

AGENDA
REDEVELOPMENT COMMISSION
May 5, 2025 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

<https://bloomington.zoom.us/j/84644237686?pwd=9lK63cAlgaQnrPPf94odjB2KGjkzOO.1>

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 get in touch with 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.

- I. ROLL CALL**
- II. MINUTES** - Executive Session Summary for April 21, 2025, and minutes for the April 21, 2025, regular scheduled meeting
- III. EXAMINATION OF CLAIM REGISTERS** –May 9, 2025, for \$744,956.60
- IV. EXAMINATION OF PAYROLL REGISTERS** –April 17, 2025, for \$54,680.32
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. Business Development Update
 - a. Dimensional Mill Update (Fernandez)
 - E. Hopewell Update
- VI. NEW BUSINESS**
 - A. Resolution 25-53: Approval of Neighborhood Improvement Grants
 - B. Resolution 25-54: Approval of an Amended Preliminary Design Contract for Hopewell West - Crossroad Engineers
 - C. Resolution 25-55: Approval of Temporary Lease 200 South College Avenue with Weddle Bros.
 - D. Resolution 25-56: Approval of K23 Films, Inc. Lease at The Forge
 - E. Resolution 25-57: Ratification of Services and Payment Thereof to Nature’s Way
- 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.

EXECUTIVE SESSION SUMMARY

The Redevelopment Commission of the City of Bloomington, Indiana met on Monday, April 21, 2025, at 4:00 p.m. in the Showers City Hall, Allison Conference Room, 401 North Morton Street, Suite 225, Bloomington, Indiana and via Zoom

Redevelopment Commission Members Present: Sue Sgambelluri, Laurie McRobbie, Deborah Myerson, John West, and Randy Cassady

City Staff Present: Margie Rice, Corporation Counsel, City Legal Department, Anna Killion-Hanson, Director, Housing and Neighborhood Development (HAND); Christina Finley, Assistant Director, HAND; Dana Kerr, Assistant City Attorney, City Legal Department, Jane Kupersmith, Director, Economic and Sustainable Development (ESD); Jessica McClellan, City Controller

Others Present: Todd Stern, U3 Advisors, Stephany Lin, U3 Advisors, Mary Krupinski, JS Held

The Commission discussed information in accordance with **Ind. Code § 5-14-1.5-6.1(b)(2)(D)**: strategy regarding real property transactions by the governing body.

No other matters were discussed.

The meeting adjourned at 5:00 p.m.

Deborah Myerson, President

John West, Secretary

Date

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Monday, April 21, 2025, 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=14508>

I. ROLL CALL

Commissioners Present: Deborah Myerson, John West, Sue Sgambelluri, Randy Cassady, Laurie McRobbie, and Sam Fleener, MCCSC Representative

City Staff Present: Anna Killion-Hanson, Director, Housing & Neighborhood Development Department (HAND); Christina Finley, Assistant Director, (HAND); Tammy Caswell, Financial Specialist, (HAND); Stephanie LaFontaine, Program Manager Affordable Housing, (HAND); Margie Rice, Corporation Counsel, Legal Department; Anna Holmes, Senior Assistant Attorney, Legal Department; Dana Kerr, Assistant City Attorney, Legal Department; Audrey Brittingham, City Attorney; Jane Kupersmith, Director, Economic & Sustainable Development (ESD); Anna Dragovich, Capital Projects Manager, ESD; Holly Warren, Assistant Director for the Arts, ESD; Jessica McClellan, Controller, Office of the Controller via zoom; Roy Aten, Senior Project Manager, Engineering Department; J.D. Boruff, Facility Director, Public Works Department via zoom.

Others Present: Mary Krupinski, J.S. Held; John Fernandez, Senior Vice President, The Mill; Geoff McKim; Dave Askins, B Square Bulletin; Vince Dora, Dora Hospitality; Russ Louderback, Dora Hospitality.

