

AGENDA
REDEVELOPMENT COMMISSION
December 2, 2024 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

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

<https://bloomington.zoom.us/j/89001515616?pwd=hh9GWFS3dhIElYz5TuFgogIOQu9Psp.1>

I. ROLL CALL

II. READING OF THE MINUTES – November 18, 2024

III. REPORT OF OFFICERS AND COMMITTEES

- A. Director's Report
- B. Legal Report
- C. Treasurer's Report
- D. Business Development Updates
- E. Trades District Update by John Fernandez
- F. Hopewell Update

IV. NEW BUSINESS

A. Annual Informative Presentation - Reedy Financial

B. Resolution 24-85: Amendment to Agreement with Axis Architecture for Forge

C. Resolution 24-86: Approval of Notice Terminating Notice Filed with Indiana Department of Environmental Management

~~**D. Resolution 24-87:** Approval of Lease Agreement for The Forge with ViVum AI~~

E. Resolution 24-88: Approval of Lease Agreement for The Forge with Folia

V. BUSINESS/GENERAL DISCUSSION

VI. ADJOURNMENT

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Monday, November 18, 2024 at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton
Street, Room 135, and via Zoom, with Vice-President Sgambelluri presiding:
<https://catstv.net/m.php?q=14018>

I. ROLL CALL

Commissioners Present: Sue Sgambelluri, John West, Laurie McRobbie (via Zoom), and Randy Cassady.

Commissioners Absent: Deborah Myerson and Sam Fleener

City Staff Present: Anna Killion-Hanson, Director, Housing & Neighborhood Development (HAND); Larry Allen, City Attorney, Legal Department; Jane Kupersmith, Director, Economic & Sustainable Development (ESD); Jessica McClellan, City Controller

Others Present: Anne Bono, Indiana University; John Fernandez, Senior Vice-President, The Mill; Mary Krupinski, J.S. Held; Matt Frische, Reedy Financial Group; Stephany Lin, U3 Advisors; Chris Ciolli, Weddle Brothers Construction; Dave Askins, B-Square Bulletin; Joe Davis, Resident

II. READING OF THE MINUTES – John West moved to approve the November 4, 2024 minutes, via roll-call vote. Randy Cassady seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTERS – Randy Cassady moved to approve the claim register for November 22, 2024, for \$1,425,593.27, via roll-call vote. John West seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Laurie McRobbie moved to approve the payroll register for November 15, 2024, for \$43,098.46, via roll-call vote. Randy Cassady seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

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

B. Legal Report. Larry Allen reported that Reedy Financial will present the 2025 RDC spending plan at tonight's meeting and will give the annual informative presentation at the December 2 RDC meeting. Allen was available to answer questions.

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

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

E. Hopewell Update: Mary Krupinski reported that the Hopewell South public offering is due on December 6, 2023. Krupinski was available to answer questions.

VI. NEW BUSINESS

A. Resolution 24-80: Approval of Trades District Conveyance Agreement with Dimension Mill, Inc. In August of 2024, Indiana University, in partnership with the City and Dimension Mill, was awarded a College and Community Collaboration grant from the Lilly Endowment (CCC Grant). As part of the terms of the CCC grant, the RDC would sell the remaining vacant parcels of real estate within the Trades District (Tracts 1 and 2) to The Mill at the offering price listed. City staff have negotiated a conveyance agreement of the remaining vacant real estate within the Trades District to sell the real estate to the Mill for \$4,600,000 with a conveyance

agreement requiring the earnest money to be deposited within 30 days of execution. This would also be subject to a partnership agreement that the Mill and the City have with the RDC for the marketing and development of the Trades District. City staff anticipate bringing an amendment to that partnership agreement to extend it through the life of the grant, which is five years.

City staff answered questions from the commissioners.

Sue Sgambelluri asked for public comment. There were no comments from the public.

John West moved to approve Resolution 24-80, via roll-call vote. Laurie McRobbie seconded the motion. The motion passed unanimously.

- B. Resolution 24-81: Authorization to Issue Hopewell East Offering Packet.** Jane Kupersmith said the next phase of Hopewell development is Hopewell East. Last fall the City issued an Request for Information (RFI) to gauge interest and receive feedback on Hopewell East and the City's strategy for development. The City has not yet issued a formal public offering for the lots in Hopewell East. This offering packet would fulfill the legal requirements for the RDC to offer real estate for sale. Offers to the RDC are due February 7, 2025.

City staff answered questions from the commissioners. Commissioners and a member of the public noted typos within the offering packet, and staff stated that they will correct those errors.

Sue Sgambelluri asked for public comment. The RDC heard comments from the public.

Randy Cassady moved to approve Resolution 24-81 as corrected and amended, via roll-call vote. Laurie McRobbie seconded the motion. The motion passed unanimously.

- C. Resolution 24-82: Approval of Amendment to Consulting Agreement with J.S. Held for Hopewell.** Larry Allen stated that the RDC hired JS Held to act as the project manager for the Hopewell Project and approved the agreement with JS Held in Resolution 20-96. The agreement has been amended and extended since. Resolution 24-82 would extend the Agreement with JS Held through July 1, 2025. Because there is unspent money from the prior amendments, there is no new funding with this extension. Jane Kupersmith explained that the City anticipates hiring a capital projects manager in the coming months, and that JS Held's services will be vital to handing off project details to that new staff member.

City staff answered questions from the commissioners.

Sue Sgambelluri asked for public comment. The RDC heard comments from the public.

John West moved to approve Resolution 24-82, via roll-call vote. Laurie McRobbie seconded the motion. The motion passed unanimously.

- D. Resolution 24-83: Adoption of 2025 Spending Plan.** Matt Frische from Reedy Financial Group presented the RDC's 2025 Spending Plan. The General Assembly passed a new law, codified as Indiana Code Section 36-7-14-12.7, which requires redevelopment commissions to file an annual spending plan by December 1. The spending plan should outline the planned expenditures for the upcoming year. The RDC is required to upload its plan to the Indiana Department of Local Government Finance and send a copy to the Mayor and the Common Council. The RDC met in a public meeting to work on the plan on October 30, 2024. Staff also indicated that it would upload the more detailed spending report that was used to create the plan to the RDC's website.

City staff answered questions from the commissioners.

Sue Sgambelluri asked for public comment. The RDC heard comments from the public.

John West moved to approve Resolution 24-83, via roll-call vote. Laurie McRobbie seconded the motion. The motion passed unanimously.

E. Resolution 24-84: Approval of Agreement with Tech Electronics of Indiana for The Forge.

Chris Ciolli from Weddle Brothers presented to the RDC. The RDC received a federal grant to construct the Forge under the Economic Development Agency's CARES Act. As part of the construction, the City agreed to contract for its own access control hardware within the Forge. Staff brought the RDC an agreement with Tech Electronics of Indiana, LLC to install and activate the control access hardware for an amount not to exceed \$15,687.00. Ciolli noted that given the current budget balances, the effect to the overall project budget of this contract will still yield net savings to the RDC compared to what was approved for the entire project.

City staff answered questions from the commissioners. Sue Sgambelluri noted that the second "Whereas" clause of the resolution was in error and should be removed.

Sue Sgambelluri asked for public comment. There were no comments from the public.

Laurie McRobbie moved to approve Resolution 24-84, as corrected, via roll-call vote. Randy Cassady seconded the motion. The motion passed unanimously.

F. BUSINESS/GENERAL DISCUSSION

XI. ADJOURNMENT – The meeting adjourned at 6:06 p.m.

Deborah Myerson, President

John West, Secretary

Date: _____



City of Bloomington Redevelopment Commission

TIF IMPACT UPDATE



Reporting Requirements

- ✓ Prior to April 1st: Clerk-Treasurer's Annual Report to the Redevelopment Commission
- ✓ No Later Than April 15th: Report of Previous Years' Activities to the Fiscal/Executive Body
- ✓ Prior to June 15th: Determination of Excess Incremental Assessed Value Pass-Through for the Upcoming Pay Year
- ✓ Prior to August 1st: Neutralization of Base Assessed Value for the Upcoming Year
- ✓ Prior to December 1st : Ensuing Year TIF Spending Plan
- **Prior to December 31st: End of Year TIF Impact Presentation**
 - Includes: RDC's financial data & budgets, long-term TIF plans, and a discussion on TIF impact

Inside the RDC

Allocation Area	Creation Year	Expiration Year	Pay 2024 Incremental AV
Bloomington Consolidated Allocation Area	1985	2029*	\$ 959,915,997
North Kinser Pike Allocation Area	1996	2026	\$ 4,786,111
			\$ 964,702,108

► *The exact date of TIF Expiration and final pay year is subject to legal interpretation.

