

AGENDA
REDEVELOPMENT COMMISSION
January 6, 2025, 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/85462957430?pwd=0o3qNb3e1NgPS6kG7AbbJYZUihXcRx.1>

- I. ROLL CALL**
- II. READING OF THE MINUTES** –December 16, 2024
- III. EXAMINATION OF CLAIM REGISTERS** – December 20, 2024 for \$5,551,570.77 and December 26, 2024 for \$1,375,285.83
- IV. EXAMINATION OF PAYROLL REGISTERS** – December 13, 2024 for \$46,000.39
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. Business Development Update
 - E. Hopewell Update
- VI. NEW BUSINESS**
 - A. **Resolution 25-01:** Approval of the 2025 RDC Commission Schedule
 - B. **Resolution 25-02:** Approval of Maintenance of RDC Owned Property
 - C. **Resolution 25-03:** Approval of Funding for Appraisals for Property in the Allocation Areas
 - D. **Resolution 25-04:** Approval of Lease for the Forge with Vivum AI
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Monday, December 16, 2024, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with President Deborah Myerson presiding:
<https://catstv.net/m.php?q=14083>

I. ROLL CALL

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

Commissioners Absent: Sam Fleener (MCCSC Representative)

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; Cheryl Gilliland, Deputy Controller

Others Present: John Fernandez, Senior Vice-President, The Mill; Mary Krupinski, J.S. Held; Dave Askins, B-Square Bulletin; Jen Pearl, Bloomington Economic Development Corporation

II. READING OF THE MINUTES: John West moved to approve the December 2, 2024 minutes. Sue Sgambelluri seconded the motion. Randy Cassady abstained. The motion passed 4-0-1.

III. EXAMINATION OF CLAIM REGISTERS: Laurie McRobbie moved to approve the claims registers for November 8, 2024, for \$1,234,058.53 and November 22, 2024, for \$1,425,593.27. Randy Cassady seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS: Sue Sgambelluri moved to approve the payroll register for November 27, 2024, for \$42,348.47. Laurie McRobbie 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. Treasurer's Report: Jessica McClellan briefly reviewed the TIF status report.

C. Legal Report: Larry Allen reported that tonight is his last RDC meeting. His last day at the City of Bloomington is December 31, 2024. Commissioners and staff thanked Allen for all of his hard work and dedication to the City.

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

E. Trade District Updates: John Fernandez was available to answer questions.

F. Hopewell Update: Mary Krupinski reported receiving three responses for the Hopewell South public offering. U3 Advisors are reviewing the responses.

VI. NEW BUSINESS

A. Resolution 24-88: Approval of Forge Lease Agreement with Branchfire, Inc. d.b.a. Folia.

John Fernandez stated that the lease agreement between the Forge and Folia was discussed at the previous RDC meeting and was postponed until tonight's meeting. Fernandez reviewed the changes made to the agreement since the last meeting.

At the previous meeting, commissioners noted that parking details should probably be added to the lease. Fernandez stated that Section 30 was added to the end of the lease which states that tenants shall have the right but not the obligation to lease parking spaces monthly at the Trades District parking garage at the prevailing rate set by the City of Bloomington Parking Services.

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

Randy Cassady moved to approve Resolution 24-88. Sue Sgambelluri seconded the motion. The motion passed unanimously

B. Resolution 24-89: Conveyance Agreement for Kohr Building Parcel in Hopewell.

Larry Allen explained that the RDC received a proposal from Brinshore to redevelop the Kohr Building into affordable housing in partnership with the Bloomington Housing Authority and Centerstone. Under the submitted proposal, the RDC would convey the real estate lot to the Bloomington Housing Authority, and the property's limited partnership would own and operate the improvements and completed affordable housing complex. The RDC approved Resolution 23-53, approving the submission of a site control letter that stated its support for the project and the RDC's intent to convey the parcel. This Resolution is to approve the conveyance agreement with Bloomington Housing Authority for the sale of the Kohr property.

Allen answered questions from the commissioners.

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

John West moved to approve Resolution 24-89. Sue Sgambelluri seconded the motion. The motion passed unanimously.

C. Resolution 24-90: Amendment to Agreement with Studio Axis for the Forge Design.

Jane Kupersmith stated that the RDC approved an agreement with Axis to provide design services for the Forge project, which was first amended in Resolution 22-96. The total amount for the agreement as amended was \$411,532.50. Staff have negotiated a second amendment to the agreement to add reimbursable expenses not initially contemplated when the agreement was approved. The reimbursable costs include travel reimbursement, blueprints, and other detailed printing. Staff requests an additional \$6,208.26, bringing the total contract amount to \$417,740.76.

Allen and Kupersmith answered questions from the commissioners. Deborah Myerson asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 24-90. Sue Sgambelluri seconded the motion. The motion passed unanimously.

D. Resolution 24-91: Approval of MOU with the City of Bloomington for Encroachment in

Trades District. Maria McCormick explained that the construction of The Forge, which is substantially complete, has a concrete walkway that was constructed along the building as part of the project. The walkway was partially built in an existing platted alley and requires an

encroachment agreement with the City of Bloomington Board of Public Works. The Board of Public Works approved the encroachment agreement on December 3, 2024.

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

Sue Sgambelluri moved to approve Resolution 24-91. John West seconded the motion. The motion passed unanimously.

- E. Resolution 24-92: Approval of Construction Agreement with Duke Energy.** Larry Allen stated that as part of the construction of The Forge, a solar array has been installed. Connection of The Forge's solar array to the electrical grid requires an interconnection agreement with Duke Energy.

Deborah Myerson pointed out that the Resolution is missing the resolution number. Allen added the number (24-92) to the top of the resolution.

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

Laurie McRobbie moved to approve Resolution 24-92, with the amendment to add the resolution number. John West seconded the motion. The motion passed unanimously.

- F. Resolution 24-93: Approval of Payment for 4th Street Garage Repairs.** Larry Allen stated that although the 4th Street Garage has reached completion, the City needed to correct certain design defects along the storefront and commercial spaces. City staff negotiated an agreement with CSO Architects to retain \$63,526.66 from the original design fees to make necessary defect repairs. In resolution 24-03, the RDC approved an amended project review and approval form that supported the reallocation of the funds to repair the design defects. City staff contracted with Harrell-Fish Inc. to perform the repairs to the 4th Street Garage in an amount not to exceed \$55,000. The Board of Public Works approved the agreement with HFI on March 26, 2024.

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

John West moved to approve Resolution 24-93. Laurie McRobbie seconded the motion. The motion passed unanimously.

VII. BUSINESS/GENERAL DISCUSSION

- VIII. ADJOURNMENT** – Sue Sgambelluri moved to adjourn. Laurie McRobbie seconded. The meeting adjourned at 6:15 p.m.

Deborah Myerson, President

John West, Secretary

Date: _____



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

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

JESSICA MCCLELLAN
CONTROLLER

CONTROLLER'S OFFICE

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Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 12-20-2024 (\$5,551,570.77)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 12-07-2024 to 12-20-2024. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

Cheryl Gilliland-Deputy Controller
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 12-07-2024 to 12-20-2024, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

Larry Allen, City Attorney

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/20/24	Claims				\$5,551,570.77

\$5,551,570.77

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$5,551,570.77

Dated this 2nd day of Jan year of 2025.

