxpayer Catalent Indiana, LLC					Name of contact person Nicki Jones, Controller						
Address of taxpayer (number and street, city, state, and ZIP code) 14 Schoolhouse Road Somerset NJ 08873							Telephone number (812) 803-0768				
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT											
Name of designating body City of Bloomington Common Council							Resolution number (s)				
Location of property Personal Property Parcel #53-109-18003-37, physical location: 1300 South Patterson Drive Bloomington, IN and surrounding					County Monroe		DLGF taxing district number 53-009 Bloomington City Perry Township				
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. (Use additional sheets if necessary.) life sciences manufacturing equipment and supporting R&D, Logistics, and IT equipment							ESTIMATED				
							START DATE			COMPLETION DATE	
							Manufacturing Equipment	01/01/2022	12/31/2026		
							R & D Equipment	01/01/2022	12/31/2026		
							Logist Dist Equipment	01/01/2022	12/31/2026		
IT Equipment	01/01/2022	12/31/2026									
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT											
Current Number 3212	Salaries \$30/hr avg		Number Retained 3212	Salaries \$30/hr avg		Number Additional 1000	Salaries \$32/hr avg				
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT											
NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential.	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT				
	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE			
Current values											
Plus estimated values of proposed project	337,000,000		1,000,000		1,000,000		1,000,000				
Less values of any property being replaced											
Net estimated values upon completion of project											
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER											
Estimated solid waste converted (pounds)					Estimated hazardous waste converted (pounds)						
Other benefits:											
SECTION 6 TAXPAYER CERTIFICATION											
I hereby certify that the representations in this statement are true.											
Signature of authorized representative 							Date signed (month, day, year) January 21, 2022				
Printed name of authorized representative Andrew Espejo					Title General Manager						

FOR USE OF THE DESIGNATING BODY

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2:

A. The designated area has been limited to a period of time not to exceed _____ calendar years* (see below). The date this designation expires is _____. *NOTE: This question addresses whether the resolution contains an expiration date for the designated area.*

B. The type of deduction that is allowed in the designated area is limited to:

1. Installation of new manufacturing equipment;
2. Installation of new research and development equipment;
3. Installation of new logistical distribution equipment;
4. Installation of new information technology equipment;

☐ Yes ☐ No ☐ Enhanced Abatement per IC 6-1.1-12.1-18
☐ Yes ☐ No *Check box if an enhanced abatement was*
☐ Yes ☐ No *approved for one or more of these types.*
☐ Yes ☐ No

C. The amount of deduction applicable to new manufacturing equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

D. The amount of deduction applicable to new research and development equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

E. The amount of deduction applicable to new logistical distribution equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

F. The amount of deduction applicable to new information technology equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

G. Other limitations or conditions (specify) _____

H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:

☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5 ☐ Enhanced Abatement per IC 6-1.1-12.1-18
☐ Year 6 ☐ Year 7 ☐ Year 8 ☐ Year 9 ☐ Year 10 *Number of years approved: _____*
(Enter one to twenty (1-20) years; may not exceed twenty (20) years.)

I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? ☐ Yes ☐ No
 If yes, attach a copy of the abatement schedule to this form.
 If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved by: (signature and title of authorized member of designating body)	Telephone number ()	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by: (signature and title of attester)	Printed name of attester	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.



STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51767 (R7 / 1-21)

Prescribed by the Department of Local Government Finance

20 ____ PAY 20 ____

FORM SB-1 / Real Property

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- ☒ Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
☐ Residentially distressed area (IC 6-1.1-12.1-4.1)

INSTRUCTIONS:

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise, this statement must be submitted to the designating body BEFORE the redevelopment or rehabilitation of real property for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
3. To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
4. A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
5. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/Real Property that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. IC 6-1.1-12.1-17

SECTION 1		TAXPAYER INFORMATION			
Name of taxpayer Catalent Indiana, LLC					
Address of taxpayer (number and street, city, state, and ZIP code) 14 Schoolhouse Road Somerset NJ 08873					
Name of contact person Nicki Jones, Controller		Telephone number (812) 803-0768		E-mail address nicki.jones@catalent.com	
SECTION 2		LOCATION AND DESCRIPTION OF PROPOSED PROJECT			
Name of designating body City of Bloomington Common Council		Resolution number			
Location of property see attached		County Monroe		DLGF taxing district number 53-009 Bloomington City Perry Township	
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) Improvement, expansion, and/or new construction to house manufacturing, R&D, distribution, office, and other activities related to life sciences manufacturing				Estimated start date (month, day, year) 01/01/2022	
				Estimated completion date (month, day, year) 12/31/2026	
SECTION 3		ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT			
Current Number 3,212.00	Salaries \$30.00	Number Retained 3,212.00	Salaries \$30.00	Number Additional 1,000.00	Salaries \$32.00
SECTION 4		ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT			
		REAL ESTATE IMPROVEMENTS			
		COST		ASSESSED VALUE	
Current values					
Plus estimated values of proposed project		10,000,000.00			
Less values of any property being replaced					
Net estimated values upon completion of project					
SECTION 5		WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER			
Estimated solid waste converted (pounds) _____		Estimated hazardous waste converted (pounds) _____			
Other benefits					
SECTION 6		TAXPAYER CERTIFICATION			
I hereby certify that the representations in this statement are true.					
Signature of authorized representative 				Date signed (month, day, year) January 21, 2022	
Printed name of authorized representative Andrew Espejo				Title General Manager	

FOR USE OF THE DESIGNATING BODY

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

A. The designated area has been limited to a period of time not to exceed _____ calendar years* (see below). The date this designation expires is _____. **NOTE: This question addresses whether the resolution contains an expiration date for the designated area.**

B. The type of deduction that is allowed in the designated area is limited to:
 1. Redevelopment or rehabilitation of real estate improvements ☐ Yes ☐ No
 2. Residentially distressed areas ☐ Yes ☐ No

C. The amount of the deduction applicable is limited to \$ _____.

D. Other limitations or conditions (specify) _____

E. Number of years allowed: ☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4 ☐ Year 5 (* see below)
☐ Year 6 ☐ Year 7 ☐ Year 8 ☐ Year 9 ☐ Year 10

F. For a statement of benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17?

☐ Yes ☐ No

If yes, attach a copy of the abatement schedule to this form.

If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

We have also reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved (signature and title of authorized member of designating body)	Telephone number ()	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by (signature and title of attester)	Printed name of attester	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. Except as provided in IC 6-1.1-12.1-18, the deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)

B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. Except as provided in IC 6-1.1-12.1-18, an abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

Real Property Location

Real property improvements owned, occupied, or otherwise used by Catalent Indiana, LLC or its subsidiaries and affiliates at any location on the following parcels:

- a. 53-08-05-400-033.000-009
- b. 53-08-08-100-009.000-009
- c. 53-08-08-100-043.000-009
- d. 53-08-08-100-105.000-009
- e. 53-08-05-400-032.000-009
- f. 53-08-08-100-131.000-009
- g. 53-08-05-400-005.001-009
- h. 53-08-08-200-001.000-009
- i. 53-08-05-300-002.000-009

RESOLUTION 22-06

**TO CONFIRM RESOLUTION 22-05 DESIGNATING AN ECONOMIC
REVITALIZATION AREA, APPROVING THE STATEMENT OF BENEFITS, AND
AUTHORIZING AN ABATEMENT PERIOD FOR REAL PROPERTY
IMPROVEMENTS AND PERSONAL PROPERTY**

**Re: Properties at 1300 S. Patterson Drive
(Catalent Indiana, LLC, Petitioner)**

WHEREAS, Indiana Code § 6-1.1-12.1-1 *et seq.* specifies that the Common Council may designate an “Economic Revitalization Area” (“ERA”); and

WHEREAS, the Common Council of the City of Bloomington updated and adopted Tax Abatement General Standards in Resolution 21-06 that established the standards to be used in finding an area to be an ERA; and

WHEREAS, Catalent Indiana, LLC, (“Petitioner”) filed an application for designation of property at and around 1300 South Patterson Drive, Bloomington, Indiana, comprised of the following Monroe County Parcel Numbers and Legal Descriptions as an ERA:

Parcel Numbers: 53-08-05-400-032.000-009
 53-08-05-400-033.000-009
 53-08-08-100-009.000-009
 53-08-08-100-043.000-009
 53-08-08-100-105.000-009
 53-08-08-100-131.000-009
 53-08-05-400-005.001-009
 53-08-08-200-001.000-009
 53-08-05-300-002.000-009

Legal Descriptions: 015-43770-00 SEM PT LOTS 42,54-57 & VAC ALLEY; L55
 015-43780-00 Seminary Part Lot 57 (57A)
 015-26440-02 PT NE NE 8-8-1W .576A; PLAT 143
 015-05330-04 IMI BATCH PLANT LOT 1C
 015-05330-02 IMI BATCH PLANT LOT 1A
 015-43600-00 PT N1/2 NE 8-8-1W 9.11A; PLAT 1
 015-18350-01 SEM Pt Lot 54 & Pt Lot 42; 0.98 A
 015-17120-01 PT N1/2 8-8-1W 79.877+7.46A Plats 217&523
 015-26610-02 SEM PT 171; .10A; L171;

WHEREAS, pursuant to Indiana Code § 6.1-1.1-12.1-2.5(a), City staff have prepared a map depicting the parcels proposed as an ERA, which is attached to this Resolution as Exhibit A; and

WHEREAS, Indiana Code § 6-1.1-12.1-1 *et seq.* provides for the designation of ERA within which property taxes may be abated on improvements to real estate and personal property; and

WHEREAS, Petitioner has applied for a tax abatement and submitted its Statement of Benefits form detailing the real and personal property improvements; and

WHEREAS, according to its application, Petitioner has proposed investing \$350 million in real and personal property investments to expand its Bloomington plant (“Project”); and

WHEREAS, according to Petitioner’s Statement of Benefits, this Project would create 1,000 new full-time, permanent jobs with a mean wage of \$32 per hour; and

WHEREAS, as required by Indiana Code, Bloomington Municipal Code, and a Memorandum of Understanding to be executed between the Petitioner and the City pursuant to the City of Bloomington Tax Abatement General Standards, the Petitioner shall agree to provide information in a timely fashion each year to the County Auditor and the Common Council showing the extent to which the Petitioner has complied with its Statement of Benefits, complied with the City of Bloomington's Living Wage Ordinance (B.M.C. 2.28), and complied with commitments specified in the Memorandum of Understanding; and

WHEREAS, the Project is located in the Thomson Allocation Area within the Consolidated Tax Increment Financing ("Consolidated TIF") district, and Indiana Code § 6-1.1-12.1-2(k) provides that, when a property is designated as an ERA for tax abatement purposes and is also located in a TIF allocation area, the Common Council must approve the Statement of Benefits by resolution; and

WHEREAS, the Common Council of the City of Bloomington—in Ordinance 97-06—gave the Economic Development Commission the responsibility for making recommendations to the Council regarding requests for tax abatement; and

WHEREAS, on January 31, 2022, the Economic Development Commission determined that the application met the statutory qualifications in Indiana Code § 6.1.1-12.1-1 *et seq.* and recommended designation of the Property as an ERA and approval of Petitioner's Statement of Benefits and abatement application in Commission Resolutions 22-01 and 22-02; and

WHEREAS, Indiana Code §§ 6-1.1-12.1-17, -18 authorizes the Common Council to set an abatement schedule for real and personal property tax abatements, and the Council has reviewed Petitioner's application and Statement of Benefits, both of which are attached and incorporated into this Resolution; and

WHEREAS, the Common Council has investigated the area, reviewed the Application and Statement of Benefits, and found the following:

- a. the estimate of the value of the Project is reasonable;
- b. the estimate of the number of individuals who will be employed can be reasonably expected to result from the Project as proposed;
- c. the estimate of the annual salaries of these individuals who will be employed can be reasonably expected to result from the Project as proposed;
- d. any other benefits about which information was requested are benefits that can be reasonably expected to result from the Project;
- e. the totality of benefits is sufficient to justify the deduction; and

WHEREAS, the Common Council has further found that the Project will not negatively impact the ability of the Consolidated TIF (Thomson Allocation Area) to meet its debt obligations; and

WHEREAS, the Common Council adopted Resolution 22-05 on February 16, 2022, which designated the Property as an Economic Revitalization Area, approved the Statement of Benefits, and authorized a ten-year tax abatement period for the real property improvements and a twenty-year tax abatement period for the personal property improvements; and

WHEREAS, the City Clerk published notice of the passage of Resolution 22-05, which requested that persons having objections or remonstrances to the designation, the Statement of Benefits, and findings of fact appear before the Common Council at its meeting on March 2, 2022; and

WHEREAS, the Common Council has reviewed and heard all such objections and remonstrance to the ERA designation.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. Pursuant to Indiana Code § 6-1.1-12.1-1, *et seq.*, the Common Council affirms its determinations made in Resolution 22-05 that the Property located at and around 1300 South Patterson Drive, composed of nine (9) parcels identified above, which is located within the Thomson Allocation Area of the Consolidated TIF, is an “Economic Revitalization Area” as set forth in Indiana Code § 6-1.1-12.1-1, *et seq.*

SECTION 2. This designation shall expire no later than December 31, 2052, unless extended by action of the Common Council and upon recommendation of the Bloomington Economic Development Commission.

SECTION 3. The Common Council affirms its approval of the Petitioner’s Statement of Benefits for its real and personal property improvements, and the Common Council reaffirms that the proposed capital investment will create new permanent, living-wage jobs.

SECTION 4. The Common Council finds and determines the Petitioner, or its successors as allowed by the Memorandum of Understanding, shall be entitled to an abatement of real property taxes for the Project as provided in Indiana Code § 6-1.1-12.1-1, *et seq.*, for a period of ten (10) years with the following deduction schedule:

Year 1	50%
Year 2	50%
Year 3	50%
Year 4	50%
Year 5	50%
Year 6	50%
Year 7	50%
Year 8	50%
Year 9	50%
Year 10	50%

SECTION 5. The Common Council finds and determines the Petitioner, or its successors as allowed by the Memorandum of Understanding, shall be entitled to an abatement of personal property taxes for the Project as provided in Indiana Code § 6-1.1-12.1-1, *et seq.*, for a period of twenty (20) years with the following deduction schedule:

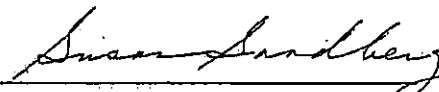
Year 1	90%	Year 11	90%
Year 2	90%	Year 12	90%
Year 3	90%	Year 13	90%
Year 4	90%	Year 14	90%
Year 5	90%	Year 15	90%
Year 6	90%	Year 16	90%
Year 7	90%	Year 17	90%
Year 8	90%	Year 18	90%
Year 9	90%	Year 19	90%
Year 10	90%	Year 20	90%

SECTION 6. In granting this designation and deductions the Common Council incorporates Indiana Code § 6-1.1-12.1-12 and also expressly exercises the power set forth in Indiana Code § 6-1.1-12.1-2(i)(6) to impose additional, reasonable conditions on the rehabilitation or redevelopment beyond those listed in the Statement of Benefits, and authorizes the City of Bloomington to negotiate a Memorandum of Understanding with the Petitioner specifying substantial compliance terms and consequences and remedies for noncompliance. In particular, failure of the property owner to make reasonable efforts to comply with the following conditions is an additional reason for the Council to rescind this designation and deduction:


- a. the land and improvements shall be developed and used in a manner that complies with local code;
- b. the Project shall be completed before or within twelve months of the completion date as listed on the application;
- c. Petitioner will comply with all compliance reporting requirements in the manner described by Indiana Code, Bloomington Municipal Code, and by the Memorandum of Understanding.

SECTION 7. The provisions of Indiana Code § 6-1.1-12.1-12 are hereby incorporated into this resolution, so that if the Petitioner ceases operations at the facility for which the deduction was granted and the Common Council finds that the Petitioner obtained the deduction by intentionally providing false information concerning its plans to continue operations at the facility, the Petitioner shall pay the amount determined under Indiana Code § 6-1.1-12.1-12(e) to the county treasurer.


PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana upon this 2 day of March, 2022.


SUSAN SANDBERG, President
Bloomington Common Council


ATTEST:


NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 3 day of March, 2022.


NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 7th day of March, 2022.


JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This resolution confirms Resolution 22-05, which designated nine parcels located at and around 1300 S. Patterson Drive as an Economic Revitalization Area (“ERA”) for Catalent Indiana LLC (“Petitioner”). This designation was recommended by the Economic Development Commission on January 31, 2022, and will enable the proposed \$350 million project including the real and personal property improvements to be eligible for tax abatement. The resolution affirms the Council’s approval of the Petitioner’s Statement of Benefits, authorizes a ten-year period of abatement for real property improvements, authorizes a twenty-year period of abatement for personal property, and sets the deduction schedules for each.

Distributed to: Clerk, Controller, Council Attorney, Economic and Sustainable Development Department, Legal, and Mayor.

**MEMORANDUM OF AGREEMENT
REGARDING CITY OF BLOOMINGTON TAX ABATEMENT**

THIS MEMORANDUM OF AGREEMENT (this "Agreement"), is made and entered this 19 day of April, 2022, by and between the CITY OF BLOOMINGTON, INDIANA (the "City"), and CATALENT INDIANA, LLC ("Catalent"), and serves as a confirmation of Catalent's commitment to comply with the project description, job creation and/or retention (and associated wages, rates, and salaries) figures contained in its Application for Designation as an Economic Revitalization Area ("Application"), Statement of Benefits, the Economic Revitalization Area Resolution Numbers 22-05 and 22-06, and attachments considered by the Bloomington Common Council on February 9, 2022; February 16, 2022; and March 2, 2022, and in this Agreement (collectively, the "Commitments"). The Application submitted by Catalent, which includes the Statement of Benefits for Personal Property ("Statement of Benefits") is attached to this document as Exhibit A and is incorporated by reference in its entirety.

RECITALS

- A. WHEREAS, Catalent at its location at 1300 South Patterson Drive and/or other parcels as shown in Exhibit A ("Site") intends to invest at least \$340,000,000 in personal property, to install equipment in and around the Site by December of 2027 and the Petitioner wishes to invest at least \$10,000,000 in real property improvements to the Site, and expects to employ one thousand (1,000) new full-time workers by December 31, 2026, on the Site with a new annual aggregate payroll for those employees, excluding benefits and overtime, of an additional \$66,560,000 (the "Project"); and
- B. WHEREAS, the City wishes to have Catalent undertake the Project because it will create new jobs, enhance the tax base of the City, and facilitate the economic development of the Thomson Tax Increment Finance (TIF) district and Bloomington; and
- C. WHEREAS, Catalent, has applied for tax abatement for real and personal property for the Project; and
- D. WHEREAS, Catalent is partnering with the City on its transportation demand management (TDM) program, Go Bloomington; and
- E. WHEREAS, the City of Bloomington Economic Development Commission (the "EDC") reviewed the Application filed by Catalent and has adopted its Resolutions 22-01 and 22-02 recommending that the Common Council extend and expand the Economic Revitalization Area ("ERA") designation around the site through December 31, 2052, approve both Statement of Benefits forms, and authorize a ten-year period of abatement for real property improvements and a twenty-year period of abatement for personal property; and

- F. WHEREAS, the Common Council of Bloomington, Indiana, has adopted the Resolutions 22-05 extending and expanding the designation of ERA, approved Catalent's Statement of Benefits form, and authorized a ten-year abatement schedule for the real property improvements and a twenty-year abatement schedule for the personal property investments; and
- G. WHEREAS, the Common Council confirmed its ERA designation, approval of the Statement of Benefits, and abatement schedules in Resolution 22-06 after holding a public hearing as required by Indiana Code § 6-1.1-12.1-1 *et seq.*
- H. WHEREAS, pursuant to Bloomington Municipal Code 2.28, Catalent commits to paying employees employed by the Project at least the City of Bloomington Living Wage in effect at the time of wage payment throughout the term of the approved abatement; and
- I. WHEREAS, as part of this Agreement, Catalent shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations regarding non-discrimination in all regards, including but not limited to employment practices; and
- J. WHEREAS, the City wishes to enter into a Memorandum of Agreement with Catalent so that both parties will have a clear understanding of what will constitute substantial compliance with stated goals and benefits as outlined in the Application, and what will be the consequences and remedies for either party's failure to substantially comply with their commitments;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE 1 RECITALS AS PART OF AGREEMENT

1.1. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE 2 EFFECTIVE DATE AND TERM OF AGREEMENT

2.1. **Effective Date.** The rights and obligations of Catalent and the City hereunder shall be effective upon the date this Agreement has been executed by all parties.

2.2. **Term of Agreement.** The term of this Agreement shall commence on the date it has been executed by all parties and shall continue through one year past the final year of the property tax abatement or December 31, 2053, whichever is earlier.

ARTICLE 3
ANNUAL COMPLIANCE REPORTING

3.1. Annual Compliance Reporting Requirements.

- (a) **Statutory Compliance with Reporting Requirements.** During the Term of Agreement, Catalent will comply with all statutory reporting requirements relating to its property tax abatement, including those in Indiana Code § 6-1.1-12.1-5.1(b).
- (b) **Additional Reporting Requirements.** In addition to the statutory reporting requirements imposed on Catalent by law, during the Term of Agreement, the City may annually request information from Catalent concerning the nature of the Project, the approved capital expenditure for the Project, the number and type of full-time permanent positions and part-time positions retained and created by the Project, and the wage rates and salaries (excluding benefits and overtime) associated with the positions, and the compensatory value of eligible benefits (the "Annual Compliance Survey"). Catalent shall provide the City with the Annual Compliance Survey within thirty (30) days of such request. The City shall utilize this information and the information required to be filed by Catalent in the State of Indiana CF-1 Compliance with the Statement of Benefits Form as well as the City of Bloomington Living Wage Certification Form to verify that Catalent has complied with the Commitments at all times after the Commitment Date and during the duration of the abatement. Catalent further agrees to provide the City with additional information the City reasonably may request to clarify the information provided in the Annual Compliance Survey, the CF-1 Form and the Living Wage Certification Form within a reasonable time following any such additional request.

ARTICLE 4
TERMINATION; SUBSTANTIAL COMPLIANCE; CONSEQUENCES AND REMEDIES

4.1. Right to Terminate.

- (a) **Termination by the City.** In accordance with Indiana Code § 6-1.1-12.1-5.9 and Resolution 22-06, the City, by and through the Common Council, shall terminate the ERA designation and associated property tax abatement deductions if any of the following occur: (1) Catalent fails or refuses to provide information requested in the Annual Compliance Survey; (2) the Common Council finds, under Indiana Code § 6-1.1-12.1-5.9, that Catalent has not substantially complied with its Commitments by December 31, 2027, that Catalent's failure to substantially comply with the Commitments was not due to factors beyond its control, and that Catalent has failed to make reasonable efforts to substantially comply by that date with the Commitments; (3) the City finds that Catalent has ceased operations at and around 1300 S. Patterson Drive; or (4) the land and improvements receiving tax abatement are not developed and used in a manner that complies with local code.

(b) **Termination by Catalent.** In the event that the Living Wage Ordinance is materially changed by the Common Council during the Term of this Agreement in a manner that affects Catalent, Catalent may, at its option, terminate this Agreement. For the avoidance of doubt, an increase to the living wage amount to adjust for annual inflation, which is currently authorized by Bloomington Municipal Code 2.28.030, is not a material change to the Living Wage Ordinance. If there is an amendment to the Living Wage Ordinance, the City will provide notice to Catalent. Providing notice under this subsection does not mean that the Living Wage Ordinance has been materially changed in a manner that affects Catalent. In the event Catalent wishes to exercise this provision, the personal property tax abatement shall end on the date Catalent serves its notice of intent to terminate to the City. For the avoidance of doubt, the personal property tax abatement will remain in effect for taxes assessed up to the date of termination. Catalent must notify the City of its intention to terminate under this provision in writing within thirty (30) days of the material change going into effect. Catalent must also notify the County Auditor and the County Assessor, in writing, of its desire to terminate the property tax abatements within three (3) days of notifying the City of its intention to terminate. Copies of the written notification to the County Auditor and the County Assessor shall also be sent to the City. In the event that Catalent notifies the City of its intent to terminate, and Catalent has been compliant with the Living Wage Ordinance prior to the material change, the City may not require repayment of the benefit received under this Agreement for a violation of the Living Wage Ordinance.

4.2 **Substantial Compliance.** As used in this Agreement, "substantial compliance" shall mean Catalent's compliance with all of the following:

- (a) By December 31, 2027, making capital expenditures of not less than Ninety Percent (90%) of the capital expenditures that Catalent has set forth in its Statement of Benefits and Application, which equates to an aggregate investment of at least \$315,000,000 in real and/or personal property.
- (b) By December 31, 2027, hiring of at least Ninety Percent (90%) of the number of employees and/or level of wages (excluding benefits and overtime) that Catalent has set forth in its Statement of Benefits, which equates to the creation of at least Nine hundred (900) new full-time jobs with an annual aggregate payroll of at least \$59,904,000, and for the duration of the abatement maintaining a total workforce at the Site of at least 4,112 employees which includes the 900 new full-time jobs described in this paragraph. . The mean wage for jobs added under this abatement shall be at least \$32.00 per hour for the duration of the abatement.
- (c) For the duration of the tax abatement term, the payment of an hourly wage rate of at least the City of Bloomington Living Wage in effect at the time of wage payment, as published annually by the City of Bloomington, to all covered full-time and part-time individuals employed at the Facility by the Project, pursuant and as defined by Bloomington Municipal Code 2.28.
- (d) For the duration of the tax abatement term, the continued operation at the Site as described in the Statement of Benefits and Application. Substantial noncompliance may include an announcement by Catalent that it is ceasing operations at the Site.

4.3. **Factors Beyond the Control of Catalent.** As used in this Agreement, factors beyond the control of Catalent shall only include factors not reasonably foreseeable at the time of the Application and submission of Statement of Benefits which are not caused by any act of Catalent and which materially and adversely affect the ability of Catalent to substantially comply with this Agreement. Where there has been a factor beyond the control of Catalent that substantially prohibits its compliance with this Agreement, then that compliance shall not be required.

4.4. **Remedies and Consequences for Failure to Meet Substantial Compliance.** If the City, through the Common Council, terminates the ERA designation and associated tax abatement deduction in accordance with this Article 4, the City will follow all processes required by law. Additionally, the City will follow any applicable process as described in Section 4.4(a) of this Agreement. As a result of a termination, Catalent may be required to repay the City all or a portion of the tax abatement savings received through the date of such termination, as provided by this Agreement or otherwise authorized by Indiana law.

(a) **Notice to Catalent of City's Intent to Terminate or Require Repayment.**

1. **If Catalent fails or refuses to provide information requested in the Annual Compliance Survey.** In the event that Catalent fails or refuses to provide information requested by the City in the Annual Compliance Survey, the City—through its Department of Economic and Sustainable Development—will provide Catalent with written notice of its failure or refusal to provide information. This notice will provide Catalent with an opportunity to meet with the City's designated representatives to provide the information requested by the Annual Compliance Survey. If Catalent does not meet with the City's designated representatives or otherwise provide the information requested by the Annual Compliance Survey within thirty (30) days of the service of the written notice, the City's Department of Economic & Sustainable Development may refer Catalent's noncompliance to the Common Council. The Common Council may conduct a hearing for the purpose of considering Catalent's compliance with the Annual Compliance Survey request. Based on the information presented at the hearing by Catalent and other interested parties, the Common Council shall determine whether Catalent has failed or refused to provide the requested information. If the Common Council determines that Catalent has failed or refused to provide the requested information, the Common Council may adopt a resolution terminating the ERA and associated property tax abatement. If the Common Council adopts such a resolution:

- a. Pursuant to Indiana Code § 6-1.1-12.1-5.9(d), the Common Council shall immediately mail a certified copy of the resolution to: (1) Catalent; (2) the county auditor; and (3) the county assessor. The county auditor shall remove the deduction from the tax duplicate and shall notify the county treasurer of the termination of the deduction. If the Common Council's resolution is adopted after the county treasurer has mailed the statement required by Indiana Code § 6-1.1-22-8.1, the county treasurer shall immediately mail Catalent a revised statement that reflects the termination of the deduction.

- b. Catalent may appeal the resolution by filing a complaint in the office of the clerk of the Monroe Circuit Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against Catalent. An appeal under this subsection shall be heard without a jury. The court shall hear evidence on the appeal and may confirm the action of the Common Council or sustain the appeal. The judgment of the court is final and conclusive unless an appeal is taken as in other civil actions.
 - c. Catalent will repay the property tax savings as calculated under Section 4.4(c) of this Agreement. If Catalent files an appeal under Section 4.4(a)(1)(b), the taxes resulting from the termination of the deduction are not due until after the appeal is finally adjudicated and the termination of the deduction is finally determined.
- 2. **If Catalent's CF-1 Form indicates that Catalent has not substantially complied with the Commitments due to factors which were not beyond its control.** In the event that the City's review of Catalent's CF-1 Form indicates that Catalent has not substantially complied with its Commitments due to factors which were not beyond its control and has failed to make reasonable efforts to substantially comply, the City will comply with the procedure outlined in Indiana Code § 6-1.1-12.1-5.9. In addition to the requirements imposed by law on the Common Council's written notice to Catalent, the written notice will include a written statement calculating the amount due from Catalent to the City under Section 4.4(c) of this Agreement.
- 3. **If Catalent ceases operations at the Site.** In the event that the City comes to believe that Catalent has ceased operations at and around its 1300 S. Patterson Drive location, which shall include the properties expanded as part of the ERA designation in Common Council Resolution 22-05, during the term of this Agreement, the Common Council may conduct a hearing to determine: (1) whether Catalent has ceased operations at its 1300 S. Patterson Drive location, (2) whether Catalent obtained the property tax abatement by intentionally providing false information concerning the property owner's plans to continue operations at the Site and/or (3) whether the property tax abatement should be terminated and/or whether all or a portion of the tax abatement savings should be repaid. If the Common Council intends to conduct a hearing on this topic, it will serve written notice on Catalent at the address listed in Article 5.7 of this Agreement at least ten (10) days before the hearing.
- 4. **If the Department of Economic & Sustainable Development believes that Catalent is not substantially compliant with its Commitments.** In the course of its interactions with Catalent during the term of this Agreement, the Department of Economic & Sustainable Development may come to believe that Catalent is not substantially compliant with its Commitments. In that event, the Department of Economic & Sustainable Development may work with Catalent to determine whether Catalent is substantially compliant with its Commitments and work with Catalent to become substantially compliant with its Commitments in the event that Catalent is not substantially compliant. Should Catalent not be substantially compliant with its Commitments, the Department of Economic & Sustainable Development may refer

Catalent's noncompliance to the Common Council. At least thirty (30) days before referring Catalent's noncompliance to the Common Council under Section 4.4(a)(4), the Department of Economic & Sustainable Development shall provide written notice to Catalent that describes and presents any documentation it has in its possession supporting the basis for the Department of Economic & Sustainable Development's belief that Catalent is not compliant with its Commitments and informs Catalent that the Department of Economic & Sustainable Development intends to refer the matter to the Common Council. Upon receipt of a referral from the Department of Economic & Sustainable Development, the Common Council may conduct a hearing for the purpose of considering Catalent's compliance with its Commitments. Based on the information presented at the hearing by Catalent and other interested parties, the Common Council shall determine whether Catalent is substantially compliant with its Commitments. If the Common Council determines that Catalent is not substantially compliant with its Commitments, the Common Council may, at its sole discretion, adopt a resolution terminating the ERA and associated property tax abatement. If the Common Council adopts such a resolution:

- a. The Common Council shall immediately mail a certified copy of the resolution to: (1) Catalent; (2) the county auditor; and (3) the county assessor. The county auditor shall, effective as of the date of the Common Council's cancellation, remove the deduction from the tax duplicate and shall notify the county treasurer of the termination of the deduction. If the Common Council's resolution is adopted after the county treasurer has mailed the statement required by Indiana Code § 6-1.1-22-8.1, the county treasurer shall immediately mail Catalent a revised statement that reflects the termination of the deduction.
- b. Catalent may appeal the resolution by filing a complaint in the office of the clerk of the Monroe Circuit Court. An appeal under this subsection shall be heard without a jury. The court shall hear evidence on the appeal and may confirm the action of the Common Council or sustain the appeal. The judgment of the court is final and conclusive unless an appeal is taken as in other civil actions.
- c. Catalent will repay the property tax savings as calculated under Section 4.4(c) of this Agreement. If Catalent files an appeal under Section 4.4(a)(4)(b), the taxes resulting from the termination of the deduction are not due until after the appeal is finally adjudicated and the termination of the deduction is finally determined.