II. READING OF THE MINUTES –Laurie McRobbie moved to approve the minutes for April 7, 2025. Sue Sgambelluri seconded the motion, which passed unanimously.

III. EXAMINATION OF CLAIM REGISTERS: Sue Sgambelluri moved to approve the claim register from April 11, 2025, for \$364,779.80 and the claim register from April 25, 2025, for \$156,495.22. Laurie McRobbie seconded the motion, which passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS: Sue Sgambelluri moved to approve the payroll register for April 4, 2025, in the amount of \$52,534.13. John West seconded the motion, which passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

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

B. Legal Report: Dana Kerr was available to answer questions.

C. Treasurer's Report: Jessica McClellan presented the annual report of the Bloomington Redevelopment Commission for the fiscal year ending December 31, 2024. The annual report and the TIF project status report were included in the commission packet.

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

E. Hopewell Update: Mary Krupinski shared a reminder that the Hopewell Commons grand opening will take place on April 23, 2025, at 3:30 p.m. at Hopewell Commons Park. Krupinski also reported that the Jackson and Rogers Street roadwork project is scheduled to go out to bid at the end of the month.

NEW BUSINESS:

- A. Resolution 25-46: Resolution for Approval of Investigations and Due Diligence for Use of 216 South College Avenue as a Host Hotel for the Bloomington Convention Center.** Jane Kupersmith presented Resolution 25-46. The Bloomington Convention Center is undergoing a significant expansion to the east, across South College Avenue. The Monroe County Capital Improvement Board selected Dora Hospitality, LLC, as the developer of the host hotel. Dora Hospitality has identified the premier location of the host hotel as the RDC-owned property at 216 S. College. This resolution will authorize funding for investigations and due diligence with a not-to-exceed of \$100,000.00. Investigations are expected to begin in approximately 30 to 60 days. The Dora Hospitality representatives, Vince Dora and Russ Louderback, were available for questions.

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

Sue Sgambelluri moved to approve Resolution 25-46. John West seconded the motion, which passed unanimously.

- B. Resolution 25-47: Resolution to Approve the Relocation of the Generator to the Forge.** John Fernandez presented a memo, which was included in the commission pack, requesting approval to relocate a generator from 714 South Rogers to 617 North Morton Street. The generator will be transferred from one RDC property to another and will remain an asset of the RDC. The scope of work required has been prepared by Woods Electrical, Inc. The relocation and installation are within the management responsibilities of The Mill. The Mill has identified funding sources to pay for the relocation and installation, the RDC will not be committing any funds.

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

Laurie McRobbie moved to approve Resolution 25-47. John West seconded the motion, which passed unanimously.

- C. Resolution 25-48: Resolution to Approve and Ratify the Temporary Shoring of the South Wall of The Mill.** J.D. Boruff presented Resolution 25-48. Boruff stated that the south wall of The Mill was leaning. John Crane, P.E., prepared an inspection report and stated that top portions of the exterior brick wall of The Mill were as much as 4 ½ inches off plumb, which raised concerns about the stability of the wall. The shoring of the south wall was necessary for the stabilization of the wall and the protection of the public. The City contracted with Umphress Masonry, Inc., Belcher Fencing, and Koorsen Fire & Security for emergency services to shore up the wall for an amount not to exceed \$106,000. Boruff was available for questions.

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

John West moved to approve Resolution 25-48. Sue Sgambelluri seconded the motion, which passed unanimously.

- D. Resolution 25-49: Resolution to Approve Supplement #1 to Construction Inspection Agreement for 1st Street Reconstruction Project.** Roy Aten presented Resolution 25-49, requesting additional construction inspection hours. This federally funded project requires third-party construction inspection services to comply with federal and state reporting requirements. An initial agreement with HWC Engineering had previously been approved; however, due to an extended project timeline, additional inspection hours are now necessary. The resolution request

is for an additional \$62,764.00, for a total contract amount not to exceed \$495,765.20. Aten was available to answer questions

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

Laurie McRobbie moved to approve Resolution 25-49. Sue Sgambelluri seconded the motion, which passed unanimously.