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

Fiscal Office Cheryl J. Ireland



Board of Redevelopment Commission Claim

Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (50101)										
Department 15 - HAND										
Program 150500 - Housing										
Account 52420 - Other Supplies										
6530 - Office Depot, INC	396970517001	15-Toner Black for HP Printer	Paid by EFT # 63168		12/10/2024	12/10/2024	12/20/2024		12/20/2024	222.42
53442 - Paragon Micro, INC	55180163	15-Monitor for new staff positions (4)	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	559.96
5103 - Staples Contract & Commercial, INC	60135336002	15-Black Printer Cartridge	Paid by EFT # 63220		12/10/2024	12/10/2024	12/20/2024		12/20/2024	454.16
Account 52420 - Other Supplies Totals										
										\$1,236.54
Program 151000 - Neighborhood										
Account 53960 - Grants										
8803 - The Woodlands Winding Brook HOA Assoc. INC	NIGRANT-12.20.24	15-2024 Neighborhood Improv Grant-Resident Council-Retention Pon	Paid by EFT # 63232		12/10/2024	12/10/2024	12/20/2024		12/20/2024	7,400.00
Account 53960 - Grants Totals										
										\$7,400.00
Program 151000 - Neighborhood Totals										
										\$7,400.00
Program 151600 - Title 16										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	INCV-KHH-GVP7	15-Fluorescent light covers to help filter out light	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	146.94
6530 - Office Depot, INC	394150420001	15-Legal folders, Scissors for new Financial Specialist	Paid by EFT # 63168		12/10/2024	12/10/2024	12/20/2024		12/20/2024	167.28
Account 52110 - Office Supplies Totals										
										\$314.22
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GWP-NRLM-CPL6	15-IPad case ordered for R. Davis	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	23.99
Account 52420 - Other Supplies Totals										
										\$23.99
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006739938D	15-Public Notice-Pblic Hearing Notes #10647095	Paid by EFT # 63073		12/10/2024	12/10/2024	12/20/2024		12/20/2024	34.50
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006807860	15-Public Notice-11-19 Board of Housing Quality Appeals	Paid by EFT # 63073		12/10/2024	12/10/2024	12/20/2024		12/20/2024	38.50
Account 53320 - Advertising Totals										
										\$73.00
Account 53910 - Dues and Subscriptions										
6222 - Apple, INC	MB34953960	15-Microsoft 365 Subscription for J. Hewett	Paid by EFT # 62977		12/10/2024	12/10/2024	12/20/2024		12/20/2024	149.95
Account 53910 - Dues and Subscriptions Totals										
										\$149.95



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Fund 101 - General Fund (\$0101)										
Department 15 - HAND										
Program 151600 - Title 16										
Account 53990 - Other Services and Charges										
9148 - Office Easel LLC	127708A	15-Department Swag for Events - Lip Balm	Paid by EFT # 63169		12/10/2024	12/10/2024	12/20/2024		12/20/2024	257.39
				Account 53990 - Other Services and Charges Totals						\$257.39
				Program 151600 - Title 16 Totals						\$818.55
				Department 15 - HAND Totals						\$9,455.09
				Fund 101 - General Fund (\$0101) Totals						\$9,455.09
Fund 153 - LIT - Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
19173 - A-1 Town Homes & Apartments, LLC	R101-Carter	15-R101 - C. Carter-1529 S Dorchester Dr	Paid by Check # 79475		12/10/2024	12/10/2024	12/20/2024		12/20/2024	500.00
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WDG-GFRX-WFGR	15-Supplies/equipment for block party trailer	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	730.03
7372 - CDFI Friendly Bloomington, INC	GRANT-12.6.24	15-Affordable Housing Grant	Paid by EFT # 63022		12/10/2024	12/10/2024	12/20/2024		12/20/2024	50,000.00
9590 - Marianne Dorsey	NIGRANT-2024	15-Neighborhood Improvement Grant-Park Ridge East/plants & labor	Paid by EFT # 63049		12/10/2024	12/10/2024	12/20/2024		12/20/2024	595.18
8658 - Kleindorfer's Hardware LLC	763549	15-credit for trailer lock	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(37.99)
8658 - Kleindorfer's Hardware LLC	763761	15-Pad lock, ball & hitch, hitch lock for Block Party Trailer	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	98.96
7704 - Andrew Meyer	R101-Canada	15-Rent Deposit for Canada - 7656 N Highway 45	Paid by Check # 79486		12/10/2024	12/10/2024	12/20/2024		12/20/2024	500.00
9591 - Scott Stucky	NIGRANT-12.4.24	15-Neighborhood Improvement Grant-Park Ridge East	Paid by EFT # 63224		12/10/2024	12/10/2024	12/20/2024		12/20/2024	133.96
1709 - John Bethell Title Company, INC	CLSNG-12.16.2024	15-Down payment-711 W. Cherokee Drive-Greenaway	Paid by EFT # 62963		12/13/2024	12/13/2024	12/13/2024		12/13/2024	10,000.00
1785 - Monroe County Land Title Co., INC (Title Plus)	CLSNG-12.20.2024	15-Down payment-1541 N. Breckenridge Rd-Pines	Paid by EFT # 62964		12/19/2024	12/19/2024	12/19/2024		12/19/2024	10,000.00



Board of Redevelopment Commission Claim

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 153 - LIT – Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
1785 - Monroe County Land Title Co., INC (Title Plus)	24A	CLSNG12.20.20 15-Down payment- 1990 S Bernard Dr- Mendoza-Gomez	Paid by EFT # 62965		12/19/2024	12/19/2024	12/19/2024		12/19/2024	25,000.00
Account 53960 - Grants Totals										\$97,520.14
Account 53990 - Other Services and Charges										
9091 - Flock Group INC (Flock Safety)	12.1.24	15-Mobile Security Trailer to support Neighborhood Security	Paid by EFT # 63070		12/10/2024	12/10/2024	12/20/2024		12/20/2024	50,000.00
7862 - Torrance E Hamilton (Winslow Ranch Marketing, LLC)	1502	15-Social Media Marketing for the HAND Department - 11/30/24	Paid by EFT # 63081		12/10/2024	12/10/2024	12/20/2024		12/20/2024	580.00
Account 53990 - Other Services and Charges Totals										\$50,580.00
Program 150000 - Main Totals										\$148,100.14
Department 15 - HAND Totals										\$148,100.14
Fund 153 - LIT – Economic Development Totals										\$148,100.14
Fund 176 - ARPA Local Fiscal Recvry (S9512)										
Department 15 - HAND										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53960 - Grants										
1618 - Beacon,INC (Shalom)	11.12.24	15-ARPA-The Development of the Beacon Center	Paid by EFT # 62990		12/10/2024	12/10/2024	12/20/2024		12/20/2024	600,000.00
Account 53960 - Grants Totals										\$600,000.00
Program G21005 - ARPA COVID Local Fiscal Recovery Totals										\$600,000.00
Department 15 - HAND Totals										\$600,000.00
Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals										\$600,000.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 250 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006739938C	15-Public Notice-Community Development Block Grant	Paid by EFT # 554		12/10/2024	12/10/2024	12/20/2024		12/20/2024	28.50
Account 53320 - Advertising Totals										\$28.50
Account 53910 - Dues and Subscriptions										
259 - Indiana Association Of Cities & Towns (AIm)	RAIDUES-2025	15-Annual Dues Anna Killion-Hanson -7/1/24-6/30/25	Paid by Check # 10500		12/10/2024	12/10/2024	12/20/2024		12/20/2024	125.00
53442 - Paragon Micro, INC	55180602	15-Adobe Acrobat Pro for teams -Two new positions	Paid by EFT # 556		12/10/2024	12/10/2024	12/20/2024		12/20/2024	481.98
Account 53910 - Dues and Subscriptions Totals										\$606.98
Account 53960 - Grants										
7768 - Bloomington Cooperative Living Incorporated	CDBG-10.19.2024	15-CDBG-exterior walls, cellulose insulation, caulk/seal masonry	Paid by EFT # 553		12/10/2024	12/10/2024	12/20/2024		12/20/2024	36,890.00
6900 - Northeast & Bucks Co (Mullin & Lonergan Assoc)	1291-04/05	15-Consultant Serv-5 year consolidated Plan - 10/31/24	Paid by EFT # 555		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,901.25
Account 53960 - Grants Totals										\$38,791.25
Program 150000 - Main Totals										\$39,426.73
Department 15 - HAND Totals										\$39,426.73
Fund 250 - CDBG Totals										\$39,426.73
Fund 254 - HOME										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
205 - City Of Bloomington	000436673	15-HOME-Mo Co Rec-recording fees-1986 Bernard	Paid by Check # 5528		12/10/2024	12/10/2024	12/20/2024		12/20/2024	105.00
666 - Habitat For Humanity of Monroe County INC	H4H-12.2.24	15-HOME-New Construction-Habitat House--1004 W Cottage Grove-Fina	Paid by EFT # 289		12/10/2024	12/10/2024	12/20/2024		12/20/2024	6,000.00
Account 53990 - Other Services and Charges Totals										\$6,105.00
Program 150000 - Main Totals										\$6,105.00
Department 15 - HAND Totals										\$6,105.00
Fund 254 - HOME Totals										\$6,105.00