Nothing in Section 4.4(a)(4) of this Agreement shall deprive the City of any rights it has under any applicable law or any other Section of this Agreement.

- (b) **Timely Repayment.** After a termination of the abatement, in the event the City requires repayment of the tax abatement savings as provided hereunder, Catalent shall be provided with a written statement calculating the amount due (the "Statement"), and Catalent shall make such repayment to the City within sixty (60) days of receipt of the Statement. If Catalent does not make timely payment, the City shall be entitled to all reasonable costs including, but not limited to, collection costs and attorney's fees incurred in the enforcement and collection of the tax abatement savings required to be repaid hereunder.

(c) **Calculation of Repayment.** In the event the City determines that all or a portion of the tax abatement savings should be repaid, the amount of such repayment shall be calculated as follows:

1. **Full repayment.** If at any time during the term of this Agreement, the City finds Catalent has not substantially complied under subsection 4.2(d) above, or with the requirements of Annual Compliance Survey reporting, then the City, through the Common Council, may terminate the ERA designation and associated tax abatement deduction, and upon such a termination, may require Catalent to repay all of the tax abatement savings received through the date of such termination.

2. **Partial Repayment.**

(A) Failure to Substantially Comply under Subsection 4.2(b)

(i) In the event the City finds that by or before December 31, 2027, Catalent has not substantially complied under subsection 4.2(b) above, that Catalent's failure to substantially comply with the Commitments was not due to factors beyond its control, and that Catalent has failed to make reasonable efforts to substantially comply by that date with the Commitments, then the City, through the Common Council, may, at their sole discretion, terminate the ERA designation and require Catalent to repay only a percentage of the total tax abatement savings received for activity occurring through December 31, 2027. Repayment shall be calculated by multiplying the Noncompliance Rate as described in subsection (iii) below, to the total amount of tax abatement savings received for the period of time between the execution of this Agreement and December 31, 2027.

(ii) In the event the City finds that by or before December 31, 2027, Catalent has achieved substantial compliance under subsection 4.2(b), but that it has failed to maintain substantial compliance in one or more years thereafter, then City, through the Common Council, may, at their sole discretion, require Catalent to repay only a percentage of the tax abatement savings received for each year in which substantial compliance was not maintained. Repayment shall be calculated by multiplying the Noncompliance Rate as described under subsection (iii) below, to the total amount of tax abatement savings received for the year in question in which substantial compliance was not maintained.

(iii) For purposes of this subsection 4.4(c)(2), the Noncompliance Rate shall be calculated as follows. First, the amount of actual benefit creation in the particular category (number of jobs, mean wage, or annual aggregate payroll) shall be divided by the corresponding established amount for substantial compliance in that category to determine the compliance rate. This yields the compliance rate.

The compliance rate then shall be subtracted from 100% to determine the percentage of noncompliance ("Noncompliance Rate"); however, for the ten years of abatement approved by the Common Council for real property investment and the first ten years of abatement approved by the Common Council for personal property investment, the

Noncompliance Rate shall be capped at a maximum of 20%. The Noncompliance Rate shall be multiplied by the tax abatement savings described in subsections 4.4(c)(2)(i) or (ii) above, to arrive at the amount of tax abatement savings to be repaid. If Catalent fails to substantially comply with the Commitments for more than one of the aforementioned categories, repayment shall be based only on the highest level of noncompliance from among those categories, not spread across all categories.

Examples: Out of 1,000 proposed new jobs, 900 represents substantial compliance. If 540 jobs are actually created, then the percentage of repayment is the following: $540 \text{ actual jobs} \div 900 \text{ jobs representing substantial compliance} = 60\% \text{ compliance rate}$; $100\% - 60\% = 40\% \text{ Noncompliance Rate}$ (capped at a maximum of 20%); as a result, 20% of the tax abatement savings would be repaid. If 765 jobs are created, then the percentage of repayment is the following: $765 \text{ actual jobs} \div 900 \text{ jobs representing substantial compliance} = 85\% \text{ compliance rate}$; $100\% - 85\% = 15\% \text{ Noncompliance Rate}$; as a result, 15% of the tax abatement savings would be repaid. These examples assume that the noncompliance rate for the number of new jobs is highest related to any noncompliance rates for personal property investment or annual aggregate payroll.

(B) Failure to Substantially Comply with Subsection 4.2(c)

In the event the City finds Catalent has not complied with subsection 4.2(c), above, and has not adequately cured such non-compliance as allowed for in the Bloomington Living Wage Ordinance (Bloomington Municipal Code 2.28), the City, through the Common Council, may terminate the ERA designation and require Catalent to repay a percentage of its annual tax abatement savings received through the date of termination, based on the following schedule:

- Noncompliance in Years 1-5: 100% repayment for the year of noncompliance, up to 100% repayment (at the sole discretion of the City) for previous years.
- Noncompliance in Years 6-10: 100% repayment for the year of noncompliance, up to 50% repayment (at the sole discretion of the City) for previous years.
- Noncompliance in Years 11-20: 100% repayment for the year of noncompliance, up to 50% repayment (at the sole discretion of the City) for previous years after year 10; up to 30% repayment (at the sole discretion of the City) for previous years in or before year 10.

ARTICLE 5 GENERAL PROVISIONS

5.1. **Time of Essence.** Time is of the essence of this Agreement. The parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

5.2. **Amendment.** This Agreement may be amended only by the mutual agreement of the parties evidenced by a written amendment.

5.3. **Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the parties.

5.4. **Severability.** If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

5.5 **Waiver.** Neither the failure nor any delay on the part of the City to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or of any other right, remedy, power, or privilege with respect to any occurrence or be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

5.6. **Indiana Law; Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of Indiana. Jurisdiction shall be in Monroe County, Indiana.

5.7. **Notice.** Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the parties at their respective addresses set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one (1) business day after depositing with such an overnight courier service; or (c) two (2) business days after deposit in the United States mail, if mailed. A party may change its address for receipt of notices by service of a notice of such change in accordance with this Section 5.7. A party's change of address for receipt of notices does not require compliance with Section 5.2.

If to the City:

Director, Department of Economic & Sustainable Development
P.O. Box 100
City Hall, 401 North Morton Street, Suite 150
Bloomington, Indiana 47402

with a copy to:

City of Bloomington Corporation Counsel
P.O. Box 100
City Hall, 401 North Morton Street, Suite 220
Bloomington, Indiana 47402

If to Catalent:

Andrew Espejo
General Manager
Catalent Indiana, LLC
1300 South Patterson Drive
Bloomington, IN 47403

with a copy to:

Catalent Pharma Solutions, Inc.
Attn: General Counsel
14 Schoolhouse Road
Somerset, NJ 08873

5.8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

5.9. **Consent or Approval.** Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld.

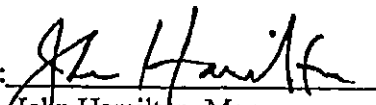
5.10. **Interpretation.** This Agreement has been jointly negotiated by the parties and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Agreement.

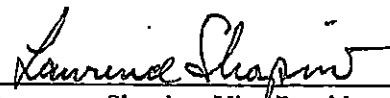
5.11. **Exhibits.** All exhibits attached hereto are declared to be a part of this Agreement and are incorporated herein by this reference.

5.12. **Binding on Heirs, Assigns, and Merged Entities.** The benefits and obligations of the Agreement will be binding upon and inure to the benefit of any successors in interest of, or assignees of, the parties. The City and Catalent further state that any restructuring of Catalent's corporate structure by merger with any other entity shall not affect the binding nature of the benefits and obligations this Agreement establishes on the parties.

CITY OF BLOOMINGTON, INDIANA

CATALENT INDIANA, LLC

By: 
John Hamilton, Mayor

By: 
Lawrence Shapiro, Vice President – Head of
Global Tax, Treasurer



Application for Designation as an Economic Revitalization Area (ERA):

Real Property Tax Abatement

City of Bloomington, Indiana

Department of Economic and Sustainable Development

401 N. Morton St., PO Box 100, Bloomington, Indiana 47402-0100

812.349.3418

INSTRUCTIONS

1. State law and City of Bloomington policy require that the designation application and statement of benefits form (SB-1) be submitted **prior to the initiation of the project** (i.e., prior to filing for building permits required to initiate construction). If the project requires a rezoning, variance, or approval petition of any kind the petitioner must file prior to submission of the tax abatement application, and must be approved prior to a final hearing on the tax abatement request.
2. All questions must be answered as completely as possible and must be verified with a signature on the completed Statement of Benefits Form (SB-1) and last page of this application. Incomplete or unsigned applications will not be accepted as official filings. If attaching additional pages, please label responses with corresponding Section numbers.
3. Return completed Application and **\$100.00 non-refundable Application Fee** (payable to the **City of Bloomington**) to City of Bloomington Department of Economic & Sustainable Development, PO Box 100, 401 N Morton Street, Suite 130, Bloomington, IN 47402-0100 (economicvitality@bloomington.in.gov).

Section 1 – Applicant Information

Name of Company for which ERA Designation is being requested		Catalent Indiana, LLC
Primary Contact Information (for questions concerning this application and the Project)		
Name	Alexander Halg	Job Title Senior Director, Engineering
Phone	(812) 340-5147 ext.	Email alexander.halg@catalent.com
Address (street and/or PO, city, ZIP)	1300 South Patterson Drive Bloomington 47403	
Compliance Contact Information (person responsible for completion and timely submittal of mandatory annual compliance forms if designation is granted)		
Name	Alexander Halg	Job Title Senior Director, Engineering
Phone	(812) 340-5147 ext.	Email alexander.halg@catalent.com
Address (street and/or PO, city, ZIP)	1300 South Patterson Drive Bloomington 47403	

Section 2 – Real Property Location and Description

Monroe County Tax Parcel ID Number(s)		53-08-05-400-032.000-009	Township	PERRY
Street Address		1300 South Patterson Drive	ZIP	47403
Current Zoning	Research & Development Facility	Current Use(s) of Property Pharmaceutical Development, Manufacturing, and Fill/Finish		
Estimated Market Value of Property \$43,828,800				
Property or Building(s) Listed as Historic on the City of Bloomington Historical Survey? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, check one:		<input type="checkbox"/> Outstanding <input type="checkbox"/> Notable <input type="checkbox"/> Contributing	Age of Building(s), if applicable 56 years	
Describe any other national or local historical significance or designation, if applicable N/A				
Please list all owners of the property. Catalent Indiana, LLC				
Attach additional sheets as necessary to include all relevant property records. The City of Bloomington may require a copy of the property deed.				

Section 3 – Criteria for Economic Revitalization Area ("ERA") or Economic Development Target Area ("EDTA") Designation

Describe how the project property and surrounding area have become undesirable for normal development and occupancy.

Prior to Cook Pharmica purchasing the RCA/Thomson Consumer Electronics site it sat vacant for quite some time without care or maintenance. A portion of the site lies within a designated flood plain as well. There is also the possibility of hazardous materials left behind from the previous manufacturing activities.

Section 4 – Company Profile

Does your company currently operate at this location? ☒ Yes ☐ No

If yes, how long has your company been at this location? **14 years**

Will this property be your company's headquarters location? ☐ Yes ☒ No

If no, where is/will be your company's HQ? **Somerset, New Jersey**

Company is a: ☒ LLC ☐ LLP ☐ LP ☐ Corporation ☐ S. Corporation ☐ Nonprofit Corporation
☐ Mutual Benefit Corporation ☐ Other-Please describe:

Provide a brief description of your company history, products and services.

Cook Pharmica (now Catalent Indiana, LLC) was founded in 2004, purchased the campus (formerly owned by RCA/Thomson Consumer Electronics), and began renovation of the facility into a world-class biopharmaceutical manufacturing operation. The 50-acre campus with two buildings was once the largest TV assembly plant in the world

Please list all persons and/or entities with ownership interests in the company. **Catalent Pharma Solutions**

Current/Retained Jobs and Wages (Include only current permanent jobs, and exclude benefits and overtime from wage values)

Number of part-time employees	0	Median part-time hourly wage	N/A
Number of full-time employees	<u>839</u>	Average part-time hourly wage	N/A
TOTAL current employees (permanent jobs)	839	Median full-time hourly wage	\$24.52
		Average full-time hourly wage	\$28.33
What is the lowest hourly wage in the company? (inc. PT, FT, other)	\$14.42		
What is the median hourly wage in the company (inc. PT, FT, other)	\$24.52	TOTAL Annual Payroll (current/retained)	\$43,926,000

New Jobs and Wages As Result of the Proposed Project (Include only new permanent jobs, and exclude benefits and overtime from wage values)

Number of part-time employees	0	Lowest starting part-time wage	N/A
Number of full-time employees	<u>200</u>	Lowest starting full-time wage	\$18.42
TOTAL NEW employees (new permanent jobs)	200	TOTAL NEW Annual Payroll (new jobs only)	\$13,312,000

Describe your company's benefit programs and include the approximate value of benefits for existing and new employees on a per hour basis (e.g., benefits are valued at an additional \$3.00 per hour, etc.)

Employees receive the following benefits: Health insurance, dental insurance, vision insurance, life insurance, disability insurance, 401(k) with employer match, and an educational assistance program. The comprehensive benefits package provided to employees is valued at approximately \$10.00 per hour.

Market for Goods and Services; Local Sourcing

To the extent possible, please estimate the relative percentages of your company's reach (via your products or services) into following markets:	20%	Inside Monroe County, Indiana
	20%	Outside Monroe County, but inside Indiana
	55%	Outside of Indiana
	5%	Outside of the United States
	100%	

If applicable, list the name and location (City, State) of your five largest vendors or suppliers.

1. Cassady Electric Company (Ellettsville, IN)
2. Harrell Fish and Associates (Bloomington, IN)
3. Columbus Container (Columbus, IN)
4. Ompl (France)
5. Becton, Dickinson and Company (Franklin Lakes, NJ)

Section 5 – Proposed Improvements (the "Project")

Describe all real estate improvements for which tax abatement on the property is being sought.

The project is comprised of two phases; Phase 1 consists of building out a 15,000 sq.ft. of ISO 9 manufacturing space and is aimed to expand Catalent, Bloomington packaging capacity and add new capabilities to support specialized device assembly for biological products produced within the site by 2020. Phase 2 is to expand Catalent, Bloomington drug product sterile filling capacity by 2022 to support. The fill/finish capacity at the Bloomington site will be expanded by 79,000 sq. ft., with both GMP and non-GMP capabilities.

Estimated Total Project Cost (Capital Improvements only)	\$126,000,000.00	Has Bloomington Planning approval been obtained for the Project? If yes, Case Number:	<input type="checkbox"/> Yes
Estimated Construction Start Date (month-year)	June 2019		<input checked="" type="checkbox"/> No
Estimated Completion Date (month-year)	November 2021		
Will the Project require any City expenditures (for public infrastructure, etc.)? If yes, please describe		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p>Proposed Use(s) of the property after Project completion. Describe uses for entire Project space, including any uses not of the applicant company (e.g., if portions of space are intended to be leased to other entities, provide details).</p> <p>Phase 1 is aimed to expand Catalent, Bloomington packaging capacity and add new capabilities to support specialized device assembly for biological products produced within the site by 2020. This will be accomplished by the purchase and installation of a Flexible top load cartoning machine, an automated Auto-Injector assembly machine, and Syringe assembly equipment. A new Quality Control laboratory will also be constructed to support the expanded production.</p> <p>Phase 2 is to expand Catalent, Bloomington drug product sterile filling capacity by 2022 to support commercial launches and clinical development. A high-speed flexible vial line, utilizing both ready-to-use (RTU) components and bulk filling, will be installed along with a high-speed flexible syringe/cartridge line, and a fully automated vial inspection machine. This investment will nearly double the site capacity with over 460 additional filling days.</p>			
<p>Describe the impact on your business if the proposed Project is not undertaken (e.g. loss of jobs, contract cancellations, loss of production, change in location, etc.).</p> <p>If the project is not undertaken it will mean the loss of growth for the site and inability to provide additional job opportunities.</p>			
Attach renderings, site plans, drawings, etc., of the Project. See Appendix			

Section 6 – City of Bloomington Evaluative Criteria

Describe how the Project will make a significant positive contribution to the community's overall economic vitality in at least one of the following areas which apply. Feel free to add details to any and all other categories which apply. See "General Standards" for explanations and examples.

☒ Quality of Life, Environmental Stewardship, and/or Sustainability

The projects will employ green building standards according to Leadership In Energy and Environmental Design (LEED). Through this effort we are also aiming to reduce overall energy usage by 15%.

☐ Affordable Housing

☐ Community Service

☐ Community Character

If applicable, describe any further (not yet described above) beneficial *and detrimental* impact to the community's economic, social or environmental wellbeing, resulting from the Project.

Attach any additional information or documentation you feel to be pertinent to the City's decision to authorize this tax abatement.

Section 7 – Certification:

The undersigned hereby certify the following:

[Initials]

AH

■ The statements in the foregoing application for tax abatement are true and complete.

AH

■ The person(s) executing this application for tax abatement have been duly authorized by the business entity for which this application is being filed to execute and file this application, and all required approvals by the appropriate board or governing body of the business entity have been received.

AH

■ The individual(s) or business entity that is applying for Economic Revitalization Area (ERA) or Economic Development Target Area (EDTA) designation or approval of a Statement of Benefits is not in arrears on any payments, fees, charges, fines or penalties owed to the City of Bloomington, Indiana, including but not limited to, City of Bloomington Utilities, Bloomington Transit, and any other City departments, boards, commissions or agencies.

AH

■ I/we understand that if the above improvements are not commenced (defined as obtaining a building permit and actual start of construction) within 12 months of the date of the designation of the above area as an ERA, EDTA or of approval of a Statement of Benefits for the above area, whichever occurs later, the Bloomington Common Council shall have the right to void such designation.

AH

■ I/we understand that all companies requesting ERA and/or EDTA designation will be required to execute a Memorandum of Agreement (MOA) with the City. The MOA shall contain the capital investment levels, job creation and/or retention levels and hourly wage rates and other benefits that the applicant has committed to the City in order to receive consideration for the designation. The MOA shall also contain information relative to what the City and applicant have agreed upon as "substantial compliance" levels for capital investment, job creation and/or retention and wage rates and/or salaries associated with the project.

Additionally, the MOA shall indicate that the City, by and through the Economic Development Commission and the City of Bloomington Common Council, reserves the right to terminate a designation and the associated tax abatement deductions if it determines that the applicant has not made reasonable efforts to substantially comply with all of the commitments, and the applicant's failure to substantially comply with the commitments was not due to factors beyond its control.

If the City terminates the designation and associated tax abatement deductions, it may require the applicant to repay the City all or a portion of the tax abatement savings received through the date of such termination. Additional details relative to the repayment of tax abatement savings shall be contained in the Memorandum of Agreement.

AH

■ I/we understand that if this request for property tax abatement is granted that I/we will be required to submit mandatory annual compliance forms as prescribed by State law and local policy. I/we also acknowledge that failure to do so or failure to achieve investment, job creation, retention and salary levels contained in the final resolution and MOA may result in a loss of tax abatement deductions and the repayment of tax abatement savings received.

AH

■ I/we understand that beneficiaries of a city tax abatement are subject to the City of Bloomington's Living Wage Ordinance (BMC 2.28), and therefore I/we must certify the entity's Living Wage compliance annually during the tax abatement term, if this abatement request is approved.

OWNER(S) OR AUTHORIZED REPRESENTATIVE(S)

SIGNATURE (Print Name Below)

TITLE

DATE

X ALEX HAIG
Printed Name

Sp. Director, Engineering

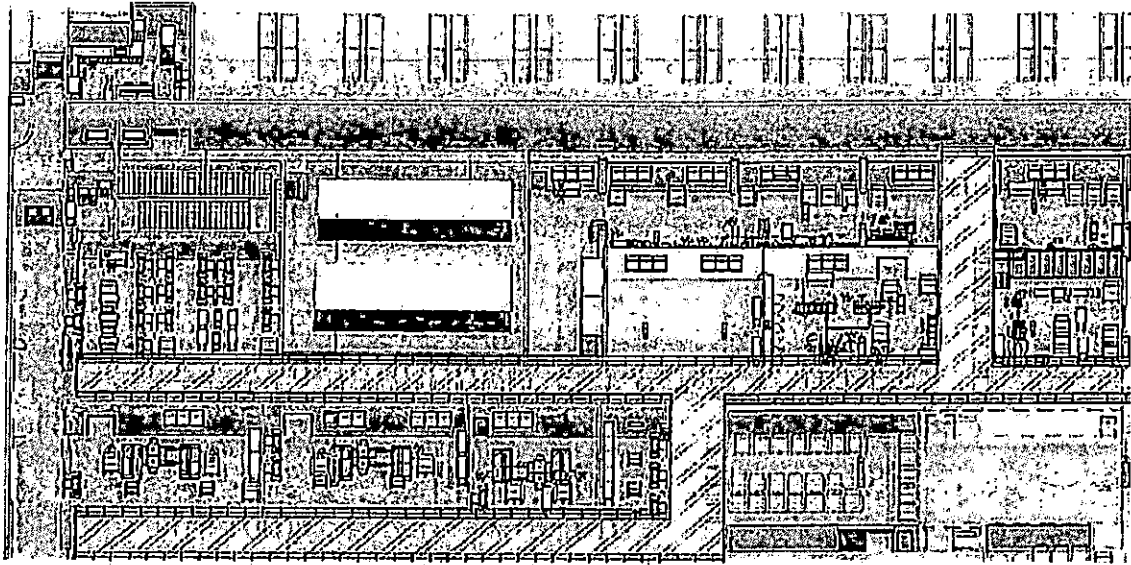
01/13/19

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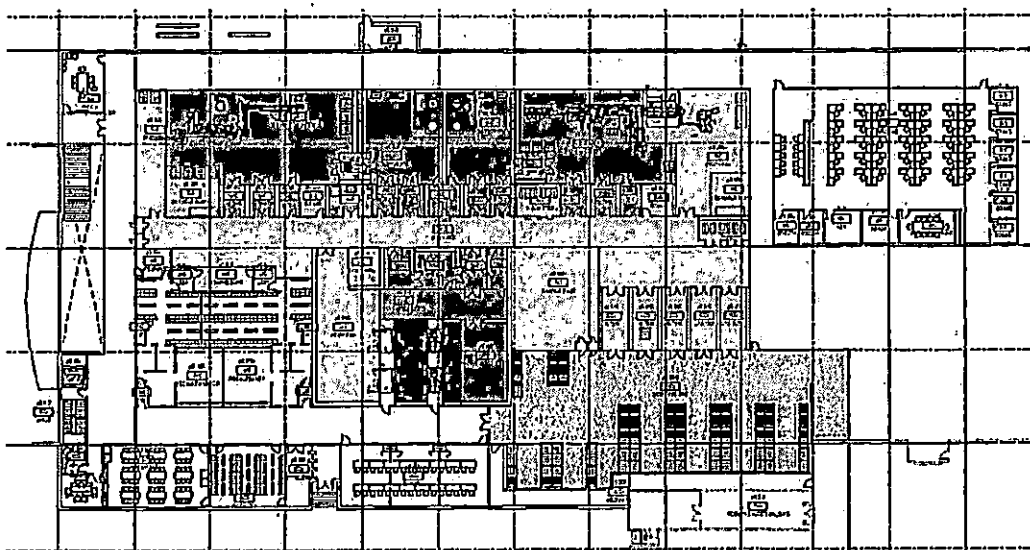
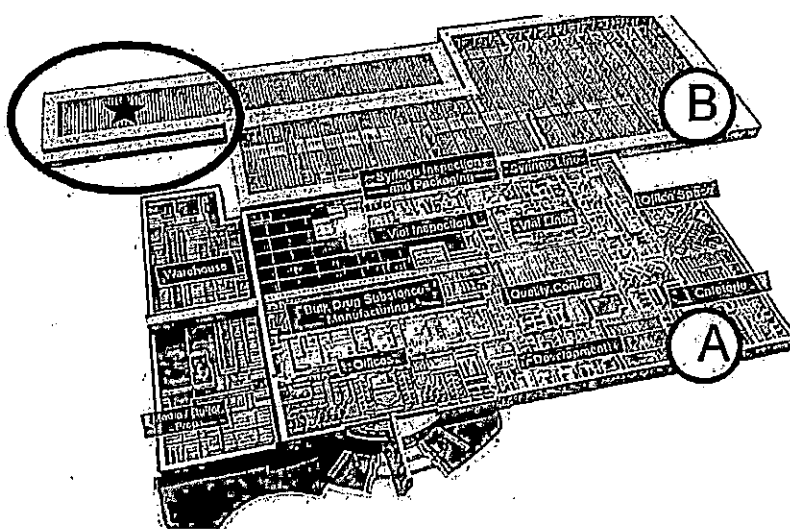
Printed Name

Appendix

Phase 1 – Packaging Expansion



CONCEPTUAL DESIGN RENDERINGS:





COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R6 / 4-23)

Prescribed by the Department of Local Government Finance

20 25 PAY 20 26

FORM CF-1 / Real Property

INSTRUCTIONS:

1. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
2. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
3. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 15 or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.3(j))
4. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.3 (k) and (l).

SECTION 1 TAXPAYER INFORMATION		
Name of Taxpayer Catalent Indiana, LLC		County Monroe
Address of Taxpayer (number and street, city, state, and ZIP code) 1100 S Strong Dr, Bloomington, IN 47403-4743		DLGF Taxing District Number 009-Perry
Name of Contact Person Alexander Haig	Telephone Number (812) 340-5147	Email Address
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of Designating Body City of Bloomington Common Council	Resolution Number 22-06	Estimated Start Date (month, day, year) 1/1/2022
Location of Property 1100 S Strong Dr, Bloomington, IN 47403-4743	Parcel: 53-08-05-400-033.000-009	Actual Start Date (month, day, year)
Description of Real Property Improvements improvement, expansion, and/or new construction to house manufacturing, R&D, distribution, office, and other activities related to life sciences manufacturing		Estimated Completion Date (month, day, year) 1/1/2022
Actual Completion Date (month, day, year)		
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	3,212	1811
Salaries	\$30.00 per hour	157,344,011.50
Number of Employees Retained	3,212	1811
Salaries	\$30.00 per hour	157,344,011.50
Number of Additional Employees	1,000	0
Salaries	\$32.00 per hour	0.00
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project	\$	\$
Plus: Values of Proposed Project	\$ 10,000,000	\$
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$	\$
ACTUAL	COST	ASSESSED VALUE
Values Before Project	\$	\$ 1,968,900.00
Plus: Values of Proposed Project	\$	\$ 8,719,200.00
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$	\$ 10,688,100.00
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		
SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of Authorized Representative Steve Brunson	Title Vice President Credits and Incentives	Date Signed (month, day, year) May 7, 2025

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)

INSTRUCTIONS: (IC 6-1.1-12.1-5.3 and IC 6-1.1-12.1-5.9)

1. Not later than forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits (Form SB-1/Real Property).
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. The date of this hearing may not be more than thirty (30) days after the date this notice is mailed. A copy of the notice may be sent to the county auditor and the county assessor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable efforts to substantially comply with the Statement of Benefits (Form SB-1/Real Property), and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable efforts to comply, the designating body shall adopt a resolution terminating the property owner's deduction. If the designating body adopts such a resolution, the deduction does not apply to the next installment of property taxes owed by the property owner or to any subsequent installment of property taxes. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:

☐ The Property Owner **IS** in Substantial Compliance☐ The Property Owner **IS NOT** in Substantial Compliance☐ Other (specify) _____

Reasons for the Determination (attach additional sheets if necessary)

Signature of Authorized Member

Date Signed (month, day, year)

Attested By

Designating Body

City of Bloomington Common Council

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)

Time of Hearing

☐

AM

☐

PM

Date of Hearing (month, day, year)

Location of Hearing

HEARING RESULTS (to be completed after the hearing)☐

Approved

☐

Denied (see Instruction 4 above)

Reasons for the Determination (attach additional sheets if necessary)

Signature of Authorized Member

Date Signed (month, day, year)

Attested By

Designating Body

City of Bloomington Common Council

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.



COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R6 / 4-23)

Prescribed by the Department of Local Government Finance

20 25 PAY 20 26

FORM CF-1 / Real Property

INSTRUCTIONS:

1. Property owners must file this form with the county auditor and the designating body for their review regarding the compliance of the project with the Statement of Benefits (Form SB-1/Real Property).
2. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
3. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 15 or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1.1-12.1-5.3(j))
4. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1.1-12.1-5.3 (k) and (l).