Financial Position

Allocation Area Name	Beg. Year Balance	Revenues	Expenditures*	End of Year Balance*
Bloomington Consolidated Allocation Area	\$ 27,305,255	\$18,300,286	\$23,903,668	\$21,701,873
North Kinser Pike Allocation Area	\$ 688,539	\$ 104,150	\$ 158,166	\$ 634,523

► Current and future long-term plans for the RDC

- Hopewell
- Trades District
- Infrastructure
- Park Improvements
- Public Safety

► *Expenditures and Year End Balance are based on projected amounts for the year and are subject to change

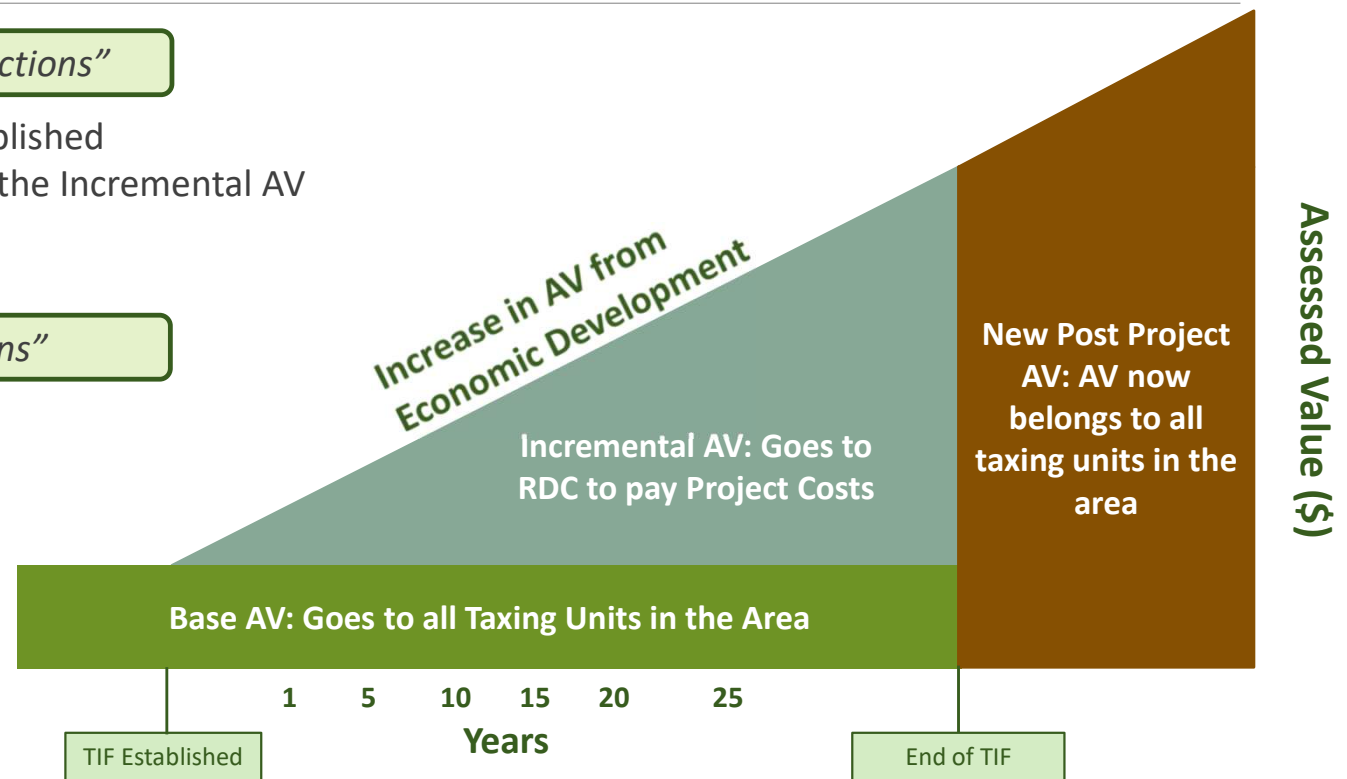
How TIF works

Base AV – “Overlapping Units Collections”

1. Existing AV at the time TIF is established
2. Percentage of what doesn't meet the Incremental AV classification

Incremental AV – “TIF Collections”

1. New Construction
2. New Abatement roll off
3. New Destruction



The TIF Impact Question

In order to help quantify a TIF's impact to its overlapping units, we must ask the following question:

Would property taxes collected today remain the same if...

- 1. The City never utilized TIF within the community**
- 2. All current development that was incentivized / made possible by the assistance of TIF, hypothetically still occurred regardless of TIF incentives**

TIF Impact Chart

Overlapping Units	CB Impact	Rate-Driven Funds Impact	Percent of Total Impact	2024 Budget	Impact as a Percent of 2024 Budget
Bloomington Civil City	\$ 3,600,179	\$ 460,163	51.88%	\$ 95,236,591	4.26%
Monroe County School Corporation	\$ 1,222,159		17.61%	\$ 170,441,105	0.72%
Monroe County	\$ 828,669	\$ 321,246	11.94%	\$ 72,628,639	1.58%
Monroe County Public Library	\$ 216,619		3.12%	\$ 12,759,387	1.70%
Bloomington Transit	\$ 145,190		2.09%	\$ 26,607,394	0.55%
Monroe County Solid Waste Management	\$ 62,840		0.91%	\$ 3,368,565	1.87%
Perry Township	\$ 34,173		0.49%	\$ 1,647,986	2.07%
Richland-Bean Blossom Community School Corporation	\$ 32,133		0.46%	\$ 37,018,448	0.09%
Bloomington Township	\$ 14,561		0.21%	\$ 1,474,350	0.99%
Richland Township	\$ 788		0.01%	\$ 1,680,977	0.05%
Van Buren Township	\$ 285		0.00%	\$ 681,963	0.04%
	\$ 6,157,597	\$ 781,409			
Total Revenues Without TIF	\$ 6,939,006				
OR					
2024 TIF Revenue Collections	\$ 17,863,234				
Total Additional Revenue Because of RDC	\$ 10,924,228	TIF Margin: \$ 0.61			

► This is a conservative estimated circuit breaker impact.

TIF Impact Explained

RDC TIF Margin

\$0.61

\$17,863,234 in TIF revenues will be collected in 2024 across all Bloomington's TIF allocation areas.

\$10,924,228 will be collected due to the City's utilization of TIF = TIF Margin

Only **\$6,939,006** would be shared across all overlapping units should the TIF areas no longer exist = 2024 TIF Impact

*TIF Margin is stated in terms of **additional money** collected per every \$1 collected by the RDC*

The TIF Margin is the additional revenue per every \$1 collected in the RDC that would be foregone should the RDC no longer exist. This revenue would **not** be collected by the overlapping units.

*How is TIF able to collect these **additional revenues**?*

TIF is **not** constrained by the State's allowable annual property tax levy growth percentage that overlapping units are constrained by.



Questions?