Board of Redevelopment Commission Claim

Register

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 408 - Unsafe Housing										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
18036 - 4 U Lawn and Landscape, LLC	3457	15-Abatement for 105 E Driscoll on 11-22-24	Paid by EFT # 62967		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,950.00
2369 - BFW Crane, INC	702469-1	15-Structural Engineering Services for Princess Theatre	Paid by EFT # 62992		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,500.00
8253 - Fire Dawgs, INC	436	15-Abement located at 530 S Washington	Paid by EFT # 63066		12/10/2024	12/10/2024	12/20/2024		12/20/2024	7,495.13
Account 53990 - Other Services and Charges Totals										
										\$10,945.13
Program 150000 - Main Totals										\$10,945.13
Department 15 - HAND Totals										\$10,945.13
Fund 408 - Unsafe Housing Totals										\$10,945.13
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159000 - Admin										
Account 53810 - Principal										
50587 - Barnes & Thornburg LLP	3332143	06-Bond Counsel Services 2024 TIF Refunding Bonds-6/20-11/7	Paid by EFT # 62988		12/10/2024	12/10/2024	12/20/2024		12/20/2024	50,084.00
7255 - BOKF, NA	Nov 7, 2024	06-TIF 2024 Refunding Bond closing fees-11/7/2024	Paid by EFT # 63004		12/10/2024	12/10/2024	12/20/2024		12/20/2024	950.00
7385 - Frost Brown Todd LLC	210491930	06-Underwriting services for 2024 TIF Refunding Bonds	Paid by EFT # 63071		12/10/2024	12/10/2024	12/20/2024		12/20/2024	20,000.00
391 - O. W. Krohn & Associates, LLP	11.7.24	15- Professional Services for 2024 TIF Refunding Bonds	Paid by EFT # 63166		12/10/2024	12/10/2024	12/20/2024		12/20/2024	65,000.00
1125 - Standard and Poors, LLC (S&P Global Ratings)	11483154	06-Analytical Services for 2024 TIF Refunding Bonds	Paid by EFT # 63219		12/10/2024	12/10/2024	12/20/2024		12/20/2024	33,012.00
Account 53810 - Principal Totals										\$169,046.00
Program 159000 - Admin Totals										\$169,046.00
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
8809 - U3 Advisors, INC	4028-024-11	15-Project Management-development of Hopewell -Oct/Nov 2024	Paid by EFT # 63243		12/10/2024	12/10/2024	12/20/2024		12/20/2024	30,442.00



Board of Redevelopment Commission Claim

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Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
19362 - CrossRoad Engineers, PC	241676	15-Hopewell West-Jackson Street 09/28/24-10/25/24	Paid by EFT # 63038		12/10/2024	12/10/2024	12/20/2024		12/20/2024	22,990.30
18844 - First Financial Bank, N.A.	MILHOPEPHIE-AP14	15-Milestone-Hopewell PH1 E. Infrastructure- Oct 2024-App 14	Paid by Check # 79477		12/10/2024	12/10/2024	12/20/2024		12/20/2024	57,101.79
2671 - Hannum, Wagle & Cline Engineering (HWC Engineering)	2022-258-I-00019	15-1st Street Reconstruction-CE 10/28/24-11/24/24	Paid by EFT # 63083		12/10/2024	12/10/2024	12/20/2024		12/20/2024	37,442.12
19278 - Milestone Contractors, LP	MILHOPEPHIE-AP14	15-Hopewell Phase 1 East Infrastructure 10/1-10/31/24-App 14	Paid by EFT # 63147		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,084,934.01
3444 - Rundell Ernstberger Associates, INC	2022-1671-25	15-Hopewell Phase 1 East - Inspection -serv thru 10/31/24	Paid by EFT # 63203		12/10/2024	12/10/2024	12/20/2024		12/20/2024	52,652.25
9526 - Boonyama LLC	8	04-Hopewell Commons, Submitting schematic design	Paid by EFT # 63005		12/10/2024	12/10/2024	12/20/2024		12/20/2024	30,000.00
6330 - Marshall Security LLC	HOPEWELL-002	15-Hopewell Security Patrol - 11/1-11/30/24	Paid by EFT # 63131		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9,666.00
6330 - Marshall Security LLC	HOPEWELL-001	15-Hopewell Security Officer Staffing 10/01/24-10/31/24	Paid by EFT # 63131		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9,988.20
231 - IU Health OCC Health Services	HOPEWELL-12.2024	06-Hopewell-IU Health-Hospital site purchase-FINAL PAYMENT	Paid by EFT # 62966		12/20/2024	12/20/2024	12/20/2024		12/20/2024	2,500,000.00
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
18844 - First Financial Bank, N.A.	WDELECTECH-App 6	04-Electrical-Woods Electric-Tech Center-EDA#06-79-06311-App 6	Paid by Check # 79479		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9,975.00
595 - Weddle Bros Construction Co., INC	107036	04-PA# 17-Net Changes per Change Order - Tech Center - FINAL	Paid by EFT # 63252		12/10/2024	12/10/2024	12/20/2024		12/20/2024	47,080.00
Account 53990 - Other Services and Charges Totals										\$3,835,216.67
Program 159001 - Adams Crossing Area Totals										\$3,835,216.67
Account 53990 - Other Services and Charges Totals										\$3,835,216.67
Program 159001 - Adams Crossing Area Totals										\$3,835,216.67



Board of Redevelopment Commission Claim

Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
11611 - Woods Electrical Contractors, INC	WDELECTECH- App 6	04-Electrical Contracting-Tech Center-EDA#06-79- 06311- App 6	Paid by EFT # 63261		12/10/2024	12/10/2024	12/20/2024		12/20/2024	189,525.00
Account 53990 - Other Services and Charges Totals										<u>\$246,580.00</u>
Program 159002 - Downtown Area Totals										<u>\$246,580.00</u>
Program 159006 - West 17th Street Area										
Account 53990 - Other Services and Charges										
19362 - CrossRoad Engineers, PC	241853	07-B-Line Extension (CE) 09/28/24- 10/25/24	Paid by EFT # 63038		12/10/2024	12/10/2024	12/20/2024		12/20/2024	28,974.75
Account 53990 - Other Services and Charges Totals										<u>\$28,974.75</u>
Program 159006 - West 17th Street Area Totals										<u>\$28,974.75</u>
Department 15 - HAND Totals										<u>\$4,279,817.42</u>
Fund 439 - Consolidated TIF Totals										<u>\$4,279,817.42</u>
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000562	15-Lawn Maint-Rogers and Madison Street Prop-Nov 2024	Paid by EFT # 63014		12/10/2024	12/10/2024	12/20/2024		12/20/2024	335.00
7402 - Nature's Way, INC	66863	15-Holiday plants for City Hall	Paid by EFT # 63162		12/10/2024	12/10/2024	12/20/2024		12/20/2024	150.00
7402 - Nature's Way, INC	66914	15-Monthly Interior Maint-Showers West Plaza-12/1/24	Paid by EFT # 63162		12/10/2024	12/10/2024	12/20/2024		12/20/2024	276.85
6688 - SSW Enterprises, LLC (Office Pride)	Inv-236720	15-Janitorial Serv-5x per week- Showers West-inc CR -12/1/24	Paid by EFT # 63217		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,561.30
392 - Koorsen Fire & Security, INC	IN00820039	06-quarterly fire alarm monitoring - 12/01/24- 02/28/25	Paid by EFT # 63119		12/10/2024	12/10/2024	12/20/2024		12/20/2024	150.00
6714 - Dimension Mill, INC	2037	06-Initial Capital Reserve Fund Contribution for The Forge	Paid by EFT # 63047		12/10/2024	12/10/2024	12/20/2024		12/20/2024	100,000.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7402 - Nature's Way, INC	66916	06-Monthly Interior Maintenance/College Square - 12/1/24	Paid by EFT # 63162		12/10/2024	12/10/2024	12/20/2024		12/20/2024	93.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-236324	06-Janitorial Service at College Square - 12/1/24	Paid by EFT # 63217		12/10/2024	12/10/2024	12/20/2024		12/20/2024	397.50
656 - B&L Sheet Metal and Roofing, INC	2180434	04-Repairs to The Mill 10/22/2024	Paid by EFT # 62984		12/10/2024	12/10/2024	12/20/2024		12/20/2024	657.96
656 - B&L Sheet Metal and Roofing, INC	2190074	04- Roof Repairs RM101 The Mill 10/22/2024	Paid by EFT # 62984		12/10/2024	12/10/2024	12/20/2024		12/20/2024	662.24
656 - B&L Sheet Metal and Roofing, INC	2197947	04-Roof repair-Certified Tech Park- 631 N Morton St-11/11/24	Paid by EFT # 62984		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,700.00
656 - B&L Sheet Metal and Roofing, INC	2197960	04- Roof Repairs-College Square Bldg- 216 S College-10/22/24	Paid by EFT # 62984		12/10/2024	12/10/2024	12/20/2024		12/20/2024	2,850.00
9581 - Compass Commercial Construction Group	COMPTRADE-APP 1	04-Trades Garage Buildout through 09/30/24 - App 1	Paid by EFT # 63032		12/10/2024	12/10/2024	12/20/2024		12/20/2024	19,428.45
9581 - Compass Commercial Construction Group	COMPTRADE-APP 2	04-Trades Garage Buildout through 10/31/24 - App 2	Paid by EFT # 63032		12/10/2024	12/10/2024	12/20/2024		12/20/2024	29,479.45
9581 - Compass Commercial Construction Group	COMPTRADE-APP 3	04-Trades Garage Buildout through 11/30/24 - App 3	Paid by EFT # 63032		12/10/2024	12/10/2024	12/20/2024		12/20/2024	248,305.30
223 - Duke Energy	9101704000361124	15-617 N Madison St-Fire Pump-elec chgs 10/24/24-11/20/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	23.18
223 - Duke Energy	9101702177241224	15-617 N Madison St-Tech Ctr-elec chgs 10/24/24-11/20/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	1,991.52
223 - Duke Energy	9101205757281124	15-105 4th St W Misc Office 4-elec chgs 10/29/24-11/25/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	140.72
223 - Duke Energy	9101212104031124	15-105 W 4th St Misc Office 1-elec chgs 10/29/24-11/25/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	25.25
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888952-4110624	15-489 W. 10th St-Unit #2-gas bill 10/02/24-11/01/24	Paid by Check # 79471		12/11/2024	12/11/2024	12/11/2024		12/11/2024	48.77