- E. Resolution 25-50: Resolution to Approve Supplement #2 to Construction Engineering Contract for the B-Line Trail and Multiuse Path.** Roy Aten presented Resolution 25-50 for approval of additional construction inspection hours. This project is federally funded, which requires third-party construction inspection services to comply with federal and state reporting requirements. An initial agreement with Crossroad Engineers had previously been approved; however, due to an extended project timeline, additional inspection hours are now necessary. The resolution request is for an additional \$40,000, for a total contract amount not to exceed \$297,410.00. Aten was available to answer questions.

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

John West moved to approve Resolution 25-50. Sue Sgambelluri seconded the motion, which passed unanimously.

- F. Resolution 25-51: Resolution to Approve Permanent Repairs of the South Wall of The Mill.** J.D. Boruff presented Resolution 25-51, requesting approval to proceed with critical repairs to the south wall of The Mill. The Mill is a historical building; therefore, the necessary certificate of appropriateness is scheduled to go before the Historic Preservation Commission this week, and approval is expected. Due to the urgency of the deterioration, the repairs have been classified as emergency work. The project requires the temporary closure of the central event space for approximately 12 weeks while construction is underway. Umphress Masonry, Inc. has been selected to complete the repairs for an amount not to exceed \$500,000.00, under a sole-source procurement process, approved by the Controller, as they were onsite for other work when the emergency condition was discovered and completed the emergency shoring approved under Resolution 25-48. Boruff was available to answer questions.

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

Laurie McRobbie moved to approve Resolution 25-51. Sue Sgambelluri seconded the motion, which passed unanimously.

- G. Resolution 25-52: Resolution to Approve Funding for Limestone Blocks at Hopewell East.** Roy Aten presented resolution 25-52, requesting approval of funding for limestone blocks at Hopewell East. Following the completion of the design, which features a curbless streetscape, concerns were raised about traffic cutting corners too closely on the blocks. In coordination with the Police Department, additional safety measures were identified beyond the existing bollard placements. As a result, fourteen limestone blocks will be installed at key corners to enhance pedestrian safety and site security. Standish Stone LLC has submitted an invoice for services for \$29,250.00. The Parks and Recreation Department will be placing the blocks. Aten was available for questions.

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

Laurie McRobbie moved to approve Resolution 25-52. John West seconded the motion, which passed unanimously.

VI. BUSINESS/GENERAL DISCUSSION - No further discussions.

VII. ADJOURNMENT - John West moved to adjourn. Sgambelluri seconded. The meeting adjourned at 5:50 p.m.

Deborah Myerson, President

John West, Secretary

Date: _____



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON

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**JESSICA MCCLELLAN
CONTROLLER**

CONTROLLER'S OFFICE

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Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 05-09-2025 (\$744,956.60)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 04-26-2025 to 05-09-2025. 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 *Jessica McClellan Controller*

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 04-26-2025 to 05-09-2025, 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.

Signed by:

70B1F031F43E4C6...