CITY BLOOMINGTON REDEVELOPMENT COMMISSION

24-85
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**AMENDMENT TO AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES
WITH AXIS ARCHITECTURE INTERIORS, LLC FOR THE FORGE**

- WHEREAS, on August 3, 2020, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review & Approval Form (“Form”) authorizing services related to a match required by the terms of a federal EDA CARES Act grant to construct a tech center in the Trades District, now known as The Forge (“Project”); and
- WHEREAS, in Resolution 22-15, the RDC approved an Agreement with Axis Architecture Interiors, LLC (“Axis”) to provide the design services for the Project (“Agreement”), which was first amended in Resolution 22-96; and
- WHEREAS, the total amount for the Agreement as amended was \$411,532.50; and
- WHEREAS, staff have negotiated a second amendment to the Agreement to add reimbursable expenses that were not initially contemplated when the Agreement was approved, including travel reimbursement, blueprints, detailed printing, etc. (“Additional Services”); and
- WHEREAS, Axis along with City staff have determined that the Additional Services will require an additional \$1,000.00 in the Second Amendment to the Agreement (“Amendment”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, this Amendment will bring the total amount for the Agreement from \$411,532.50 to \$412,532.50; and
- WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form that updates the cost estimate for the Project, and is attached to this Resolution as Exhibit B; and
- WHEREAS, the RDC has available funds within the Consolidated TIF to pay for the Services;

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

1. The RDC reaffirms its approval of the Project to construct The Forge as a technology center in the Trades District.
2. The RDC hereby approves the Amendment to the Agreement, which is attached to this Resolution as Exhibit A, for the Additional Services to be compensated in an amount not to

exceed an additional One Thousand Dollars (\$1,000.00). This brings total amount under the Agreement as amended to an amount not to exceed Four Hundred Twelve Thousand Five Hundred Thirty-Two Dollars and Fifty Cents (\$412,532.50) to be paid in accordance with the terms of the Agreement.

3. All invoices shall be reviewed and approved by the Department of Economic and Sustainable Development and the Controller's office pursuant to the RDC and City of Bloomington's normal acquisition procedures, and the funding used for the Services shall come from the Consolidated TIF (Downtown).
4. The funding authorizations contained in this Resolution shall terminate on April 30, 2025, unless otherwise extended by the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**SECOND AMENDMENT TO AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
AND
AXIS ARCHITECTURE INTERIORS, LLC
FOR
PHASE II ARCHITECTURE/ENGINEERING SERVICES**

WHEREAS, on March 16, 2022, the City of Bloomington and the Bloomington Redevelopment Commission (collectively the “City”) and Axis Architecture Interiors, LLC (“Consultant”) entered into an “Agreement between the City of Bloomington and Axis Architecture Interiors, LLC for Architecture/Engineering Services” (“Agreement”); and

WHEREAS, the Agreement related to the City’s CARES Act grant from the Economic Development Agency (“EDA”) to construct a technology center in the Trades District (the “Project”); and

WHEREAS, the services provided for under the Agreement involved design services for the Project as labeled Phase II; and

WHEREAS, as part of the project there were additional reimbursable services that were not contemplated at the time of the original Agreement, including travel, printing services, plotting, blueprinting, and laser printing (“Additional Services”); and

WHEREAS, the amount necessary to cover the Additional Services shall not to exceed one thousand dollars (\$1,000.00); and

WHEREAS, pursuant to Article 26 of the Agreement, the Agreement may be modified by written amendment signed by both parties;

NOW, THEREFORE, the parties agree to amend the original Agreement for Phase II Architectural/Engineering Services as follows:

1. Article 1. Scope of Services Consultant shall perform Additional Services.
2. Article 4. Compensation The City shall pay Consultant for all fees and expenses in an amount not to exceed a total of **four-hundred twelve thousand five hundred thirty-two dollars and fifty cents (\$412,532.50)**. The amended not-to-exceed total represents an increase of one thousand dollars (\$1,000.00) from the previous not-to-exceed total of \$411,532.50.

All remaining terms of the original contract are unchanged by this amendment and are fully enforceable.

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date first set forth.

CITY OF BLOOMINGTON

AXIS ARCHITECTURE INTERIORS, LLC

Margie Rice, Corporation Counsel

Drew White, Founding Partner

BLOOMINGTON
REDEVELOPMENT COMMISSION

Deborah Myerson, President

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Economic Development Administration Grant 2020 – Trades District Technology Accelerator (PWEAA2020)

Project Manager(s): Jane Kupersmith, Chaz Mottinger, John Fernandez (Dimension Mill, Inc.)

Project Description:

Background: The Trades District Technology Center (“The Forge”) is a concept being developed for US EDA CARES Act grant funds to aid COVID-19 economic recovery and grow future tech employment in South Central Indiana. The Bloomington Economic Development Corporation (BEDC) and City of Bloomington are collaborating to develop this application, with BEDC was the lead applicant. In September, 2021, the EDA awarded the project a \$3.5 million grant.

Project overview: The Forge will support South Central Indiana employment growth in strong and emerging clusters and commercialization of technology. The Forge will create a technology hub by providing:

1. **Programming and services:** Commercialization programming will help tech companies grow and develop the region’s economic competitiveness through future-focused, diverse employment options in technology.
2. **Space:** Class A office space will house growing and established tech companies, providing possible amenities like labs or meeting spaces.

Target audience: The Forge will create a hub for technology companies that are beyond the startup phase, with services and space for growing and mature firms.

Location: Bloomington Trades District.

Competitive advantage: Tech is best positioned to benefit from this center as:

- The tech sector is still growing across our region
- Technology applies across almost all sectors
- It requires less infrastructure and resources compared to other sectors

- Tech and defense are tied to two key public sources of technology development: Indiana University Bloomington and NSA Crane.

Project Timeline: **Start Date:** **July 2020**
 End Date: **April 2025**

Financial Information:

Estimated full cost of project:	\$12,768,948.00
Sources of funds:	Consolidated TIF - \$5,898,917 (Orig. \$2,101,360 + \$3,797,557 Gap Funding)
	CRED/General Fund - \$3,061,391
	CTP Fund - \$400,000
	EDA Grant - \$3,500,000
	CBU Green Infrastructure - \$310,000

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

Step	Description	Quoted Cost	Timeline
1.	Application Project Management	\$3,000	July/Aug. 2020
2.	NEPA Consultant	\$8,650	August 2020
2a.	Added NEPA Services	\$21,740	Jan.2021
3.	Architecture/Engineering (Pre-App)	\$38,000	September 2020
3a.	Added A/E Services	\$29,970	January 2021
4.	<u>Design</u>		2021-2025
4a	Design Services – Axis Architecture	\$411,532.50 \$412,532.50	2022-2024
4b	Solar Design – MPI Solar	\$1,900	2024
5	Construction Manager – Weddle Brothers	\$15,000 + 1.85% of Project	2023-2025
6	Construction	\$10,601,942	2023-2025
7	LEED Commissioning – Applied Engineering Services	\$47,000	2023-2025
8	Dimension Mill Partnership Agreement (CTP Fund)	\$400,000	2023-2024
9.	Access Control and Video Monitoring – Tech Electronics of Indiana, LLC	\$15,687.00	2024-2025

TIF District: Consolidated TIF (Expanded Downtown)

Resolution History: 20-45 Project Review and Approval (August 3, 2020)

- 20-54 Approval of Third Addendum for Project Manager
- 20-60 Agreement with NEPA Consultant
- 20-61 Agreement with Axis Architecture for Design Services
- 21-05 Amendment with Axis for Design Services
- 21-06 Amendment with NEPA Consultant Little River
- 22-06 Amended Project Review and Approval Form
- 22-15 Agreement with Axis Architecture for Phase II Design
- 22-96 Amendment to Agreement with Axis Architecture
- 23-05 Partnership Agreement with Dimension Mill, Inc. (DMI)
- 23-41 Amendment to Partnership Agreement with DMI and Approval of
Funding for Construction Manager as Advisor and LEED
Commissioning Agent
- 23-63 Approval of MOU with CBU for Green Roof Infrastructure
- 23-72 Approval of Amended Project Review Form
- 23-74 Approval of Contracts for Bid Packages #1
- 23-75 Approval of Contracts for Bid Packages #2 and #4
- 23-93 Approval of Contracts for Bid Package #7
- 23-94 Approval of Contracts for Bid Package #8
- 23-95 Approval of Contracts for Bid Package #9
- 24-31 Approval of Model Lease
- 24-43 Agreement with MPI Solar for Solar Design
- 24-84 Agreement with Tech Electronics for Access Control
- 24-85 **Second Amendment to Design Agreement with Axis**