Board of Redevelopment Commission Claim

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Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
223 - Duke Energy	9101205758431	04-College Sq-200 S. College Ave-elec. chgs	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	54.93
223 - Duke Energy	9101205761751	04-College Sq-202 S College-elec. bill	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	31.69
223 - Duke Energy	9101205753641	04-College Sq-204 S. College Ave-electric bill	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	243.01
223 - Duke Energy	9101205762901	04-College Sq-208 S. College-elec. bill	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	241.15
223 - Duke Energy	9101205763991	04-College Sq-210 S. College Ave-elec. chgs	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	199.38
223 - Duke Energy	9101205752311	04-216 S. College-elec chgs 10/29/24-	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	103.63
223 - Duke Energy	9101205760181	04-College Sq-222 S College Ave -elec bill	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	178.13
223 - Duke Energy	9101205756791	04-College Sq-222 S College Ave - elec serv	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	261.73
223 - Duke Energy	9101205750331	04-College Sq-226 S. College Ave-elec chgs	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	368.22
7414 - MAP Communications, INC (Live Voice)	000034-850-621	06-Answering Service for College Square- December 2024	Paid by Check # 79472		12/11/2024	12/11/2024	12/11/2024		12/11/2024	50.48
12283 - Smithville Communications	401NMRTN-120124	25-Smithville-Internet includes BFD December 2024-	Paid by Check # 79473		12/11/2024	12/11/2024	12/11/2024		12/11/2024	385.00
223 - Duke Energy	9101205749171	15-489 10th St W. Misc:Cmtrl Spce-elec. chgs 10/23/24-	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	437.54
223 - Duke Energy	9101205748681	15-105 W 4th St- Misc:Office 2-elec chgs 10/29/24-11/25/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	55.74



Board of Redevelopment Commission Claim

Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12983827-2120624	04-College Sq-200 S. College-gas bill 11/02/24-12/03/24	Edit		12/18/2024	12/18/2024	12/18/2024			157.89
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888138-0120624	04-College Sq-216 S. College-gas bill 11/02/24-12/03/24	Edit		12/18/2024	12/18/2024	12/18/2024			100.08
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887439-3120624	15-627 N Morton-gas bill 11/02/24-12/03/24	Edit		12/18/2024	12/18/2024	12/18/2024			56.06
208 - City Of Bloomington Utilities	17199-0021124	04-206 S. College-water/sewer bill-November 2024	Edit		12/18/2024	12/18/2024	12/18/2024			195.20
208 - City Of Bloomington Utilities	14660-0041124	04-College Sq-216 S. College-water/sewer bill-November 2024	Edit		12/18/2024	12/18/2024	12/18/2024			148.95
Account 53990 - Other Services and Charges Totals										\$412,545.30
Program 150000 - Main Totals										\$412,545.30
Department 15 - HAND Totals										\$412,545.30
Fund 444 - RDC Totals										\$412,545.30
Fund 905 - Housing Develop (Ord16-41)(S9506)										
Department 15 - HAND										
Program 150500 - Housing										
Account 53960 - Grants										
56 - Middle Way House, INC	000101170	15-MWH The Rise Nov 2024 payroll & utilities # 79487	Paid by Check		12/10/2024	12/10/2024	12/20/2024			8,825.96
Account 53990 - Other Services and Charges Totals										\$8,825.96
9321 - Avalon Community Land Trust	1500W8th-12.2.24	15-1500 W. 8th St-subsidizing/flooring	Paid by EFT # 62981		12/10/2024	12/10/2024	12/20/2024			35,000.00
7768 - Bloomington Cooperative Living Incorporated	Nov-24	15-Housing Dev Fund-410 W. Kirkwood Ave-Nov 2024 bookkeepingng	Paid by EFT # 62998		12/10/2024	12/10/2024	12/20/2024			1,350.00
Account 53990 - Other Services and Charges Totals										\$36,350.00
Program 150500 - Housing Totals										\$45,175.96
Department 15 - HAND Totals										\$45,175.96
Fund 905 - Housing Develop (Ord16-41)(S9506) Totals										\$45,175.96
Grand Totals										\$5,551,570.77



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

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

JESSICA MCCLELLAN
CONTROLLER

CONTROLLER'S OFFICE

p 812.349.3412
f 812.349.3456
controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 12-26-2024 (\$1,375,285.83)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 12-21-2024 to 12-26-2024. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.



Cheryl Gilliland-Deputy Controller
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 12-21-2024 to 12-26-2024, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

City Attorney

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/26/24	Claims				\$1,375,285.83

\$1,375,285.83

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$1,375,285.83

Dated this 2nd day of Jun year of 2025.

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

Fiscal Office Cheryl Muliland



Board of Redevelopment Commission Claim

Register

Invoice Date Range 12/21/24 - 12/26/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 15 - HAND										
Program 151600 - Title 16										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	398418136001	15-Letter opener-T Caswell	Paid by EFT # 63398		12/23/2024	12/23/2024	12/26/2024		12/26/2024	4.33
6530 - Office Depot, INC	398418135001	15-Wall Calendar for B. Collins	Paid by EFT # 63398		12/23/2024	12/23/2024	12/26/2024		12/26/2024	12.99
Account 52110 - Office Supplies Totals										\$17.32
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HJ9-9X6T-NGKG	15-Wireless headset for T. Radewan	Paid by EFT # 63284		12/23/2024	12/23/2024	12/26/2024		12/26/2024	198.00
Account 52420 - Other Supplies Totals										\$198.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321	06-cell phone chgs 11/12-12/11/24-Inv.	Paid by Check # 79564		12/24/2024	12/24/2024	12/24/2024		12/24/2024	245.75
13969 - AT&T Mobility II, LLC	287297421132X121920	24								
13969 - AT&T Mobility II, LLC	2873273216181	06-Unlim'd LTE Laptb/Hotsp-11/12-12/11/24-	Paid by Check # 79567		12/24/2024	12/24/2024	12/24/2024		12/24/2024	29.24
13969 - AT&T Mobility II, LLC	287327321618X121920	24								
Account 53210 - Telephone Totals										\$274.99
Account 53990 - Other Services and Charges										
2128 - Van Ausdall & Farrar, INC	637799	15-Digitization for Rental Files - November 2024	Paid by EFT # 63443		12/23/2024	12/23/2024	12/26/2024		12/26/2024	5,625.60
798 - Winters Associates Promotional Products, INC	115509	15-Hats, Shirts, Jackets with the HAND Logo for HAND employees	Paid by EFT # 63454		12/23/2024	12/23/2024	12/26/2024		12/26/2024	1,903.50
Account 53990 - Other Services and Charges Totals										\$7,529.10
Program 151600 - Title 16 Totals										\$8,019.41
Program 152000 - Historic Preservation										
Account 53960 - Grants										
9081 - Elizabeth M Mitchell	0000006	15-research/videographer-African American Walking Tour-12/12	Paid by EFT # 63387		12/23/2024	12/23/2024	12/26/2024		12/26/2024	5,790.00
Account 53960 - Grants Totals										\$5,790.00
Program 152000 - Historic Preservation Totals										\$5,790.00
Department 15 - HAND Totals										\$13,809.41
Fund 101 - General Fund (S0101) Totals										\$13,809.41



Register

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Invoice Transactions 3	\$2,024.9
Invoice Transactions 3	\$2,024.9
Invoice Transactions 3	\$2,024.9
Invoice Transactions 3	\$2,024.9

Invoice Transactions 1	\$568,000.
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Invoice Transactions 1	\$3,421.
Invoice Transactions 1	\$3,421.
Invoice Transactions 1	\$3,421.
Invoice Transactions 1	\$3,421.