SECTION 1 TAXPAYER INFORMATION		
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Address of Taxpayer (number and street, city, state, and ZIP code) 1100 S Strong Dr, Bloomington, IN 47403-4743		DLGF Taxing District Number 009-Perry
Name of Contact Person Alexander Haig	Telephone Number (812) 340-5147	Email Address
SECTION 2 LOCATION AND DESCRIPTION OF PROPERTY		
Name of Designating Body City of Bloomington Common Council	Resolution Number 22-06	Estimated Start Date (month, day, year) 1/1/2022
Location of Property 1100 S Strong Dr, Bloomington, IN 47403-4743	Parcel: 53-08-05-400-032.000-009	Actual Start Date (month, day, year)
Description of Real Property Improvements improvement, expansion, and/or new construction to house manufacturing, R&D, distribution, office, and other activities related to life sciences manufacturing		Estimated Completion Date (month, day, year) 1/1/2022
		Actual Completion Date (month, day, year)
SECTION 3 EMPLOYEES AND SALARIES		
EMPLOYEES AND SALARIES	AS ESTIMATED ON SB-1	ACTUAL
Current Number of Employees	3,212	1811
Salaries	\$30.00 per hour	157,344,011.50
Number of Employees Retained	3,212	1811
Salaries	\$30.00 per hour	157,344,011.50
Number of Additional Employees	1,000	0
Salaries	\$32.00 per hour	0.00
SECTION 4 COST AND VALUES		
COST AND VALUES	REAL ESTATE IMPROVEMENTS	
AS ESTIMATED ON SB-1	COST	ASSESSED VALUE
Values Before Project	\$	\$
Plus: Values of Proposed Project	\$ 10,000,000	\$
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$	\$
ACTUAL	COST	ASSESSED VALUE
Values Before Project	\$	\$ 70,213,600.00
Plus: Values of Proposed Project	\$	\$ 25,873,600.00
Less: Values of Any Property Being Replaced	\$	\$
Net Values Upon Completion of Project	\$	\$ 96,087,200.00
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER		
WASTE CONVERTED AND OTHER BENEFITS	AS ESTIMATED ON SB-1	ACTUAL
Amount of Solid Waste Converted		
Amount of Hazardous Waste Converted		
Other Benefits:		
SECTION 6 TAXPAYER CERTIFICATION		
I hereby certify that the representations in this statement are true.		
Signature of Authorized Representative Steve Brunson	Title Vice President Credits and Incentives	Date Signed (month, day, year) May 12, 2025

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)

INSTRUCTIONS: (IC 6-1.1-12.1-5.3 and IC 6-1.1-12.1-5.9)

1. Not later than forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits (Form SB-1/Real Property).
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. The date of this hearing may not be more than thirty (30) days after the date this notice is mailed. A copy of the notice may be sent to the county auditor and the county assessor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable efforts to substantially comply with the Statement of Benefits (Form SB-1/Real Property), and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable efforts to comply, the designating body shall adopt a resolution terminating the property owner's deduction. If the designating body adopts such a resolution, the deduction does not apply to the next installment of property taxes owed by the property owner or to any subsequent installment of property taxes. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:

☐ The Property Owner **IS** in Substantial Compliance☐ The Property Owner **IS NOT** in Substantial Compliance☐ Other (specify) _____

Reasons for the Determination (attach additional sheets if necessary)

Signature of Authorized Member

Date Signed (month, day, year)

Attested By

Designating Body

City of Bloomington Common Council

If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)

Time of Hearing

☐

AM

☐

PM

Date of Hearing (month, day, year)

Location of Hearing

HEARING RESULTS (to be completed after the hearing)☐

Approved

☐

Denied (see Instruction 4 above)

Reasons for the Determination (attach additional sheets if necessary)

Signature of Authorized Member

Date Signed (month, day, year)

Attested By

Designating Body

City of Bloomington Common Council

APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]

A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.



8250 Dean Road
Indianapolis, IN 46240
O: 317.815.5929
F: 317.815.5930
RealAmericaLLC.com

April 25, 2025

City of Bloomington
Bloomington Common Council
Attn: Stephen Lucas
401 N Morton St
Suite 110
Bloomington IN 47404

Re: The Retreat at the Switchyard Tax Abatement
Resolutions 21-20 and 21-21

Mr. Lucas:

Based on the Monroe County Assessor records, the improvements for the Project are not fully assessed as the Project is still under construction. (Completion is now expected in Early Summer 2025.) Therefore, no Form 322RE is included. However, we anticipate the improvements to be added for the January 1, 2026 assessment date, at which time we anticipate filing both the Form 322/RE and the Form CF-1. The owner is in good faith showing continued compliance. However, we also want to ensure the first year of the abatement commences upon the addition of improvements once the project is fully completed as intended by the council's resolution. The enclosed Form CF-1 is filed for compliance purposes to confirm to the county and the council that project construction almost complete and that the owner expects to meet the requirements of the abatement resolution.

Sincerely,

Anne L Conway
Controller
aconway@realamericallc.com
Phone: (317) 680-2440

Cc:

Brianne Gregory
Monroe County Auditor
100 W. Kirkwood Ave.
Bloomington, IN 47404

Bloomington Economic Development
1720 N Kinser Pike #001
Bloomington, IN 47404



COMPLIANCE WITH STATEMENT OF BENEFITS REAL ESTATE IMPROVEMENTS

State Form 51766 (R6 / 4-23)

Prescribed by the Department of Local Government Finance

20 25 PAY 20 26

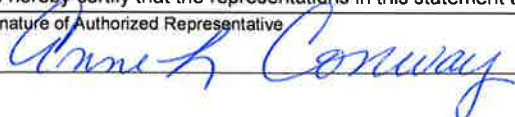
FORM CF-1 / Real Property

INSTRUCTIONS:

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2. This form must accompany the initial deduction application (Form 322/RE) that is filed with the county auditor.
3. This form must also be updated each year in which the deduction is applicable. It is filed with the county auditor and the designating body before May 15 or by the due date of the real property owner's personal property return that is filed in the township where the property is located. (IC 6-1, 1-12, 1-5, 3(j))
4. With the approval of the designating body, compliance information for multiple projects may be consolidated on one (1) compliance form (Form CF-1/Real Property).

PRIVACY NOTICE

The cost and any specific individual's salary information is confidential; the balance of the filing is public record per IC 6-1, 1-12, 1-5, 3 (k) and (l).

SECTION 1		TAXPAYER INFORMATION			
Name of Taxpayer Retreat at Switchyard, LP		County Monroe			
Address of Taxpayer (number and street, city, state, and ZIP code) 8250 Dean Road, Indianapolis, IN 46240		DLGF Taxing District Number 009			
Name of Contact Person Anne Conway, Controller	Telephone Number (317) 815-5929	Email Address aconway@realamericallc.com			
SECTION 2		LOCATION AND DESCRIPTION OF PROPERTY			
Name of Designating Body City of Bloomington	Resolution Number 21-20 & 21-21	Estimated Start Date (month, day, year) 08/01/2021			
Location of Property 1730 S. Walnut Street, Bloomington IN 47401		Actual Start Date (month, day, year) 05/16/2022			
Description of Real Property Improvements 48 affordable apartments and related common space at Retreat at the Switchyard		Estimated Completion Date (month, day, year) 12/01/2022			
		Actual Completion Date (month, day, year) Still under construction			
SECTION 3		EMPLOYEES AND SALARIES			
EMPLOYEES AND SALARIES		AS ESTIMATED ON SB-1		ACTUAL	
Current Number of Employees		-0-		-0-	
Salaries		-0-		-0-	
Number of Employees Retained		-0-		-0-	
Salaries		-0-		-0-	
Number of Additional Employees		2		-0-	
Salaries		\$80,000		-0-	
SECTION 4		COST AND VALUES			
COST AND VALUES		REAL ESTATE IMPROVEMENTS			
AS ESTIMATED ON SB-1		COST		ASSESSED VALUE	
Values Before Project		\$ 1.00		\$	
Plus: Values of Proposed Project		\$ 9,777,112.00		\$ 1,440,000.00	
Less: Values of Any Property Being Replaced		\$ -0-		\$	
Net Values Upon Completion of Project		\$ 9,777,112.00		\$ 1,440,000.00	
ACTUAL		COST		ASSESSED VALUE	
Values Before Project		\$ 695,200		\$ 695,200	
Plus: Values of Proposed Project		\$ Still Under Construction		\$ -0- Still Under Construction	
Less: Values of Any Property Being Replaced		\$ 695,200		\$ 695,200	
Net Values Upon Completion of Project		\$ Still Under Construction		\$ -0- Still Under Construction	
SECTION 5		WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER			
WASTE CONVERTED AND OTHER BENEFITS		AS ESTIMATED ON SB-1		ACTUAL	
Amount of Solid Waste Converted		-0-			
Amount of Hazardous Waste Converted		-0-			
Other Benefits:					
SECTION 6		TAXPAYER CERTIFICATION			
I hereby certify that the representations in this statement are true.					
Signature of Authorized Representative 		Title Controller		Date Signed (month, day, year) 04/25/25	

OPTIONAL: FOR USE BY A DESIGNATING BODY WHO ELECTS TO REVIEW THE COMPLIANCE WITH STATEMENT OF BENEFITS (FORM CF-1)

INSTRUCTIONS: (IC 6-1.1-12.1-5.3 and IC 6-1.1-12.1-5.9)

1. Not later than forty-five (45) days after receipt of this form, the designating body may determine whether or not the property owner has substantially complied with the Statement of Benefits (Form SB-1/Real Property).
2. If the property owner is found **NOT** to be in substantial compliance, the designating body shall send the property owner written notice. The notice must include the reasons for the determination, including the date, time, and place of a hearing to be conducted by the designating body. The date of this hearing may not be more than thirty (30) days after the date this notice is mailed. A copy of the notice may be sent to the county auditor and the county assessor.
3. Based on the information presented at the hearing, the designating body shall determine whether or not the property owner has made reasonable efforts to substantially comply with the Statement of Benefits (Form SB-1/Real Property), and whether any failure to substantially comply was caused by factors beyond the control of the property owner.
4. If the designating body determines that the property owner has **NOT** made reasonable efforts to comply, the designating body shall adopt a resolution terminating the property owner's deduction. If the designating body adopts such a resolution, the deduction does not apply to the next installment of property taxes owed by the property owner or to any subsequent installment of property taxes. The designating body shall immediately mail a certified copy of the resolution to: (1) the property owner; (2) the county auditor; and (3) the county assessor.

We have reviewed the CF-1 and find that:			
<input type="checkbox"/>	The Property Owner IS in Substantial Compliance		
<input type="checkbox"/>	The Property Owner IS NOT in Substantial Compliance		
<input type="checkbox"/>	Other (specify) _____		
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year)
Attested By		Designating Body	
If the property owner is found not to be in substantial compliance, the property owner shall receive the opportunity for a hearing. The following date and time has been set aside for the purpose of considering compliance. (Hearing must be held within thirty (30) days of the date of mailing of this notice.)			
Time of Hearing	<input type="checkbox"/> AM <input type="checkbox"/> PM	Date of Hearing (month, day, year)	Location of Hearing

HEARING RESULTS (to be completed after the hearing)			
<input type="checkbox"/> Approved		<input type="checkbox"/> Denied (see instruction 4 above)	
Reasons for the Determination (attach additional sheets if necessary)			
Signature of Authorized Member			Date Signed (month, day, year)
Attested By		Designating Body	
APPEAL RIGHTS [IC 6-1.1-12.1-5.9(e)]			
A property owner whose deduction is denied by the designating body may appeal the designating body's decision by filing a complaint in the office of the clerk of the Circuit or Superior Court together with a bond conditioned to pay the costs of the appeal if the appeal is determined against the property owner.			



Kyle Bach
Chief Executive Officer
The Annex Group
8680 Edison Plaza Drive
Fishers, IN 46038
May 16, 2025

City of Bloomington
Economic & Sustainable Development
401 N Morton Street Suite 150
Bloomington IN 47404

Dear Ms. de la Rosa,

I am writing to you on behalf of The Annex Group regarding the Union at Crescent, specifically pertaining to the tax abatement for the Affordable and HOME Project. As the new property management team since March 2025, we are eager to implement a comprehensive turnaround strategy to enhance the living conditions and affordability of this project in alignment with Bloomington's housing needs.

Our vision for the Union at Crescent involves a phased approach to revitalization that will require a significant investment of both capital and resources. The current tax abatement is a vital component of our plan, and without this support, our efforts to stabilize and improve the project will face considerable financial hardship that will absolutely jeopardize its success.

Our long-term goal is to provide housing for up to 146 units of which 106 will be at or below 60% AMI. With our recent takeover, our near-term goal is to provide housing to at least 102 of the 146 total units by October/November 2025 and expect to be fully stabilized in early 2026. This won't be an easy task considering the extent of the turnaround effort required throughout the duration of this project, but we are fully committed and have a high-level plan as follows:

Phase 1: First 30 Days – Stabilization & Immediate Concerns

- Staffing & Recruitment
- Lease Audit & File Compliance
- Property Maintenance & Compliance

Phase 2: Days 31-60 – Operational Efficiency & Resident Experience

- Property Improvements & Compliance

Phase 3: Days 61-90 – Growth & Long-Term Stabilization

- Crime Prevention & Security Adjustments

We appreciate the City of Bloomington's support and commitment to affordable housing and are excited about contributing to this important mission. We respectfully urge you to consider honoring our current tax abatement favorably, as it is a critical component of our plan to revitalize the Union at Crescent and contribute to Bloomington's affordable housing needs.

Thank you for your time and support. We look forward to collaborating on this initiative to benefit our community.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Bach", written over the word "Sincerely,".

Kyle Bach
Chief Executive Officer
The Annex Group

Council Sidewalk Committee Report – 2025 Council Sidewalk Funding

Table of Contents

- **Signature Sheet**
- **Report of the Common Council Sidewalk Committee**
 - **Highlight of Recommendations**
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 - **Six Core Criteria**
 - **Sidewalk Evaluation Matrix (2022-2024)**
 - **Current Program Criteria**
 - **SS4A Priority Corridors and Intersections**
 - **Allocation Recommendations for 2025**
 - **Vision for Future of Committee**
 - **Maps for Recommended Projects**

Note: The Report can be found at <https://bloomington.in.gov/council/sidewalks> once approved by the Committee.

Signatures for Sidewalk Committee Report - 2025 Council Sidewalk Funding May 16, 2025

Note: Your signature below indicates approval of the Report pursuant to BMC 2.04.230 Standing committees-Reports (a), which requires that reports be in writing and be signed by a majority of the membership.

Kate Rosenbarger (Chair), District II

Isabel Piedmont-Smith, District I

Sydney Zulich, District VI

Andy Ruff, At-Large

Report of the Common Council Sidewalk Committee - 2025 Council Sidewalk Funding May 16, 2025

Committee Members and Staff

The members of the Committee were appointed by the President of the Council and included:

- Kate Rosenbarger, District II (Chair)
- Isabel Piedmont-Smith, District I
- Sydney Zulich, District VI
- Andy Ruff, At-Large

The committee members were assisted by the following persons and departments:

Planning and Transportation

Hank Duncan, Bicycle and Pedestrian Coordinator

Engineering

Neil Kopper, Senior Project Engineer

Office of the City Clerk

Sofia McDowell, Chief Deputy Clerk

Council Office

Ash Kulak, Deputy Administrator/Deputy Attorney

Schedule

The Committee met in person, with the meeting also accessible via Zoom on:

- Tuesday, April 8, 2025 at 12:00pm noon
- The Committee plans to meet again after 2025 Recess to discuss the future of the Council Sidewalk Committee

Highlight of Recommendations

This Report of the Sidewalk Committee (the Committee) outlines the Committee's recommendation to the Council on the use of \$500,000 of Alternative Transportation Fund (ATF) monies budgeted for 2025 for sidewalk and traffic-calming/pedestrian improvements projects.

The Committee met on April 8, 2025 to review ongoing projects and allocations, discuss program criteria, consider new projects, and make recommendations regarding the allocation of these funds.

Note that funds for 2025 resident-led traffic calming will come from a funding source other than the Alternative Transportation Funds.

2025 Funding Recommendations:

Project	Allocation	Description
N. Jefferson St. Sidewalk (8 th – 10 th St.)	\$70,000	Construction – Partially Funded

N. Union St. Crosswalk Improvement (Between 7 th & 10 th St.)	\$90,000	Construction
N. Fee Ln. Intersection Improvement (E. Law Ln. & Briscoe Quadrangle)	\$40,000	Construction
Repaving Coordination Project	\$300,000	Construction
TOTAL	\$500,000.00	

Update on 2024 Allocation:

Project	Allocation	Spent/Estimate	Difference	Description
N. Dunn St. Sidewalk (17 th – 18 th St.)	\$200,000	\$141,774	\$58,226	Construction – Fully Funded
N. Dunn Street Sidewalk (17 th – 18 th St.)	\$35,000	\$22,230	\$12,770	Design
Resident-Led Traffic Calming (Washington St. from 1 st St. – Grimes Ln.)	\$50,000	\$45,463	\$4,537	Construction – Fully Funded
N. Jefferson St. Sidewalk (8 th – 10 th St.)	\$35,000	\$39,560	-\$4,560	Design
Green Acres Traffic Calming	\$30,000	\$0	\$30,000	Construction
TOTAL	\$350,000.00	\$249,027	\$100,973	

Please note that other sidewalk and pedestrian projects are pursued by various other city departments and funded through various means.

Remaining funds from the 2024 Sidewalk Committee budget have been transferred back into the Alternative Transportation Fund

Deliberation Materials and Minutes Available Online

Deliberation materials and meeting memoranda for the Sidewalk Committee’s meetings are available online at <https://bloomington.in.gov/council/sidewalks> under Meetings and Documents.

Purpose of Committee and History of Funding

In the past, the Sidewalk Committee has made recommendations on the use of a portion of the Alternative Transportation Fund (ATF) monies appropriated for this purpose and, in the course of doing so, works in concert with City staff to identify funding priorities for sidewalk and traffic calming projects in the City. The ATF was established in 1992 with surplus revenues from the Neighborhood Parking Program and was dedicated to “reducing the community’s dependence upon the automobile.” (BMC 15.37.160). Over the years, the ATF has also received annual infusions from other City sources. This year, \$500,000 has been appropriated for use by the Committee.

The table on the following pages provides a rough historical view of funding for Committee projects which is divided into annual Council Sidewalk Budgets, contributions from CBU, and

contributions from other sources. Please know that the maintenance of sidewalks is the responsibility of the property owner and that the construction of new sidewalks in the City is mostly done by the owner when property is developed or redeveloped.

Council Sidewalk Committee Projects – Funding Sources

Year(s)	Council Sidewalk Budget		Estimate of Other Contributions	
	Per Year	Total	Other	CBU
2007	\$185,000	\$185,000	\$0	~ \$46,174
2008-2012	\$225,000	\$1,125,000	~\$1,425,000	~\$538,742
2013	\$275,000	\$275,000	~\$1,200,000	\$0
2014-2016	\$300,000	\$900,000	~\$43,000	~\$136,697
2017	\$306,000	\$306,000	~\$239,000	\$0
2018	\$312,000	\$312,000	~\$14,000	\$0
2019	\$318,000	\$318,000	~\$173,500	\$45,000
2020	\$324,000	\$324,000	~\$106,000	\$0
2021	\$330,000	\$330,000	~\$0	\$0
2022	\$336,000	\$336,000	~\$140,000	\$0
2023	\$336,000	\$336,000	~\$140,000	\$0
2024	\$350,000	\$350,000	\$0	\$0
2025	\$500,000	\$500,000	\$0	\$0
Total		\$5,261,000	~\$3,480,500	~\$766,613

Table Notes

1. The amounts in the “Per Year” and “Total” Council Sidewalk Budget columns are amounts budgeted at the beginning of the year. They include amounts dedicated for traffic calming (which, up until 2017, were typically under \$25,000 per year), but do not account for re-appropriation of unspent reverted funds in subsequent years.
2. The amounts in the “Other” column of the “Estimate of Other Contributions” portion of the table were amounts estimated at the time the Committee Reports were filed and do not account for changes after the actual amount was known. Funding sources include, but are not limited to: Greenways Funds (within the ATF); HAND Community Development Block Grant (CDBG) funds (targeting low-income neighborhoods); Cumulative Capital Development (CCD) fund; bond funds; General Fund appropriations to various departments; Metropolitan Planning Organization (MPO); and INDOT funds (like the former Safe Route to Schools program).
3. The amounts in “CBU” column of the “Estimate of Other Contributions” portion of the table highlight that because sidewalk projects, and more particularly curbs, channel water, they are part of the City’s storm-water infrastructure. The Committee has, over the years, recognized that the storm-water component of a sidewalk project frequently comprises a significant and sometimes a majority of the project cost. The amounts in this column are either fiscal or in-kind contributions from CBU.

Previous Program Criteria for Sidewalk Projects

For more than 20 years, the Committee used six core criteria to decide upon the funding of sidewalks. The criteria were refined over time, but continued to prioritize the construction (not

maintenance) of sidewalks that fill in gaps in the City’s sidewalk network that will be used by, and improve the safety of, pedestrians. The following Evaluation Matrix explains the criteria, analytics and information used in funding cycles before 2022:

Criteria		Analytics and Information	
1) Safety Considerations		Pedestrian Level of Service (PLOS) - gauges the pedestrian experience based upon traffic volume and speed, lane width, presence and width of sidewalk, and presence, type, and width of the buffer.	
2) Roadway Classification			
3) Pedestrian Usage		Residential Density	Walkscore – an online score that gauges pedestrian demand based upon proximity to a mix of destinations. Score: 0 (car dependent) – 100 (walker’s paradise)
4) Proximity to Destinations		Transit routes and stops	
5) Linkages		Proximity to existing sidewalks as shown on Sidewalk Inventory (updated intermittently).	
6) Cost and Feasibility		Estimates provided by Engineering Dept.	

Prior to 2022’s funding cycle, the P & T department prepared a Project Prioritization list which scored projects based upon objective measures associated with some, but not all, of the criteria. However, the Project Prioritization list did not incorporate objective measures for evaluating connectivity or feasibility, which left the satisfaction and weighing of those criteria to the judgment of the Committee members.

During the 2021 funding cycle, the Committee discussed a Sidewalk Equity Audit and associated recommendations prepared by Bicycle and Pedestrian Safety Commission President Mark Stosberg and submitted to the Mayor, City Council, and various city staff members.

In addition to the suggestions contained in this audit, the 2021 Committee members also discussed census block maps that were created by P & T staff and submitted to the Committee for consideration. The 2021 Committee discussed potential revisions to the program criteria and related objective factors, and, while no formal changes were implemented in the 2021 funding cycle, the 2021 Committee indicated it would like P & T staff to consider and recommend what additional or different metrics are available and best suited to objectively measure the criteria the Committee values in new projects.

Program Criteria for Sidewalk Projects – starting in 2022

For the 2022 funding cycle, the P & T staff submitted a report to the Committee and subsequently to the full Council, which included revised metrics best suited to objectively guide the Committee’s evaluation of projects. These revised metrics took into consideration the analysis provided in the Sidewalk Equity Audit and include two new mechanisms to inform sidewalk project prioritization: an inventory of all missing sidewalks and weighted metrics to identify those areas best-suited for improvement. The Committee voted to revise the criteria in accordance with the recommendations of the P & T Staff at its December 9, 2021 meeting.

In order to prioritize projects objectively, the scope of projects eligible for review was identified by creating a map of all City of Bloomington maintained streets with missing sidewalks. This

map was created using data from the 2018 LiDAR scan, and it was updated to include sidewalk projects completed or in design/construction phase in subsequent years.

Next, weighted metrics were developed to identify those areas from the map of missing sidewalks best-suited for improvement. The data for the development of these weighted metrics was collected from the Census, the City GIS inventory, and formulas that indicate high areas of potential use and connectivity to transit.

The following Evaluation Matrix explains the criteria, analytics and information used in the past three years' funding cycles:

2022-2024 Sidewalk Evaluation Matrix			
	Criteria	Analytics and Information	Criteria Weight
Demand and Density Data	Walk Potential	Based on 10-minute travel maps between residential areas and destinations (cafes, libraries, banks, grocery stores, hardware stores). The 10-minute walk distance is based on the actual street grid, not how a bird would travel. The more destinations that overlap and that can be reached within a 10-minute walk, the higher the score. This tool replaces the manually-applied walk score data included in years past prioritization methods.	25%
	Population Density	2019 American Community Survey Census Block Group data converted to a weighted score. Higher scores reflect areas with increased population density.	25%
	% Walk to Work	2019 American Community Survey Census Block Group data, converted to a weighted score ranging from 1 to 26. Areas where residents report higher rates of walking to work score higher than areas with less reported rates of walking to work.	7%
	% Transit to Work	2019 American Community Survey Data converted to a weighted score ranging from 1 to 100. Areas where residents report higher rates of utilizing transit to commute to work are higher than areas with less reported rates of utilizing transit to get to work	7%
	Vehicle Count	Derived from the 2019 American Community Survey Data which counts private registered vehicles per household. The variable scores and weigh each Census Block Group to reflect priority for residents in areas where average car ownership rates are lower.	6%
Safety and Harm Reduction Data	Adjacent Street Speed	Scores based on City-maintained Centerline data for speed limits. Streets with higher posted speed limits are weighted for greater point values/priority over streets with lower speed limits.	10%
	Adjacent Street Width	Scores based on City-maintained Centerline data for road width. Wider streets are scored for priority over streets that are	10%

		narrower. Wider streets are prioritized because generally traffic travels faster on wider streets.	
Historically Excluded Groups Data	% Resident Renters	2019 American Community Survey Data which scores Census Block Groups with higher percentages of residents who are renters over areas with fewer renter households.	3%
	% BIPOC Renters	2019 American Community Survey Data which scores Census Block Groups with higher percentages of residents who are Black, Indigenous, and People of Color over Census Block Groups with lower percentages of residents who are Black, Indigenous, and People of Color.	3%
	Median Income	2019 American Community Survey Data, scored such that Census Block Groups with lower reported median income are prioritized over areas with higher median incomes.	4%
	Total		100%

Current Program Criteria – SS4A Priority Network

For the 2025 funding cycle, P & T staff used metrics from the Safe Streets For All (SS4A) Priority Network, which has been adopted into the City’s Transportation Plan, to determine priority networks within the City.