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

24-86
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF NOTICE OF TERMINATION FILING WITH INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) is authorized to fund redevelopment of areas within the Consolidated TIF; and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval form (“Form”) for reuse of the legacy IU Health Bloomington Hospital for the Hopewell Development (“Project”), an element of which Form authorized the City to negotiate terms of purchase for the Old Hospital site (“Property”); and
- WHEREAS, in Resolution 18-31, the RDC approved an agreement to purchase the Property, which was amended on August 31, 2018, October 31, 2018, May 20, 2019, November 19, 2020, and June 30, 2022 (collectively as amended “Purchase Agreement”); and
- WHEREAS, in Resolution 23-115, the RDC approved a post-closing agreement, which addressed the possibility of the transfer of the Indiana Department of Environmental Management Construction Stormwater Permit No. INRA10024 and the City of Bloomington Grading Permit C23-049 (collectively, the “Open Permits”); and
- WHEREAS, the Property was transferred to the RDC on or about January 2, 2024; and
- WHEREAS, in Resolution 24-17, the RDC approved the execution of the Construction Stormwater Signed Certification; and
- WHEREAS, in order to close the Open Permit, it is necessary to execute a Notice of Termination, attached as Exhibit A; and
- WHEREAS, all land disturbing activities, including construction on the all building lots, have been completed and the entire site has been stabilized; all temporary erosion and sediment control measures have been removed; and no future land disturbing activities will occur at the project site. A copy of the Stormwater Construction Site Management Inspection Report is attached as Exhibit B.

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

1. The RDC authorizes RDC President, Deborah Myerson, to sign the Notice of Termination on behalf of the RDC.
2. A copy of the fully executed Notice of Termination shall be attached to this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date



RULE 5 – NOTICE OF TERMINATION (NOT)

State Form 51514 (R3 / 11-15)
INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
OFFICE OF WATER QUALITY

Mail this form to:
IDEM, OWQ
Storm Water Program
100 North Senate Avenue
Room 1255
Indianapolis, IN 46204-2251

For questions regarding the requirements for project termination or completion of this form, contact:

Storm Water Permits Coordinator
100 North Senate Avenue
Room 1255

Telephone: (317) 233-1864 or
(800) 451-6027 (within Indiana), ext. 31864
Web Access: <http://www.IN.gov/idem/stormwater/2377.htm>

Note: Submission of this Notice of Termination letter is a certification by the project site owner that the project meets the terms and conditions of the General Permit Rule 327 IAC 15-5 (Rule 5, Storm Water Discharges Associated with Construction Activity) for termination of permit coverage under the National Pollutant Discharge Elimination System (NPDES).

PROJECT NAME AND LOCATION

Permit number

(Note: Permit numbers were assigned to projects beginning in November of 2003. Therefore, a permit number is only applicable for those projects that began or were renewed on or after November of 2003).

Project name City of Bloomington Owned - IU Health Bloomington Hospital Decommissioning and Demolition Plan

(Note: Provide the project name as it appears on the active "Notice of Intent")

County

Monroe

Company name City of Bloomington, Redevelopment Commission

Project site owner's name (an individual) Deborah Myerson, President

Address (number and street) 401 N Morton St

City Bloomington

State IN

ZIP code 47401

Telephone (812) 349-3426

FAX

E-mail address (if available) legal@bloomington.in.gov

THIS "NOTICE OF TERMINATION" IS BEING SUBMITTED FOR THE FOLLOWING

To be eligible for termination, specific criteria must be met. There are three options for which a project may be considered for termination. These options include:

- Option # 1 Certification for change of ownership;
- Option # 2 Certification for termination of construction activities (327 IAC 15-5-8); and,
- Option # 3 Notice of termination to obtain early release from compliance with 327 IAC 15-5 (327 IAC 15-5-8).

Select one of the three options that apply to "Permit Termination" by checking the appropriate box, complete all information associated with that option, include required attachments (where applicable), and complete the "Project Site Owner Responsibility Statement" on page 2 of this form.

☐ **Option # 1 Certification for change of ownership**

This option does not apply to the sale of individual lots within the permitted acreage; only the sale of the entire project site as originally permitted. The agency may accept termination for entire sections or phases of a project that are sold. To determine if a project is eligible, please contact the IDEM Storm Water Permits Coordinator.

By signing this "Notice of Termination," I certify the following:

A. The project was sold; I am no longer the project site owner as was designated in my "Notice of Intent". The new owner of the project site is:

Company name (If applicable)

Project site owner's name (An individual)

Address (number and street)

City

State

ZIP code

Telephone number

FAX

E-mail Address (If available)

B. I have notified the new project site owner of his/her responsibilities to comply with 327 IAC 15-5 and the requirements associated with the rule including filing a new "Notice of Intent."

☒ **Option # 2 Certification for termination of construction activities**

By signing this "Notice of Termination," I certify the following:

- A. All land disturbing activities, including construction on all building lots, have been completed and the entire site has been stabilized;
- B. All temporary erosion and sediment control measures have been removed; and
- C. No future land disturbing activities will occur at the project site.

(Continued on reverse side)

☐ **Option # 3 "Notice of Termination" to obtain early release from compliance with 327 IAC 15-5**

By signing this "Notice of Termination," I certify the following:

- A. The remaining, undeveloped acreage does not exceed five (5) acres, with contiguous areas not to exceed one (1) acre.
- B. A map of the project site, clearly identifying all remaining undeveloped lots, is attached to this letter. The map must be accompanied by a list of names and addresses of individual lot owners or individual lot operators of all undeveloped lots.
- C. All public and common improvements, including infrastructure, have been completed and permanently stabilized and have been transferred to the appropriate local entity.
- D. The remaining acreage does not pose a significant threat to the integrity of the infrastructure, adjacent properties, or water quality.
- E. All permanent storm water quality measures have been implemented and are operational.

Upon written notification to the department the project site owner certifies that he/she will:

- A. Notify all current individual lot owners and all subsequent lot owners of the remaining undeveloped acreage and acreage with construction activity that they are responsible for complying with section 7.5 of 327 IAC 15-5. The notice must inform the individual lot owners of the requirements to:
 - (1) install and maintain appropriate measures to prevent sediment from leaving the individual building lot; and
 - (2) maintain all erosion and sediment control measures that are to remain on-site as part of the construction plan.

PROJECT SITE OWNER RESPONSIBILITY STATEMENT

By signing this "Notice of Termination" letter, I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Printed name of project site owner Deborah Myerson, President of Redevelopment Commission

Signature of project site owner _____ Date (month, day, year) _____

This "Notice of Termination" must be signed by an individual meeting the signatory requirements in 327 IAC 15-4-3(g).

The submittal of a Notice of Termination requires an original (wet ink) signature; a fax or photocopies are not acceptable.

SUBMITTAL OF THE "NOTICE OF TERMINATION"

Please submit the completed "Notice of Termination" to the Indiana Department of Environmental Management (IDEM). The submittal to IDEM must be an original signature; a fax or photocopies are not acceptable. A copy of the "Notice of Termination" is required to also be submitted to the Soil and Water Conservation District (SWCD) or a Municipal Separate Storm Sewer System (MS4). The appropriate entity will typically be the agency that reviewed the construction/storm water pollution prevention plan associated with the project. The "Notice of Termination" shall be mailed to the IDEM at

**Indiana Department of Environmental Management
Storm Water Permits Coordinator
100 North Senate Avenue
Room 1255
Indianapolis, IN 46204-2251**

Additional considerations

It is not required by 327 IAC 15-5 that the termination is verified prior to submittal, however the SWCD or MS4, as the plan review agency, may elect to field verify project completion prior to the "Notice of Termination" submittal. Several MS4s require (by local ordinance) approval of all terminations prior to submitting the "Notice of Termination" to IDEM. Failure to submit this document to an MS4 that has adopted this provision may be a violation of the local MS4 ordinance.

If the agency participates, submit the completed Notice of Termination form to the SWCD or MS4. The request for termination will be reviewed for concurrence and either returned to the project site owner for submittal to IDEM or forwarded to IDEM on behalf of the project site owner.