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Invoice Date Range 12/21/24 - 12/26/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
7808 - J.S. Held LLC	INV-01US-0214884	15-Project Management for Hopewell Site - November 2024	Paid by EFT # 63364		12/23/2024	12/23/2024	12/26/2024		12/26/2024	7,279.00
5900 - VET Environmental Engineering, LLC	8022	15-Environmental Services-Hopewell Develop. 9/9/24-12/10/24	Paid by EFT # 63448		12/23/2024	12/23/2024	12/26/2024		12/26/2024	10,718.94
Account 53990 - Other Services and Charges Totals										
Program 159001 - Adams Crossing Area Totals										
										<u>\$17,997.94</u>
										\$17,997.94
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
3885 - Building Associates, INC	BLDAS-TECHCTR-13	04-Trades District Tech Center-App 13 (Inv #15015)	Paid by EFT # 63311		12/23/2024	12/23/2024	12/26/2024		12/26/2024	443,176.93
5149 - E&B Paving, INC	E&BTECHCTR-APP 6	04-Paving for Tech Center-App 6-Inv #30062095	Paid by EFT # 63333		12/23/2024	12/23/2024	12/26/2024		12/26/2024	246,012.95
18844 - First Financial Bank, N.A.	BLDAS-TECHCTR-13	04-Trades District Tech Ctr-Bldg Assoc-App #13	Paid by Check # 79547		12/23/2024	12/23/2024	12/26/2024		12/26/2024	23,325.10
321 - Harrell Fish, INC (HFI)	1005156	26-condensing drain pans 4th ST garage HVAC-design flaw-10/22/24	Paid by EFT # 63350		12/23/2024	12/23/2024	12/23/2024		12/26/2024	52,500.00
Account 53990 - Other Services and Charges Totals										
Program 159002 - Downtown Area Totals										
										<u>\$765,014.98</u>
										\$765,014.98
Department 15 - HAND Totals										
										<u>\$783,012.92</u>
										\$783,012.92
Fund 439 - Consolidated TIF Totals										
										<u>\$783,012.92</u>
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
321 - Harrell Fish, INC (HFI)	ZW19942	04-Toilet Repair in Showers West gym area-11/19	Paid by EFT # 63350		12/23/2024	12/23/2024	12/26/2024		12/26/2024	590.57
7077 - Kings III of America, LLC (Kings III Emergency)	2800971	04-Emergency Phone Monitoring-College Sq Elevator-9/1-11/30	Paid by EFT # 63367		12/23/2024	12/23/2024	12/26/2024		12/26/2024	154.86



Board of Redevelopment Commission Claim

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Invoice Date Range 12/21/24 - 12/26/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7077 - Kings III of America, LLC (Kings III Emergency)	2880528	04- Emergency Phone Monitoring-College Sq Elev-12/1/24-1/29/25	Paid by EFT # 63367		12/23/2024	12/23/2024	12/26/2024		12/26/2024	103.87
7402 - Nature's Way, INC	67053	04-Landscaping Services-Trades District 11/27/24	Paid by EFT # 63394		12/23/2024	12/23/2024	12/26/2024		12/26/2024	924.00
7402 - Nature's Way, INC	67054	04-Landscaping Serv-Trades Dist Pkg Garage-12/06/24	Paid by EFT # 63394		12/23/2024	12/23/2024	12/26/2024		12/26/2024	95.00
4443 - The Sherwin Williams Company	8505-2	04-Paint Supplies for the Mill-paint, drop cloth, trays, pails	Paid by EFT # 63433		12/23/2024	12/23/2024	12/26/2024		12/26/2024	1,424.63
4443 - The Sherwin Williams Company	8541-7	04-Paint Supplies for the Mill-paint	Paid by EFT # 63433		12/23/2024	12/23/2024	12/26/2024		12/26/2024	707.99
4443 - The Sherwin Williams Company	8543-3	04-Paint Supplies for the Mill-paint	Paid by EFT # 63433		12/23/2024	12/23/2024	12/26/2024		12/26/2024	707.99
364 - Rumpke Of Indiana, LLC	3700202044-1224	15-Trash Service at 320 W 8th - Showers West - December 2024	Paid by EFT # 63420		12/23/2024	12/23/2024	12/26/2024		12/26/2024	123.81
208 - City Of Bloomington Utilities	4995-004 1124	15-627 N Morton Street-water/sewer bill November 2024	Paid by Check # 79520		12/24/2024	12/24/2024	12/24/2024		12/24/2024	61.39
223 - Duke Energy	9101205751661 224	15-627 N Morton-elec chgs 11/02/24-12/02/24	Paid by Check # 79522		12/24/2024	12/24/2024	12/24/2024		12/24/2024	93.24
223 - Duke Energy	9101205760681 224	15-Trades District-Outdoor Lighting-elec chgs 11/15/24-12/13/24	Open		12/26/2024	12/26/2024	12/26/2024		12/26/2024	30.21
Account 53990 - Other Services and Charges Totals										Invoice Transactions 12
Program 150000 - Main Totals										Invoice Transactions 12
Department 15 - HAND Totals										Invoice Transactions 12
Fund 444 - RDC Totals										Invoice Transactions 12
Grand Totals										Invoice Transactions 31
										\$5,017.56
										\$5,017.56
										\$5,017.56
										\$1,375,285.83



KERRY THOMSON

JESSICA MCCLELLAN

MAYOR

CONTROLLER

CITY OF BLOOMINGTON

401 N Morton St

Post Office Box 100
Bloomington IN 47402

CONTROLLER'S OFFICE

p 812.349.3416

f 812.349.3456
controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: December 13, 2024
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 11/25/2024 to 12/08/2024. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.



Jessica McClellan
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 12/13/24 - 12/13/24