The SS4A Priority Network Formula is as follows:

- 20% Vehicle-only High Injury Network (HIN)
- 25% Vulnerable Road User HIN
- 20% High Risk Network
- 15% Equity
- 20% Public Input

The priority corridors and intersections resulted in the following guiding documents:

Strategies and Projects Prioritization: Priority Corridors

Legend

Weighted scores of corridors
within the study area

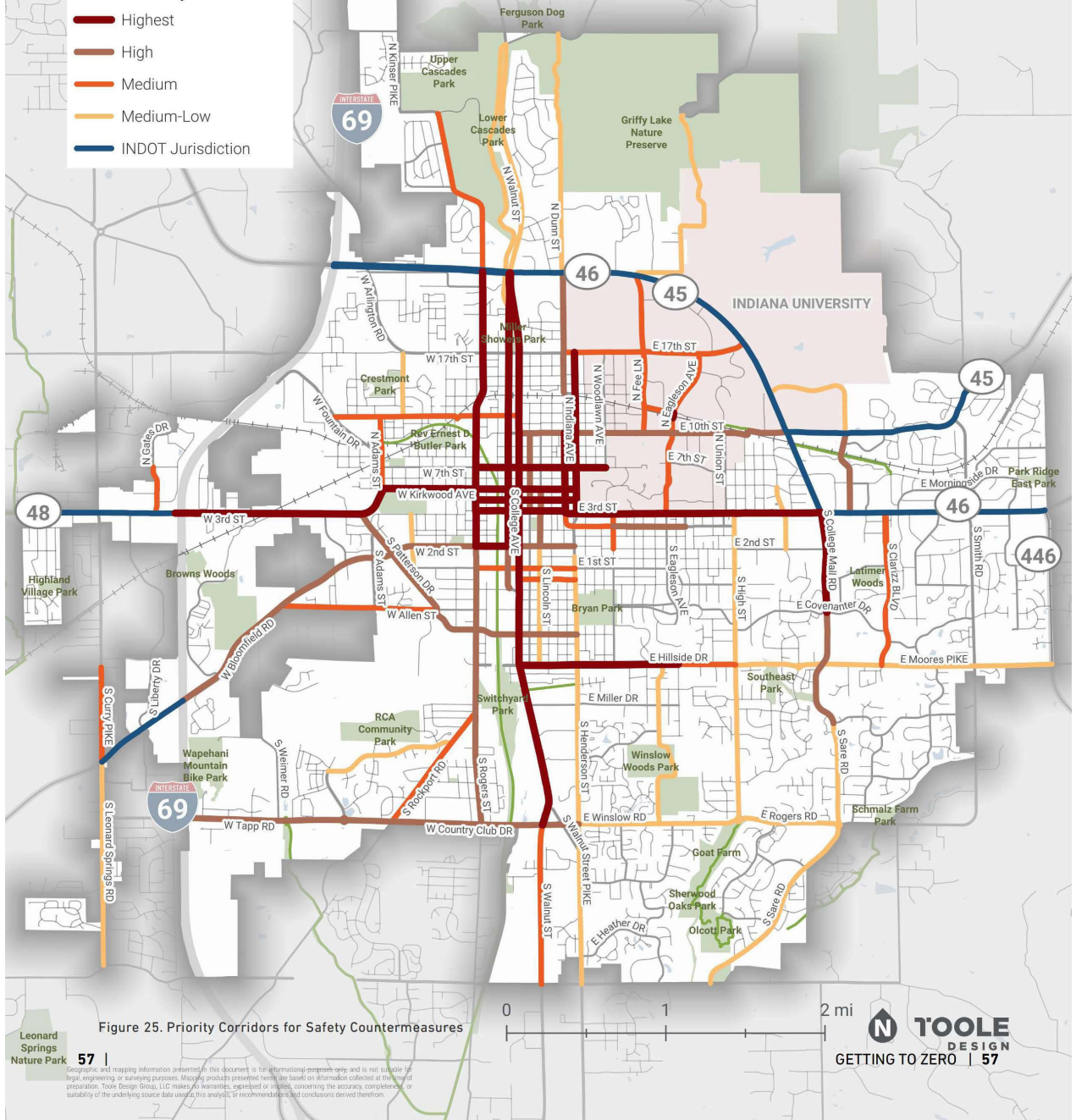
■ Highest

■ High

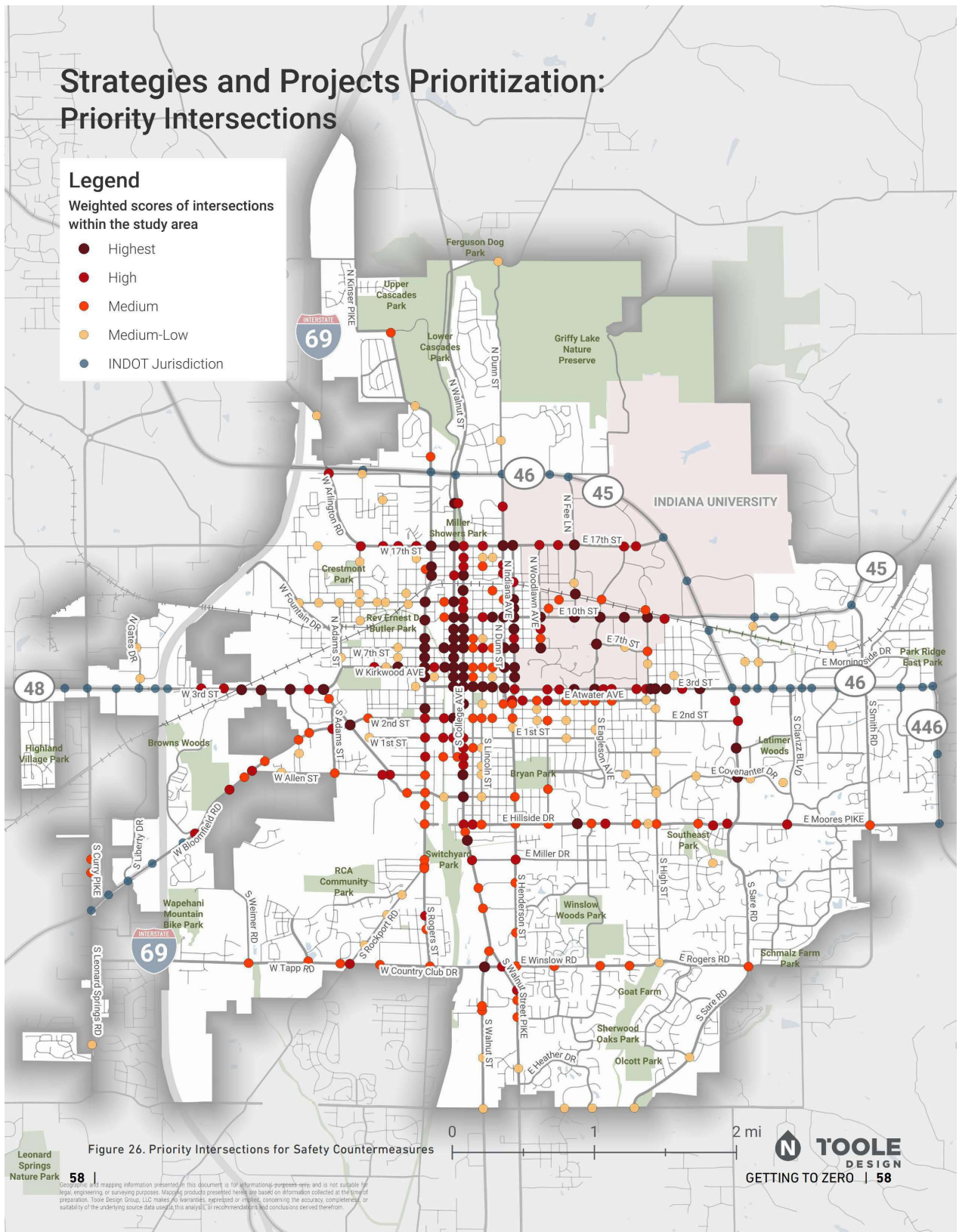
■ Medium

■ Medium-Low

■ INDOT Jurisdiction



Geographic and mapping information presented in this document is for informational purposes only and is not suitable for legal, engineering, or surveying purposes. Mapping products presented herein are based on information collected at the time of preparation. Toole Design Group, LLC makes no warranties, expressed or implied, concerning the accuracy, completeness, or suitability of the underlying source data used in this analysis or the recommendations and conclusions derived therefrom.



Funding Recommendations for 2025

Along with reviewing and addressing funding for ongoing projects, the Committee reviewed the comprehensive map of missing sidewalks and the P & T staff's prioritization of high-ranking projects identified by utilizing the revised sidewalk evaluation metrics.

Funding for In-Progress Projects

- **Sidewalk Construction – N. Jefferson St. Sidewalk (8th to 10th St.)**
During the 2024 funding cycle, the Committee recommended allocating \$35,000.00 for the design of the project. This year, the Committee recommends allocating \$70,000 to partially fund construction of the sidewalk.

Funding for New Sidewalk Projects

- **Sidewalk Construction – N. Union St. Crosswalk Improvement (Between 7th & 10th St.)**
The Committee recommends allocating \$90,000 to fund the construction for this project with a nearly complete design.
- **Design – N. Fee Ln. Crosswalk Improvements (E. Law Ln. & Briscoe Quadrangle)**
The Committee recommends allocating \$40,000 to fund design for this SS4A designated “highest priority intersection.” However, if feasibility concerns arise with this location, City staff plan to use these funds to design intersection improvements on S. Walnut St. Pike.

Funding for Repaving Coordination Projects

- **Construction – Repaving Coordination Projects**
The Committee recommends allocating \$300,000 to street projects in coordination with the Department of Public Works in order to improve streets that are scheduled to be resurfaced. Locations will be chosen based on the SS4A prioritization network and feasibility, with a focus on pedestrian safety and accessibility. Types of Projects to be funded include crosswalk improvements, intersection improvements, alley apron improvements, and transit stop landing pads.

Summary of Actions

In summary, during the course of its deliberations, the Committee:

- Provided an opportunity for Committee members or staff members to disclose any potential conflicts of interest for those who might own or reside in homes along sidewalk projects recommended for funding by the Committee;
- Heard a progress report regarding on-going projects;
- Reviewed the list of projects recommended by staff for funding and provided an opportunity for public comment;
- Recommended the allocation of \$500,000 in ATF monies as described below; and
- Authorized the Committee chair to adjust the allocation scheme in consultation with city staff to fund priorities on the current list of allocations.
- The Committee will meet again in 2025 to discuss broader topics such as:
 - What will or should happen to the Sidewalk Committee moving forward?
 - What should be Council’s role in sidewalks and the Alternative Transportation Fund?
 - What is the role of Public Works in this Committee?

**COMMON COUNCIL TRANSPORTATION COMMITTEE (COMMITTEE) SIDEWALK
ALLOCATION RECOMMENDATIONS FOR 2025**
- FUNDS AVAILABLE: \$500,000

Project	ATF	<u>ATF</u> <u>(Additional</u> <u>Amounts – Should</u> <u>They be</u> <u>Appropriated)</u>	<u>CBU</u>	<u>OTHER</u> <u>FUNDS</u>	<u>Priority</u>
<u>Sidewalk Projects</u>					
Construction: N. Jefferson St. Sidewalk (8th to 10th St.)	\$70,000		\$0	\$0	
Estimated Costs					
Design: \$35,000 (2024 allocation)					
Construction: \$70,000					
Construction: N. Union St. Crosswalk Improvement (Between 7th & 10th St.)	\$90,000		\$0	\$0	
Estimated Costs					
Construction: \$90,000					
Design: N. Fee Ln. Crosswalk Improvements (E. Law Ln. & Briscoe Quadrangle)	\$40,000		\$0	\$0	
Estimated Costs					
Design: \$40,000					
<u>Repaving Coordination Projects</u>					
Repaving Coordination Projects with Public Works	\$300,000		\$0	\$0	
Estimated Costs					
\$300,000					
2025 ALLOCATION	\$500,000	\$0	\$0	\$0	

**COMMON COUNCIL TRANSPORTATION COMMITTEE (COMMITTEE) SIDEWALK
ALLOCATION RECOMMENDATIONS FOR 2025**

CHART NOTES

1. Project. This column identifies the location and details about the project.
2. Alternative Transportation Fund (ATF). This column represents ATF funds appropriated in 2025 for sidewalk and traffic-calming initiatives recommended by the Committee.
3. ATF (Additional Amounts – Should they be Appropriated). This column is available to capture unused funds from prior years should the Committee wish to make recommendations about the use of the remaining funds and any necessary additional appropriation proposals. No funds were identified for additional appropriation and, therefore the shaded column remains empty.
4. CBU. This column represents CBU assistance with the storm-water component of projects. The CBU evaluates the storm-water component of projects and, when able, offers some in-kind contributions when these projects align with CBU storm-water priorities. There were no CBU in-

kind contributions identified for sidewalk construction projects recommended by the Committee for 2025.

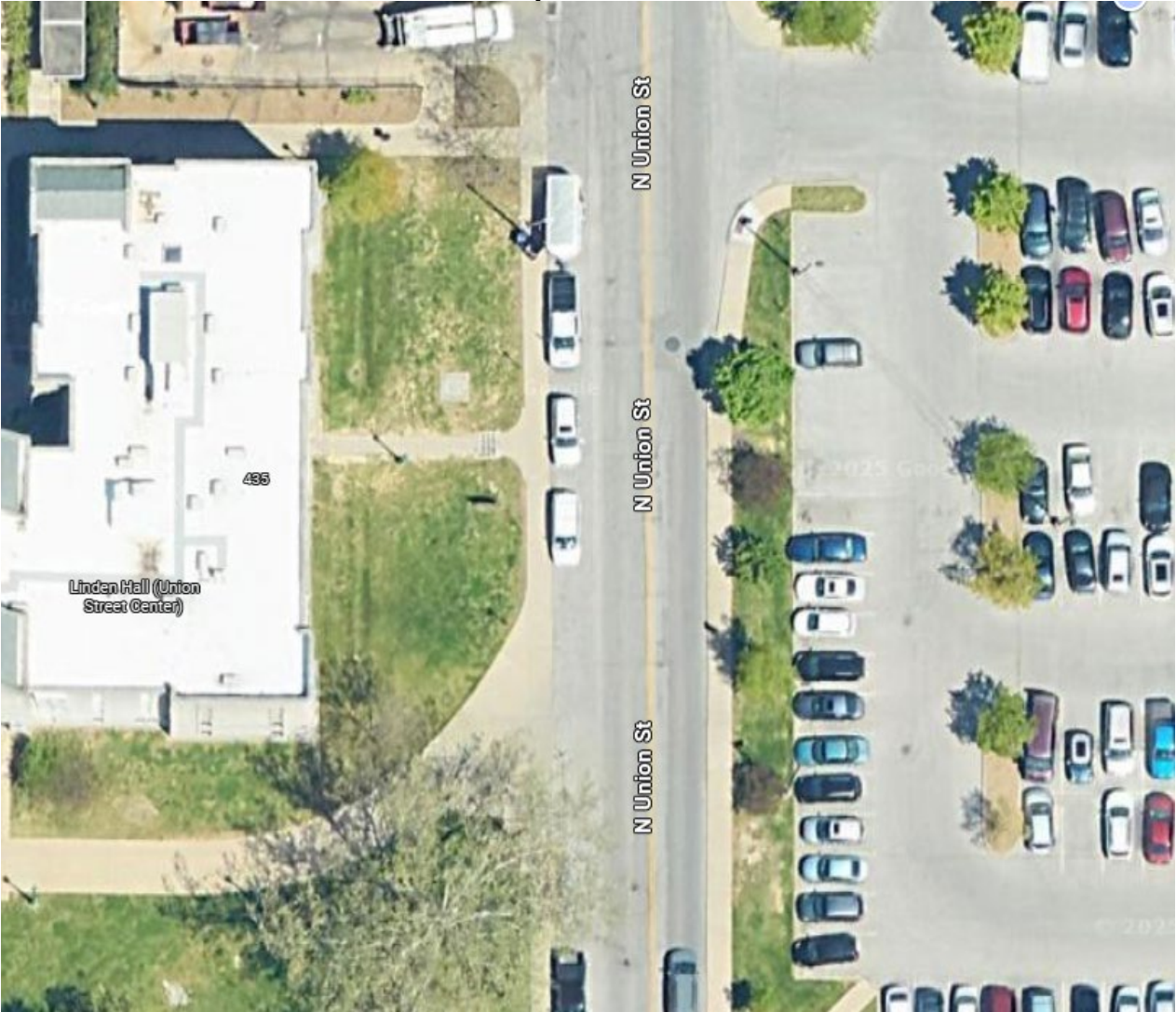
5. OTHER FUNDS. This column represents project funding from other sources. There were no other funds identified for sidewalk construction projects recommended by the Committee for 2025.
6. PRIORITY. This column represents the Committee's prioritized funding for the projects in order to provide guidance to staff in the event that funding shortages prevented the completion of all recommendations. The Committee did not rank projects by priority this year.

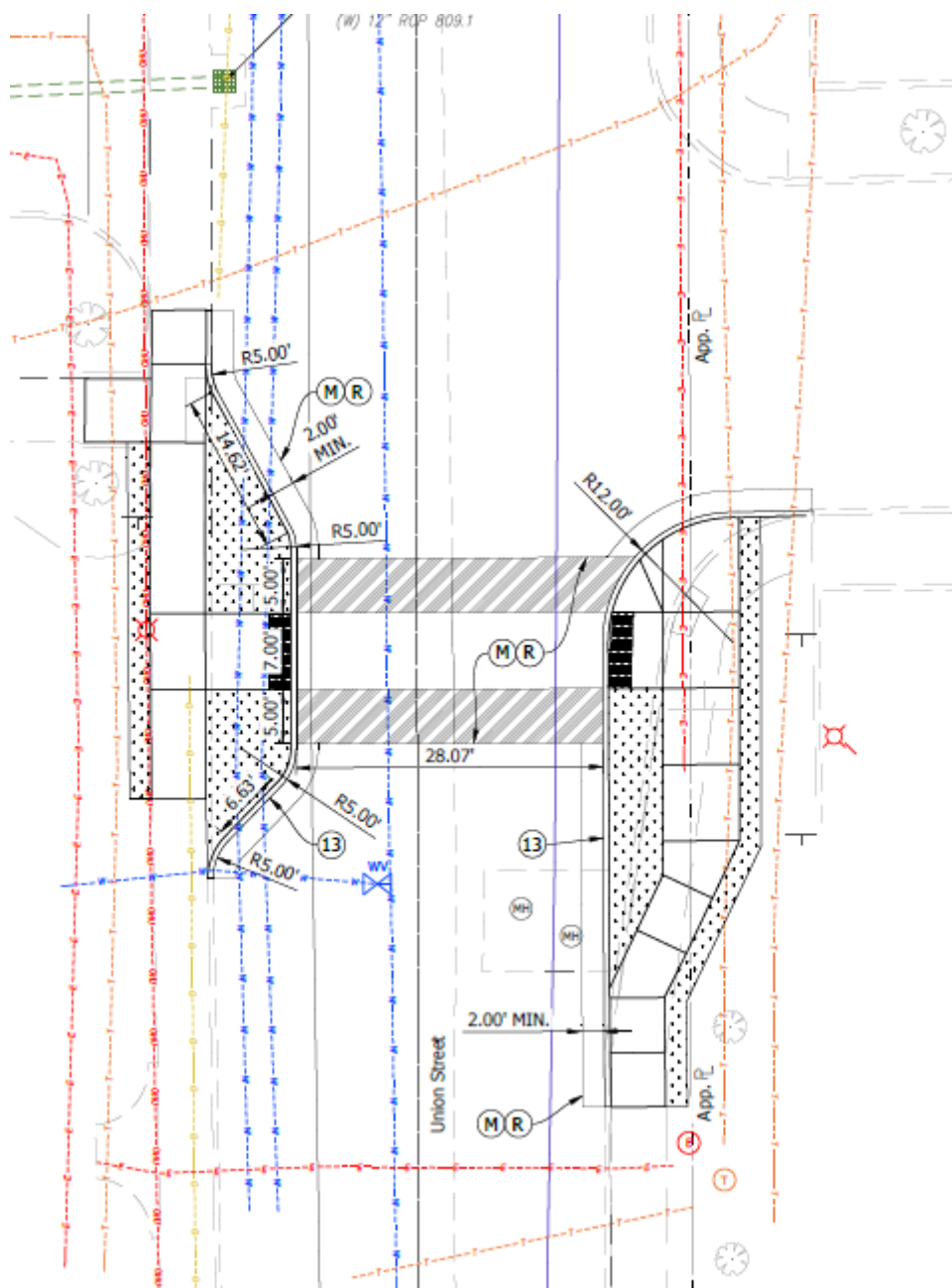
Maps for Recommended Projects:

Construction - N. Jefferson St. Sidewalk – 8th to 10th St.



Construction - N. Union St. Crosswalk Improvement





Design - N. Fee Ln. Crosswalk Improvements (E. Law Ln. & Briscoe Quadrangle)







CLERK NICOLE BOLDEN

CITY OF BLOOMINGTON

401 N Morton St, Ste. 110
Bloomington, IN 47404

OFFICE OF THE CITY CLERK

812.349.3408
clerk@bloomington.in.gov

To: Members of the Common Council

From: Clerk Nicole Bolden

Date: 29 May 2025

Re: Interview Committee Recommendations for Board and Commissions

The Common Council interview committees have made recommendations for appointment to the following boards and commissions:

Interview Committee Team B Recommendations:

- For the Transportation Commission - to appoint Barbara McKinney to seat C-1, Stephen Volan to C-2, and Brian Drummy to C-3.

Contact

Clerk Nicole Bolden, 812-349-3408, clerk@bloomington.in.gov

Jennifer Crossley, Deputy Clerk of Communications and Outreach, 812-349-3403, jennifer.crossley@bloomington.in.gov



City of Bloomington Indiana

City Hall | 401 N. Morton St. | Post Office Box 100 | Bloomington, Indiana 47402

Office of the Common Council | (812) 349-3409 | Fax: (812) 349-3570 | email: council@bloomington.in.gov

MEMO FROM COUNCIL OFFICE:

To: Members of the Common Council

From: Lisa Lehner, Council Administrator / Attorney

Date: May 30, 2025

Re: Ordinance 2025-21 and Ordinance 2025-22

Summary

Ordinances 2025-21 and 2025-22 propose to authorize and approve payments in lieu of taxes (defined as “PILOTS” in the Indiana Code) under the terms of the proposed agreements (“PILOT Agreements”) between the City of Bloomington and, respectively, Cambridge Square of Bloomington, LP, and Henderson Court Housing, LP. Both ordinances are intended to facilitate the rehabilitation of and ensure the long-term affordability of their respective housing developments. Further background and detail are provided below.

Relevant Materials

- Ordinance 2025-21 - Authorizing Payment In Lieu of Taxes (PILOT) Agreement with Cambridge Square of Bloomington, LP
- Resolution 25-01 of the Economic Development Commission
- PILOT Agreement with Cambridge Square of Bloomington, LP
- Ordinance 2025-21 Impact Analysis
- Ordinance 2025-22 - Authorizing PILOT Agreement with Henderson Court Housing, LP
- Resolution 25-02 of the Economic Development Commission
- PILOT Agreement with Henderson Court Housing, LP
- Ordinance 2025-22 Impact Analysis
- Memorandum of Ordinance 25-21 and 25-22 from Jane Kupersmith, Director of Economic & Sustainable Development
- Economic Development Commission March 18, 2025, Meeting Agenda and Attachments

The Indiana Legislative Framework of PILOTS

Title 6, Title 36 and Title 5 together create a property tax exemption for property owners who pay PILOTS to the City in lieu of paying property taxes. [IC § 6-1.1-10-16.7](#) describes the criteria to be met to exempt real property from property taxes in exchange for PILOTS. [IC § 36-1-8-14.3](#) gives guidance regarding the PILOTS’ terms and calculations to be adopted by Council in an ordinance. [IC 5-20-5 et seq.](#) governs the deposits of the PILOTS in an Affordable Housing Fund. Council should create this Fund by resolution in the future.



Title 6: Property Tax Exemption

IC 6-1.1-10-16.7 that contemplates that, in exchange for the exemption from traditional property taxation, the property owner will agree to make structured, annual payments to the City. Three criteria must be met:

1. The improvements must be constructed, rehabilitated or acquired for the purpose of providing housing under the federal low-income housing tax credit program;
2. The real property must be subject to an extended use agreement as administered by the Indiana Housing and Commercial Development Authority; and
3. The property owner must enter into an agreement to make PILOTS in satisfaction of IC 36-1-8-14.3.

Title 36: PILOT Agreements pursuant to IC 36-1-8-14.3

To proceed with the property exemption in Title 6, Council must pass an ordinance describing the terms of the PILOTS. In this case, the terms are expressed in a separate agreement incorporated into Ordinance 2025-21 and Ordinance 2025-22. IC 36-1-8-14.3 requires that the PILOTS be in an amount that is:

1. Agreed upon by the property owner and Council;
2. A percentage of the property taxes that would have been levied if the property were not subject to an exemption from property taxation; and
3. Not more than the amount of property taxes that would have been levied if the property were not subject to an exemption from property taxation.

Ordinance 2025-21 and Ordinance 2025-22 and the attached agreements authorize the Mayor to execute the finalized agreement; confirm the property owner's consent; establish specific terms for the calculation of amounts and percentages of the payments; and state that the ordinances will remain in effect for 17 years, unless modified with owner approval.

Title 5: Affordable Housing Fund

State law provides that all PILOT revenues must be deposited into an Affordable Housing Fund, as established under [IC § 5-20-5-15.5](#), and must be used for eligible housing-related purposes. Under [IC § 5-20-5-15.5](#), the Council must adopt legislation to define the permitted uses of the Affordable Housing Fund. My review indicates that this legislation has not been adopted. The Controller has indicated that she will present legislation to Council for this purpose before payments under these proposed PILOTS begin. This should be done before payments are received by the City. Eligible uses of PILOTS under Title 5 are limited to:

- (1) Financial assistance for individuals and families earning $\leq 80\%$ of county median income to purchase or lease housing.
- (2) Administrative costs of managing the fund.
- (3) Grants, loans, or loan guarantees for developing or rehabilitating affordable housing for low-income households, including seniors, people with disabilities, and homeless individuals.
- (4) Technical assistance to nonprofit affordable housing developers.



City of Bloomington Indiana

City Hall | 401 N. Morton St. | Post Office Box 100 | Bloomington, Indiana 47402

Office of the Common Council | (812) 349-3409 | Fax: (812) 349-3570 | email: council@bloomington.in.gov

Under this statute, unused funds must be invested by the Controller in the same manner as other public funds. The governing body must also notify the state authority upon establishing the fund.

Key Terms of the Proposed PILOT Agreements

The Agreements address the requirements of the Indiana Code through statements and/or warranties such that:

1. the improvements will be rehabilitated utilizing the federal law income housing tax credit program required by IC 6-1.1-10-16.7(a)(1);
2. the property owner will enter into an extended use agreement per (a)(2) with the Indiana Housing and Community Development Authority for 30 years;
3. the housing units will be operated as an affordable housing project;
4. the property owner will pay the amounts and percentages on the terms stated in each agreement; and
5. each agreement shall be recorded in Monroe County to protect the City's rights which may be enforced legally.

Conclusion

In conclusion, the requirements of Title 6, Title 36 and Title 5 are intended to ensure that PILOT agreements are structured, transparent, and legally enforceable while preserving revenue contributions to the City's affordable housing and related public funds. Title 6 defines eligibility for tax exemptions and establishes the legal foundation for PILOT arrangements; Title 36 provides the procedural authority for local governments to implement these agreements; and Title 5 guarantees that PILOT revenues are directed into the Affordable Housing Fund, which Council must create by resolution. The Agreements incorporated into Ordinance 2025-21 and Ordinance 2025-22 include key terms required by the Indiana Code. A resolution creating an Affordable Housing Fund should be presented to Council in order to meet the requirements of Title 5.

Contact

Lisa Lehner, Council Administrator / Attorney,
lisa.lehner@bloomington.in.gov , (812)349-3562

To: Hopi Stosberg, President, and members of the Bloomington Common Council

Cc: Gretchen Knapp, Deputy Mayor; Lisa Lehner, Council Administrator / Attorney; Margie Rice, Corporation Counsel; Jessica McClellan, Controller; Anna Killion-Hanson, Director of Housing & Neighborhood Development; Kurt Zorn, President, Bloomington Economic Development Commission; Audrey Brittingham, City Attorney; Anna Holmes, Senior Assistant City Attorney

From: Jane Kupersmith, Director of Economic & Sustainable Development
jane.kupersmith@bloomington.in.gov, 812-349-3477

Date: May 2, 2025

Re: Ordinance 25-21 and 25-22

Executive Summary

The Gene B. Glick Company has approached the City of Bloomington with a request of two Payment In Lieu of Taxes (PILOT) agreements to support the renovation and long term affordability of two sites in Bloomington. The first site is Cambridge Square of Bloomington (307 N. Pete Ellis Drive) and the second is for Henderson Court Apartments (2475 S. Winslow Court). The Glick Company is based in Indiana and has been an owner operator of quality affordable housing for almost 80 years. The company currently has an active PILOT agreement on Countryview Apartments in Bloomington, which they rehabilitated in 2022. They are compliant with the terms of the existing PILOT.

The Bloomington Economic Development Commission recommends Common Council approval of the PILOTs via EDC Resolutions 25-01 and 25-02, which were approved on March 17, 2025.

Background

The Cambridge Square and Henderson Court PILOT agreements would fix the tax liability at a percentage of the baseline assessed value for 17 years, increase at 3% annually, and allow the developer to close their financing gap and ensure affordability of the property during the term of the agreement. The PILOTs would tie affordability of the units to the term of the PILOT agreement, however other incentives related to the renovation ensure longer term affordability for both locations, which is described in detail below. Both projects are rehabilitation projects for which the developer has been awarded Low Income Housing Tax Credit (LIHTC) funds.

Applicable state code is as follows:

IN Code § 6-1.1-10-16.7 (2024)

Sec. 16.7. (a) Except as otherwise provided in this section, for assessment dates after December 31, 2021, all or part of real property is exempt from property taxation if:

(1) the improvements on the real property were constructed, rehabilitated, or acquired for the purpose of providing housing to income eligible persons under the federal low income housing tax credit program under 26 U.S.C. 42;

(2) the real property is subject to an extended use agreement under 26 U.S.C. 42 as administered by the Indiana housing and community development authority; and

(3) the owner of the property has entered into an agreement to make payments in lieu of taxes under IC 36-1-8-14.2 (before its expiration), IC 36-2-6-22 (before its expiration), IC 36-3-2-11 (before its expiration), IC 36-1-8-14.3, IC 36-2-6-23, or IC 36-3-2-12.

Given that rent rates are a combination of a percentage of tenant income and what is allowable by Housing and Urban Development (HUD), the developer is unable to raise rents to fund the rehabilitation of units. The PILOTs ensure that the rehabilitations can be fully executed, *and* they contribute to the long term protection of these units as affordable in Bloomington core neighborhoods.

Property details

Cambridge Square of Bloomington:

307 N. Pete Ellis Drive

Built by Glick Company 45 years ago.

153 units; all 1-BR; serving residents 62+ or differently abled; 60% AMI

Requested payment: \$29,376 with 3% annual increase

Annual subsidy amount: \$35,841

Lifetime projected per unit subsidy: \$3,068

Developer contribution: \$4.8 million

Term of PILOT: 17 years

Term of affordability: 45 years based on additional IHCD agreements

Scope of project:

Use of funds: savings from the PILOT will increase the amount of work that is able to be executed on the project, including the following: New HVAC systems, meeting energy efficiency requirements, and replacement of electrical panels for some.

Henderson Court:

2475 South Winslow Court

Acquired by Glick in 2024.

150 units; 1-, 2-, and 3-bedrooms; HUD Section 8 HAP; 60% AMI. Last renovated in 2008.

Requested payment: \$80,400 with 3% annual increase

Annual base subsidy amount: \$98,206

Lifetime projected per unit subsidy: \$8,577

Developer contribution: \$6.7 million

Term of PILOT: 17 years

Term of affordability: 45 years based on additional IHCD and HUD requirements

Use of funds: Savings from the PILOT facilitates the hiring of an on-site service coordinator as well as increasing the amount of work that can be done on-site, including the addition of new energy efficient washer and dryers to be installed in town house units (\$150,000) as well as the replacement of all HVAC units (\$579,000).

Fiscal Impact Statement

Impact analysis was prepared by the Controller and shows scenarios with payments set at 45% of tax liability at 2023 pay 2024 and 2024 pay 2025 assessments. The proposed legislation and draft agreements use 2024 pay 2025 as the base amount. The projected lifetime reduction in revenue over the life of the Cambridge Square PILOT is \$469,421. For Henderson Court the projected reduction in revenue over the life of the PILOT is \$1,286,669.

Recommendation

Staff supports this request and proposes Ordinance 25-21 for the Cambridge Square PILOT agreement and Ordinance 25-22 for the Henderson Court PILOT agreement. Impact analysis, proposed legislation, and draft agreements follow.