FOR AGENCY USE ONLY (FIELD VERIFICATION OF TERMINATION)

The SWCD, an MS4 entity, or the Indiana Department of Environmental Management may inspect the project site to evaluate the adequacy of the remaining storm water quality measures and compliance with the Notice of Termination (NOT) requirements. If the inspecting entity finds that the project site owner has met the requirements of 327 IAC 15-5-8, the entity may elect to sign off on the project. It is the responsibility of the project site owner to file the NOT with the Indiana Department of Environmental Management.

☐ **Accepted** The site referenced above has been inspected and it has been determined that the request to terminate this project is compliant with the requirements of 327 IAC 15-5. This form must be submitted to the IDEM for final processing.

☐ **Denied** The site referenced above has been inspected and it has been determined that the request to terminate this project is not compliant with the requirements of 327 IAC 15-5. Continue to implement the Storm Water Pollution Prevention Plan and take appropriate measures to minimize the discharge of pollutants.

Signature _____

Printed name _____

Agency _____

Date (month, day, year) _____



City of Bloomington

Stormwater Construction Site Management Inspection Report

Project ID / Name	Prioritization	Inspection Frequency
Hopewell West - IU	None	1 month

Inspection Summary

Site Score	Inspection Date	Inspection Type	Prepared By
Pass	November 13, 2024	Close-out	Cason Page

A follow up inspection **IS NOT** scheduled.

Structural BMPs

Name	Status
Are all structural BMPs being protected from construction activities?	N/A

Close Out Observations

Observation	Status
Have all disturbed areas been stabilized?	Yes

Disturbed areas have been stabilized.



Observation	Status
Have all temporary ESC BMPs been removed?	Yes

General Inspection Observations

Inspection Attendees

Zac Rogers, Roy Aten

Signatures

Site Representative Name

Steven Winters

Signature Date

November 13, 2024

Site Representative Signature

N/A

Inspector Name

Cason Page

Inspection Date

November 13, 2024

Inspector Signature

Cason Page

24-88
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF LEASE WITH FOR THE FORGE WITH BRANCHFIRE, INC. d.b.a. FOLIA

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns real property and buildings within the Bloomington Certified Tech Park known as the Trades District; and

WHEREAS, on September 3, 2021, the US Economic Development Administration (EDA) awarded a \$3.5 million CARES Act Recovery Assistance Grant (“EDA Grant”) to the City of Bloomington, the RDC, and the Bloomington Economic Development Corporation as co-applicants, to support the construction of a tech center now known as The Forge; and

WHEREAS, as part of the EDA Grant programming, the RDC agreed to lease space with the Forge to businesses that would support the mission of the Trades District and the Forge, and the RDC authorized the Dimension Mill, Inc. (“The Mill”) to act as its representative in managing and leasing the Forge in Resolution 24-; and

WHEREAS, the RDC approved a model lease for the Forge in Resolution 24-31, and the model lease was subsequently approved by the EDA; and

WHEREAS, The Mill has negotiated a lease with Branchfire, Inc. d.b.a. Folia (“Folia”), which is attached to this Resolution as Exhibit A to lease Unit 4 in the Forge.

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

1. The RDC reaffirms its support for the Project and finds that leasing space within the Forge will enhance the City, the Consolidated TIF, and the Trades District.
2. The RDC hereby approves the Lease with Folia attached to this Resolution as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

TRADES DISTRICT THE FORGE MODEL LEASE

THIS LEASE is made and entered into as of the 2nd day of December, 2024, by and between **DIMENSION MILL, LLC**, an Indiana non-profit organization, hereinafter referred to as “The Mill”, and Branchfire, Inc. (d/b/a **Folia**), hereinafter referred to as “Tenant”.

WITNESSETH:

WHEREAS, the Bloomington Redevelopment Commission (“RDC”), owner of the Trades District Technology Center (a.k.a “The Forge”), granted The Mill exclusive authority to operate and manage The Forge, consistent with the Trades District & Technology Center Agreement and US Economic Development Administration (“EDA”) grant; and

WHEREAS, Tenant desires to access and use a certain portion of The Forge, Unit 4 (the “Unit”), in accordance with the terms and conditions provided herein.

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

1. Description of Premises. The Unit consists of approximately 618 useable square feet and approximately 3978 square feet of common area. The “Premises” leased by Tenant, located on the 1st floor, has the approximate configuration and location shown on the Floor Plan attached hereto as **Exhibit A** and made a part hereof. Non-exclusive space which is made available to Tenant shall include the common lobby areas, social hub, restrooms, conference/training room, focus booths, roof top deck and outdoor plaza. Tenant shall pay pro rata share of rent for said space. The Forge is a “smoke free facility”; smoking is permitted outside only, and Tenant will police the exterior and will not allow Tenant’s employees or its guests to discard cigarettes, etc. on the sidewalks, parking areas, etc.

2. Initial Term; Commencement Date.

2(a). The initial term of this Lease shall commence upon substantial completion of the Tenant improvements or 120 days after RDC approval of the fully executed lease by Tenant and The Mill, whichever is earlier (the “Commencement Date”) and shall continue for five (5) years after the Commencement Date. The Mill shall have no responsibility or liability whatsoever for any loss or damage to any of Tenant’s leasehold

improvements, trade fixtures, equipment or merchandise installed or left in the Premises prior to the Commencement Date. Tenant's entry upon and occupancy of the Premises prior to the Commencement Date shall be only with The Mill's prior written approval and shall be governed by and subject to the provisions, covenants and condition of this Lease with respect to insurance, indemnity, remedies and mechanic's liens. Tenant shall not interfere with the performance of work by The Mill, if applicable, in the Premises and any right of entry or occupancy by Tenant prior to the Commencement Date shall be subject to The Mill's right of non-interference.

2(b). Extension. Upon the expiration of the initial term, if Tenant is not in default, The Mill hereby grants to Tenant the right to extend the term of this Lease for three (3) additional five (5) year periods. To exercise its option, Tenant must give written notice to The Mill at least ninety (90) days prior to the expiration of the initial term or any extensions thereof. The rent payable by Tenant to The Mill during such extension shall be at a rate negotiated and mutually agreed upon prior to the execution of the extension. If Tenant fails to give written notice of extension to The Mill within the time specified herein, or if this Lease is terminated, any subsequent options to extend shall expire and be on no force or effect. The exercise of any option to extend shall be ineffective if Tenant is in default on the last day of the prior term.

3. **Rent and other sums due.** Except as otherwise provided in Addendum 1, attached hereto and incorporated herein by this reference, Tenant covenants and agrees to pay The Mill at the address stated herein, or to such other person or at such other place as The Mill may designate in writing, for the period commencing on the Commencement Date and continuing thereafter throughout the Term, as rent hereunder, (i) Base Rent (as hereinafter defined), plus (ii) any and all additional rent consisting of such sums and charges that come due under the terms and conditions of this Lease other than Base Rent (any and all such sums and charges hereinafter referred to as "Additional Rent"). Rent payments shall be due on the first day of each month during the lease term.

3(a). Base Rent. Base Rent is calculated as follows:

Leased Area:	618 square feet
Rent Per Square Foot:	\$21.00
Annual Base Rent:	\$12,978.00
Monthly Base Rent:	\$1081.50

3(b). Common Area Factor. Tenant will pay as Additional Rent an amount for the use of the Floor Common Areas (common lobby areas, conference/training room, social hub, restrooms, focus booths, roof top deck and outdoor plaza) ("Common Area Rent"):

Common Area Total:	3978 square feet
Common Area Factor:	4.91%
Annual Common Area Rent:	\$4,869.84
Monthly Common Area Rent:	\$405.82

3(c). Building Common Area Costs and Tenant Expenses. It is the intention that this Lease shall be a Triple Net Lease (NNN) to reimburse The Mill and without limiting the generality of the foregoing, Tenant shall be required to pay 4.91% of the following charges and operating expenses as Additional Rent known as Common Area Maintenance (“CAM”) charges (“CAM Costs”) in addition to the Base and Common Area Rent. These CAM charges of actual expenses will be billed in arrears on a monthly basis:

CAM Costs include:

- All real estate taxes, and all other assessments and duties, including local improvements, levied against The Forge and the lands adjacent thereto.
- All water, internet and common area electric service and insurance premiums with respect to The Forge.
- All costs with respect to the maintenance, operation, repair, replacement and upkeep of The Forge, adjacent land and the common areas, including without limiting the generality of the foregoing, janitorial (twice a week), trash pickup, snow removal, and normal maintenance, landscape care, exterior lighting, management fee, and all insurance placed from time to time by The Mill in connection therewith. Maintenance, repair, and replacement includes all mechanical systems (e.g. HVAC, etc.)