Margie Rice, Corporation Counsel



Board of Redevelopment Commission Claim Register

Invoice Date Range 04/26/25 - 05/09/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 15 - HAND										
Program 151000 - Neighborhood										
Account 53960 - Grants										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1DTD-FWQQ-13NR	15-Gloves for Neighborhood Clean-up (10)	Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025		05/09/2025	210.20
Account 53960 - Grants Totals								Invoice Transactions	1	\$210.20
Program 151000 - Neighborhood Totals								Invoice Transactions	1	\$210.20
Program 151600 - Title 16										
Account 52110 - Office Supplies										
5103 - Staples Contract & Commercial, INC	6029100240	15-Black Printer Toner Cartridge	Paid by EFT # 65458		04/29/2025	04/29/2025	05/09/2025		05/09/2025	66.82
Account 52110 - Office Supplies Totals								Invoice Transactions	1	\$66.82
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	11QQ-XTWD-D4TT	15-4 Digital Range Finders (Inspector Tools)	Paid by EFT # 65304		04/29/2025	04/29/2025	05/09/2025		05/09/2025	68.56
53442 - Paragon Micro, INC	S5205032	15-Dell Laptop, Charging dock, Case, Monitor for new Position	Paid by EFT # 65433		04/29/2025	04/29/2025	05/09/2025		05/09/2025	1,814.96
Account 52420 - Other Supplies Totals								Invoice Transactions	2	\$1,883.52
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-22846	15-250 business cards S. Tamewitz	Paid by EFT # 65416		04/29/2025	04/29/2025	05/09/2025		05/09/2025	75.83
Account 53310 - Printing Totals								Invoice Transactions	1	\$75.83
Account 53960 - Grants										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	44211	15-Waterman Cleanup Doorhangers (140)	Paid by EFT # 65301		04/29/2025	04/29/2025	05/09/2025		05/09/2025	74.00
818 - Everywhere Signs, LLC	64684	15-Sign and setup for "Near West Side Neighborhood..."	Paid by EFT # 65362		04/29/2025	04/29/2025	05/09/2025		05/09/2025	350.00
8801 - Good Guys Signs INC	200689	15-(10)Custom outdoor lawn signs, (10 Wire stakes	Paid by EFT # 65370		04/29/2025	04/29/2025	05/09/2025		05/09/2025	137.80
9717 - Thomas Payne	S&SGRANT-5.9.25	15-S&S Grant-Near West Side-security driver, washers, screws	Paid by EFT # 65436		04/29/2025	04/29/2025	05/09/2025		05/09/2025	15.65
Account 53960 - Grants Totals								Invoice Transactions	4	\$577.45
Program 151600 - Title 16 Totals								Invoice Transactions	8	\$2,603.62
Department 15 - HAND Totals								Invoice Transactions	9	\$2,813.82
Fund 1101 - General Totals								Invoice Transactions	9	\$2,813.82