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	12/13/2024	2,277.44		.00	200.27	138.84	32.47	67.86	42.75	178.23	1,617.02
			.00	.00	2,139.39	2,239.39	2,239.39	2,139.39	2,139.39		
		\$2,277.44	\$0.00	\$0.00	\$200.27	\$138.84	\$32.47	\$67.86	\$42.75	\$178.23	\$1,617.02
10000 Bixler, Daniel R 2594	12/13/2024	1,705.68		.00	128.81	95.71	22.39	48.63	30.64	191.83	1,187.67
			.00	.00	1,543.95	1,543.95	1,543.95	1,543.95	1,543.95		
		\$1,705.68	\$0.00	\$0.00	\$128.81	\$95.71	\$22.39	\$48.63	\$30.64	\$191.83	\$1,187.67
2972 Caswell, Tammy M	12/13/2024	2,134.62		.00	158.52	130.92	30.61	67.72	45.08	80.70	1,621.07
			.00	.00	2,096.61	2,111.61	2,111.61	2,096.61	2,096.61		
		\$2,134.62	\$0.00	\$0.00	\$158.52	\$130.92	\$30.61	\$67.72	\$45.08	\$80.70	\$1,621.07
10000 Collins, Barry 0111	12/13/2024	1,200.00		.00	187.31	74.40	17.40	38.76	21.00	.00	861.13
			.00	.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00		
		\$1,200.00	\$0.00	\$0.00	\$187.31	\$74.40	\$17.40	\$38.76	\$21.00	\$0.00	\$861.13
2771 Council, David R	12/13/2024	1,742.80		.00	73.66	88.88	20.79	42.80	26.97	400.90	1,088.80
			.00	.00	1,363.54	1,433.54	1,433.54	1,363.54	1,363.54		
		\$1,742.80	\$0.00	\$0.00	\$73.66	\$88.88	\$20.79	\$42.80	\$26.97	\$400.90	\$1,088.80
3232 Davis, Rebecca D	12/13/2024	1,857.69		.00	174.17	111.14	25.99	56.74	35.75	106.35	1,347.55
			.00	.00	1,756.54	1,792.54	1,792.54	1,756.54	1,756.54		
		\$1,857.69	\$0.00	\$0.00	\$174.17	\$111.14	\$25.99	\$56.74	\$35.75	\$106.35	\$1,347.55
10000 Finley, Christina L 0187	12/13/2024	3,603.84		.00	551.04	223.85	52.35	115.05	73.27	33.78	2,554.50
			.00	.00	3,600.34	3,610.34	3,610.34	3,600.34	3,600.34		
		\$3,603.84	\$0.00	\$0.00	\$551.04	\$223.85	\$52.35	\$115.05	\$73.27	\$33.78	\$2,554.50
2393 Hayes, Chastina J	12/13/2024	1,924.69		.00	148.18	116.40	27.22	59.83	32.42	218.30	1,322.34
			.00	.00	1,852.42	1,877.42	1,877.42	1,852.42	1,852.42		
		\$1,924.69	\$0.00	\$0.00	\$148.18	\$116.40	\$27.22	\$59.83	\$32.42	\$218.30	\$1,322.34
3496 Hershman, Felicia J	12/13/2024	1,730.76		.00	124.31	102.52	23.97	53.41	33.65	99.91	1,292.99
			.00	.00	1,653.54	1,653.54	1,653.54	1,653.54	1,653.54		
		\$1,730.76	\$0.00	\$0.00	\$124.31	\$102.52	\$23.97	\$53.41	\$33.65	\$99.91	\$1,292.99
			\$0.00	\$0.00	\$1,653.54	\$1,653.54	\$1,653.54	\$1,653.54	\$1,653.54		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 12/13/24 - 12/13/24

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Hewett, John H 0251	12/13/2024	4,838.76		.00	775.61	293.10	68.55	147.85	93.15	454.02	3,006.48
			.00	.00	4,577.46	4,727.46	4,727.46	4,577.46	4,577.46		
		\$4,838.76		\$0.00	\$775.61	\$293.10	\$68.55	\$147.85	\$93.15	\$454.02	\$3,006.48
			\$0.00	\$0.00	\$4,577.46	\$4,727.46	\$4,727.46	\$4,577.46	\$4,577.46		
3183 Hyten LaFontaine, Stephanie L	12/13/2024	2,301.92		.00	155.94	139.79	32.69	50.59	31.87	697.27	1,193.77
			.00	.00	1,604.65	2,254.65	2,254.65	1,604.65	1,604.65		
		\$2,301.92		\$0.00	\$155.94	\$139.79	\$32.69	\$50.59	\$31.87	\$697.27	\$1,193.77
			\$0.00	\$0.00	\$1,604.65	\$2,254.65	\$2,254.65	\$1,604.65	\$1,604.65		
3306 Killion-Hanson, Anna	12/13/2024	4,507.15		.00	282.96	264.79	61.93	137.95	86.91	236.36	3,436.25
			.00	.00	4,270.79	4,270.79	4,270.79	4,270.79	4,270.79		
		\$4,507.15		\$0.00	\$282.96	\$264.79	\$61.93	\$137.95	\$86.91	\$236.36	\$3,436.25
			\$0.00	\$0.00	\$4,270.79	\$4,270.79	\$4,270.79	\$4,270.79	\$4,270.79		
1516 Liford, Kenneth T	12/13/2024	1,896.31		.00	130.88	117.57	27.50	60.28	37.98	46.60	1,475.50
			.00	.00	1,866.31	1,896.31	1,896.31	1,866.31	1,866.31		
		\$1,896.31		\$0.00	\$130.88	\$117.57	\$27.50	\$60.28	\$37.98	\$46.60	\$1,475.50
			\$0.00	\$0.00	\$1,866.31	\$1,896.31	\$1,896.31	\$1,866.31	\$1,866.31		
2557 Radewan, Tonda L	12/13/2024	1,672.01		.00	108.92	94.57	22.12	48.03	30.26	146.70	1,221.41
			.00	.00	1,525.31	1,525.31	1,525.31	1,525.31	1,525.31		
		\$1,672.01		\$0.00	\$108.92	\$94.57	\$22.12	\$48.03	\$30.26	\$146.70	\$1,221.41
			\$0.00	\$0.00	\$1,525.31	\$1,525.31	\$1,525.31	\$1,525.31	\$1,525.31		
1378 Sandweiss, Noah S	12/13/2024	2,307.70		.00	247.47	137.67	32.20	70.48	44.08	102.48	1,673.32
			.00	.00	2,220.49	2,220.49	2,220.49	2,220.49	2,220.49		
		\$2,307.70		\$0.00	\$247.47	\$137.67	\$32.20	\$70.48	\$44.08	\$102.48	\$1,673.32
			\$0.00	\$0.00	\$2,220.49	\$2,220.49	\$2,220.49	\$2,220.49	\$2,220.49		
10000 Stong, Mary J 0471	12/13/2024	2,019.81		.00	180.01	113.47	26.53	58.31	36.74	350.24	1,254.51
			.00	.00	1,805.21	1,830.21	1,830.21	1,805.21	1,805.21		
		\$2,019.81		\$0.00	\$180.01	\$113.47	\$26.53	\$58.31	\$36.74	\$350.24	\$1,254.51
			\$0.00	\$0.00	\$1,805.21	\$1,830.21	\$1,830.21	\$1,805.21	\$1,805.21		
504 Swinney, Matthew P	12/13/2024	2,260.12		.00	329.25	140.51	32.86	72.72	45.81	37.94	1,601.03
			.00	.00	2,251.31	2,266.31	2,266.31	2,251.31	2,251.31		
		\$2,260.12		\$0.00	\$329.25	\$140.51	\$32.86	\$72.72	\$45.81	\$37.94	\$1,601.03
			\$0.00	\$0.00	\$2,251.31	\$2,266.31	\$2,266.31	\$2,251.31	\$2,251.31		
2477 Toothman, Cody B	12/13/2024	2,210.11		.00	56.49	127.73	29.87	65.30	39.58	155.16	1,735.98
			.00	.00	2,060.18	2,060.18	2,060.18	2,060.18	2,060.18		
		\$2,210.11		\$0.00	\$56.49	\$127.73	\$29.87	\$65.30	\$39.58	\$155.16	\$1,735.98
			\$0.00	\$0.00	\$2,060.18	\$2,060.18	\$2,060.18	\$2,060.18	\$2,060.18		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 12/13/24 - 12/13/24

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
2305 Van Rooy, Angela L	12/13/2024	2,107.98		.00	116.03	130.69	30.57	61.63	38.83	224.25	1,505.98
			.00	.00	1,907.98	2,107.98	2,107.98	1,907.98	1,907.98		
		\$2,107.98		\$0.00	\$116.03	\$130.69	\$30.57	\$61.63	\$38.83	\$224.25	\$1,505.98
			\$0.00	\$0.00	\$1,907.98	\$2,107.98	\$2,107.98	\$1,907.98	\$1,907.98		
728 Wright, Edward E	12/13/2024	1,701.00		.00	151.07	96.97	22.68	50.52	27.37	167.00	1,185.39
			.00	.00	1,564.01	1,564.01	1,564.01	1,564.01	1,564.01		
		\$1,701.00		\$0.00	\$151.07	\$96.97	\$22.68	\$50.52	\$27.37	\$167.00	\$1,185.39
			\$0.00	\$0.00	\$1,564.01	\$1,564.01	\$1,564.01	\$1,564.01	\$1,564.01		
HAND - Housing & Neighborhood Dev		\$46,000.39		\$0.00	\$4,280.90	\$2,739.52	\$640.69	\$1,374.46	\$854.11	\$3,928.02	\$32,182.69
			\$0.00	\$0.00	\$42,860.03	\$44,186.03	\$44,186.03	\$42,860.03	\$42,860.03		
Grand Totals		\$46,000.39		\$0.00	\$4,280.90	\$2,739.52	\$640.69	\$1,374.46	\$854.11	\$3,928.02	\$32,182.69
			\$0.00	\$0.00	\$42,860.03	\$44,186.03	\$44,186.03	\$42,860.03	\$42,860.03		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/13/2024	Payroll				46,000.39
					<u>46,000.39</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 46,000.39