CAM Costs do not include the cost of electricity for the Premises. The Premises is separately metered for electric charges, and Tenant shall pay for all electric utilities when due and shall hold The Mill harmless. The Mill shall not in any way be liable or responsible to Tenant for any loss, damage, or expense that Tenant may sustain or incur, if the quantity or character of any utility service is changed or suspended because of conditions beyond The Mill’s control. All telephone and/or security equipment, services and connectivity charges will solely be the responsibility of the Tenant.

At end of initial lease year, The Mill and Tenant will review The Forge CAM Costs and do a ‘true up’ based on actual annual operating expenses.

Initial Monthly Rent and Additional Rent payments:

	Monthly	Annually
Base Rent	\$1081.50	\$12,978.00
Common Area Rent	\$405.82	\$4,869.84
TOTAL RENT	\$1,487.32	\$17,847.84

4. **Tenant Improvements.** Prior to the Lease Commencement Date, The Mill shall construct all Landlord Improvements, constituting any work required to put the Premises in a shell condition ready for the installation of tenant improvements (“**Landlord Improvements**”). Any additional installations or work shall constitute **Tenant Improvements**. The Tenant Improvements shall be performed by the Tenant in accordance with plans and specifications approved by Tenant and The Mill (the “**Plans and Specifications**”). Tenant shall submit detailed improvement plans, including timeline for completion, to The Mill for The Mill’s written approval of said work prior to any work commencing. The Mill shall have fifteen (15) business days to approve or reject Tenant’s submitted improvement plans. Tenant shall be responsible for coordinating Tenant’s architect and contractor and obtaining all required approvals, permits and necessary governmental documentation specific to Tenant’s improvements and use. The Tenant shall commence and diligently pursue Substantial Completion of the Tenant Improvements in accordance with the timelines provided and approved by the The Mill.

4(a). Landlord Improvement Warranties. The Mill warrants to Tenant that all materials and equipment furnished by The Mill in connection with any Landlord Improvements in the Premises shall be new unless otherwise specified, and that all of Landlord Improvements shall be of good and workmanlike quality, free from faults and defects.

4(b). Cost of Tenant Improvements. The Mill shall provide to Tenant a tenant improvement allowance of one hundred and seventy-five dollars (\$175.00) per rentable square foot for a total of one hundred eight thousand one hundred fifty Dollars (\$108,150) (the “**Tenant Improvement Allowance**”) to be applied towards the actual costs incurred by Tenant for the Tenant Improvements. The Mill shall pay Tenant the full amount of the Tenant Improvement Allowance upon substantial completion of the Tenant Improvements. Tenant shall provide The Mill copies of paid invoices for the Tenant Improvement expenses. If Tenant’s improvements expenses are less than the Tenant Improvement Allowance, the balance shall be retained by The Mill.

5. Late Payments. Tenant shall pay a late charge equal to 8% of the required monthly payment for each payment that is not paid within seven (7) days after the due date for such payment.

6. Damage Deposit. Upon execution of this Lease, Tenant will provide The Mill a payment equal to one monthly payment of Base Rent as a damage deposit (“Deposit”). Upon termination of this Lease and move-out by the Tenant, the parties will inspect the Premises and determine if there are damages that require repair, in which case the Deposit provided may be used for such purpose at the discretion of The Mill. In the event there are no damages, the Deposit shall be returned to Tenant within thirty (30) days.

7. Possession. Tenant shall be entitled to use of the Premises on the Commencement Date and shall vacate the Premises and return possession to The Mill upon termination. At no time may Tenant sublease or allow use of all or any part of the Premises to any other person or entity without the express written permission of The Mill.

8. Furniture. Premises will not be provided with furnishings by The Mill. The Tenant may furnish the Premises and upon termination of this Lease, shall remove all personal property and trade fixtures, leaving the Premises in the condition described in Section 11 below.

9. Premises and the The Forge Use. Tenant may use the Premises and The Forge for activities related to the Tenant’s business only. The Premises and The Forge may not be used for any other purpose, except upon the prior written consent of The Mill. Use of the Premises and The Forge is subject both to this Lease and any Rules of Operation, adopted and amended from time to time by The Mill. The Forge will provide Tenant with the Rules of Operation and any amendments thereto during the term of this Lease, which are also available on The Forge website.

10. Compliance with EDA Restrictive Covenants.

10(a). Tenant and The Mill acknowledge that the premises were improved, in part, with funding from EDA and are subject to the terms and conditions of the EDA financial assistance award and applicable EDA Property Management regulations. Consequently, all recipients or owners and/or their successors and assigns agree as follows:

- i. Real property or equipment acquired or improved with EDA Investment Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the financial assistance award and EDA policies including non-relocation, adequate consideration and environmental compliance. Further, said

property may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. § 302.20 or for inherently religious activities prohibited by applicable federal law.

ii. Tenant agrees to provide The Mill and EDA with any document, evidence or report required to assure compliance with federal and state law, including but not limited to applicable federal and state environmental laws.

iii. Any deeds or instruments of conveyance shall contain a covenant which shall prohibit the use of the subject property for any purpose other than the authorized purpose of the EDA award. This covenant shall remain in effect for 20 years, the EDA-defined useful life of the facilities.

10(b). *Civil Rights*. Tenant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, religion, sex, age or physical or mental disability. By entering this Agreement, the Tenant agrees to comply with all applicable federal, state, and local non-discrimination requirements including without limitation:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Department of Commerce (“DOC”) implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;

ii. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

iii. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

iv. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance;

v. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

vi. City of Bloomington's Anti-Discrimination Ordinance found in Bloomington Municipal Code 2.23.100 through 2.23.240, or any amendments or recodifications thereto; and

vii. Any other applicable non-discrimination laws.

10(c). *Audits and Inspections.* At any time during normal business hours and as frequently as is deemed necessary, Tenant shall make available to The Mill and the Economic Development Administration (EDA) or EDA's authorized agents, for their examination, all of its records pertaining to matters covered by this Lease and only matters relating to the Lease.

10(d). *Retention of Records.* All records in the possession of the Lease pertaining to this Lease shall be retained for a period of three years after the expiration of the Lease or any extensions thereof. All records shall be retained beyond the three-year period if audit findings have not been resolved within that period or if other disputes have not been resolved.

11. Improvements. Tenant may not make any changes to the Premises without the prior written consent of The Mill. At the end of the term, Tenant shall remove Tenant's trade fixtures, personal property, and decorations and shall restore the Premises to substantially the same condition as at the commencement of the Lease, ordinary wear and tear excepted. Tenant shall be liable for any damages to the Premises or areas of The Forge caused by Tenant (or its guests or invitees) and shall promptly pay for any such damages upon request of The Mill.

12. Maintenance. The Mill shall maintain The Forge and the Tenant shall keep the Premises clean and not allow trash to accumulate. Trash must be placed in designated areas. Upon use of any other area of The Forge, the Tenant and its invitees and guests, if any, shall keep the area in good condition and take care to clean up and provide general house-keeping in areas used.

13. Signage and Decoration. Tenant will not install signage or decorations without prior written consent of The Mill. All signage must be in compliance with Bloomington Municipal Code.

14. **Access.** Upon reasonable notice to Tenant, The Mill shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective Tenants or others, as deemed reasonably necessary in The Mill's sole discretion. In case of an emergency, as determined by The Mill or public authorities, in its sole discretion, The Mill or emergency personnel may enter the Premises without notice.

15. **Property Insurance.** The Tenant shall be responsible to insure for its business and personal property used in connection with its business or otherwise placed in The Forge and shall indemnify and hold The Mill and the RDC harmless therefrom.