ORDINANCE 2025-21

AUTHORIZING AND APPROVING A PAYMENT IN LIEU OF TAXES (“PILOT”) AGREEMENT WITH CAMBRIDGE SQUARE OF BLOOMINGTON, LP

WHEREAS, The City of Bloomington, Indiana (“City”) is a duly organized municipal corporation and political subdivision under the laws of the State of Indiana, governed by its duly elected Common Council (the “Council”); and

WHEREAS, CAMBRIDGE SQUARE OF BLOOMINGTON, LP, (“Owner”) owns certain real estate in Bloomington, Indiana, located at 307 North Pete Ellis Drive, Bloomington, Indiana, (the “Real Estate”), upon which Owner wishes to rehabilitate, renovate, and operate an affordable housing facility consisting of 153-unit community of flats for residents 62+ or differently abled (collectively with the Real Estate, the “Project”); and

WHEREAS, The Project will be improved, renovated, and operated for the purpose of providing housing to income eligible persons under the federal low income housing tax credit program in 26 U.S.C. 42 (“Low Income Housing Tax Credit Property”) and the applicable State of Indiana Qualified Allocation Plan; and

WHEREAS, the Project, as a Low Income Housing Tax Credit Property, will be subject to an extended use agreement under 26 U.S.C. 42 (“Extended Use Agreement”) as administered by the Indiana Housing and Community Development Authority (the “IHCD”) for a period of at least thirty (30) years; and

WHEREAS, pursuant to the Extended Use Agreement, the Project, as a Low Income Housing Tax Credit Property, will only be permitted to rent to residents whose incomes are 60% or less of the area median gross income (the “Restricted Residents”); and

WHEREAS, pursuant to the Extended Use Agreement, the Project, as Low Income Housing Tax Credit Property, will be limited to charging rents as determined in accordance with the Extended Use Agreement (the “Restricted Rents”); and

WHEREAS, the Developer will qualify as a “property owner” under Indiana Code §36-1-8-14.3(d) of real property; and

WHEREAS, pursuant to Indiana Code (“IC”) 6-1.1-10-16.7, Owner will be exempt from the requirement to pay property taxes on real property included in the Project if the following requirements are satisfied: (1) the improvements on the real property were constructed, rehabilitated, or acquired for the purpose of providing housing to income eligible persons under the federal low income housing tax credit program under 26 U.S.C. 42; (2) the real property is subject to an extended use agreement under 26 U.S.C. 42 as administered by the Indiana Housing and Community Development Authority; and (3) the owner of the property seeks to enter into an agreement to make payments in lieu of taxes under IC 36-1-8-14.3 and the City and the owner have documented that agreement in a written agreement (the “PILOT Agreement”); and

WHEREAS, the terms and conditions of the PILOT are contained in **Exhibit A** (“the PILOT Agreement”), which include without limitation an annual payment an amount equal to the “Base Amount” of TWENTY NINE THOUSAND THREE HUNDRED AND SEVENTY SIX AND 00/100 DOLLARS (\$29,376) (\$192 per unit or 45% of the prior tax amount) in two equal installments due and payable on or before May 10th and November 10th for each assessment year after the closing of the Project, in accordance with Section 1.4 of the Agreement. The Base Amount shall increase 3% annually for a term of 17 years; and

WHEREAS, any payments received under the PILOT Agreement shall be deposited in the City's affordable housing fund; and

WHEREAS, the PILOT Agreement is attached to this Ordinance as **Exhibit A**.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. The Common Council hereby authorizes and approves the PILOT Agreement and authorizes its execution by the Mayor on behalf of the City after it has been finalized by the City and Owner.

SECTION 2. In accordance with Indiana Code §36-1-8-14.3(e), the Owner has consented to this Ordinance and the PILOT Agreement, which shall be illustrated by the City and the Owner executing the PILOT Agreement in substantially the same form as the attached. The Ordinance shall remain in full force and effect until the end of the 17 year period outlined in the PILOT Agreement, unless repealed or modified by the governing body prior to the end of the PILOT Agreement, subject to the approval of the property owner.

SECTION 3. The City Clerk is hereby directed to record an executed copy of this Ordinance and a copy of the executed PILOT Agreement with the Monroe County Recorder's Office.

SECTION 4. By adopting this ordinance, authorizing the City and Mayor to finalize and execute the PILOT Agreement and authorizing the payments contemplated by the PILOT Agreement, the City has undertaken all required municipal action contained within Indiana Code §36-1-8-14.3.

SECTION 5. If any section, sentence or provision of this ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 6. This ordinance shall be in full force and effect from and after its passage by the Common Council of the City of Bloomington, approval of the Mayor and all other requirements of the Indiana Code.

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana upon this _____ day of _____, 2025.

Hopi Stosberg, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon This _____ day of _____, 2025.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2025.

KERRY THOMSON, Mayor
City of Bloomington

SYNOPSIS

The Indiana Code provides the opportunity for municipalities and owner/developers to partner in the development of affordable housing through a Payment in Lieu of Taxes (PILOT) agreement (IC 36-1-8-14.3). This agreement ensures that the city receives some taxes from the property owner on real property subject to a tax exemption under state law. The Indiana Code requires the developer to agree to the terms of the PILOT, including the amounts and timing of the payments to the city. The Common Council must approve the PILOT by passing an Ordinance.

If approved, the Cambridge Square PILOT will result in the rehabilitation of a 153-unit community of flats designed for residents 62 + or differently abled whose incomes are 60% or below the area median income.

EXHIBIT “A”

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this “PILOT Agreement”) is entered into as of this _____th day of _____, 2025 (the “Effective Date”), by and among the CITY OF BLOOMINGTON, INDIANA, (the “City”), and CAMBRIDGE SQUARE OF BLOOMINGTON, LP, and its permitted successors and assigns (“Owner”).

RECITALS

WHEREAS, Owner owns certain real estate in Bloomington, Indiana, located at 307 North Pete Ellis Drive, Bloomington, Indiana, and identified as Parcel Number 53-05-35-300-059.000-005 (the “Real Estate”), and upon which Owner desires to rehabilitate a 153-unit affordable apartment community (collectively with the Real Estate, the “Project”), which Owner has represented will be owned and operated as an affordable housing facility pursuant to the federal low income housing tax credit program under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”) and the applicable State of Indiana Qualified Allocation Plan; and

WHEREAS, pursuant to Indiana Code (“IC”) 6-1.1-10-16.7, Owner will be exempt from the requirement to pay property taxes on real property included in the Project if the following requirements are satisfied: (1) the improvements on the real property were constructed, rehabilitated, or acquired for the purpose of providing housing to income eligible persons under the federal low income housing tax credit program under 26 U.S.C. 42; (2) the real property is subject to an extended use agreement under 26 U.S.C. 42 as administered by the Indiana Housing and Community Development Authority; and (3) the owner of the property has entered into an agreement to make payments in lieu of taxes under IC 36-1-8-14.3;

WHEREAS, the Owner anticipates and has provided the City with documentation showing that the improvements on the Real Estate will be rehabilitated utilizing the federal low-income housing tax credit program under 26 U.S.C. 42 and furthermore that the Project will be subject to an extended use agreement under 26 U.S.C. 42 as administered by the Indiana Housing and Community Development Authority;

WHEREAS, Owner represents and warrants that an extended use agreement to provide affordable housing for a period of at least thirty (30) years will be entered into with Indiana Housing and Community Development Authority will be entered into and recorded;

WHEREAS, Owner further represents and warrants that the Owner’s General Partner is owned and controlled by Gene B. Glick Housing Foundation, Inc. (the “Housing Foundation”), and they will ensure the Project is operated as an affordable housing project as further detailed in Revenue Procedure 96-32 as published by the Internal Revenue Service for as long as the Housing Foundation owns and controls the Owner’s General Partner.

WHEREAS, this Agreement has been drafted to comply with the requirements under IC 36-1-8-14.3 (the “PILOT Statute”);

WHEREAS, the City represents that it has or will undertake all necessary and appropriate actions within its control contained within IC 36-1-8-14.3 to ensure this PILOT Agreement satisfies all necessary requirements of the PILOT Statute so as to permit the Owner to successfully obtain property tax exemption under IC 6-1.1-10-16.7;

WHEREAS, Owner represents that it has timely filed or will timely file its application (the “Property Tax Exemption Application”) with the Monroe County Assessor requesting an exemption, pursuant to IC 6-1.1-10-16.7,

from its obligation to pay real property taxes and that it will timely file any applications to renew any exemption if required by law to do so; and

WHEREAS, Owner has agreed (1) to make payments in lieu of taxes to the City; (2) and ensure the Project is properly maintained; and

WHEREAS, City and Owner have agreed that, if the real property contained on Real Estate becomes fully exempt from the payment of property taxes under IC 6-1.1-10-16.7, Owner will make payments to the City pursuant to the terms of this PILOT Agreement; and

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants and the sum of Twenty-Five and 00/100 Dollars (\$25.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

Section 1. Payments in Lieu of Taxes.

Section 1.1. (a) Owner represents and warrants that it has or will undertake all appropriate action for the real property of the Real Estate to be exempt under IC 6-1.1-10-16.7, and during the term of this Agreement, Owner covenants and agrees it shall at all times comply with the requirements of IC 6-1.1-10-16.7, as applicable to Owner and the Project.

(b) Owner agrees to maintain the Project as an affordable housing facility as described by Internal Revenue Service Revenue Procedure 96-32 consisting of a 153-unit apartment community for residents 62+ or differently abled

(c) Owner agrees to maintain a clean premises in accordance with applicable local, state, and federal codes, rules, and regulations at the Project.

(d) Owner acknowledges that this PILOT Agreement in and of itself does not confer any property tax exemption on the Project and that in order to obtain any such property tax exemption or partial exemption, Owner must timely file its Property Tax Exemption Application, including renewal applications, if any are required, with the Monroe County Assessor requesting an exemption pursuant to IC 6-1.1-10-16.7 from Owner's obligation to pay all or a portion of its property taxes on the Project. The City agrees to use best efforts to assist the Owner in ensuring the real property at the Project is fully exempt from property tax if the Owner has satisfied all requirements to obtain exemption under IC 6-1.1-10-16.7.

Section 1.2. Owner shall annually pay an amount equal to the "Base Amount" of \$29,376 (\$192 per unit or 45% of the prior tax amount) in accordance with Section 1.4 for each assessment year after the closing of the Project, which is anticipated to be in the fourth quarter of 2025. The Base Amount shall increase 3% annually for a term of 17 years as described in the following table. Notwithstanding the foregoing and pursuant to IC 36-1-8-14.3(f)(3), to the extent that the amount of real property taxes that would have been received by the City for the Project had the Project not been exempt from property tax pursuant to IC 6-1.1-10-16.7 is less than the Base Amount, then the Base Amount shall be reduced for the applicable assessment year to the amount that would have been received by the City had the Project not been exempt from real property tax.

Annual PILOT Calculation Table

Year	Amount	Year	Amount
1	\$29,376	10	\$38,329
2	\$30,257	11	\$39,479
3	\$31,165	12	\$40,633
4	\$32,100	13	\$41,883
5	\$33,063	14	\$43,140
6	\$34,055	15	\$44,434
7	\$35,076	16	\$45,767
8	\$36,129	17	\$47,140
9	\$37,213		

Section 1.3. The payments referenced under Section 1.2 shall each be referred to as a “PILOT Payment.” The PILOT Payment shall be paid in lieu of property taxes for the tax year in question that would have been payable by Owner if Owner was a non-exempt taxpayer.

Remedies for Owner’s failure to satisfy the requirements of Section 1.1 and/or Section 1.4 are outlined in Section 3 of this Agreement.

The PILOT Payment and any additional Supplemental Payment required by Section 3 of this Agreement shall only become due if all the real property at the Project has been exempt from property tax under IC 6-1.1-10-16.7. To the extent that the real property at the Project is not fully exempt in any year of the Payment Period, the Owner shall have no obligation to make the PILOT Payment or Supplemental Payment for such year, the parties will move through the cure period and termination outlined in Section 3 and Owner must pay the regular tax rate under applicable law.

Section 1.4. The annual PILOT Payment shall be payable in two equal installments due and payable on or before May 10th and November 10th of each successive calendar year following the applicable assessment date, commencing with the first semi-annual installment due and payable on or before the first May 10th after the requirements of Section 1.2 are satisfied (each an “In Lieu of Payment”) and continuing for seventeen (17) years thereafter (the “Payment Period”). For purposes of clarity and avoidance of doubt, the Project is anticipated to close in the third quarter of 2025, and therefore under such circumstances, the PILOT Payment would first be due for the January 1, 2026 Assessment Year and accordingly the first In Lieu of Payment would be due and payable on or before May 10, 2027.

Section 1.5. Owner hereby reserves the right to contest and to appeal the amount of any tax assessment of the Project. Any such challenge will not affect the timely payment of the annual In Lieu of Amount described in Section 1.2.

Section 1.6. Owner shall be liable for prompt payment of all In Lieu of Payments when due. Owner shall be liable for all penalties, costs and expenses imposed under IC 6-1.1-22-1 *et seq.* and IC 6-1.1-37-1 *et seq.* or any statute which amends or replaces them for delinquent In Lieu of Payments.

Section 2. Recording of PILOT.

Section 2.1. This PILOT Agreement may be recorded with the appropriate office in Monroe County, Indiana, to

preserve and protect fully the rights of the City with respect to the Owner's obligation to pay each In Lieu of Payment during the Payment Period and all subsequent penalties, interest and costs resulting from any delinquency related thereto.

Section 3. Failure to Perform; Cure Period; and Termination.

Section 3.1. Automatic Termination. This PILOT Agreement shall automatically terminate, by no action of the parties, and shall be of no force or effect between or among the parties upon the expiration of the Payment Period and the remittance of all In Lieu of Payments due and payable pursuant to Section 1 hereof. Notwithstanding the foregoing, the City and Owner may mutually agree to extend this PILOT Agreement in writing prior to the expiration of the Payment Period.

Section 3.2. Conveyance of Property. Upon conveyance of Owner's title to the Project to any party which meets the requirements of IC 6-1.1-10-16.7, the PILOT Agreement shall remain in full force and effect. The City acknowledges and agrees the Owner may assign this PILOT Agreement and the obligations thereunder as a part of the sale of the Project. The Owner's obligation to pay In Lieu of Payments and Supplemental Payments shall terminate upon Owner's conveyance of its title to the Project. Upon conveyance of fee title to the Project to any other entity that does not meet the requirements of IC 6-1.1-10-16.7, this PILOT Agreement shall become null and void and of no further force or effect; provided, however, Owner shall remain obligated for payment of the applicable pro rata amount of the In Lieu of Payments with respect to the Project up to the date when a purchaser either assumes the obligations hereunder or the real property is no longer exempt under IC 6-1.1-10-16.7. Notwithstanding anything herein to the contrary, City acknowledges that Owner may collaterally assign the PILOT Agreement to an Institutional Lender, and its successors and assigns, as security for one or more loan (each, a "Loan") encumbering the Project. City agrees that the tax exemption authorized by the PILOT Agreement shall not terminate due to a foreclosure or a deed in lieu of foreclosure of any mortgage or deed of trust in favor of Institutional Lender (a "Foreclosure Action"), provided that the transferee (i) is an Institutional Lender or controlled by an Institutional Lender or (ii) otherwise complies with the terms of this PILOT Agreement subsequent to the Foreclosure Action. As used herein, "Institutional Lender" means (i) Merchants Bank of Indiana, (ii) Merchants Capital Corp., (iii) Fannie Mae and (iv) any other entity that is a federal, state, or local housing finance agency, a state or local governmental entity, a bank (including savings and loan association or insured credit union), a mortgage company, an insurance company. Any entity not listed here is not considered an "Institutional Lender."

All foreclosure protections listed herein only apply to lenders who notify the City prior to any such assignment or transfer and who agree in writing to honor this PILOT Agreement's terms. However, Owner shall not be released from responsibilities listed in this PILOT Agreement until such time that a new Institutional Lender has issued a formal assumption of obligation. In the event any Institutional Lender refuses to assume the terms of this PILOT Agreement, the Owner remains responsible until the PILOT Agreement is terminated pursuant to section 3.4.

Section 3.3. Breach and Cure. In the event that Owner fails to make a timely payment pursuant to Section 1.4, Owner shall pay to the City an additional ten percent (10%) of the PILOT payment due and payable for the applicable year (the "Supplemental Payment") no later than December 31st in the calendar year in which late payment occurs. Owner shall have sixty days from when the original payment is due to make the PILOT payment outlined in Section 1.4, and sixty days to make the Supplemental Payment outlined in this Section 3.3. If Owner fails to make the required payment within sixty (60) days, the City may in its sole discretion elect to extend the repayment period in writing and/or terminate this PILOT Agreement.

In the event Owner fails to satisfy any other requirements listed in Section 1.1 and/or Section 1.4, the City shall notify Owner in writing of such default. Owner then shall have sixty (60) days from the effective date of the notice to cure the reason for default (the "Cure Period"). The City may in its sole discretion elect to extend the Cure Period

in writing. Following the Cure Period, this PILOT Agreement shall automatically terminate upon written notice from the City to the Owner that such default has not been cured within the Cure Period.

Upon an event of default, so long as Merchants Capital Corp., and/or Fannie Mae ("Fannie Mae Lender"), its successors, assigns, nominee and/or designee, holds a mortgage on the Project, the City agrees to deliver a copy the written notice set forth in this Section 3.3 above to Fannie Mae Lender and Fannie Mae Lender will have the right, but not the obligation, to cure such violation within thirty (30) days after the expiration of the cure period provided to Owner hereunder.

Section 3.4. Mutual Termination. The parties hereto may mutually agree to terminate this PILOT Agreement at any time. Such termination agreement shall be in writing and executed by all parties hereto. Upon mutual termination pursuant to this Section 3.4, this PILOT Agreement shall become null and void, and of no further force or effect between or among the parties; provided, however, Owner shall pay the applicable pro rata amount of In Lieu of Payments for the year in which such termination occurs to the extent that the real property remains fully exempt from property tax under IC 6-1.1-10-16.7.

Section 3.5. Pro Rata Payment Upon Termination. Upon termination of this PILOT Agreement for any reason, Owner shall pay the applicable pro rata amount of In Lieu of Payments for the year in which such termination occurs up to the date of termination to the extent that the real property remains fully exempt from property tax under IC 6-1.1-10-16.7 for such year, and receive a credit for all In Lieu of Payments already paid for such year. Upon termination of this PILOT Agreement, the parties hereto agree that that all other provisions of this PILOT Agreement, except for this Section 3.5, shall become null and void, and of no further force or effect between the parties.

Section 4. General Provisions.

Section 4.1. Captions; Incorporation and Exhibit. The captions and headings of various Articles, Sections and Exhibits referenced herein are for convenience only and are not to be considered as defining or limiting in any way, the scope or intent of the provisions hereof. Notwithstanding the foregoing, each of the Recitals referenced herein are incorporated and expressly made a part hereof.

Section 4.2. Entire PILOT Agreement. This PILOT Agreement constitutes the entire agreement of the parties, and all prior discussions, negotiations and document drafts are merged herein.

Section 4.3. Notices. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing, addressed as follows and shall be deemed to have been properly given if hand delivered (effective upon delivery), if sent by reputable overnight courier, charges prepaid (effective the business day following delivery to such courier) or if mailed by United States registered or certified mail, postage prepaid, return receipt requested (effective two business days after mailing):

If to Owner: Cambridge Square, LP
c/o Gene B. Glick Housing Foundation, Inc. 8801 River
Crossing Blvd #200
Indianapolis, IN 46240

If to City: City of Bloomington
c/o Director, Economic & Sustainable Development
Department
401 North Morton Street, Suite 150
Bloomington, Indiana 47404

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. Notices given in any other manner shall be deemed effective only upon receipt.

Section 4.4. Modification, Amendment or Waiver. No modification, waiver, amendment, discharge or change of this PILOT Agreement shall be valid unless the same is in writing and signed by all parties to this PILOT Agreement.

Section 4.5. Governing Law. This PILOT Agreement shall be governed by and construed under the laws of the State of Indiana, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this PILOT Agreement. Any action or proceeding arising out of this PILOT Agreement will be litigated in the courts located in Monroe County, Indiana. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Monroe County, Indiana.

Section 4.6. Time is of the Essence. Time is hereby declared to be of the essence of this PILOT Agreement and of every part hereof.

Section 4.7. Counterparts. This PILOT Agreement and any amendments hereof may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

Section 4.8. Severability. If any provision of this PILOT Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this PILOT Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable. Notwithstanding the foregoing, to the extent that the real property is not fully exempt from property tax, this Section 4.8 is null and void.

Section 4.9. No Joint Venture. Nothing contained in this PILOT Agreement will be construed to constitute any party as a joint venturer with the City or to constitute a partnership between any party and the City.

Section 4.10. Construction. The parties acknowledge that each party and each party's counsel have reviewed and revised this PILOT Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this PILOT Agreement or any amendments or exhibits hereto.

Section 4.11. Authorization. The persons executing and delivering this PILOT Agreement on behalf of the parties hereto represent and warrant to the other party that such person is duly authorized to act for and on behalf of said party, and execute and deliver this PILOT Agreement in such capacity as is indicated below.

Section 4.12. Assignment/Successor. This PILOT Agreement shall be binding upon City, and Owner, and all successor, grantees or assignees of Owner with respect to the Project (or any portion thereof) which would otherwise qualify for PILOT under applicable state law and be entitled to claim an exemption for real property taxes imposed on the Project. Any assignment or transfer of the PILOT Agreement as a security for one or more loans must be approved by the City in writing prior to the assignment or transfer, regardless of this Agreement's contemplation of such possible assignment or transfer.

Section 4.13. Recording. The Owner will cause, at Owner's expense, this PILOT Agreement and any other instruments of further assurance to be promptly recorded, filed and registered, and at all times to be recorded, filed and registered, in such manner and in such places as may be required by law to preserve and protect fully the rights

of the City hereunder as to all of the mortgaged property.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned parties have caused the execution of this PILOT Agreement by their duly authorized officers as of the Effective Date.

CITY OF BLOOMINGTON, INDIANA

By: _____
Kerry Thomson, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Kerry Thomson, City of Bloomington Mayor, , who executed the above and foregoing instrument as their voluntary act and deed for the purposes therein stated.

Witness my hand and notarial seal this _____ day of _____, 20____.

Notary Public

My commission expires: _____

Printed Name _____

Notary Number _____

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

This instrument prepared by: Audrey Brittingham, Attorney at Law, Bloomington, IN

CAMBRIDGE SQUARE

By: _____
David O Barrett, President and CEO
Gene B. Glick Housing LP

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, who executed the above and foregoing instrument as their voluntary act and deed for the purposes therein stated.

Witness my hand and notarial seal this _____ day of _____, 20____.

_____	My commission expires:
Notary Public	
_____	_____
Printed Name	

Notary Number	

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

This instrument prepared by: Audrey Brittingham, Attorney at Law, Bloomington, IN

Cambridge Square 2023 Pay 2024 Tax Liability

\$	43,605.00	PILOT Payment	\$	96,953.00	2023 Pay 2024 Tax Liability
\$	285.00	per unit		45%	
	153	units	\$	43,628.85	

Year	Full Taxes (No PILOT)	PILOT Payment	Annual Tax Savings	Cumulative Full Taxes	Cumulative PILOT	Cumulative Tax Savings
2027	96,953	43,605	53,348	96,953	43,605	53,348
2028	96,953	44,913	52,040	193,906	88,518	105,388
2029	96,953	46,261	50,692	290,859	134,779	156,080
2030	96,953	47,648	49,305	387,812	182,427	205,385
2031	96,953	49,078	47,875	484,765	231,505	253,260
2032	96,953	50,550	46,403	581,718	282,055	299,663
2033	96,953	52,067	44,886	678,671	334,122	344,549
2034	96,953	53,629	43,324	775,624	387,750	387,874
2035	96,953	55,238	41,715	872,577	442,988	429,589
2036	96,953	56,895	40,058	969,530	499,882	469,648
2037	96,953	58,601	38,352	1,066,483	558,484	507,999
2038	96,953	60,360	36,593	1,163,436	618,843	544,593
2039	96,953	62,170	34,783	1,260,389	681,014	579,375
2040	96,953	64,035	32,918	1,357,342	745,049	612,293
2041	96,953	65,956	30,997	1,454,295	811,006	643,289
2042	96,953	67,935	29,018	1,551,248	878,941	672,307
2043	96,953	69,973	26,980	1,648,201	948,914	699,287

Year	Cash Flow (No PILOT)	Cash Flow (With PILOT)	Annual Difference	Cumulative No PILOT	Cumulative With PILOT	Cumulative Difference
2027	327,435.00	283,131.00	(44,304.00)	327,435.00	283,131.00	(44,304.00)
2028	156,370.00	108,039.00	(48,331.00)	483,805.00	391,170.00	(92,635.00)
2029	163,768.00	115,436.00	(48,332.00)	647,573.00	506,606.00	(140,967.00)
2030	170,968.00	122,636.00	(48,332.00)	818,541.00	629,242.00	(189,299.00)
2031	177,956.00	129,624.00	(48,332.00)	996,497.00	758,866.00	(237,631.00)
2032	184,717.00	136,385.00	(48,332.00)	1,181,214.00	895,251.00	(285,963.00)
2033	191,236.00	142,904.00	(48,332.00)	1,372,450.00	1,038,155.00	(334,295.00)
2034	196,257.00	147,926.00	(48,331.00)	1,568,707.00	1,186,081.00	(382,626.00)
2035	202,218.00	153,886.00	(48,332.00)	1,770,925.00	1,339,967.00	(430,958.00)
2036	207,884.00	159,553.00	(48,331.00)	1,978,809.00	1,499,520.00	(479,289.00)
2037	213,239.00	164,908.00	(48,331.00)	2,192,048.00	1,664,428.00	(527,620.00)
2038	218,264.00	169,932.00	(48,332.00)	2,410,312.00	1,834,360.00	(575,952.00)
2039	222,938.00	174,607.00	(48,331.00)	2,633,250.00	2,008,967.00	(624,283.00)
2040	227,241.00	178,910.00	(48,331.00)	2,860,491.00	2,187,877.00	(672,614.00)
2041	231,152.00	182,821.00	(48,331.00)	3,091,643.00	2,370,698.00	(720,945.00)
2042	234,649.00	186,317.00	(48,332.00)	3,326,292.00	2,557,015.00	(769,277.00)
2043	237,708.00	189,376.00	(48,332.00)	3,564,000.00	2,746,391.00	(817,609.00)

2024 Pay 2025 Tax Liability

\$	29,376.00	PILOT Payment	\$	65,217.00	2024 Pay 2025 Tax Liability
\$	192.00	per unit		45%	
	153	units	\$	29,347.65	

Year	Full Taxes (No PILOT)	PILOT Payment	Annual Tax Savings	Cumulative Full Taxes	Cumulative PILOT	Cumulative Tax Savings
2027	65,217	29,376	35,841	65,217	29,376	35,841
2028	65,217	30,257	34,960	130,434	59,633	70,801
2029	65,217	31,165	34,052	195,651	90,798	104,853
2030	65,217	32,100	33,117	260,868	122,898	137,970
2031	65,217	33,063	32,154	326,085	155,961	170,124
2032	65,217	34,055	31,162	391,302	190,016	201,286
2033	65,217	35,076	30,141	456,519	225,092	231,427
2034	65,217	36,129	29,088	521,736	261,221	260,515
2035	65,217	37,213	28,004	586,953	298,434	288,519
2036	65,217	38,329	26,888	652,170	336,763	315,407
2037	65,217	39,479	25,738	717,387	376,242	341,145
2038	65,217	40,663	24,554	782,604	416,905	365,699
2039	65,217	41,883	23,334	847,821	458,788	389,033
2040	65,217	43,140	22,077	913,038	501,928	411,110
2041	65,217	44,434	20,783	978,255	546,362	431,893
2042	65,217	45,767	19,450	1,043,472	592,129	451,343
2043	65,217	47,140	18,077	1,108,689	639,268	469,421

2025 Property Tax Distribution

City	\$	27,422.65	42%
County	\$	9,739.54	15%
Library	\$	2,498.46	4%
School (MCCSC)	\$	23,182.26	36%
Solid Waste & Transit*	\$	1,687.89	3%
Township	\$	686.60	1%
	\$	65,217.40	

**This amount is a combined total on the tax bill. More research needed to separate these units' tax distribution.*

ORDINANCE 2025-22

AUTHORIZING AND APPROVING A PAYMENT IN LIEU OF TAXES (“PILOT”) AGREEMENT WITH HENDERSON COURT HOUSING, LP

WHEREAS, The City of Bloomington, Indiana (“City”) is a duly organized municipal corporation and political subdivision under the laws of the State of Indiana, governed by its duly elected Common Council (the “Council”); and

WHEREAS, HENDERSON COURT HOUSING, LP (“Owner”) owns certain real estate in Bloomington, Indiana, located at 2475 E Winslow Rd, Bloomington, Indiana, (the “Real Estate”), upon which Owner wishes to rehabilitate, renovate, and operate an affordable housing community consisting of 150 affordable apartments units for low income families receiving HUD Section 8 vouchers (collectively with the Real Estate, the “Project”); and

WHEREAS, The Project will be improved, renovated, and operated for the purpose of providing housing to income eligible persons under the federal low income housing tax credit program in 26 U.S.C. 42 (“Low Income Housing Tax Credit Property”) and the applicable State of Indiana Qualified Allocation Plan; and

WHEREAS, the Project, as a Low Income Housing Tax Credit Property, will be subject to an extended use agreement under 26 U.S.C. 42 (“Extended Use Agreement”) as administered by the Indiana Housing and Community Development Authority (the “IHCD”) for a period of at least thirty (30) years; and

WHEREAS, pursuant to the Extended Use Agreement, the Project, as a Low Income Housing Tax Credit Property, will only be permitted to rent to residents whose incomes are 60% or less of the area median gross income and considered low income by HUD (the “Restricted Residents”); and

WHEREAS, pursuant to the Extended Use Agreement, the Project, as Low Income Housing Tax Credit Property, will be limited to charging rents as determined in accordance with the Extended Use Agreement (the “Restricted Rents”); and

WHEREAS, the Developer will qualify as a “property owner” under Indiana Code §36-1-8-14.3(d) of real property; and

WHEREAS, pursuant to Indiana Code (“IC”) 6-1.1-10-16.7, Owner will be exempt from the requirement to pay property taxes on real property included in the Project if the following requirements are satisfied: (1) the improvements on the real property were constructed, rehabilitated, or acquired for the purpose of providing housing to income eligible persons under the federal low income housing tax credit program under 26 U.S.C. 42; (2) the real property is subject to an extended use agreement under 26 U.S.C. 42 as administered by the Indiana Housing and Community Development Authority; and (3) the owner of the property seeks to enter into an agreement to make payments in lieu of taxes under IC 36-1-8-14.3 and the City and the Owner have documented that agreement in a written agreement (the “PILOT Agreement”); and

WHEREAS, the terms and conditions of the PILOT are contained in **Exhibit A** (the “PILOT Agreement”) which include without limitation an annual payment by Owner in an amount equal to the “Base Amount” of EIGHTY THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$80,400) (\$536 per unit or 45% of the prior tax amount) in two equal installments due and payable on or before May 10th and November 10th for each assessment year after the closing of the Project, in accordance with Section 1.4 of the Agreement. The Base Amount shall increase 3% annually for a term of 17 years; and

WHEREAS, any payments received under the PILOT Agreement shall be deposited in the City’s affordable housing fund; and

WHEREAS, the PILOT Agreement is attached to this Ordinance as **Exhibit A**.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. The Common Council hereby authorizes and approves the PILOT Agreement and authorizes its execution by the Mayor on behalf of the City after it has been finalized by the City and Owner.