Board of Redevelopment Commission Claim Register

Invoice Date Range 04/26/25 - 05/09/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2209 - LIT – Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
686 - Habitat For Humanity of Monroe County INC	DPCCALLEN-5.9.25	15-supplementary down payment assistance-DPCC Allen	Paid by EFT # 65374		04/29/2025	04/29/2025	05/09/2025		05/09/2025	20,000.00
1785 - Monroe County Land Title Co., INC (Title Plus)	CLOSING-5.9.25-2	15-Down Payment Closing-Allen-1991 S Bernard Dr	Paid by EFT # 65297		05/08/2025	05/08/2025	05/08/2025		05/08/2025	10,000.00
1785 - Monroe County Land Title Co., INC (Title Plus)	CLOSING-5.9.25-1	15-Down Payment Closng-Cunningham/Brinson-1537 N Breckenridge Rd	Paid by EFT # 65298		05/08/2025	05/08/2025	05/08/2025		05/08/2025	10,000.00
Account 53960 - Grants Totals							Invoice Transactions	3		\$40,000.00
Program 150000 - Main Totals							Invoice Transactions	3		\$40,000.00
Department 15 - HAND Totals							Invoice Transactions	3		\$40,000.00
Fund 2209 - LIT – Economic Development Totals							Invoice Transactions	3		\$40,000.00
Fund 2402 - ARP COVID Local Fiscal Recovery										
Department 15 - HAND										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53960 - Grants										
686 - Habitat For Humanity of Monroe County INC	OSAGEPL-5.9.25	15-ARPA Funding-Osage Place-Pay App's 7-9-Goodman Const	Paid by EFT # 65374		04/29/2025	04/29/2025	05/09/2025		05/09/2025	294,258.14
Account 53960 - Grants Totals							Invoice Transactions	1		\$294,258.14
Program G21005 - ARPA COVID Local Fiscal Recovery Totals							Invoice Transactions	1		\$294,258.14
Department 15 - HAND Totals							Invoice Transactions	1		\$294,258.14
Fund 2402 - ARP COVID Local Fiscal Recovery Totals							Invoice Transactions	1		\$294,258.14
Fund 2403 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53160 - Instruction										
748 - National Community Development Association	2020DSPMRN DMJ7N	15-IDIS Primer On Demand Training Pass-T. Caswell	Paid by EFT # 581		04/29/2025	04/29/2025	05/09/2025		05/09/2025	100.00
Account 53160 - Instruction Totals							Invoice Transactions	1		\$100.00
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007029025C	15-Public Notice Request for Release of CDBG Funds	Paid by EFT # 580		04/29/2025	04/29/2025	05/09/2025		05/09/2025	83.00
Account 53320 - Advertising Totals							Invoice Transactions	1		\$83.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 04/26/25 - 05/09/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2403 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
232 - Pathways, Inc.	CDBGGRANT-04.25	15-CDBG 24 Funding Agreement-salaries July-Dec 2024	Paid by EFT # 583		04/29/2025	04/29/2025	05/09/2025		05/09/2025	15,841.80
Account 53960 - Grants Totals										Invoice Transactions 1
										<u>\$15,841.80</u>
Account 53990 - Other Services and Charges										
6900 - Northeast & Bucks Co (Mullin & Loneragan Assoc)	1291-04/07	15-Consultant Services- 5 year consolidated Plan-March 25	Paid by EFT # 582		04/29/2025	04/29/2025	05/09/2025		05/09/2025	1,506.50
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										<u>\$1,506.50</u>
Program 150000 - Main Totals										Invoice Transactions 4
										<u>\$17,531.30</u>
Department 15 - HAND Totals										Invoice Transactions 4
										<u>\$17,531.30</u>
Fund 2403 - CDBG Totals										Invoice Transactions 4
										<u>\$17,531.30</u>
Fund 2404 - HOME										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
5900 - VET Environmental Engineering, LLC	8383	15-Environmental Assessment Sudbury EA 04/11/25	Paid by EFT # 294		04/29/2025	04/29/2025	05/09/2025		05/09/2025	5,250.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 1
										<u>\$5,250.00</u>
Program 150000 - Main Totals										Invoice Transactions 1
										<u>\$5,250.00</u>
Department 15 - HAND Totals										Invoice Transactions 1
										<u>\$5,250.00</u>
Fund 2404 - HOME Totals										Invoice Transactions 1
										<u>\$5,250.00</u>
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
656 - B&L Sheet Metal and Roofing, INC	2259730	15-Roof Repairs on the Mill (flashing & tears) JOB# ST002792-3/5	Paid by EFT # 65310		04/29/2025	04/29/2025	05/09/2025		05/09/2025	890.62
2369 - BFW Crane, INC	702517-2	15-Mill Wall Temporary Stabilization/Shoring-S Wall-4/3-4/18	Paid by EFT # 65317		04/29/2025	04/29/2025	05/09/2025		05/09/2025	4,875.00
2369 - BFW Crane, INC	702517-1	15-Mill Wall Temporary Stabilization/Shoring of South Wall	Paid by EFT # 65317		04/29/2025	04/29/2025	05/09/2025		05/09/2025	2,500.00
8143 - Cummins INC dba Cummins Sales and Service	N8-250220214	15-Labor and mileage to assess and repair old gas generator	Paid by EFT # 65347		04/29/2025	04/29/2025	05/09/2025		05/09/2025	701.30



