

Date: August 21, 2026

Subject: Proposal to Condition the College Square Sale on Affordability Commitments

From: Bloomington Homes for All

To: Bloomington Redevelopment Commission

Bloomington Homes for All requests that the Commission make the following binding terms of any purchase and sale or companion agreement with the Developer before either is finalized on the College Square property. These should appear as enforceable contract terms, not as recitals or as representations made verbally at a public meeting.

1. Affordable Commitment

An economically valuable property such as Seminary Pointe will be lost with the convention center project demolition. This conditional agreement can never fully replace the cultural and historical significance of this community space, however it should still provide affordable mixed-use buildings with housing and commercial space reflecting a similar unit breakdown to that at Seminary Pointe.

Residential. The redevelopment agreement shall require delivery of residential space of no less than 8,000 square feet with no fewer than 50 residential units affordable to households at very low income. Rent for each unit, including a tenant-paid utility allowance calculated under HUD standards, shall not exceed 30% - 50% of Area Median Income for the household size corresponding to the unit, as determined and published annually by HUD for the Bloomington, IN HUD Fair Market Rent Area.¹ Capping rents by the published figure rather than by each household's individual income keeps the obligation fixed, verifiable, and independent of an operating subsidy that has not been secured. This matches the AMI level of households currently housed at Seminary Pointe, which these units are intended to replace.

Commercial. The five spaces shall total 10,000 square feet and be offered at \$9.00 per square foot gross, half the \$18.00 average asking rate for Bloomington retail space,² escalating annually by no more than the lesser of CPI or three percent. Eligibility should be defined: independently owned businesses with fewer than 25 employees and no more than three locations, and nonprofits in good standing, each serving Bloomington residents.

Occupancy. Units shall be affirmatively marketed, and the Developer shall agree by contract to accept Housing Choice Vouchers and other lawful rental subsidies.

Fifty (50) Residential Units

Total of 8,000 square feet
Rent averaging 30% - 50% AMI

Five (5) Community-Serving Commercial Space

Total of 10,000 square feet
Rent at 50% the average local retail rate

AMI Distribution of Residential Units

50% of units	30% AMI
30% of units	40% AMI
20% of units	50% AMI

Bedroom Distribution of Residential Units

1-bed	50% of units
2-bed	30% of units
3-bed	20% of units

3. Site and Contingency

The potential Developers have indicated these units will be built on excess land, not on College Square itself.³ The Commission's approval of the College Square sale, including the discounted purchase price and any TIF allocation, should be contingent on that excess land being made available on terms consistent with this proposal before the RDC closes on College Square. If the plans for the excess land, originally intended for the host hotel, has not been executed by agreement by [closing date], the discounted price and TIF allocation should not take effect, and the Commission should reopen negotiation of the purchase price. The agreement should identify the excess land by parcel number and minimum square footage so “excess land” is not left open to later reinterpretation.

4. Delivery Timeline

Construction of the affordable units shall begin no later than [X months] after closing. Certificates of occupancy for all 50 residential units and 5 commercial units shall be issued no later than [X months/date], tied to and no later than substantial completion of the College Square project. This prevents the affordable component from being deferred indefinitely while the market-rate project moves forward. The hotel or market-rate apartments cannot open before the affordable homes and community-serving commercial spaces.

5. Recorded Covenant

Before closing, this Commission and the Developer shall execute a Land Use Restriction Agreement (LURA) or equivalent, recorded against the deed to the affordable-housing parcel with the Monroe County Recorder, running with the land in perpetuity. The LURA shall specify unit count, AMI thresholds, rent caps, income-certification and reporting obligations to this Commission or its designee, and shall bind all successors and assigns, so a future sale does not extinguish the obligation.

6. Conditioning of Public Assistance

The \$5,000,000 TIF allocation and the \$4,000,000 discounted purchase price against the \$7,590,000 appraised minimum should be structured as conditions subsequent to recording of the LURA and to the parallel commitment under Section 3 and not as unconditional grants. TIF

disbursement should be phased against the milestones in Section 4, with the final disbursement withheld until certificates of occupancy are issued for all 50 residential and 5 commercial affordable units. The LURA-recording requirement in this Section operates separately, as a condition subsequent that lets this Commission reclaim the discount and TIF award after closing if the LURA is not honored.

7. Remedies

The agreement shall include: (a) a right of reversion or repurchase by this Commission at the original discounted sale price if the affordable units are not delivered on the timeline above; (b) a performance bond or letter of credit sufficient to complete the affordable units, posted before closing; (c) liquidated damages accruing per unit per month of delay past the deadline; and (d) this Commission's right to seek specific performance and injunctive relief in addition to the foregoing remedies.

We ask that this conditionally binding proposal, and the Commission's response to it, be entered into the public record, and that a copy be sent to the Mayor and the Common Council before any vote on the purchase agreement or TIF appropriation.

8. Original Proposal

On May 18th, Bloomington Homes For All offered an alternative, economically feasible proposal for the preservation of Seminary Pointe with a \$2,100,000 rehabilitation plan for the existing affordable homes. We encourage you to accept our original proposal, a community-led project in partnership with the 501(c)(3) Avalon Community Land Trust.⁴ We understand that this initial proposal is contingent upon interlocal coordination and agreement between this Commission and the Capital Improvement Board and we still view this as a possible solution to preserving the occupied, affordable housing at Seminary Pointe.