SECTION 2. In accordance with Indiana Code §36-1-8-14.3(e), the Owner has consented to this Ordinance and the PILOT Agreement, which shall be illustrated by the City and the Owner executing the PILOT Agreement in substantially the same form of the attached. The Ordinance shall remain in full force and effect until the end of the 17 year period outlined in the PILOT Agreement, unless repealed or modified by the governing body prior to the end of the PILOT Agreement, subject to approval of the Owner.

SECTION 3. The City Clerk is hereby directed to record an executed copy of this Ordinance and a copy of the executed PILOT Agreement with the Monroe County Recorder's Office.

SECTION 4. By adopting this ordinance, authorizing the City and Mayor to finalize and execute the PILOT Agreement and authorizing the payments contemplated by the PILOT Agreement, the City has undertaken all required municipal action contained within Indiana Code §36-1-8-14.3.

SECTION 5. If any section, sentence or provision of this ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 6. This Ordinance shall be in full force and effect from and after its passage by the Common Council of the City of Bloomington and approval of the Mayor and all other requirements of the Indiana Code.

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana upon this _____ day of _____, 2025.

Hopi Stosberg, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon This _____ day of _____, 2025.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2025.

KERRY THOMSON, Mayor
City of Bloomington

SYNOPSIS

The Indiana Code provides the opportunity for municipalities and owner/developers to partner in the development of affordable housing through a Payment in Lieu of Taxes (PILOT) agreement (IC 36-1-8-14.3). This agreement ensures that the city receives some taxes from the property owner on real property subject to a tax exemption under state law. The Indiana Code requires the developer to agree to the terms of the PILOT, including the amounts and timing of the payments to the city. The Common Council must approve the PILOT by passing an Ordinance.

If approved, the Henderson Court PILOT will result in the rehabilitation of 150 affordable apartment units in an affordable housing community. The PILOT will serve families whose household income is 60% or below the area median income.

EXHIBIT “A”

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this “PILOT Agreement”) is entered into as of this _____ day of _____, 2025 (the “Effective Date”), by and among the CITY OF BLOOMINGTON, INDIANA, (the “City”), and HENDERSON COURT HOUSING, LP, and its permitted successors and assigns (“Owner”).

RECITALS

WHEREAS, Owner owns certain real estate in Bloomington, Indiana, located at 2475 South Winslow Court, Bloomington, Indiana, and identified as Parcel Number 53-08-09-405-046.000-009 (the “Real Estate”), and upon which Owner desires to rehabilitate a 150-unit affordable apartment community (collectively with the Real Estate, the “Project”), which Owner has represented will be owned and operated as an affordable housing facility pursuant to the federal low income housing tax credit program under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”) and the applicable State of Indiana Qualified Allocation Plan; and

WHEREAS, pursuant to Indiana Code (“IC”) 6-1.1-10-16.7, Owner will be exempt from the requirement to pay property taxes on real property included in the Project if the following requirements are satisfied: (1) the improvements on the real property were constructed, rehabilitated, or acquired for the purpose of providing housing to income eligible persons under the federal low income housing tax credit program under 26 U.S.C. 42; (2) the real property is subject to an extended use agreement under 26 U.S.C. 42 as administered by the Indiana Housing and Community Development Authority; and (3) the owner of the property has entered into an agreement to make payments in lieu of taxes under IC 36-1-8-14.3;

WHEREAS, the Owner anticipates and has provided the City with documentation showing that the improvements on the Real Estate will be rehabilitated utilizing the federal low-income housing tax credit program under 26 U.S.C. 42 and furthermore that the Project will be subject to an extended use agreement under 26 U.S.C. 42 as administered by the Indiana Housing and Community Development Authority;

WHEREAS, Owner represents and warrants that an extended use agreement to provide affordable housing for a period of at least thirty (30) years will be entered into with Indiana Housing and Community Development Authority will be entered into and recorded;

WHEREAS, Owner further represents and warrants that the Owner’s General Partner is owned and controlled by Gene B. Glick Housing Foundation, Inc. (the “Housing Foundation”), and they will ensure the Project is operated as an affordable housing project as further detailed in Revenue Procedure 96-32 as published by the Internal Revenue Service for as long as the Housing Foundation owns and controls the Owner’s General Partner.

WHEREAS, this Agreement has been drafted to comply with the requirements under IC 36-1-8-14.3 (the “PILOT Statute”);

WHEREAS, the City represents that it has or will undertake all necessary and appropriate actions within its control contained within IC 36-1-8-14.3 to ensure this PILOT Agreement satisfies all necessary requirements of the PILOT Statute so as to permit the Owner to successfully obtain property tax exemption under IC 6-1.1-10-16.7;

WHEREAS, Owner represents that it has timely filed or will timely file its application (the “Property Tax Exemption Application”) with the Monroe County Assessor requesting an exemption, pursuant to IC 6-1.1-10-16.7,

from its obligation to pay real property taxes and that it will timely file any applications to renew any exemption if required by law to do so; and

WHEREAS, Owner has agreed (1) to make payments in lieu of taxes to the City; (2) and ensure the Project is properly maintained; and

WHEREAS, City and Owner have agreed that, if the real property contained on Real Estate becomes fully exempt from the payment of property taxes under IC 6-1.1-10-16.7, Owner will make payments to the City pursuant to the terms of this PILOT Agreement; and

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants and the sum of Twenty-Five and 00/100 Dollars (\$25.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

Section 1. Payments in Lieu of Taxes.

Section 1.1. (a) Owner represents and warrants that it has or will undertake all appropriate action for the real property of the Real Estate to be exempt under IC 6-1.1-10-16.7, and during the term of this Agreement, Owner covenants and agrees it shall at all times comply with the requirements of IC 6-1.1-10-16.7, as applicable to Owner and the Project.

(b) Owner agrees to maintain the Project as an affordable housing facility consisting of a 150-unit affordable apartment community.

(c) Owner agrees to maintain a clean premises in accordance with applicable local, state, and federal codes, rules, and regulations at the Project.

(d) Owner acknowledges that this PILOT Agreement in and of itself does not confer any property tax exemption on the Project and that in order to obtain any such property tax exemption or partial exemption, Owner must timely file its Property Tax Exemption Application, including renewal applications, if any are required, with the Monroe County Assessor requesting an exemption pursuant to IC 6-1.1-10-16.7 from Owner's obligation to pay all or a portion of its property taxes on the Project. The City agrees to use best efforts to assist the Owner in ensuring the real property at the Project is fully exempt from property tax if the Owner has satisfied all requirements to obtain exemption under IC 6-1.1-10-16.7.

Section 1.2. Owner shall annually pay an amount equal to the "Base Amount" \$80,400 (\$536 per unit or 45% of the prior tax amount) in accordance with Section 1.4 for each assessment year after the closing of the Project, which is anticipated to be in the fourth quarter of 2025. The Base Amount shall increase 3% annually for a term of 17 years, as described in the following table. Notwithstanding the foregoing and pursuant to IC 36-1-8-14.3(f)(3), to the extent that the amount of real property taxes that would have been received by the City for the Project had the Project not been exempt from property tax pursuant to IC 6-1.1-10-16.7 is less than the Base Amount, then the Base Amount shall be reduced for the applicable assessment year to the amount that would have been received by the City had the Project not been exempt from real property tax.

Annual PILOT Calculation Table

Year	Amount	Year	Amount
1	\$80,400	10	\$104,904
2	\$82,812	11	\$108,051
3	\$85,296	12	\$111,292
4	\$87,855	13	\$114,631
5	\$90,491	14	\$118,070
6	\$93,206	15	\$121,612
7	\$96,002	16	\$125,261
8	\$98,882	17	\$129,018
9	\$101,848		

Section 1.3. The payments referenced under Section 1.2 shall each be referred to as a “PILOT Payment.” The PILOT Payment shall be paid in lieu of property taxes for the tax year in question that would have been payable by Owner if Owner was a non-exempt taxpayer.

Remedies for Owner’s failure to satisfy the requirements of Section 1.1 and/or Section 1.4 are outlined in Section 3 of this Agreement.

The PILOT Payment and any additional Supplemental Payment required by Section 3 of this Agreement shall only become due if all the real property at the Project has been exempt from property tax under IC 6-1.1-10-16.7. To the extent that the real property at the Project is not fully exempt in any year of the Payment Period, the Owner shall have no obligation to make the PILOT Payment or Supplemental Payment for such year, the parties will move through the cure period and termination outlined in Section 3 and Owner must pay the regular tax rate under applicable law.

Section 1.4. The annual PILOT Payment shall be payable in two equal installments due and payable on or before May 10th and November 10th of each successive calendar year following the applicable assessment date, commencing with the first semi-annual installment due and payable on or before the first May 10th after the requirements of Section 1.2 are satisfied (each an “In Lieu of Payment”) and continuing for seventeen (17) years thereafter (the “Payment Period”). For purposes of clarity and avoidance of doubt, the Project is anticipated to close in the third quarter of 2025, and therefore under such circumstances, the PILOT Payment would first be due for the January 1, 2026 Assessment Year and accordingly the first In Lieu of Payment would be due and payable on or before May 10, 2027.

Section 1.5. Owner hereby reserves the right to contest and to appeal the amount of any tax assessment of the Project. Any such challenge will not affect the timely payment of the annual In Lieu of Amount described in Section 1.2.

Section 1.6. Owner shall be liable for prompt payment of all In Lieu of Payments when due. Owner shall be liable for all penalties, costs and expenses imposed under IC 6-1.1-22-1 *et seq.* and IC 6-1.1-37-1 *et seq.* or any statute which amends or replaces them for delinquent In Lieu of Payments.

Section 2. Recording of PILOT.

Section 2.1. This PILOT Agreement may be recorded with the appropriate office in Monroe County, Indiana, to preserve and protect fully the rights of the City with respect to the Owner's obligation to pay each In Lieu of Payment during the Payment Period and all subsequent penalties, interest and costs resulting from any delinquency related thereto.

Section 3. Failure to Perform; Cure Period; and Termination.

Section 3.1. Automatic Termination. This PILOT Agreement shall automatically terminate, by no action of the parties, and shall be of no force or effect between or among the parties upon the expiration of the Payment Period and the remittance of all In Lieu of Payments due and payable pursuant to Section 1 hereof. Notwithstanding the foregoing, the City and Owner may mutually agree to extend this PILOT Agreement in writing prior to the expiration of the Payment Period.

Section 3.2. Conveyance of Property. Upon conveyance of Owner's title to the Project to any party which meets the requirements of IC 6-1.1-10-16.7, the PILOT Agreement shall remain in full force and effect. The City acknowledges and agrees the Owner may assign this PILOT Agreement and the obligations thereunder as a part of the sale of the Project. The Owner's obligation to pay In Lieu of Payments and Supplemental Payments shall terminate upon Owner's conveyance of its title to the Project. Upon conveyance of fee title to the Project to any other entity that does not meet the requirements of IC 6-1.1-10-16.7, this PILOT Agreement shall become null and void and of no further force or effect; provided, however, Owner shall remain obligated for payment of the applicable pro rata amount of the In Lieu of Payments with respect to the Project up to the date when a purchaser either assumes the obligations hereunder or the real property is no longer exempt under IC 6-1.1-10-16.7. Notwithstanding anything herein to the contrary, City acknowledges that Owner may collaterally assign the PILOT Agreement to an Institutional Lender, and its successors and assigns, as security for one or more loan (each, a "Loan") encumbering the Project. City agrees that the tax exemption authorized by the PILOT Agreement shall not terminate due to a foreclosure or a deed in lieu of foreclosure of any mortgage or deed of trust in favor of Institutional Lender (a "Foreclosure Action"), provided that the transferee (i) is an Institutional Lender or controlled by an Institutional Lender or (ii) otherwise complies with the terms of this PILOT Agreement subsequent to the Foreclosure Action. As used herein, "Institutional Lender" means (i) Merchants Bank of Indiana, (ii) Merchants Capital Corp., (iii) Fannie Mae and (iv) any other entity that is a federal, state, or local housing finance agency, a state or local governmental entity, a bank (including savings and loan association or insured credit union), a mortgage company, an insurance company. Any entity not listed here is not considered an "Institutional Lender."

All foreclosure protections listed herein only apply to lenders who notify the City prior to any such assignment or transfer and who agree in writing to honor this PILOT Agreement's terms. However, Owner shall not be released from responsibilities listed in this PILOT Agreement until such time that a new Institutional Lender has issued a formal assumption of obligation. In the event any Institutional Lender refuses to assume the terms of this PILOT Agreement, the Owner remains responsible until the PILOT Agreement is terminated pursuant to section 3.4.

Section 3.3. Breach and Cure. In the event that Owner fails to make a timely payment pursuant to Section 1.4, Owner shall pay to the City an additional ten percent (10%) of the PILOT payment due and payable for the applicable year (the "Supplemental Payment") no later than December 31st in the calendar year in which late payment occurs. Owner shall have sixty days from when the original payment is due to make the PILOT payment outlined in Section 1.4, and sixty days to make the Supplemental Payment outlined in this Section 3.3. If Owner fails to make the required payment within sixty (60) days, the City may in its sole discretion elect to extend the repayment period in writing and/or terminate this PILOT Agreement.

If to City: City of Bloomington
c/o Director, Economic & Sustainable Development

Department
401 North Morton Street, Suite 150
Bloomington, Indiana 47404

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. Notices given in any other manner shall be deemed effective only upon receipt.

Section 4.4. Modification, Amendment or Waiver. No modification, waiver, amendment, discharge or change of this PILOT Agreement shall be valid unless the same is in writing and signed by all parties to this PILOT Agreement.

Section 4.5. Governing Law. This PILOT Agreement shall be governed by and construed under the laws of the State of Indiana, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this PILOT Agreement. Any action or proceeding arising out of this PILOT Agreement will be litigated in the courts located in Monroe County, Indiana. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Monroe County, Indiana.

Section 4.6. Time is of the Essence. Time is hereby declared to be of the essence of this PILOT Agreement and of every part hereof.

Section 4.7. Counterparts. This PILOT Agreement and any amendments hereof may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

Section 4.8. Severability. If any provision of this PILOT Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this PILOT Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable. Notwithstanding the foregoing, to the extent that the real property is not fully exempt from property tax, this Section 4.8 is null and void.

Section 4.9. No Joint Venture. Nothing contained in this PILOT Agreement will be construed to constitute any party as a joint venturer with the City or to constitute a partnership between any party and the City.

Section 4.10. Construction. The parties acknowledge that each party and each party's counsel have reviewed and revised this PILOT Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this PILOT Agreement or any amendments or exhibits hereto.

Section 4.11. Authorization. The persons executing and delivering this PILOT Agreement on behalf of the parties hereto represent and warrant to the other party that such person is duly authorized to act for and on behalf of said party, and execute and deliver this PILOT Agreement in such capacity as is indicated below.

Section 4.12. Assignment/Successor. This PILOT Agreement shall be binding upon City, and Owner, and all successor, grantees or assignees of Owner with respect to the Project (or any portion thereof) which would otherwise qualify for PILOT under applicable state law and be entitled to claim an exemption for real property taxes imposed on the Project. Any assignment or transfer of the PILOT Agreement as a security for one or more loans must be approved by the City in writing prior to the assignment or transfer, regardless of this Agreement's contemplation of such possible assignment or transfer.

Section 4.13. Recording. The Owner will cause, at Owner's expense, this PILOT Agreement and any other instruments of further assurance to be promptly recorded, filed and registered, and at all times to be recorded, filed and registered, in such manner and in such places as may be required by law to preserve and protect fully the rights of the City hereunder as to all of the mortgaged property.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned parties have caused the execution of this PILOT Agreement by their duly authorized officers as of the Effective Date.

CITY OF BLOOMINGTON, INDIANA

By: _____
Kerry Thomson, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Kerry Thomson, City of Bloomington Mayor, , who executed the above and foregoing instrument as their voluntary act and deed for the purposes therein stated.

Witness my hand and notarial seal this _____ day of _____, 20____.

Notary Public

My commission expires: _____

Printed Name _____

Notary Number _____

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

This instrument prepared by: Audrey Brittingham, Attorney at Law, Bloomington, IN

HENDERSON COURT OF BLOOMINGTON

By: _____

David O Barrett, President and CEO

Gene B. Glick Housing LP

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, who executed the above and foregoing instrument as their voluntary act and deed for the purposes therein stated.

Witness my hand and notarial seal this _____ day of _____, 20____.

Notary Public

My commission expires:

Printed Name

Notary Number

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

This instrument prepared by: Audrey Brittingham, Attorney at Law, Bloomington, IN

Henderson Court 2023 Pay 2024 Tax Liability

\$	54,740.00	PILOT Payment	\$	121,581.00	2023 Pay 2024 Tax Liability
\$	365	per unit		45%	
\$	150	units	\$	54,711.45	

Year	Full Taxes (No PILOT)	PILOT Payment	Annual Tax Savings	Cumulative Full Taxes	Cumulative PILOT	Cumulative Tax Savings
2027	121,581	54,750	66,831	121,581	54,750	66,831
2028	121,581	56,393	65,189	243,162	111,143	132,020
2029	121,581	58,084	63,497	364,743	169,227	195,516
2030	121,581	59,827	61,754	486,324	229,054	257,270
2031	121,581	61,622	59,959	607,905	290,675	317,230
2032	121,581	63,470	58,111	729,486	354,145	375,341
2033	121,581	65,374	56,207	851,067	419,520	431,547
2034	121,581	67,336	54,245	972,648	486,855	485,793
2035	121,581	69,356	52,225	1,094,229	556,211	538,018
2036	121,581	71,436	50,145	1,215,810	627,647	588,163
2037	121,581	73,579	48,002	1,337,391	701,227	636,164
2038	121,581	75,787	45,794	1,458,972	777,014	681,958
2039	121,581	78,060	43,521	1,580,553	855,074	725,479
2040	121,581	80,402	41,179	1,702,134	935,476	766,658
2041	121,581	82,814	38,767	1,823,715	1,018,291	805,424
2042	121,581	85,299	36,282	1,945,296	1,103,589	841,707
2043	121,581	87,858	33,723	2,066,877	1,191,447	875,430

Year	Cash Flow (No PILOT)	Cash Flow (With PILOT)	Annual Difference	Cumulative No PILOT	Cumulative With PILOT	Cumulative Difference
2027	362,733	349,058	(13,675)	362,733	349,058	(13,675)
2028	187,175	166,793	(20,382)	549,908	515,851	(34,057)
2029	199,048	181,438	(17,610)	748,956	697,289	(51,667)
2030	210,775	196,019	(14,756)	959,731	893,308	(66,423)
2031	222,339	210,524	(11,815)	1,182,070	1,103,832	(78,238)
2032	233,728	224,941	(8,787)	1,415,798	1,328,773	(87,025)
2033	244,924	239,257	(5,667)	1,660,722	1,568,030	(92,692)
2034	254,672	252,219	(2,453)	1,915,394	1,820,249	(95,145)
2035	265,409	266,265	856	2,180,803	2,086,514	(94,289)
2036	275,901	280,166	4,265	2,456,704	2,366,680	(90,024)
2037	286,131	293,906	7,775	2,742,835	2,660,586	(82,249)
2038	296,077	307,470	11,393	3,038,912	2,968,056	(70,856)
2039	305,722	320,839	15,117	3,344,634	3,288,895	(55,739)
2040	315,042	333,997	18,955	3,659,676	3,622,892	(36,784)
2041	324,017	346,923	22,906	3,983,693	3,969,815	(13,878)
2042	332,624	359,600	26,976	4,316,317	4,329,415	13,098
2043	340,837	372,006	31,169	4,657,154	4,701,421	44,267

2024 Pay 2025 Tax Liability

\$	80,400.00	PILOT Payment	\$	178,606.00	2024 Pay 2025 Tax Li
\$	536	per unit		45%	
\$	150	units	\$	80,372.70	

Year	Full Taxes (No PILOT)	PILOT Payment	Annual Tax Savings	Cumulative Full Taxes	Cumulative PILOT	Cumulative Tax Savings
2027	178,606	80,400	98,206	178,606	80,400	98,206
2028	178,606	82,812	95,794	357,212	163,212	194,000
2029	178,606	85,296	93,310	535,818	248,508	287,309
2030	178,606	87,855	90,751	714,424	336,364	378,060
2031	178,606	90,491	88,115	893,030	426,855	466,175
2032	178,606	93,206	85,400	1,071,636	520,060	551,575
2033	178,606	96,002	82,604	1,250,241	616,062	634,179
2034	178,606	98,882	79,724	1,428,847	714,944	713,904
2035	178,606	101,848	76,758	1,607,453	816,792	790,661
2036	178,606	104,904	73,702	1,786,059	921,696	864,363
2037	178,606	108,051	70,555	1,964,665	1,029,747	934,918
2038	178,606	111,292	67,314	2,143,271	1,141,039	1,002,232
2039	178,606	114,631	63,975	2,321,877	1,255,670	1,066,207
2040	178,606	118,070	60,536	2,500,483	1,373,740	1,126,742
2041	178,606	121,612	56,994	2,679,089	1,495,353	1,183,736
2042	178,606	125,261	53,345	2,857,695	1,620,613	1,237,081
2043	178,606	129,018	49,588	3,036,301	1,749,632	1,286,669

2025 Property Tax Distribution		
City	\$ 75,265.40	42%
County	\$ 26,731.56	15%
Library	\$ 6,857.38	4%
School (MCCSC)	\$ 63,627.05	36%
Solid Waste & Transit*	\$ 4,632.66	3%
Township	\$ 1,491.87	1%
	\$ 178,605.92	

*This amount is a combined total on the tax bill. More research needed to separate these units' tax distribution.



MEMO FROM COUNCIL OFFICE:

To: Members of the Common Council

From: Lisa Lehner, Administrator/Attorney for Common Council

Date: May 21, 2025

Re: Resolution 2025-09 – Authorizing the Allocation of the Jack Hopkins Social Services Program Funds for the Year 2025 and Related Matters

Synopsis

This resolution brings forward the recommendations of the 2025 Jack Hopkins Social Services Committee. The principal task of the Committee is to recommend funding for local social services agency proposals that best meet Program criteria and best meet the needs of the community. This resolution allocates a total of \$510,377.27 to 35 different agency programs. The resolution also: approves the funding agreements with these agencies; accepts the Report of the Committee; and authorizes the Chair of the Committee to resolve any questions regarding the interpretation of the agreements.

Relevant Materials

- Resolution 2025-09
- 2025 Report from the Jack Hopkins Social Services Funding Committee
 - 2025 Solicitation Letter, Application, and Funding Agreement Template
 - Elaboration of Criteria
 - Recommended Allocations Spreadsheet

Summary

This is the 33rd year of the Jack Hopkins Social Services Funding Program, named after former Councilmember, Jack Hopkins. The Jack Hopkins Social Services Funding Program Committee is a standing committee of the Common Council pursuant to Bloomington Municipal Code [2.04.210](#) with the principal task of making funding recommendations to the Common Council regarding the use of discretionary grant funding for social service agencies.

Each year, the demand for funds exceeds supply, and each year, the Committee works hard to develop a fair and responsive process, one sensitive to local need, and one intended to foster responsible fiscal stewardship. This year, the Committee had \$500,000 in budgeted funds to distribute. An additional \$10,377.27 is available through past unused program funds. The administration has indicated it is willing to propose an additional appropriation ordinance later this year to make use of these funds.



City of Bloomington Indiana

City Hall | 401 N. Morton St. | Post Office Box 100 | Bloomington, Indiana 47402

Office of the Common Council | (812) 349-3409 | Fax: (812) 349-3570 | email: council@bloomington.in.gov

Resolution 2025-09 implements the recommendations of the 2025 Jack Hopkins Social Services Committee. Specifically, the legislation:

- Allocates \$510,377.27 in grant funds to 35 agency programs;
- Approves the template of the Funding Agreements with these agencies and delegates to the Committee Chair the task of resolving any questions regarding their implementation; and
- Approves the Report of the Jack Hopkins Social Services Committee.

Contact

Isak Nti Asare, isak.asare@bloomington.in.gov, (812) 349-3409

Lisa Lehner, lisa.lehner@bloomington.in.gov, (812) 349-3409

RESOLUTION 2025-09

AUTHORIZING THE ALLOCATION OF THE JACK HOPKINS SOCIAL SERVICES PROGRAM FUNDS FOR THE YEAR 2025 AND RELATED MATTERS

- WHEREAS, the Common Council established the Social Services Funding Committee (Committee) in 1993 to make recommendations to the entire Common Council and Mayor regarding the allocation of discretionary social services funds and, in 2002, named the program in the honor of Jack Hopkins, who was instrumental as a Council member in the establishment of this funding program; and
- WHEREAS, pursuant to Resolution 02-16, as amended by Resolution 13-07, Resolution 16-06, Resolution 20-09, and Resolution 21-01, the Committee serves as a standing committee of the Council with four members from the Council assigned by the President of the Council and with three City residents (appointed by the Committee Chair) with experience in social services; and
- WHEREAS, this year the Committee includes Council members Isak Nti Asare (Chair), Courtney Daily, Dave Rollo, and Andy Ruff, along with City residents Nordia McNish, Camryn Greer, and Eddy Riou; and
- WHEREAS, this year, the Committee had \$500,000.00 in budgeted funds to distribute; and
- WHEREAS, an additional \$10,377.27 is available through past unused monies in the Jack Hopkins non-reverting fund and the Administration has indicated that it will propose an appropriation ordinance for the same, if necessary; and
- WHEREAS, the Committee held an Organizational Meeting on February 21, 2025 to establish the program procedures for the year; and
- WHEREAS, at that time, the Committee affirmed its policies that set forth and elaborated upon the following criteria for making recommendations:
1. The program should address an identified priority for social services funds (as indicated in the *Service Community Assessment of Needs* (SCAN), the City of Bloomington Housing and Neighborhood Development Department's *Consolidated Plan*, or any other community-wide survey of social service needs); and
 2. The funds should provide an investment that, through matching funds or other fiscal leveraging, makes a significant contribution to the program; and
 3. This investment in the program should lead to broad and long lasting benefits to the community; and
- WHEREAS, this affirmation included a 2012 change that allowed agencies to submit a second application as part of a collaborative project with one or more other agencies and also included an opportunity made available since 2016 for agencies to submit requests for operational funding; and
- WHEREAS, by the application deadline at 4:00 p.m. on March 21, 2025, the Committee received 38 applications seeking approximately \$965,372.77 in funding; and
- WHEREAS, on April 15, 2025 the Committee met to discuss the applications, requested additional information from certain applicants and raised questions to be addressed by 20 applicants at the presentation hearing, which was held on April 22, 2025; and
- WHEREAS, after receiving agency responses to the Committee's questions and hearing the presentations, the members of the Committee evaluated proposals and assigned each proposal a recommended allocation; and
- WHEREAS, on May 06, 2025 the Committee met for a Pre-Allocation Meeting and deliberated funding recommendations, and those deliberations were continued and concluded by the Committee at its Allocation Meeting on May 16, 2025, at which meeting the Committee adopted recommendations to fund 35 applications; and
- WHEREAS, all the foregoing meetings were open to the public to attend, observe and record what transpired; and
- WHEREAS, funding agreements will be executed by the agencies recommended to receive funds, and those agencies understand and agree to abide by the terms of those agreements; and

WHEREAS, the staff of the HAND department will arrange for the disbursement of the grant funds pursuant to the funding agreements, which will be interpreted by the Chair of the Committee.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. The Common Council now allocates Five Hundred Ten Thousand Three Hundred and Seventy-Seven Dollars and Twenty-Seven Cents (\$510,377.27) set aside for the Jack Hopkins Social Services Funding program to the following agencies for the following amounts and in accordance with the funding agreements approved in Section 2.

SECTION 2. The Common Council approves the funding agreement template, a copy of which is attached hereto as “Attachment A”, authorizes Council staff to prepare such Agreements; and authorizes the Council President to execute each Agreement on behalf of the Council. Copies of the executed Agreements shall be kept in the Council Office and HAND department files. Council requests that the Office of the Controller initiate an additional appropriation in the amount of \$10,337.27 in order to fully fund the grant awards in this Section 2. Council directs the Office of the Controller to issue checks in the ordinary course of business to the agency once the staff of the Housing and Neighborhood Development Department submit a copy of the signed agreement and the appropriate purchase orders.

	<u>Agency</u>	<u>Grant</u>	<u>Purpose</u>
1.	Amethyst House	\$17,050.00	Restoration and maintenance at men's and women's residential recovery homes, including siding, painting, and tree removal to ensure safety and quality housing for individuals recovering from substance-use disorders.
2.	Avalon Community Land Trust with Unitarian Universalist Church of Bloomington	\$14,075.00	Funding to support the creation of a community land trust demonstration project in partnership with the church to provide permanently affordable housing solutions.
3.	Beacon	\$29,351.88	Operational support and purchase of storage equipment for Friend’s Place, the region’s largest emergency shelter for women, addressing critical needs of homelessness.
4.	Beacon / Health Net	\$26,251.00	Funding to provide onsite medical services at Beacon’s Shalom Center in collaboration with HealthNet, supporting low-income and homeless individuals with healthcare access.
5.	Big Brothers Big Sisters of South Central Indiana	\$17,000.00	Hiring a part-time Community Relationship Specialist to enhance volunteer recruitment and matching, reducing wait times and expanding mentorship opportunities for at-risk youth.
6.	Bloomington Cooperative Living	\$14,593.00	Hiring a part-time Community Relationship Specialist to enhance volunteer recruitment and matching, reducing wait times and expanding mentorship opportunities for at-risk youth.
7.	Bloomington St. Vincent De Paul serving Monroe CO	\$30,000.00	Emergency utilities assistance program to prevent disconnections and maintain housing stability for vulnerable populations through direct financial support and negotiation with providers.
8.	Boys & Girls Clubs of Bloomington	\$12,000.00	Bridge funding to cover utility and maintenance costs incurred from a long-term lease at the Ellettsville Club site, sustaining youth services and out-of-school programming.
9.	Catholic Charities Bloomington	\$20,000.00	Funding trauma-focused mental health therapies (EMDR, play therapy) for children affected by Adverse Childhood Experiences, enhancing early intervention access and impact.
10.	Community Justice & Mediation Center	\$22,210.00	Support for staff and equipment to continue the Eviction Prevention Project (EPP), offering mediation, referrals, and case management for tenants and landlords to prevent homelessness.