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____

**25-01
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

2025 REDEVELOPMENT COMMISSION MEETING SCHEDULE

WHEREAS, the Redevelopment Commission of the City of Bloomington is authorized under Indiana Code § 36-7-14-8 to set the dates of its regular, annual, and special meetings; and

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

The regularly scheduled Redevelopment Commission meetings for 2025 and the annual organizational meeting for 2025 are set as described in the “2025 REDEVELOPMENT COMMISSION SCHEDULE,” which is attached to this Resolution as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION

President

Printed Name

ATTEST:

Secretary

Printed Name

Date

2025 REDEVELOPMENT COMMISSION SCHEDULE

January 6, 2025	January 21, 2025 (Tuesday)
February 3, 2025	February 18, 2025 (Tuesday)
March 3, 2025	March 17, 2025
April 7, 2025	April 21, 2025
May 5, 2025	May 19, 2025
June 2, 2025	June 16, 2025
July 7, 2025	July 21, 2025
August 4, 2025	August 18, 2025
September 2, 2025 (Tuesday)	September 15, 2025
October 6, 2025	October 20, 2025
November 3, 2025	November 17, 2025
December 1, 2025	December 15, 2025

All meetings will be held at 5:00 pm in-person and electronically via Zoom unless otherwise noted.

25-02
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF MAINTENANCE OF PROPERTY OWNED BY THE
REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) has purchased real property throughout the allocation area known as the Consolidated TIF and within the Trades District (“RDC Property”); and
- WHEREAS, the RDC recognizes that there are ongoing maintenance requirements associated with these properties; and
- WHEREAS, in Resolution 24-02, the RDC provided funding for the maintenance of property it owns, including properties within the Certified Technology Park through December 31, 2024; and
- WHEREAS, the RDC wishes to approve the funding for the maintenance of RDC-owned property through December 31, 2025; and
- WHEREAS, the funding for the maintenance shall come from the “444 Account, now known as the 2519 Account,” which is a non-TIF fund where collected rent is deposited; and
- WHEREAS, there is sufficient revenue in the 444 Account to pay for these expenditures.

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

1. The RDC authorizes the Housing and Neighborhood Development staff to receive, process, and approve invoices to expend funds on utility bills and maintenance costs associated with the RDC Property. Invoices for maintenance costs associated with the RDC Property that are more than Five Thousand Dollars (\$5,000) must be specifically approved by the RDC in advance of their expenditure. In the event that a utility bill exceeds Two Thousand Five Hundred Dollars (\$2,500), Housing and Neighborhood Development staff will inform the RDC at its next scheduled meeting.
2. For the avoidance of doubt, the RDC authorizes the City of Bloomington Controller to directly pay for or reimburse the requests to expend funds on utility bills and maintenance costs associated with the RDC Property that have been approved by the RDC out of the 444 Account. The City of Bloomington Controller shall not directly pay for or reimburse expenditures totaling more than Two Hundred Fifty Thousand Dollars (\$250,000), unless otherwise approved by the RDC.
3. The authorizations provided by this Resolution shall expire on December 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

President

Printed Name

ATTEST:

Secretary

Printed Name

Date

25-03
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF FUNDING FOR APPRAISALS FOR PROPERTY WITHIN THE
ALLOCATION AREAS FOR THE PURPOSE OF POSSIBLE ACQUISITION AND
REDEVELOPMENT**

WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the “Consolidated Economic Development Area” (“Consolidated TIF”); and

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) was created for the development and redevelopment of economic development areas that would benefit public welfare, which includes the use of tax increment from the Consolidated TIF in the acquisition of real property; and

WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and

WHEREAS, Indiana Code Sections 36-7-14-19, -19.5, -22 require, in most circumstances, that the RDC obtain two independent appraisals of fair market value for the property to either acquire or sell real property; and

WHEREAS, Staff is requesting an amount for the necessary appraisals of various parcels of property within the Consolidated TIF not to exceed Fifty Thousand Dollars (\$50,000); and

WHEREAS, the RDC has available Consolidated TIF funds to pay for the appraisals.

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

1. The RDC hereby approves payments not to exceed Fifty Thousand Dollars (\$50,000.00) from the Consolidated TIF funds for appraisals for the acquisition of property within the Consolidated TIF.
2. Housing and Neighborhood Development Director Anna Killion-Hanson may sign any necessary agreements with independent appraisal agencies necessary to complete the appraisals on property, and such agreements shall be subject to the City’s normal procurement procedures.
3. City staff are directed to present the findings of any appraisal to the RDC and to save any subsequent appraisal agreements in the RDC’s files with this Resolution.

4. Unless extended by the Redevelopment Commission in a resolution, the funding authorization provided under this Resolution shall expire on December 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

President

Printed Name

ATTEST:

Secretary

Printed Name

Date

**25-04
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

APPROVAL OF LEASE WITH FOR THE FORGE WITH VIVUM AI

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 ViVum AI, which is attached to this Resolution as Exhibit A to lease Unit 3 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 ViVum AI attached to this Resolution as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Exhibit A