16. **Liability Insurance.** Tenant shall maintain public liability insurance with personal injury limits of at least \$1,000,000.00 for injury to one person and \$2,000,000.00 for any one accident, and a limit of at least \$1,000,000.00 for damage to the property. Tenant shall deliver a certificate of insurance to The Mill and both The Mill and the RDC shall be named as additional insureds. The Mill or the RDC shall have the right to require that The Mill receive advance notice of any termination of such insurance policies.

17. **Indemnity.** Tenant agrees to indemnify, hold harmless, and defend The Mill and the RDC from and against any and all losses, claims, liabilities and expenses, including reasonable attorneys' fees, if any, which The Mill or the RDC may suffer or incur in connection with Tenant's use or occupation of The Forge, or its business operated from the Premises or The Forge, which indemnity shall survive termination of this Lease.

18. **Dangerous Materials.** Tenant agrees, at its sole cost and expense, to comply with all valid and applicable local, state and federal environmental laws and regulations concerning the storage, handling, use, transportation and disposal of dangerous or hazardous materials and/or hazardous substances ("Hazardous Substances" as defined by law). Tenant agrees, at its sole cost and expense, to indemnify, protect and save harmless The Mill and the RDC from and against all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or other expenses, including reasonable attorneys' and expert fees which may at any time be imposed upon, incurred by or asserted or awarded against The Mill or the RDC arising from or out of Tenant's storage, handling, use, transportation or disposal of Hazardous Substances on, in or about The Forge. This indemnity shall survive termination of this Lease and shall include, without limitation, damages incurred, and all of the reasonable costs of removal and mitigation.

19. **Taxes.** Taxes and assessments attributable to The Forge shall be allocated as follows:

19(a). The Mill shall pay all real estate taxes and assessment as may be applicable from time-to-time; and

19(b). Tenant shall pay all personal and business property taxes and any other charges which may be levied against The Forge which are attributable to Tenant's use or occupation of The Forge, or its business operated in The Forge.

20. Assignment and Subletting

20(a). Tenant shall not assign, sublet, transfer, or encumber this Lease, or any interest therein, without the prior written consent of The Mill, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Tenant may assign or transfer this Lease without The Mill's consent (but upon written notice to The Mill) in the event of (i) a merger, consolidation, or reorganization of Tenant, or (ii) the transfer of all or substantially all of Tenant's assets, or (iii) a change in the ownership structure of Tenant, provided that in each such case, the assignee or transferee (A) is a successor entity that is financially solvent, (B) assumes all of Tenant's obligations under this Lease, and (C) operates a business of the same nature and character as Tenant's business under this Lease.

20(b). Conditions of Assignment or Transfer. Notwithstanding the above, Tenant shall remain fully liable for all obligations under this Lease, including but not limited to the payment of rent, following any assignment, transfer, or change in corporate structure. Any assignment or transfer of this Lease shall be subject to the terms and conditions of this Lease, and the assignee or transferee shall be bound by all provisions hereof as if it were the original Tenant.

20(c). Notice to Landlord. Tenant shall provide Landlord with written notice of any assignment or transfer under this provision at least thirty (30) days prior to the effective date of such assignment or transfer, which notice shall include relevant details regarding the assignee or transferee and the nature of the acquisition or restructuring.

20(d). Landlord's Right to Recapture. If Tenant assigns or transfers this Lease, The Mill shall have no right to recapture the Premises unless otherwise specifically provided in this Lease.

21. Destruction, Condemnation or Force Majeure. If The Forge is partially destroyed in a manner that prevents the conducting of Tenant's business in a usual and customary manner, and if the damage is reasonably repairable within sixty (60) days after the

occurrence of the destruction, The Mill and RDC, at its election, may repair The Forge. Payment under this Lease shall abate during the period of days the Premises cannot be used by the Tenant, provided that the damages and destruction were not caused by the Tenant. If The Mill and RDC are prevented from repairing the damage by forces beyond The Mill and RDC's control, or if the property is condemned, this Lease shall terminate. Upon an occurrence that would be considered *force majeure*, which are conditions that prevent performance of this Lease by either party due to, without limitation, riot, acts of war, natural disasters, pandemic or other causes beyond the control of either party, the affected party shall provide prompt written notice to the other party, and all obligations under this Lease shall be suspended for as long as such force majeure event continues, provided that the affected party continues to exercise diligent efforts to recommence performance to whatever extent possible.

22. Liens. This Lease does not authorize the performance of any labor or services or the furnishing of any materials for the alteration or repair; nor does it grant Tenant the right to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien to The Forge or any of The Mill's or the RDC's property. Tenant shall not permit any Statement of Intention to Hold a Mechanic's Lien ("Statement") to be filed against The Forge or any part thereof nor against any interest therein by reason of labor, services or materials claimed to have been performed or furnished to or for Tenant. If a Statement is filed, The Mill, at its option, may compel the prosecution of an action for the foreclosure of such mechanic's lien, and if such an action is commenced, Tenant, upon demand by The Mill, shall cause the lien to be released by the filing of a written undertaking with an approved surety and obtaining a court order releasing The Forge from such lien.

23. Default. Tenant shall be in default of this Lease if Tenant fails to fulfill any obligation or term hereunder. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within fifteen (15) days (or any other obligation within thirty (30) days after written notice of such default is provided by The Mill to Tenant), The Mill may take possession of the Premises without further notice, and without prejudicing The Mill's rights to damages. In the alternative, The Mill may elect to cure any default and the cost of such action shall be added to Tenant's financial obligation under this Lease, which sum shall accrue interest at 8%. Tenant shall pay all costs, damages, and expenses suffered by The Mill by reason of Tenant's defaults, including reasonable attorneys' fees.

24. Cumulative Rights. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

25. **Notice.** Notices shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

The Mill: The Dimension Mill, LLC
642 North Madison Street
Bloomington, IN 47404

Copy to: Bloomington Redevelopment Commission
P.O. Box 100
Bloomington, IN 47402

Tenant: Folia
642 N Madison Street
Bloomington, IN 47404

With an email copy to: legal@folia.com

Such address may be changed from time to time by either party by providing notice as set forth above.

26. **Entire Lease.** Except for the Rules of Operation which may be amended from time-to-time, this document contains the entire Lease of the parties with regard to the subject matter stated. This Lease supersedes any prior written or oral Leases between the parties, and this Lease may be modified or amended in writing, as agreed by the parties hereto.

27. **Severability.** If any portion of this Lease shall be declared invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

28. **Venue and Choice of Law.** In any dispute that arises under this License, the parties agree that the proper venue for any legal action shall be County of Monroe, State of Indiana.

29. **Mill Membership.** At no additional cost to Folia, Tenant shall obtain a special Mill membership providing access to additional conference rooms and discounted use of The Mill's event hall.

So agreed on the date first written above.

The Dimension Mill, Inc.

By: _____

Pat East

Its: Executive Director

TENANT:

By: _____

Ravi Bhatt

Its: Chief Executive Officer

DRAFT

EXHIBIT A

DESCRIPTION OF PREMISES

The property to be leased is commonly known as 617 N. Madison Street, Unit 4, Bloomington, Indiana 47404, and is located at the corner of Makers Way and N. Madison Street, Bloomington, Indiana 47404.