9. Additional Context

The Bloomington's 2026 Community Survey, which was presented to city Council on August 5th, lists affordable housing as the #1 challenge facing residents. The dissatisfaction rate reaches 76% of resident surveyees, many who identify as women, renters, working young residents, those living in multi-family dwellings. This represents a diversity of people who believe removing barriers to develop affordable housing is the top priority for the City.⁵

The Common Council has already spoken on June 3, 2026 with a letter to this Commission recommending Bloomington Homes For All's renovation proposal for preserving the affordable housing at Seminary Pointe and spoke to the multiple ways the College Square property could be used to advance affordable housing and to enable downtown residency for those who could not otherwise afford it.⁶

Mayor Thomson stated on June 18, 2026 that, "preserving (affordable housing) units would require a qualified developer...to acquire or retain the property (Seminary Pointe) and maintain all 29 units at affordable rents. The City would prioritize potential incentives for such a partner...to be able to preserve or replace those units". This indicates that the City is willing to find creative solutions with partners willing to replace the affordable housing slated for demolition.⁷

Dora Hospitality is one of the developers under consideration by this Commission for the College Square project and who has reportedly considered building new affordable housing concurrently with the Capital Improvement Board approved Monroe County Convention Center host hotel project.³ In this scenario, Dora would be building a host hotel, a boutique hotel, a market-rate apartment complex, and a promenade along the B-Line. If Dora or any other developer currently under consideration by this Commission are to build a six square block of Bloomington's downtown using publicly subsidized land and city TIF funds, along with being subsidized in perpetuity with the food and beverage tax to cover vacancy losses, we, residents of Bloomington demand that those developers contribute to this community.

Respectfully submitted,

Bloomington Homes For All

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Citations

1. U.S. Dep't of Housing & Urban Development, "Income Limits," HUD Exchange/HUD User, <https://www.huduser.gov/portal/datasets/il.html> (HUD's annual income-limit determinations, published for the Bloomington, IN HUD Metro FMR Area, which comprises Monroe County, Indiana)
2. CityFeet, average retail asking rate per square foot, Bloomington, IN. <https://www.cityfeet.com/cont/bloomington-in/retail-space-for-lease>
3. Dave Askins, "Dora, Concord Pitch Rival College Square Projects; Bloomington RDC Mulls Decision," The B Square Bulletin (Aug. 4, 2026), <https://bsquarebulletin.com/dora-concord-pitch-rival-college-square-projects-bloomington-rdc-mulls-decision/>
4. Bloomington Homes For All - The Future for Seminary Pointe- A Business Plan to Preserve Affordable Housing and Community-Serving Commercial Space in Downtown Bloomington- <https://docs.google.com/document/d/e/2PACX-1vSsCI7epCN6MUIacZd58EWvwzzXQwnsjUBNNPZ2I5VXn7AIQ0eYhEwz4Ps1-JYfXg/pub>
5. Memorandum on City of Bloomington 2026 Community Survey, results 2026, <https://bloomdocs.org/wp-content/uploads/simple-file-list/2026-08-05-Bloomington-Community-Survey-Response-report-OCR.pdf>, July 23, 2026, memo sent; Aug 5, 2026 presented to city Council
6. Letter from the city of Bloomington Council to the RDC recommending BH4A's plan for affordable housing at Seminary Pointe, June 3, 2026 <https://bloomdocs.org/wp-content/uploads/simple-file-list/2026-06-03-city-council-RDC-Seminary-Pointe-land-swap-CIB-convention-center.pdf>
7. City of Bloomington, Office of the Mayor, "Mayor Thomson Issues Statement on Convention Center Hotel and Seminary Pointe," press release, June 18, 2026, <https://bloomington.in.gov/news/2026/06/18/6575>.

AMI to Affordable Residential Unit Citations

1. Internal Revenue Code §42(g)(1) — minimum set-aside tests. 26 U.S.C. §42. Supports the 20-50 election: all 50 units fall at or below 50% AMI.
2. 24 CFR §92.252(b) — Low HOME Rent limits; at least 20% of HOME-assisted units occupied by very low-income families in projects with five or more such units. <https://www.ecfr.gov/current/title-24/subtitle-A/part-92/subpart-F/section-92.252> All units qualify.
3. IHCD, 2026–2027 Qualified Allocation Plan, Part 5.3(I) — Davis-Bacon applies at 12 or more HOME-assisted units. <https://www.in.gov/ihcda/files/2026-2027-QAP-FINAL-v.3.pdf> Supports capping HOME designation at 11 units.
4. IHCD, 2026–2027 QAP, Part 5.2(L) — discretionary basis boost for rent levels earning maximum points under Section 6.1. Supports the deep-targeting posture.

5. NHHFA, Average Income Test Minimum Set-Aside Election Guidance — LIHTC 30% levels differ from HTF and Section 8 Extremely Low-Income restrictions.

<https://www.nhhfa.org/wp-content/uploads/2024/05/Average-Income-Test-Minimum-Set-Aside-Guidance.pdf> Supports designing the twelve 30% AMI units to the stricter HTF ELI standard.

6. HUD, MTSP Income Limits (effective May 1, 2026).

<https://www.huduser.gov/portal/datasets/mtsp.html>

7. HUD, HOME Rent Limits (FY 2026, effective June 1, 2026).

<https://www.huduser.gov/portal/datasets/HOME-rent-limits.html>