Department Legend

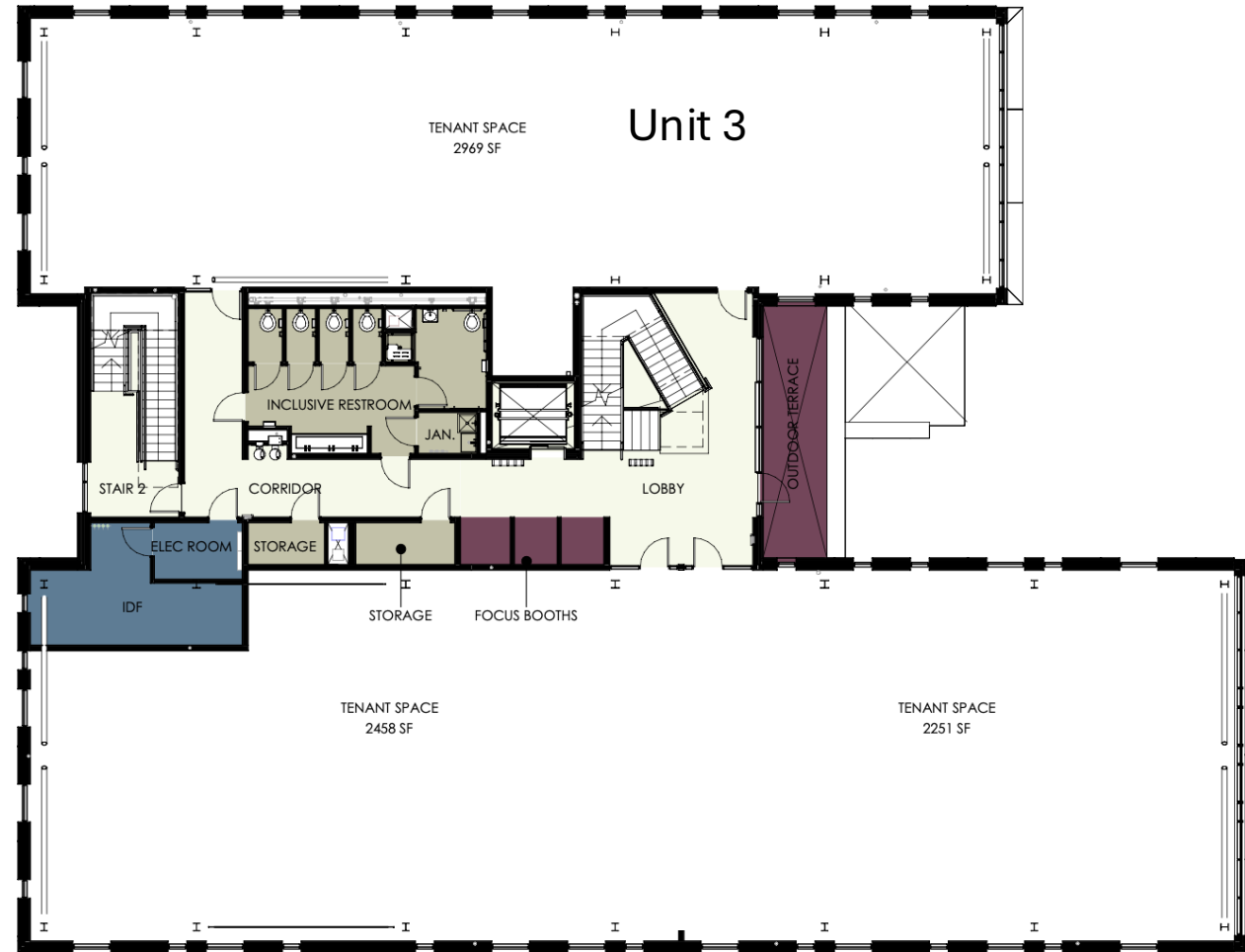
- AMENITY
- CIRCULATION
- LOBBY
- MEP
- SERVICE
- TENANT

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



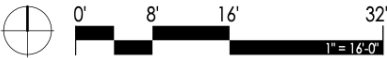
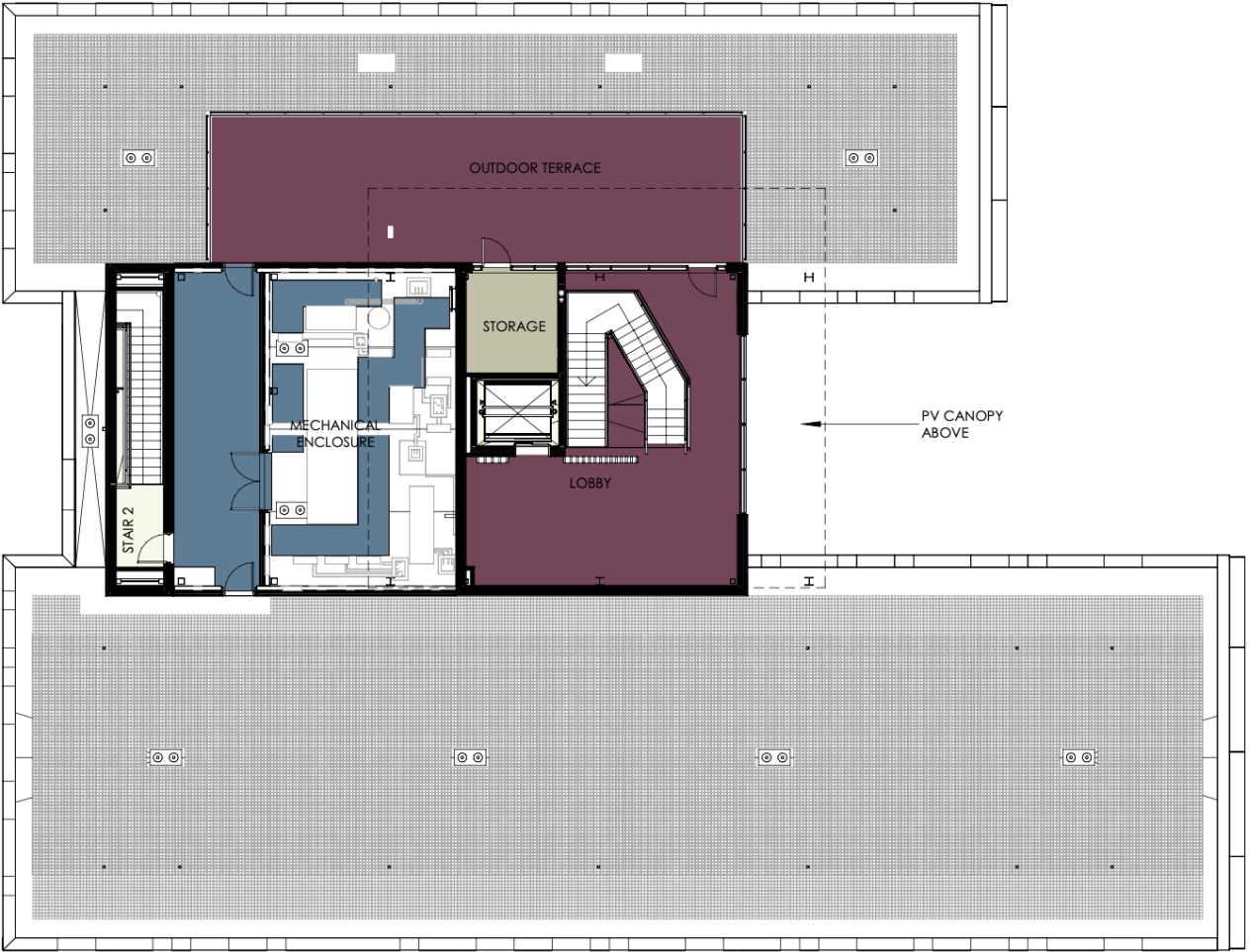
Department Legend

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



Department Legend

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



**TRADES DISTRICT THE FORGE
LEASE**

THIS LEASE is made and entered into as of the 6th day of January, 2025, by and between **DIMENSION MILL, LLC**, an Indiana non-profit organization, hereinafter referred to as “The Mill”, and **ViVum AI**, 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 3 (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 2969 useable square feet and approximately 3978 square feet of common area. The “Premises” leased by Tenant, located on the 2nd 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 180 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. Upon Lease Execution, Tenant will be granted full uninterrupted access to the Premises for the purposes of Tenant Improvements construction in accordance with Tenant's Plans and Specifications as set forth in Section 4 below. 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:	2969 square feet
Rent Per Square Foot:	\$21.00
Annual Base Rent:	\$62,349.00
Monthly Base Rent:	\$5195.75

3(b). 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 23.61% [Premises SF/Total RSF, (2969sf /12,577sf)]of the following charges and operating expenses as Additional Rent known as Common Area Maintenance (“CAM”) charges (“CAM Costs”) in addition to the Base. The annual CAM Costs for the initial year of the Lease shall be \$7.88 per square foot (\$23,395.72). 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 (2% of gross rent), 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	\$5195.75	\$62,349.00
CAM Costs	\$1949.64	\$23,395.72
TOTAL RENT	\$7,145.39	\$85,744.72

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 'grey box' shell condition ready for the installation of tenant improvements ("**Landlord Improvements**"). Landlord Improvements include:

Unfinished floors/concrete slab

Premises demised within The Forge, but no interior partitioned walls

The drywall has been painted P1 (Sherwin Williams SW7005 Pure White)

Basic HVAC infrastructure installed within Premises but requires ductwork installation

Sprinkler system installed in Premises

Suspended linear light fixtures are installed in all tenant spaces with general light switches

No plumbing fixtures

No ceiling finishes

No ceiling tiles or lighting fixtures.

See Exhibit B for photos of the Premises.

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 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 five hundred nineteen thousand five hundred seventy-five

Dollars (\$519,575) (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 on a progress billing bases or 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.

For these purposes, Tenant Improvements shall be defined as all hard and soft costs, any and/or all construction, professional services, consulting services, furniture, fixtures, equipment, wiring (IT and/or telecommunications) and/or other work and/or services required for Tenant to commence occupancy in the Premises and/or beneficial use of the Premises for the purposes of conducting its business.

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 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 \$3,000,000.00 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. Landlord shall respond to Tenant's written notice of any assignment or transfer within fifteen (15) business days.

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: ViVum AI
Derek Whitley
642 N. Madison Street
Bloomington, IN 47404

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.

30. **Parking.** Tenant shall have the right but not the obligation to lease parking spaces on a monthly basis in in the Trades District Parking Garage at the prevailing rate as set by the City of Bloomington Parking Services.

So agreed on the date first written above.

The Dimension Mill, Inc.

By: _____

Pat East

Its: Executive Director

TENANT:

By: _____

Derek Whitley

Its: Chief Technology Officer & Co-Founder

EXHIBIT A

DESCRIPTION OF PREMISES

The property to be leased is commonly known as 617 N. Madison Street, Unit 3, Bloomington, Indiana 47404, and is located at the corner of Makers Way and N. Madison Street, Bloomington, Indiana 47404.

(Floor Plan with Dimensions Attached)

EXHIBIT B

Photos of Premises



ADDENDUM 1 - RENT ADJUSTMENTS TO LEASE AGREEMENT DATED

BY AND BETWEEN

ViVum AI

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.