	<u>Agency</u>	<u>Grant</u>	<u>Purpose</u>
11.	Community Kitchen	\$20,000.00	Purchase of food items to sustain Community Kitchen’s meal service to vulnerable residents, reducing hunger and food insecurity across Monroe County.
12.	Courage to Change Sober Living	\$2,745.00	Funding for drug tests to ensure safe, supportive transitional housing for individuals recovering from substance use disorders.
13.	El Centro Comunal Latino	\$4,000.00	Support for 'La Escuelita Para Todos,' a Spanish heritage language program fostering biliteracy in Latine children and supporting families with education, health, and disability resources.
14.	Exodus Refugee Immigration	\$11,250.00	Support for the Emergency Assistance Program, providing housing, food, clothing, and crisis services for refugees as they transition to self-sufficiency in Bloomington.
15.	Girls Inc. of Monroe County	\$10,000.00	Funding for youth development programs offering academic support, mental health care, leadership training, and summer camp scholarships for girls from marginalized communities.
16.	Healing Hands Outreach Center	\$9,273.60	Support for the Hope and Health To-Go Bags Initiative, providing food, water, and hygiene items to unhoused individuals across Bloomington in reusable backpacks.
17.	Hendricks County Child Advocacy Center DBA Susie’s Place	\$3,994.89	Support for trauma-informed forensic interviews and family advocacy services to assist children who are victims of abuse in Monroe County.
18.	Hoosier Hills Food Bank	\$35,000.00	Supplemental funding to purchase nutritious food to support the food bank's distribution network, targeting food insecurity across Monroe County.
19.	Indiana Recovery Alliance	\$20,000.00	Pilot funding to create a Grant Manager position to ensure long-term sustainability of harm reduction services, including naloxone distribution and overdose prevention.
20.	Lantern Support Services	\$15,360.00	Pilot project to support kinship families through therapy, support groups, meals, and mentorship aimed at stabilizing foster and adoptive youth households.
21.	Monroe County CASA	\$5,400.00	Pilot funding for a CASA Cares Network, providing mental health group therapy and gas cards to support and retain volunteer child advocates.
22.	Monroe County Humane Association	\$11,125.00	Support for pet care programs including crisis housing, food assistance, and spay/neuter services to help families keep their pets and reduce shelter intake.
23.	Mother Hubbard's Cupboard	\$5,700.00	Support for essential food pantry operations, providing nutritious food and educational programming for food-insecure families in Bloomington.
24.	My Sister's Closet / Amethyst House	\$18,500.00	Support for workforce readiness programming for women in recovery, providing clothing, coaching, and employment preparation to help with successful reentry and recovery.
25.	New Leaf, New Life	\$6,328.90	Provision of clothing and essentials to support reentry for individuals transitioning from incarceration, as part of the Reentry Mentorship Program.
26.	Pantry 279	\$12,000.00	Support for food delivery and children's summer food programs, addressing food insecurity among homebound, elderly, and low-income families and youth.

	<u>Agency</u>	<u>Grant</u>	<u>Purpose</u>
27.	Pathways	\$20,000.00	Capital investment to upgrade classroom furniture and educational resources at Compass Early Learning Center, enhancing early childhood education for low-income families.
28.	People and Animal Learning Services / Centerstone Recovery Men’s and Women’s Program	\$9,600.00	Pilot project delivering equine-assisted activities for individuals in addiction recovery programs, aiming to improve mental health and emotional resilience.
29.	Planned Parenthood Great Northwest, Hawai’i, Alaska, Indiana, Kentucky	\$7,500.00	Support for reproductive healthcare services including STI testing, contraception, and education for underserved populations in Bloomington.
30.	ReStore / Habitat for Humanity	\$30,000.00	Support for capital upgrades to the Habitat ReStore facility, increasing operational capacity and generating revenue to support affordable housing construction.
31.	South Central Community Action Program	\$30,000.00	Funding for comprehensive case management and housing support services to help low-income families achieve long-term economic stability.
32.	Special Olympics Indiana Monroe County	\$1,560.00	Support to purchase sports uniforms and equipment for individuals with intellectual disabilities, enabling inclusive athletic participation and social engagement.
33.	Stone Belt / Down Syndrome Family Connection	\$5,000.00	Funding to support inclusive community programming and resources for individuals with Down syndrome, focusing on empowerment and education.
34.	Tandem Community Birth Center and Postpartum House, Inc.	\$6,000.00	Startup support for establishing a birth center and postpartum house offering midwifery-led maternity care and postnatal support for families.
35.	WonderLab Museum	\$7,509.00	Support for inclusive science education programs and accessibility improvements to serve children and families, especially those from underrepresented groups.

SECTION 3. The Council authorizes the Chair of the Jack Hopkins Social Services Funding Committee to resolve any questions regarding the implementation of the 2025 funding agreements.

SECTION 4. The Council also approves the 2025 *Report* of this Standing Committee of the Common Council.

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2025.

HOPI STOSBERG, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2025.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2025.

KERRY THOMSON, Mayor
City of Bloomington

SYNOPSIS

This resolution brings forward the recommendations of the 2025 Jack Hopkins Social Services Committee. The principal task of the Committee is to recommend funding for local social services agency proposals that best meet Program criteria and best meet the needs of the community. This resolution allocates a total of \$510,377.27 to 35 different agency programs. The resolution also: approves the funding agreements with these agencies and authorizes the Council President to execute such agreements; accepts the report of the Committee; and authorizes the Chair of the Committee to resolve any questions regarding the interpretation of the agreements.

ATTACHMENT A

FUNDING AGREEMENT CITY OF BLOOMINGTON - JACK HOPKINS SOCIAL SERVICES PROGRAM

«Organization»

This Agreement entered into in June 2025 by and between the City of Bloomington, Indiana hereinafter referred to as the "City," and «Organization», hereinafter referred to as the "Agency," provides for the following:

- Whereas, the Jack Hopkins Social Services Committee (Committee) reviewed Agency applications, heard their presentations, considered additional information provided by agencies in response to Committee questions, and made funding recommendations to the Common Council;
- Whereas, the Common Council adopted Resolution 2025-09, which provided funding to this Agency in the amount and for the purposes set forth in Sections 1 and 3 of this Agreement;
- Whereas, the resolution also delegated the duty of interpreting the Funding Agreement for the City to the Chair of the Committee; and
- Whereas, in interpreting the Agreement, the Chair may consider the purposes of the program, the application and comments by Agency representatives, and statements made by decision-makers during deliberations.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. USE OF FUNDS

These funds are intended to serve vulnerable City residents. Agency agrees to use Agreement funds as follows:

«Project_Description»

SECTION 2. TIME OF PERFORMANCE

The last claim for expenses under this Agreement must be submitted to the City of Bloomington Housing and Neighborhood Development (HAND) no later than December 05, 2025. Requests for extensions must be submitted in writing to HAND's Director no later than November 17, 2025. If an extension is approved, the Director will provide a confirmation letter granting the extension for claim submission. The Director may extend the deadline no later than March 20, 2026.

SECTION 3. PAYMENT PROCEDURES

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed

«Amount_to_be_Funded»

Claims for the payment of eligible expenses shall be made against the items specified in Section 1, Use of Funds.

The Agency will submit to the City a claim voucher pursuant to City's claim procedures and deadlines for the expenditures corresponding to the agreed upon use of funds outlined above. Along with the claim voucher, the Agency will submit documentation satisfactory to the City, at the City's sole discretion, showing the Agency's expenditures.

SECTION 4. ADMINISTRATIVE REQUIREMENTS

A. Accounting Procedures

The Agency agrees to use generally accepted accounting procedures and to provide for:

- (1) Accurate, current, and complete disclosure of the financial component of its activities;
- (2) Records which identify adequately the source and application of funds for City supported activities;
- (3) Effective control over and accountability for all funds, property, and other assets;
- (4) Adequate safeguarding of all such assets and assurance that they are used solely for authorized purposes;
- (5) The City to conduct monitoring activities as it deems reasonably necessary to insure compliance with this Agreement; and
- (6) Return of the funds received under this Agreement that the City determines were not expended in compliance with its terms.

B. Access to Records

The Agency agrees that it will give the City, through any authorized representative, access to, and the right to examine, all records, books, papers or documents related to the funding provided by this Agreement, for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

C. Retention of Records

The Agency agrees that it will retain financial records, supporting documents, statistical records, and all other records pertinent to the funding provided to the Agency for a period of three years from the termination of this Agreement pursuant to Section 7 or 8.

D. Reporting Requirement

The Agency agrees to provide a report to HAND with the Agency's last claim submission describing the use of Jack Hopkins Social Services funds. The report should be submitted in Word format and not exceed 500 words. The report should include, but not be limited to:

1. Amount of the agency's grant award
2. General description of the project
3. Results of the project as measured by the project's outcome indicators
4. Population served by the program
5. Community benefits of the project
6. Digital photograph(s) depicting the Jack Hopkins-funded project (if applicable)
7. Copies of any written material for the project giving the Jack Hopkins Social Services Funding Committee credit as required by V(G) below.

Agencies are asked to report the results of their projects clearly, concisely and honestly and to include both successes and challenges. The report shall be submitted no later than December 5, 2025 unless the Agency was granted an extension by the HAND Director, pursuant to Section 2 of this agreement.

Agencies who receive **operational funding** under this Agreement shall submit an additional report providing an update on the project's outcome indicators, as outlined in the agency's application for funding, due March 20, 2026. Operational expenses are those that are recurring and include outlays for personnel, rent, utilities, maintenance, supplies, client services, and other like ongoing budget items.

SECTION 5. GENERAL CONDITIONS

A. General Compliance

Agency agrees to comply with all applicable federal, State, and local laws, regulations, and policies governing the funds provided under this contract.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Agency shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. None of the benefits provided by an employer to an employee, including but not limited to minimum wage and overtime compensation, workers' compensation insurance and unemployment insurance, shall be available from or through the City to the Agency.

C. Hold Harmless

The Agency shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of a subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Nondiscrimination

Agencies receiving grants shall be subject to Section 2.23.110 et seq. of the Bloomington Municipal Code. Unless specific exemptions apply, the Agency will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, disability, sexual orientation or gender identity. The Agency will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

E. Living Wage Requirements

(1) This agreement is subject to the City of Bloomington Living Wage Ordinance, Chapter 2.28 of the Bloomington Municipal Code and any implementing regulations. The Living Wage Ordinance requires among other things, that unless specific exemptions apply, all beneficiaries of City subsidies, as defined, shall provide payment of a minimum level of compensation to employees which may include the cost of health benefits. Such rate shall be adjusted annually pursuant to the terms of the Bloomington Living Wage Ordinance.

(2) Under the provisions of the Bloomington Living Wage Ordinance, the City shall have the authority, under appropriate circumstances, to terminate this contract and to seek other remedies as set forth therein, for violations of the Ordinance.

F. Compliance with IC 22-5-1.7 – E-Verify Program

Agency shall sign a sworn affidavit, attached as Exhibit A, affirming that the Agency has enrolled and is participating in the E-Verify Program and affirming that the Agency does not knowingly employ an unauthorized alien. Agency must provide documentation to the City that Agency has enrolled and is participating in the E-Verify program.

G. Jack Hopkins Social Services Committee Recognition

The Agency agrees to provide a credit line for the City of Bloomington Common Council Jack Hopkins Social Services Committee in all written materials about the program and program activities funded pursuant to this Agreement.

SECTION 6. NOTICES

Communication and details concerning this Agreement shall be directed to the following representatives:

City: Cody Toothman, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Tel: (812) 349-3512 Fax: (812) 349-3582 E-mail: cody.toothman@bloomington.in.gov	Agency: «Director_of_Agency» «Organization» «Mailing_Address» «City_State_Zip_Code» Tel: «Home_Phone» E-mail: «Agency_Email»
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SECTION 7. TERMINATION OF AGREEMENT

The Agency agrees that this Agreement is subject to the availability of funds and that if funds become unavailable for the performance of this Agreement, the City may terminate the Agreement. If funds become unavailable, the City shall promptly notify the Agency in writing of the termination and the effective date thereof.

It is further agreed that the City may terminate this Agreement in whole or in part if it determines that the Agency has failed to comply with the Agreement or with other conditions imposed by applicable laws, rules and regulations. The City shall promptly notify the Agency in writing of the determination and the reasons for the determination, together with the effective date. The Agency agrees that if the City terminates the Agreement for cause the Agency will refund to the City that portion of the funds that the City determines was not expended in compliance with the Agreement. The Agency shall be responsible for paying any costs incurred by the City to collect the refund, including court costs and reasonable attorneys' fees.

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 8. TERMINATION OF AGREEMENT

Unless terminated as provided in Section 8 herein, this Agreement shall terminate upon the City's determination that the provisions of this Agreement regarding use of the Agreement funds have been met by the Agency.

CITY OF BLOOMINGTON, INDIANA

«Organization»

By: _____
Hopi Stosberg
President, Common Council

By: _____
«Pres_BoD»
President, Board of Directors

Date

Date

By: _____
Anna Killion-Hanson, Director
Housing and Neighborhood Development

By: _____
«Director_of_Agency»
Executive Director

Date

Date

By: _____
Kerry Thomson, Mayor

Date

APPENDIX A

STATE OF INDIANA
COUNTY OF MONROE

SWORN AFFIDAVIT

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

1. The undersigned is the _____ of _____
a. (job title) (agency name)
2. The agency named herein that employs the undersigned has been awarded a grant from the City of Bloomington.
3. The undersigned hereby states that the agency named herein has enrolled and is participating in the E-Verify program.
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the agency named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).

Signature _____

Printed name

[illegible]

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2025.

Notary Public

Printed name _____

My Commission Expires: _____

City of Bloomington Common Council

Jack Hopkins Social Services Committee

REPORT AND RECOMMENDATION ON:

RESOLUTION 2025-09 – Authorizing the Allocation of the Jack Hopkins Social Services Program Funds for the Year 2025 and Related Matters

Prologue: *The following description of the 2025 Jack Hopkins Social Services Program, along with the supporting documentation attached hereto, constitutes the Report of the 2025 Jack Hopkins Social Services Committee pursuant to Bloomington Municipal Code 2.04.230. The Report of the Committee is advisory in nature.*

This is the 33rd year of the Jack Hopkins Social Services Funding Program, named after former Councilmember Jack Hopkins. Since its inception in 1993 through 2024, the City has awarded over \$6.2 million under this program to serve the needs of our community's most vulnerable residents. Indeed, since the inception of this program, annual funding has increased dramatically: from \$90,000 in 1993 to \$500,000 available in 2025. Each year the demand for funds exceeds supply, and each year the Committee works hard to develop a fair and responsive process, one sensitive to local need and one intended to foster responsible fiscal stewardship. This year, the Committee received 38 applications for funding and recommends awarding grant funds to 35 agency programs.

Resolution 2025-09 implements the recommendations of the 2025 Jack Hopkins Committee. The legislation:

- Allocates \$510,377.27 in grant funds to 35 agency programs (\$500,000 appropriated for use in 2025 and \$10,377.27 in unspent funds from previous years);
- Approves the form of the *Funding Agreement* with these agencies;
- Delegates questions regarding the interpretation of the *Funding Agreements* to the Chair of the Committee (Councilmember Asare);
- Approves the *Report* of the Jack Hopkins Committee.

Committee Members

The Committee is a Standing Committee of the Council, pursuant to BMC 2.04.210. The 2025 Committee included four Council members and three members of the public with experience in social services. The non-Council members are appointed by the Committee Chair:

- Isak Nti Asare (Chair)
- Courtney Daily
- Dave Rollo
- Andy Ruff
- Nordia McNish
- Camryn Greer
- Eddy Riou

Housing and Neighborhood Development Department Staff

While Council staff coordinates the program prior to Council action, Anna Killion-Hanson and Cody Toothman of HAND provide critical insight and assistance throughout the process. Once Council approves the recommended allocations, Mr. Toothman executes reimbursement of funds to

agencies, monitors the grants, and otherwise advises agencies post-award.

The 2025 Hopkins Process

The following is a brief summary of the 2025 Hopkins process:

- **Organizational Meeting – 21 February 2025**

The Committee met to establish policies and procedures for the 2025 program. At this meeting the Committee:

- o Reviewed and made changes to the elaboration of criteria for evaluating and awarding grants;
- o Incorporated a detailed scoring rubric to aid in assessing the merits of applications;
- o Approved solicitation materials; and
- o Established a schedule for 2025.

- **Request for Applications Issued – 04 March 2025**

The Council Office sent a solicitation letter directly to social services agencies, posted the letter and grant application on the Committee's website, and issued a press release announcing the availability of the application.

- **Technical Assistance Meeting – 14 March 2025**

A voluntary Technical Assistance meeting was held on 14 March in order to explain the program to, and answer questions from, agency representatives. Agencies were encouraged to contact the Council office with remaining questions.

- **Deadline for Applications – 21 March 2025**

A total of 38 applications were submitted to the Council Office by the deadline requesting a total of \$965,372.77.

- **Distribution of Packet of Applications – 04 April 2025**

The Council Office distributed summaries and application materials to committee members and staff.

- **Initial Review of Applications by the Committee – 15 April 2025**

The Committee met for an initial review of the applications. The Committee first announced any conflicts of interests before reviewing the applications. During its initial review, the Committee developed questions to be answered by agencies, which were shared with the agencies via email.

- **Agency Presentations – 22 April 2025**

Agency Presentations were held in a hybrid meeting format. Agencies made presentations. Agencies were then able to answer any remaining questions posed by committee members.

- **Individual Committee Member Recommendations**

Committee members submitted individual recommended allocations and comments to the Council Office using a scoring rubric. The Council Office compiled scores and comments and averaged scores for its next meeting.

- **Pre-Allocation Meeting – 06 May 2025**

Two members (Riou and McNish) affirmed that they submitted Disclosure Statements of

potential conflicts of interest and affirmed that they had no financial interest in the applicant organizations with which they are affiliated; that their relationships with the applicant organizations were not dependent on the award of grant funds; that their relationships would continue whether or not grants were awarded; and that they would receive no interest in awarded grant funds. The Committee made preliminary recommendations for funding amounts for certain applicants and requested additional information from others.

- **Allocation Hearing – 16 May 2025**

The Committee recommended funding for 35 agency applications for a total of \$510,377.27. The committee invited public comment during this meeting.

- **De-Briefing Meeting – 20 May 2025**

The Committee met to reflect on the 2025 funding cycle and to identify lessons learned to improve future processes. Several key takeaways emerged from this year’s experience:

1. **Streamlined Interviews:** The Committee made a significant procedural change by interviewing only those agencies for which members had outstanding questions. This adjustment led to a far more efficient and focused process while maintaining fairness and due diligence.
2. **Implementation of a Scoring Rubric:** Following last year’s committee recommendation, this year’s committee piloted a formal rubric to assess applications. While the rubric was a helpful step toward greater structure and transparency, members noted that it requires refinement. In particular, the rubric lacked more refined evaluative categories, and its connection to funding decisions needs to be clarified. The committee recommends that JHSS continue to work with this rubric in following years. However, the committee recommends that this rubric be refined. Any future updates to the rubric should be reflected in all relevant program guidelines and materials (e.g. application form) to ensure alignment and consistency.
3. **Call for more flexible schedule:** The compressed timeline of the 2025 process posed challenges for both Committee members and applicants. Several members noted the difficulty of conducting thorough reviews, deliberations, and follow-up discussions within the limited time available. Greater scheduling flexibility—whether by extending the application window, adjusting meeting spacing, or starting the process earlier—was identified as a key improvement for future years. The Committee expressed interest in adding at least one more meeting to the funding cycle in future years to allow for more in-depth discussion and refinement of the rubric before finalizing the call for applications. Council staff also requested more time between meetings for preparation of necessary documentation, reports, packets etc.
4. **Priority Setting Within Broader Categories:** The Committee discussed the potential value of setting more specific funding priorities to be announced on a year to year basis within the program’s broad eligibility criteria—enabling a more targeted and transparent response to emerging or urgent community needs while still maintaining flexibility.
5. **Exploration of a Universal Application:** The Committee expressed interest in working with other City and county grantmaking entities to explore the feasibility of something like a

5. **Exploration of a Universal Application:** The Committee expressed interest in working with other City and county grantmaking entities to explore the feasibility of something like a “universal application”. Such a system could allow agencies to apply for multiple City funding streams through a single application, reducing administrative burden and improving coordination across funding programs. The committee also discussed better data sharing possibilities between funds and programs.
6. **Collaboration and Support:** The committee emphasized the need for collaboration and coordination with other city departments and granting agencies. The committee affirms its support of JHSS remaining under the Common Council’s control.
7. **Demand Exceeds Supply:** This year, the Committee received 38 applications requesting a total of \$965,372.77 in funding—nearly double the available resources. The gap between need and available funding underscores the importance of increasing the size of the Jack Hopkins fund in future years to better meet community demand.

These reflections should guide future cycles as the Committee continues its efforts to ensure that the process remains equitable, transparent, and responsive to the evolving needs of Bloomington’s most vulnerable residents.

- **Council Action – 21 May 2025**

The Common Council will consider the *Resolution* approving recommendations and taking related actions regarding the program.

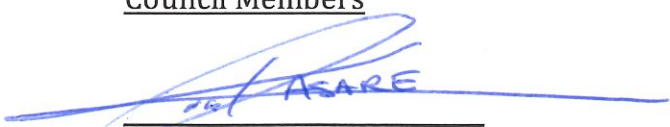
- **Technical Assistance Meeting for Grantees - Tuesday, 16 June 2025**

The HAND department has scheduled a Technical Assistance meeting to inform funded agencies how to obtain reimbursements under the grant.

The 2025 Report of the Jack Hopkins Social Services Funding Committee is signed by the following majority of its membership:

Council Members

Date


Isak Nti Asare (Chair)
Council Member, At-Large

20/MAY/2025


Courtney Daily
Council Member, District V

5/20/2025

Dave Rollo
Council Member, District IV



Andy Ruff
Council Member, At-Large

5/20/2025

Residents With Experience in Social Services

Date

Nordia McNish



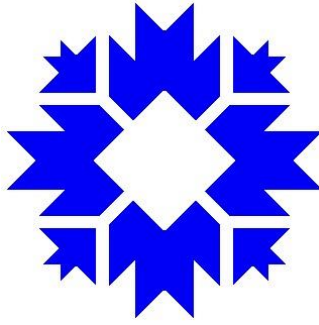
Camryn Greer

5/20/2025



Eddy Riou

5/20/2025



City of Bloomington Common Council

Jack Hopkins Social Services Funding Committee

February 28 2025

Dear Social Services Agency:

The City of Bloomington Common Council's Jack Hopkins Social Services Committee invites your organization to apply for 2025 grant funding to support critical services for Bloomington residents. This year, the Committee has \$500,000 available to distribute. Since its founding in 1993, the Jack Hopkins Fund has awarded over \$6 million to social service agencies working to improve the lives of our community's most vulnerable residents.

As stewards of taxpayer dollars, the Committee prioritizes projects with lasting impact—initiatives that create meaningful, long-term improvements in the community. To ensure responsible funding decisions, the Committee may choose not to allocate all available funds if applications do not meet its criteria.

This year, the Committee has introduced several updates to improve the grant process, including the adoption of a scoring rubric to enhance transparency and consistency in funding decisions. Please review the information below to ensure your application aligns with our funding priorities and guidelines.

Changes for 2025

The Jack Hopkins Committee has made a few clarifications or additions within its criteria for 2025:

1) Clarification added to Claims Submission Dates

Claims will only be considered for expenses incurred after the date that the Common Council allocates the Jack Hopkins funds via authorizing resolution (in mid-June).

2) 501(c)(3) Documentation Now Required for All Applicants

All applicants must now submit 501(c)(3) documentation with their application to be considered for funding, including those who have previously applied

3) Changes to Agency Presentations

To streamline the decision making process, and ease the burden on agencies, agency presentations will be requested only from applicants for whom the Grant Committee requires additional information. All other applicants will not be asked to present to the Committee.

4) Adoption of a Rubric

To enhance transparency and consistency in the evaluation process, the Grant Committee has adopted a scoring rubric for this year's solicitation. All applications will be assessed using standardized criteria to ensure fairness and alignment with funding priorities. The rubric will provide applicants with clearer expectations and allow for more structured feedback. The rubric can be found [here](#).

Proposal Must Meet the Following Criteria:

To ensure that funding is allocated effectively, all proposals must meet the following criteria. The **Elaboration of Criteria** document provides further details on each requirement, including definitions, examples, and key considerations. Applicants are strongly encouraged to review this document to better understand how their proposals will be evaluated. A link to the full document is available [here](#). Below is a summary of the key criteria:

1) Address an Identified Priority for Social Services Funding.

- a. The need should be identified in some manner, such as in the [Service Community Assessment of Needs \(SCAN\)](#), City of Bloomington, Housing and Neighborhood Development Department's *Consolidated Plan* or any other community-wide survey of social service needs. High funding priorities include emergency services (food, shelter or healthcare) or other support services to City residents who are: low-moderate income, under 18-years old, elderly, affected with a disability, or are otherwise disadvantaged.

2) Scope of Funding

- a. While the Grant Committee has a strong preference for one-time investments that leverage matching funds or other fiscal resources, applications for operational expenses will also be considered. However, agencies requesting operational funding should demonstrate how the investment contributes to a sustainable, long-term impact and should not rely on future Jack Hopkins funding to maintain ongoing expenses. Strong proposals for operational costs will include a clear plan for future funding and, where possible, demonstrate additional financial support through matching funds, partnerships, or other fiscal mechanisms

3) Make a Broad and Long-Lasting Contribution To Our Community.

- a. As articulated by Jack Hopkins himself “[P]riority should be given to projects or programs where investments now will have a positive, long-term spillover effect (such as reduced susceptibility to...diseases, decreased absences from school, reducing lost time from work, [alleviating the effects of poverty]...etc.).”

4) Expenses Incurred Prior to the Allocation of Jack Hopkins Funds.

Expenses incurred prior to the allocation of Jack Hopkins Funds as authorized via common council resolution (mid-June) will not be considered.

Collaborative Projects – Two Applications Allowed

The Committee continues to accept applications for collaborative projects that address community-wide social problems and more efficiently meet the needs of social service agencies and agency clients. Note that if you are submitting a collaborative application, you may submit two applications – an individual application on behalf of your agency and another as part of your collaborative proposal. If submitting an application for a collaborative project, applicants must include a Memorandum of Understanding (MOU).

Elaboration of Criteria

Over time, the Committee has refined each criterion. A detailed explanation of criteria is provided in the Committee’s *Elaboration of Criteria*, posted on the Committee’s webpage [here](#). Agencies are strongly encouraged to review this document.

Other Requirements

In addition to satisfying the Jack Hopkins criteria, to be eligible for funding an application must meet the following requirements:

- Hopkins funds are intended to be put to work in the community as soon as possible. For that reason, agencies must submit final claims no later than December 4, 2025.
- The program for which funding is sought ***must primarily benefit City residents***.
- The application must request a minimum of \$1,000.
- The applicant must be a 501(c)(3), or be sponsored by one. In the event the applicant is sponsored by a 501(c)(3), the sponsoring agency must provide a letter acknowledging its fiscal relationship to the applicant. **This year, all applicants will be required to submit 501(c)(3) documentation, including those who have previously applied.**

- One application per agency, unless participating in a collaborative project.
- Any agency receiving Jack Hopkins funds must participate in the federal [E-Verify](#) program.

Living Wage Requirements

Some not-for-profit agencies receiving Jack Hopkins Funds are subject to the City's Living Wage Ordinance, *Bloomington Municipal Code* §2.28. For 2025, the Living Wage is \$16.22 an hour, of which \$2.43 may be in form of health insurance to the covered employee.

An agency is subject to the Living Wage Ordinance, **only if all three** of the following are true:

1. The agency has at least 15 employees; and
2. The agency receives \$25,000 or more in assistance from the City in the same calendar year;
and
3. At least \$25,000 of the funds received are for the operation of a social services program, not for physical improvements.

An agency who meets all three criteria is not obligated to pay the full amount of the living wage in the first two years they received assistance from the City; instead they are subject to a phase-in requirement. Please visit the [City's Living Wage Ordinance page](#) to learn more.

How to Apply

To be eligible for consideration, your agency **must** submit the following. Applications that are missing any of the required information will be eliminated from further consideration.

- ✓ **COMPLETED APPLICATION FORM.** Electronic forms are available [here](#). (Return as a PDF)
- ✓ **PROJECT BUDGET DETAILING THE USE OF HOPKINS FUNDS** A budget template is available [here](#). (Please Note: this is a detailed accounting of how Jack Hopkins dollars would be spent on the project proposed in the application, not the budget for the organization)
- ✓ **APPLICATION SUMMARY** available [here](#). (Return as a Word Document)
- ✓ **A YEAR-END FINANCIAL STATEMENT** including fund balances, total revenue and expenditures
- ✓ **SIGNED, WRITTEN ESTIMATES** if seeking funding for equipment or capital improvements

- ✓ **A MEMORANDUM OF UNDERSTANDING** signed by all agencies participating in an application for a Collaborative Project

- ✓ **501(c)(3) DOCUMENTATION FOR ALL APPLICANTS**

All agencies, including those who have previously applied for Jack Hopkins funding, are required to submit proof of 501(c)(3) documentation.

2025 Jack Hopkins Social Services Funding Schedule

Technical Assistant Meeting for Applicants	Friday, 14 March 2025 at 4:00 pm
APPLICATION DEADLINE	Friday, 21 March 2025 BY 4:00 PM
Agency Presentations	Tuesday, 22 April 2025 at 6:00 pm
Committee Recommends Allocation of Funds	Friday, 16 May 2025 at 4:00 pm
Common Council Acts on Committee Recommendations	Wednesday, 21 May 2025 at 6:30 pm
Agencies Sign Funding Agreements	Early June 2025
HAND Technical Assistance Meeting for Grantees on Claims & Reimbursements (<i>tentative</i>)	TBD

General Guidance

- Attend the Technical Assistance Meeting for Applicants

While attendance at the Technical Assistance Meeting is not required, it is strongly encouraged for new applicants and for those agencies whose applications have not been successful in the past. Bring your questions.

- Read the [Elaboration of Criteria](#) as Posted on the [Committee's webpage](#).

This document provides further explanation of the Committee's funding criteria. Agencies whose proposals are not successful sometimes fail because the proposal runs afoul of a rule in this document.

- Keep your Application Clear and Concise.