(Floor Plan with Dimensions Attached)

DRAFT

Exhibit A

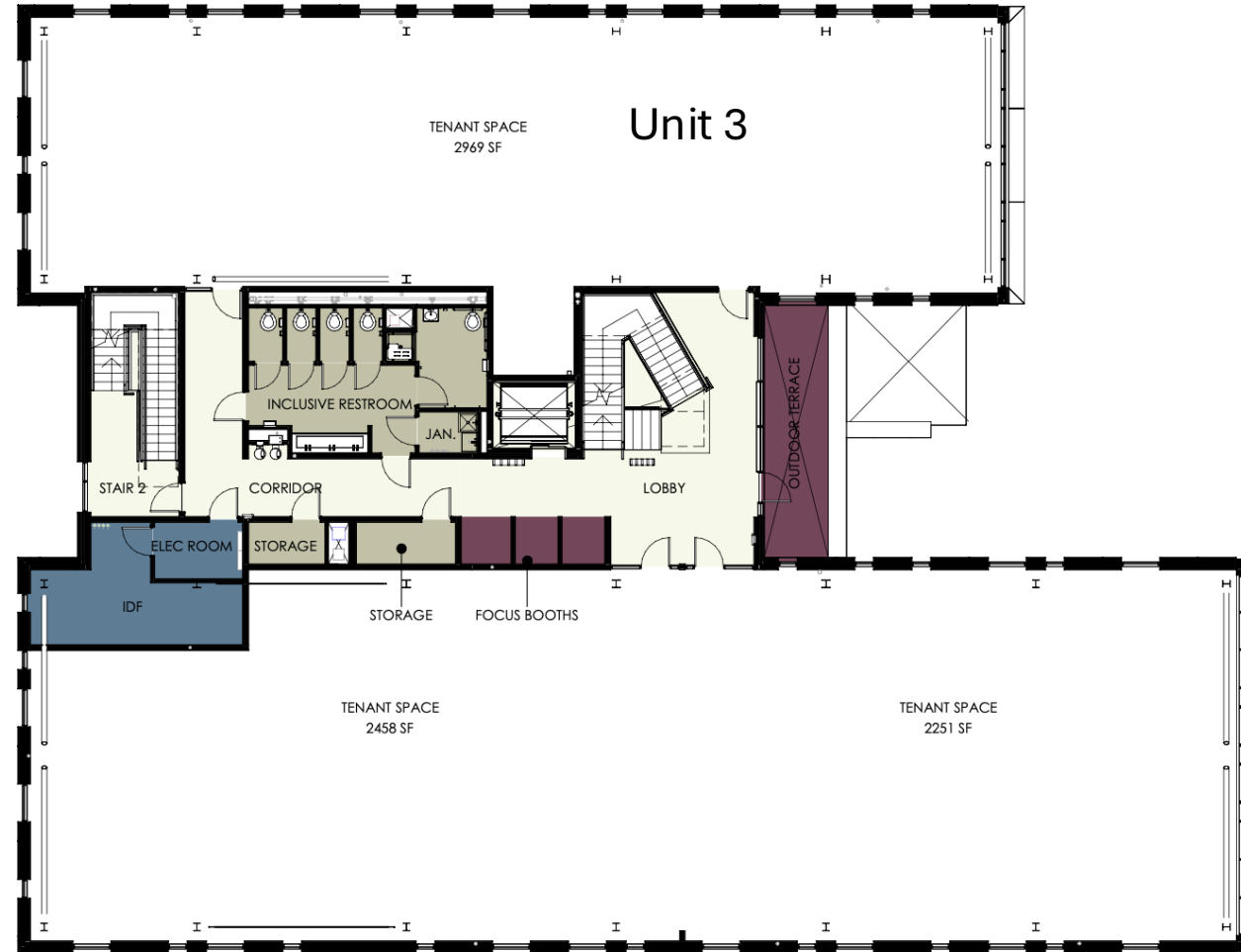


Department Legend

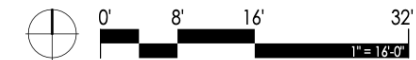
- AMENITY
- CIRCULATION
- LOBBY
- MEP
- SERVICE
- TENANT

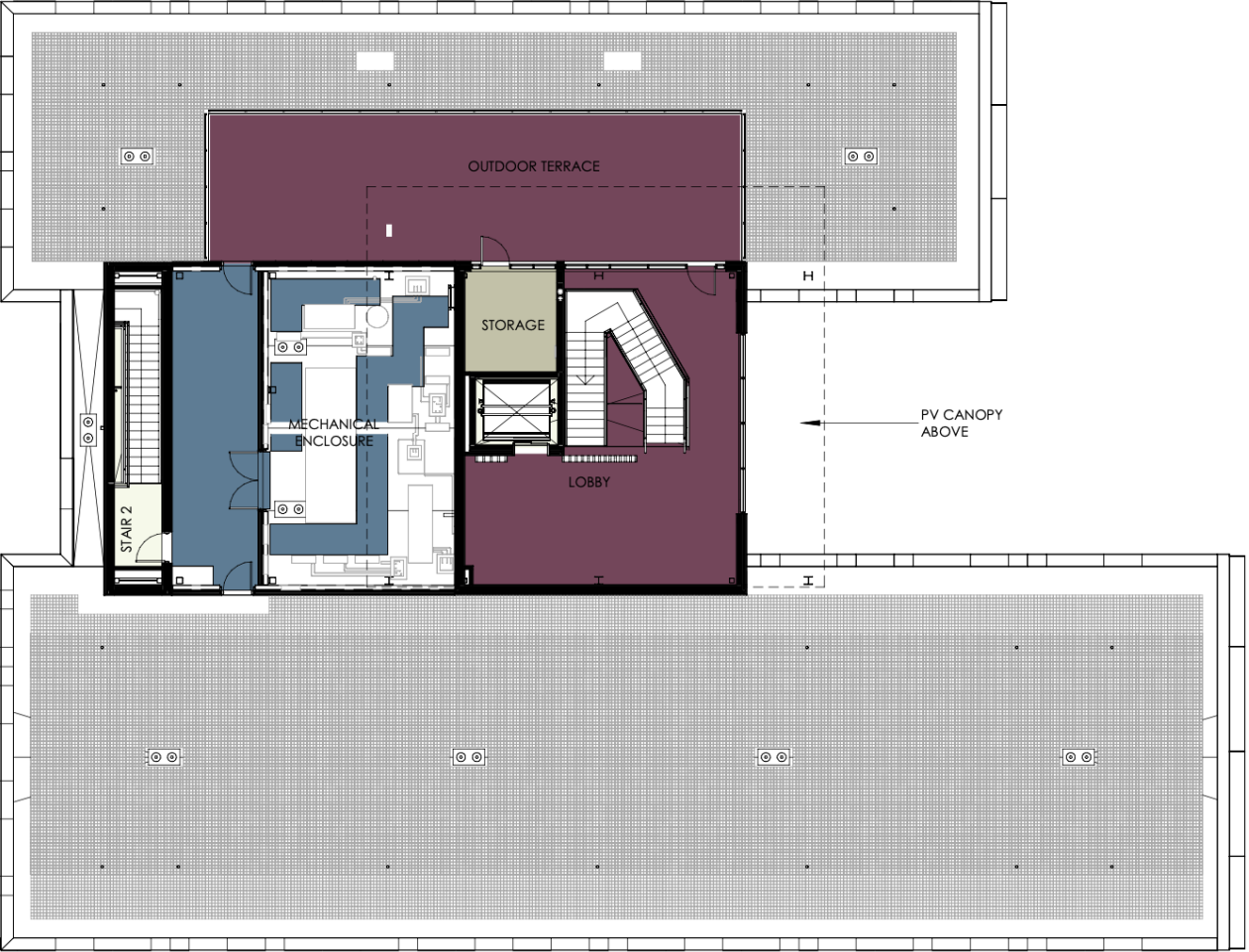
UNFINISHED AREA		
ROOM #	ROOM NAME	ACTUAL AREA
FIRST FLOOR		
110	TENANT SPACE	618 SF
116	TENANT SPACE	2381 SF
117	TENANT SPACE	1900 SF
		4899 SF
SECOND FLOOR		
211	TENANT SPACE	2251 SF
212	TENANT SPACE	2458 SF
213	TENANT SPACE	2969 SF
		7678 SF
		12577 SF





- AMENITY
- CIRCULATION
- LOBBY
- MEP
- SERVICE
- TENANT





- AMENITY
- CIRCULATION
- LOBBY
- MEP
- SERVICE
- TENANT



ADDENDUM 1 - RENT ADJUSTMENTS TO LEASE AGREEMENT DATED

BY AND BETWEEN

Folia

AND

THE MILL

The Monthly Rent payable by Tenant shall be increased on each anniversary of the Rent Commencement Date by 2.5% of the Monthly Rent in effect in the month immediately preceding such anniversary of the Rent Commencement Date.

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