- Review an Example of a [Well-Written Application](#) as posted on the Committee's webpage.
- Be Bold, you will not be penalized for big asks. Though the minimum ask is only \$1,000, please note that the committee expects to award a combination of small and large grants this year.
- Peruse Other Successful Applications as posted on the [Committee's webpage](#).

About the Jack Hopkins Committee

The Committee is composed of four members of the Bloomington Common Council and three City residents with experience in social services. Councilmembers serving are: Isak Nti Asare (Chair), Courtney Daily, Dave Rollo, and Andy Ruff. The resident appointments are: Eddy Riou, Camryn Greer, and Nordia McNish.

Help with Applications

The application process is designed to be simple. However, if you have any questions, please don't hesitate to give us a call. You can email the Council Office at council@bloomington.in.gov or Cody Toothman in the Housing and Neighborhood Development Department at cody.toothman@bloomington.in.gov.

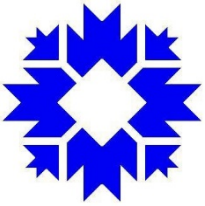
The Jack Hopkins Social Services Funding Committee is committed to supporting projects that create meaningful, long-term benefits for Bloomington residents. We encourage agencies to carefully review the funding criteria, ensure their proposals align with the program's priorities, and take advantage of available resources, such as the Technical Assistance Meeting. If you have any questions about the application process or eligibility, please do not hesitate to reach out. We appreciate your dedication to serving our community and look forward to reviewing your proposals.

Thank you for everything you do to serve this community.

Sincerely,

[/s/ Isak Nti Asare](#)

Isak Nti Asare, Chair
2025 Jack Hopkins Social Services Committee
City of Bloomington Common Council



**CITY OF BLOOMINGTON, COMMON COUNCIL
JACK HOPKINS SOCIAL SERVICES FUNDING COMMITTEE
2025 GRANT APPLICATION**

APPLICATION CHECKLIST

All applicants for 2025 Jack Hopkins funding must submit the following:

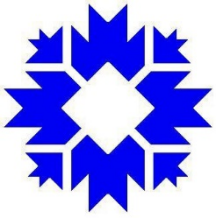
- ✓ **COMPLETED APPLICATION FORM** (return as a PDF)
- ✓ **COMPLETED APPLICATION SUMMARY** (return as a Word Document)
- ✓ **PROJECT BUDGET DETAILING THE USE OF JACK HOPKINS FUND** (Please Note: this is a detailed accounting of how Jack Hopkins dollars would be spent on the project proposed in the application, not an organization budget)
- ✓ **A YEAR-END FINANCIAL STATEMENT** fund balances, total revenue, expenditures
- ✓ **SIGNED, WRITTEN ESTIMATES** if seeking funding for capital improvements
- ✓ **501(c)(3) DOCUMENTATION** for **all** applicants.
- ✓ **A MEMORANDUM OF UNDERSTANDING** signed by all agencies participating in an application for a Collaborative Project

ALL APPLICATIONS DUE BY FRIDAY, 21 MARCH 2025 at 4:00 PM.

Send to: council@bloomington.in.gov

with subject line “[agency name] - 2025 JHSSF App”

Incomplete or late applications will not be accepted.



**CITY OF BLOOMINGTON, COMMON COUNCIL
JACK HOPKINS SOCIAL SERVICES FUNDING
COMMITTEE 2025 GRANT APPLICATION**

CONTACT INFORMATION

Lead Agency Name: _____

Address:

Phone: _____

E-Mail: _____

Website: _____

President of Board of Directors: _____

Name of Executive Director: _____

Phone: _____

E-Mail: _____

Name of Grant Writer: _____

Phone: _____

E-Mail: _____

AGENCY INFORMATION

Is the Lead Agency a 501(c)(3)?

☐ Yes

☐ No

501(c)(3) documentation is included with this application

Yes

No

Number of Employees:

Number of Employees:

Full-Time	Part-Time	Volunteers

MISSION STATEMENT (150 words or less)

Note to faith-based applicants: If your organization is a faith-based agency, please provide the mission statement of your proposed project, not your agency. Please further note: 1) Hopkins funds may never be used for inherently religious activity; 2) Any religious activity must be separate in time or place from Hopkins-funded activity; 3) Religious instruction cannot be a condition for the receipt of services; and 4) Any Hopkins program must be open to all without a faith test.

PROJECT INFORMATION

Name of the project to be funded:

Total cost of project: _____

Requested amount of Jack Hopkins funding: _____

Number of City residents to be served by this project in 2025: _____

Number of clients to be served by this project in 2025: _____

PROJECT SYNOPSIS *(200 words or less)*

Describe the project to be funded. Begin your synopsis with the amount you are requesting and a concrete description of your proposed project. *Example - "We are requesting \$7,000 for an energy-efficient freezer to expand our emergency food service program."*

COLLABORATIVE PROJECTS

Is this a collaborative project?

☐ Yes

☐ No

If yes, list the name(s) of agency partner(s)

How do your missions, operations and services complement each other?

What is the existing relationship between agencies?

How will communication and coordination change as a result of the project?

Explain any challenges and steps you plan to take to address those challenges.

For collaborative projects, please attach a signed Memorandum of Understanding to this application.

PROJECT LOCATION

Address where the project will be housed (if different than agency address):

Do you own or have site control of the property at which the project is to take place?

☐

Yes

☐

No

☐

N/A

If you are seeking funds for capital improvements to real estate and if you do not own the property at which the project will take place, please explain your long-term interest in the property. For example, how long has the project been housed at the site? Do you have a contract/option to purchase? If you rent, how long have you rented this property and what is the length of the lease? Be prepared to provide a copy of your deed, purchase agreement, or lease agreement upon the Committee's request.

Is the property zoned for your intended use?

☐

Yes

☐

No

☐

N/A

If "no," please explain:

If permits, variances, or other forms of approval are required for your project, please indicate whether the approval has been received. If it has not been received, please indicate the entity from which the permitting or approval is sought and the length of time it takes to secure the permit or approval. *Note: Funds will not be disbursed until all requisite variances or approvals are obtained.*

PROJECT COSTS

Is this request for operational funds? *(e.g., salaries, rent, vouchers, etc),*

☐

Yes

☐

No

If “yes,” indicate the nature of the operational request:

☐

Pilot

☐

Bridge

☐

Collaborative

☐

None of the above – General request for operational funds

Other Expected Project Funds: *(Indicate source, amount, and whether confirmed or pending):*

Describe when you plan to submit your claims for reimbursement and what steps precede a complete draw down of funds:

If completion of your project depends on other anticipated funding, please describe when those funds are expected to be received:

FISCAL LEVERAGING *(100 words or less)*

Describe how your project will leverage other resources *(e.g., other funds, in-kind contributions, or volunteers.)*

FUNDING PRIORITIES – RANKED

If the Committee is unable to meet your full request, will you be able to proceed with partial funding? (Due to limited funds, the Committee may recommend partial funding for a program)

☐ Yes ☐ No

If “yes”, provide an itemized list of program elements, ranked by priority:

	Item	Cost
Priority #1		
Priority #2		
Priority #3		
Priority #4		
Priority #5		
Priority #6		
Priority #7		
Total Requested		

JACK HOPKINS FUNDING CRITERIA

NEED *(200 words or less)*

Explain how your project addresses a previously-identified priority for social services funding as documented in the [Service Community Assessment of Needs](#), the City of Bloomington, Housing and Neighborhood Development Department's [2020-2024 Consolidated Plan](#), [2025-2029 Consolidated Plan](#), or any other community-wide survey of social service needs.

ONE-TIME INVESTMENT *(100 words or less)*

Jack Hopkins Funds are intended to be a one-time investment. Explain how your project fits this criterion. If you are requesting operational funds (e.g., salaries, rent, vouchers, etc), you must detail your plan for future funding.

LONG-TERM BENEFITS (200 words or less)

How will your project have broad and long-lasting benefits for our community?

OUTCOME INDICATORS (100 words or less)

Describe the outcome indicators to be used to measure the success of your project.

The ultimate outcome of a project (e.g., reduced hunger, homelessness or addiction rates) are often not readily observable within the Jack Hopkins funding period. For that reason, we are asking agencies to provide us with outcome indicators. In contrast to program activities (what you bought or did with grant funds) and the long-term impacts of a program (the lasting social change effected by your initiative), the data we seek are the short-term, preferably quantitative indicators used to measure the change your program has created during the period of your funding agreement. *Example: an agency providing a service might cite to the number of persons with new or improved access to a service.*

OTHER COMMENTS *(500 words or less)*

Use this space to provide other information you think the Committee would find useful. Any additional comments should supplement, not restate, information provided in the foregoing.

FUNDING AGREEMENT
CITY OF BLOOMINGTON - JACK HOPKINS
SOCIAL SERVICES PROGRAM

«Organization»

This Agreement entered into in June 2025 by and between the City of Bloomington, Indiana hereinafter referred to as the "City," and «Organization», hereinafter referred to as the "Agency," provides for the following:

- Whereas, the Jack Hopkins Social Services Committee (Committee) reviewed Agency applications, heard their presentations, considered additional information provided by agencies in response to Committee questions, and made funding recommendations to the Common Council;
- Whereas, the Common Council adopted Resolution 2025-09, which provided funding to this Agency in the amount and for the purposes set forth in Sections 1 and 3 of this Agreement;
- Whereas, the resolution also delegated the duty of interpreting the Funding Agreement for the City to the Chair of the Committee; and
- Whereas, in interpreting the Agreement, the Chair may consider the purposes of the program, the application and comments by Agency representatives, and statements made by decision-makers during deliberations.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. USE OF FUNDS

These funds are intended to serve vulnerable City residents. Agency agrees to use Agreement funds as follows:

«Project_Description»

SECTION 2. TIME OF PERFORMANCE

The last claim for expenses under this Agreement must be submitted to the City of Bloomington Housing and Neighborhood Development (HAND) no later than December 05, 2025. Requests for extensions must be submitted in writing to HAND's Director no later than November 17, 2025. If an extension is approved, the Director will provide a confirmation letter granting the extension for claim submission. The Director may extend the deadline no later than March 20, 2026.

SECTION 3. PAYMENT PROCEDURES

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed

«Amount_to_be_Funded»

Claims for the payment of eligible expenses shall be made against the items specified in Section 1, Use of Funds.

The Agency will submit to the City a claim voucher pursuant to City's claim procedures and deadlines for the expenditures corresponding to the agreed upon use of funds outlined above. Along with the claim voucher, the Agency will submit documentation satisfactory to the City, at the City's sole discretion, showing the Agency's expenditures.

SECTION 4. ADMINISTRATIVE REQUIREMENTS

A. Accounting Procedures

The Agency agrees to use generally accepted accounting procedures and to provide for:

- (1) Accurate, current, and complete disclosure of the financial component of its activities;
- (2) Records which identify adequately the source and application of funds for City supported activities;
- (3) Effective control over and accountability for all funds, property, and other assets;
- (4) Adequate safeguarding of all such assets and assurance that they are used solely for authorized purposes;
- (5) The City to conduct monitoring activities as it deems reasonably necessary to insure compliance with this Agreement; and
- (6) Return of the funds received under this Agreement that the City determines were not expended in compliance with its terms.

B. Access to Records

The Agency agrees that it will give the City, through any authorized representative, access to, and the right to examine, all records, books, papers or documents related to the funding provided by this Agreement, for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

C. Retention of Records

The Agency agrees that it will retain financial records, supporting documents, statistical records, and all other records pertinent to the funding provided to the Agency for a period of three years from the termination of this Agreement pursuant to Section 7 or 8.

D. Reporting Requirement

The Agency agrees to provide a report to HAND with the Agency's last claim submission describing the use of Jack Hopkins Social Services funds. The report should be submitted in Word format and not exceed 500 words. The report should include, but not be limited to:

1. Amount of the agency's grant award
2. General description of the project
3. Results of the project as measured by the project's outcome indicators
4. Population served by the program
5. Community benefits of the project
6. Digital photograph(s) depicting the Jack Hopkins-funded project (if applicable)
7. Copies of any written material for the project giving the Jack Hopkins Social Services Funding Committee credit as required by V(G) below.

Agencies are asked to report the results of their projects clearly, concisely and honestly and to include both successes and challenges. The report shall be submitted no later than December 5, 2025 unless the Agency was granted an extension by the HAND Director, pursuant to Section 2 of this agreement.

Agencies who receive **operational funding** under this Agreement shall submit an additional report providing an update on the project's outcome indicators, as outlined in the agency's application for funding, due March 20, 2026. Operational expenses are those that are recurring and include outlays for personnel, rent, utilities, maintenance, supplies, client services, and other like ongoing budget items.

SECTION 5. GENERAL CONDITIONS

A. General Compliance

Agency agrees to comply with all applicable federal, State, and local laws, regulations, and policies governing the funds provided under this contract.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Agency shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. None of the benefits provided by an employer to an employee, including but not limited to minimum wage and overtime compensation, workers' compensation insurance and unemployment insurance, shall be available from or through the City to the Agency.

C. Hold Harmless

The Agency shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of a subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Nondiscrimination

Agencies receiving grants shall be subject to Section 2.23.110 et seq. of the Bloomington Municipal Code. Unless specific exemptions apply, the Agency will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, disability, sexual orientation or gender identity. The Agency will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

E. Living Wage Requirements

(1) This agreement is subject to the City of Bloomington Living Wage Ordinance, Chapter 2.28 of the Bloomington Municipal Code and any implementing regulations. The Living Wage Ordinance requires among other things, that unless specific exemptions apply, all beneficiaries of City subsidies, as defined, shall provide payment of a minimum level of compensation to employees which may include the cost of health benefits. Such rate shall be adjusted annually pursuant to the terms of the Bloomington Living Wage Ordinance.

(2) Under the provisions of the Bloomington Living Wage Ordinance, the City shall have the authority, under appropriate circumstances, to terminate this contract and to seek other remedies as set forth therein, for violations of the Ordinance.

F. Compliance with IC 22-5-1.7 – E-Verify Program

Agency shall sign a sworn affidavit, attached as Exhibit A, affirming that the Agency has enrolled and is participating in the E-Verify Program and affirming that the Agency does not knowingly employ an unauthorized alien. Agency must provide documentation to the City that Agency has enrolled and is participating in the E-Verify program.

G. Jack Hopkins Social Services Committee Recognition

The Agency agrees to provide a credit line for the City of Bloomington Common Council Jack Hopkins Social Services Committee in all written materials about the program and program activities funded pursuant to this Agreement.

SECTION 6. NOTICES

Communication and details concerning this Agreement shall be directed to the following representatives:

City: Cody Toothman, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Tel: (812) 349-3512 Fax: (812) 349-3582 E-mail: cody.toothman@bloomington.in.gov	Agency: «Director_of_Agency» «Organization» «Mailing_Address» «City_State_Zip_Code» Tel: «Home_Phone» E-mail: «Agency_Email»
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SECTION 7. TERMINATION OF AGREEMENT

The Agency agrees that this Agreement is subject to the availability of funds and that if funds become unavailable for the performance of this Agreement, the City may terminate the Agreement. If funds become unavailable, the City shall promptly notify the Agency in writing of the termination and the effective date thereof.

It is further agreed that the City may terminate this Agreement in whole or in part if it determines that the Agency has failed to comply with the Agreement or with other conditions imposed by applicable laws, rules and regulations. The City shall promptly notify the Agency in writing of the determination and the reasons for the determination, together with the effective date. The Agency agrees that if the City terminates the Agreement for cause the Agency will refund to the City that portion of the funds that the City determines was not expended in compliance with the Agreement. The Agency shall be responsible for paying any costs incurred by the City to collect the refund, including court costs and reasonable attorneys' fees.

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 8. TERMINATION OF AGREEMENT

Unless terminated as provided in Section 8 herein, this Agreement shall terminate upon the City's determination that the provisions of this Agreement regarding use of the Agreement funds have been met by the Agency.

CITY OF BLOOMINGTON, INDIANA

«Organization»

By: _____
Hopi Stosberg
President, Common Council

By: _____
«Pres_BoD»
President, Board of Directors

Date

Date

By: _____
Anna Killion-Hanson, Director
Housing and Neighborhood Development

By: _____
«Director_of_Agency»
Executive Director

Date

Date

By: _____
Kerry Thomson, Mayor

Date

APPENDIX A

STATE OF INDIANA
SS:
COUNTY OF MONROE

SWORN AFFIDAVIT

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

1. The undersigned is the _____ of _____
a. (job title) (agency name)
2. The agency named herein that employs the undersigned has been awarded a grant from the City of Bloomington.
3. The undersigned hereby states that the agency named herein has enrolled and is participating in the E-Verify program.
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the agency named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

Signature

Printed name

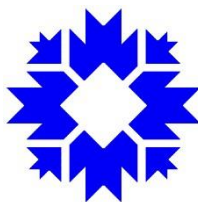
STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2025.

Notary Public

Printed name

My Commission Expires: _____



Jack Hopkins Social Services Funding Program

Elaboration of Criteria for Evaluating and Awarding Grants

In 1993 Jack Hopkins wrote a letter outlining a set of criteria for the use of these social services funds. Those criteria have since served as the basis for allocating the funds. The following is an elaboration of those criteria. These interpretations have been approved by the Jack Hopkins Social Services Committee.

Program Focus

The program should address an identified priority for social services funds (as indicated in the [Service Community Assessment of Needs \(SCAN\)](#), the City of Bloomington Housing and Neighborhood Development Department's [Consolidated Plan](#), or any other community-wide survey of social service needs.)

This investment in the program should lead to broad and long lasting benefits to the community. Again, in the words of Jack Hopkins, "priority should be given to projects or programs where investments now will have a positive, long-term spillover-effects (such as reduced susceptibility to ...diseases, decreased absences from school, reducing lost time (from work) .., etc.)

Eligibility

1. **Eligibility:** this grant is restricted to organizations that are classified as 501(c)(3) under the Internal Revenue Code.
2. **One Application per Agency:** Each agency can submit one application, except for collaborative projects, which allow for an additional application.
3. **Capital Improvements:** Funding for improvements to properties outside city limits or not owned by the applicant is discouraged.
4. **Minimum Request:** The minimum funding request is \$1,000.
5. **Funding Agreement:** Agencies must enter into a funding agreement with the City of Bloomington, with funds provided on a reimbursement basis.
6. **Expenditure Deadline:** Grants must be expended and verified by December of the award year, unless an extension is granted.
7. **Proportionality:** The funding request should be proportional to the number of clients served by the project.

Each of these are discussed further under "other policies" section below.

Priorities

The Common Council prioritizes programs that provide food, housing, healthcare, or other services to city residents who are of low or moderate income, under 18-years of age, elderly, affected with a disability, or otherwise disadvantaged.

- I. City Residency - Programs that primarily serve City residents are given a high priority.
- II. Low Income - Programs primarily serving low-income populations are given a high priority.
- III. Emergency Services – Programs primarily providing emergency services (e.g. food, housing, and mental and physical medical services) are given a high priority.
- IV. Marginalized Groups – Programs providing services to historically marginalized populations or groups are given a high priority.

Scope of Funding

The Jack Hopkins Social Services Funding Program seeks to encourage innovation and address changing community needs. Further, the Jack Hopkins Social Services Funding Program recognizes that in the current economic climate, operational funding, essential to a non-profit's continued provision of services, is difficult to come by. The Jack Hopkins Social Services Funding Program will consider requests for both one-time investments and operational expenses.

In-Scope

One-Time Investment

Applications requesting funds for projects that address changing circumstances in the community are encouraged. Requests should provide a one-time investment that, through matching funds or other fiscal leveraging, make a significant contribution to the project. EXAMPLES – capital improvements, community health initiatives, seed funding for new programs etc.

Operational Expenses

Applications requesting operational expenses will also be considered. These expenses are recurring rather than non-recurring and examples typically include outlays for personnel, rent, utilities, maintenance, supplies, client services, and other ongoing budget items.

Fiscal Leveraging

In the words of Jack Hopkins, who originally proposed these criteria, investments “should be leveraged wherever possible by matching funds from other sources.” Agencies may demonstrate such leveraging by using matching funds, working in partnership with other agencies, or through other means.

Collaborative Projects

The Committee encourages social service agencies to collaborate to address local social service needs. Agencies may submit a Collaborative Project application in addition to a standard application.

Out-of-Scope

Paid Time Off and Bonuses

Paid time off and bonuses shall not be considered eligible for Jack Hopkins Social Services Funding.

Agencies seeking funding for operational expenses should be aware that future funding may be unavailable or inadequate to cover their needs and therefore they should not rely solely on Jack Hopkins Social Services Funding for their operational expenses. Any request for operational funding should be accompanied by a well-developed plan for future funding.

Funding of Events and Celebrations

Historically the Council has not funded applications that promote or implement events or celebrations. This policy is based upon the conclusion that these occasions do not engender the broad and long-lasting effects required above.

Applications from City Agencies and Other Property Tax Based Entities

Over the years the Council has not funded applications submitted by city departments. This is based on the theory that the departments have other, more appropriate avenues for requesting funds and should not compete against other agencies, which do not have the benefit of city resources at their disposal. Except on rare occasions, the Council has not directly or indirectly funded agencies that have the power to levy property taxes or whose primary revenues derive from property taxes.

Expenses Incurred Prior to the Allocation of Jack Hopkins Funds

Expenses incurred prior to the allocation of Jack Hopkins Funds (mid-June) will not be considered. Agencies may only submit claims for expenses incurred after the adoption of the resolution authorizing the grant allocations for that particular funding cycle.

Collaborative Projects

The Committee encourages social service agencies to collaborate in order to solve common problems and better address local social service needs. To serve these ends, the Committee will allow agencies to submit an application for funding as a Collaborative Project. An agency may submit a collaborative project application in addition to submitting a standard application.

Collaborative Project Applicants

Applicants pursuing such funding should:

- I. Declare that they are seeking funds as a Collaborative Project and describe the project
- II. Describe each agency's mission, operations, and services, and how they do or will complement one another

- III. Describe the existing relationships between the agencies and how the level of communication and coordination will change as a result of the project
- IV. Identify challenges to the collaboration and set forth steps that address the greatest challenges to its success
- V. Address the following standard criteria and explain how the collaborative project will:
 - Serve a previously-recognized community need
 - Achieve fiscal leveraging or efficiencies
 - Provide broad and long lasting benefits to the community
- VI. Complete a Memorandum of Understanding signed by authorized representatives of collaborating agencies and detailing the allocation of duties between them

Explanation of Policies

Agency Acting as Fiscal Agent Must have 501(c) (3) Status

The agency that acts as the fiscal agent for the grant must be incorporated as a 501(c)(3) corporation. This policy is intended to assure that grant funds go to organizations:

- I. With boards who are legally accountable for implementing the funding agreements
- II. With the capability of raising matching funds which is an indicator of the long-term viability of the agency.

Given its mission, the presence of a board, and its general viability, an exception has historically been made for the Bloomington Housing Authority.

One Application per Agency – Exception for Collaborative Projects

Except as noted below, each agency is limited to one application. This policy is intended to:

- I. Spread funds among more agencies
- II. Assure the suitability and quality of applications by having the agency focus and risk their efforts on one application at a time
- III. Lower the administrative burden by reducing the number of applications of marginal value.

As noted above, an exception to this rule applies to agencies that submit an application as a Collaborative Project. Those agencies may also submit one other application that addresses the standard criteria.

Improvements to Real Property Located Outside of City Limits or not Owned by the Applicant Agency are Discouraged

Applicants are advised that the Committee typically does not grant funds to agencies for capital improvements to real property located outside of city limits or not owned by the agency.

Applications for construction, renovation, or improvements to a building located outside of city limits or not owned by the applicant agency will be given a low priority.

\$1,000 Minimum Dollar Amount for Request

This is a competitive funding program involving many hours on the part of staff and the committee members deliberating upon and monitoring proposals. The \$1,000 minimum amount was chosen as a good balance between the work expended and the benefits gained from awarding these small grants.

Funding Agreement – Reimbursement of Funds

Agencies that are granted funds will be expected to enter into a funding agreement with the City of Bloomington. The Housing and Neighborhood Development (HAND) Department has been monitoring funding agreements since 2001. In order to be consistent with the practices it employs in monitoring CDBG and other funding programs, the funding agreements provide for a reimbursement of funds. Rather than receiving the funds before performing the work, agencies either perform the work and seek reimbursement, or enter into the obligation and submit a request for the city to pay for it.

Expenditure Before the End of the Year

In order to avoid having the City unnecessarily encumber funds, agencies should plan to expend and verify these grants before December of the year the grant is awarded, unless specifically approved in the funding agreement or granted an extension by the Director of HAND. Please note that funds encumbered from one calendar year to the next cannot be reimbursed by use of the City's credit cards.

Proportionality of Funding Request Relative to Clients Served

In making funding decisions, the Committee may consider the amount of funding requested relative to the number of clients that would be served by a given project.

Guidelines for the Use of Jack Hopkins Funds in Relation to Religious Activities

Jack Hopkins funds may never be used for inherently religious activity; 2) Any religious activity must be separate in time or place from Hopkins-funded activity; 3) Religious instruction cannot be a condition for the receipt of services; and 4) Any Hopkins program must be open to all without a faith test.

2025 JACK HOPKINS SOCIAL SERVICES COMMITTEE
RECOMMENDED ALLOCATIONS

PART 1		
AGENCY	PROJECT	ALLOCATION
Amethyst House	Restore some exterior portions and update interior rooms: fresh window trim outside & siding pieces; update the paint inside. Remove a tree threatening to fall onto new roof.	\$ 17,050.00
Avalon Community Land Trust / Unitarian Universalist Church of Bloomington	Community Garden in Association with Low Cost Housing	\$ 14,075.00
Beacon	Covering operational funds to meet budget deficit for Friend's Place, emergency womens' shelter	\$ 29,351.88
Beacon / HealthNet	To repair flood damage to the two community rooms, the exercise room and the computer lab. We will convert the computer lab into a clinic room to improve our provision of professional medical and mental health care onsite. And for medical equipment.	\$ 26,251.00
Big Brothers Big Sisters of South Central Indiana	Funds for part-time Community Relationship Specialist that will expand capacity to process, recruit, and match volunteers with youth.	\$ 17,000.00
Bloomington Cooperative Living	HVAC upgrades to communal living home	\$ 14,593.00
Bloomington St. Vincent de Paul serving Monroe County	Provide utility assistance to Bloomington residents in need	\$ 30,000.00
Boys & Girls Club of Bloomington	Long term lease for Ellettsville club	\$ 12,000.00
Catholic Charities Bloomington	Providing therapy services for children with adverse childhood experiences	\$ 20,000.00
Community Justice and Meditation Center	Eviction Prevention Project (EPP): Mediation, Case Management, and Tenant Support	\$ 22,210.00
Community Kitchen	Essential food purchases	\$ 20,000.00
Courage to Change Sober Living	Drug tests for use in sober living houses	\$ 2,745.00
El Centro Comunal Latino	Reinitiation of a biliteracy program for Latine children	\$ 4,000.00
Exodus Refugee Immigration	Emergency assistance for refugees resettled in Bloomington, who are struggling to meet their basic needs, such as housing and food, while working toward self-sufficiency and supporting their families.	\$ 11,250.00
Girls Inc. of Monroe County	Personnel expenses, program costs, and participant scholarships for Girls Inc. of Monroe County's youth development programs,	\$ 10,000.00
Healing Hands Outreach Center	Support the purchase, assembly, and distribution of 960 Health and Hope To-Go Bags for Bloomington's unhoused population over a 24-week period.	\$ 9,273.60
Hendricks County Child Advocacy Center DBA Susie's Place	Upgrade worn furniture and to improve technology for staff.	\$ 3,994.89

PART 2		
Hoosier Hills Food Bank	We are requesting \$35,000 to purchase healthy food that will supplement our ongoing donated food collection efforts.	\$ 35,000.00
Indiana Recovery Alliance	Fund a full-time grant manager	\$ 20,000.00
Lantern Support Services	To create Lantern's Kinship Family Support Project, providing hands-on help, programming, and resources for adopted, foster, collaborative, and kinship families.	\$ 15,360.00
Monroe County CASA	Requesting \$5,400 (\$225/session) to pay for group process therapeutic services with Spencer Psychology.	\$ 5,400.00
Monroe County Humane Association	To fund essential pet care services for low-income families in Bloomington.	\$ 11,125.00
Mother Hubbard's Cupboard	A new greenhouse for our Garden program.	\$ 5,700.00
My Sister's Closet / Amethyst House	Upgrading existing client computer bay that is currently using four outdated, five-year-old computers. And, To our Client Services Coordinator a partial salary who will be heading up our new client training program	\$ 18,500.00
New Leaf New Life	For men's jeans, shoes, underwear, jackets and shirts to supplement our Reentry Mentorship Program.	\$ 6,328.90
Pantry 279	To be used to support the Children's Summer Food Program and the cost of food deliveries.	\$ 12,000.00
Pathways	To replace furniture and educational and development resources in two of our Compass Early Learning Center classrooms.	\$ 20,000.00
People and Animal Learning Services / Centerstone Recovery Men's and Women's Program	funding for equine-assisted learning program to support adults undergoing addiction recovery.	\$ 9,600.00
Planned Parenthood Great Northwest, Hawai'i, Alaska, Indiana, Kentucky	To provide low-to-no cost access to sexual and reproductive health services for patients who are uninsured, under-insured, and/or living at or below 150 percent of the federal poverty level.	\$ 7,500.00
ReStore / Habitat for Humanity	to continue and expand the Refugee Employment Program. It will reimburse refugees wages currently paid by ReStore sales revenue and a percentage of staff time needed to help refugees,	\$ 30,000.00
South Central Community Action Program	To remove the wood lap siding currently installed at the agency's main building and replace it with insulated vinyl siding.	\$ 30,000.00
Special Olympics Indiana Monroe County	To replace and update our sports uniforms.	\$ 1,560.00
Stone Belt / Down Syndrome Family Connection	to facilitate Job-A-Palooza for people of all ages and disabilities in October during Disability Employment Awareness Month.	\$ 5,000.00
Tandem Community Birth Center and Postpartum House, Inc.	Support our postpartum doula services for low-income clients.	\$ 6,000.00

PART 3		
WonderLab Museum	For financially need-based Monroe County social service organizations to visit the museum through complimentary admission and/or field trips.	\$ 7,509.00

TOTAL \$ 510,377.27

Applicants not recommended for funding	
Crested Hill Refuge	mental health care, with equine therapy
Habitat for Humanity	Truck for Habitat construction
New Hope for Families	Shade sails in our Early Learning Center's outdoor classrooms