Board of Redevelopment Commission Claim Register

Invoice Date Range 04/26/25 - 05/09/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007029460	15-Public Notice-Hopewell Neighborhood Bids 03/14/25-03/21/25	Paid by EFT # 65367		04/29/2025	04/29/2025	05/09/2025		05/09/2025	107.64
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007029025D	15-3.14 Public Hearing Bid Opening for Hopewell East	Paid by EFT # 65367		04/29/2025	04/29/2025	05/09/2025		05/09/2025	21.00
392 - Koorsen Fire & Security, INC	IN00919476	15-Fire Alarm System Maintenance -320 W 8th St 04/10/25	Paid by EFT # 65402		04/29/2025	04/29/2025	05/09/2025		05/09/2025	2,171.35
9750 - Michael C Lady Advisors INC (Integra Realty)	118-2025-0147	15-Appraisal for College Square Prop- #118-2025-0147-3/7/25	Paid by EFT # 65415		04/29/2025	04/29/2025	05/09/2025		05/09/2025	3,950.00
7402 - Nature's Way, INC	398	15-landscape maintenance-Trades District Pkg Garage-03/20/25	Paid by EFT # 65426		04/29/2025	04/29/2025	05/09/2025		05/09/2025	1,652.00
1420 - Richard Trinkle (Trinkle SnowPlowing LLC)	221295	15-Snow Removal Trades District 02/16/25 & 02/20/25	Paid by EFT # 65477		04/29/2025	04/29/2025	05/09/2025		05/09/2025	3,710.00
208 - City Of Bloomington Utilities	4995-004 0325	15-627 N Morton Street-water/sewer bill - March 2025	Paid by Check # 80040		04/30/2025	04/30/2025	04/30/2025		04/30/2025	76.49
223 - Duke Energy	9101212104030 325	15-105 W 4th St Misc Office 1-elec chgs 02/27/25-03/26/25	Paid by Check # 80043		04/30/2025	04/30/2025	04/30/2025		04/30/2025	32.52
223 - Duke Energy	9101205748680 325	15-105 W 4th St-Misc:Office 2-elec chgs 02/27/25-03/26/25	Paid by Check # 80043		04/30/2025	04/30/2025	04/30/2025		04/30/2025	63.70
223 - Duke Energy	9101205757280 425	15-105 4th St W Misc Office 4-elec chgs 02/27/24-03/26/25	Paid by Check # 80043		04/30/2025	04/30/2025	04/30/2025		04/30/2025	202.55
364 - Rumpke Of Indiana, LLC	3700202044-0425	15-Trash Service-320 W 8th Street-Showers West-April 2025	Paid by EFT # 65294		04/30/2025	04/30/2025	04/30/2025		04/30/2025	131.23
Account 53990 - Other Services and Charges Totals							Invoice Transactions	15		\$21,085.40
Program 150000 - Main Totals							Invoice Transactions	15		\$21,085.40
Department 15 - HAND Totals							Invoice Transactions	15		\$21,085.40
Fund 2519 - RDC Totals							Invoice Transactions	15		\$21,085.40



Board of Redevelopment Commission Claim Register

Invoice Date Range 04/26/25 - 05/09/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
204 - State Of Indiana	000087325	15-RES 24-74-1st ST Reconstruction-DES 1900399	Paid by EFT # 65459		04/29/2025	04/29/2025	05/09/2025		05/09/2025	189,144.49
199 - Monroe County Government	1069553 2024	15-Property Taxes Spring/Fall 2024-413 W 2nd	Paid by EFT # 65296		04/30/2025	04/30/2025	04/30/2025		04/30/2025	3,117.88
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2		<div></div> \$192,262.37	
Program 159001 - Adams Crossing Area Totals							Invoice Transactions 2		<div></div> \$192,262.37	
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
6714 - Dimension Mill, INC	2038	15-2025 Q1 & Q2 Trades District & Tech Center Agreement	Paid by EFT # 65351		04/29/2025	04/29/2025	05/09/2025		05/09/2025	125,000.00
512 - 7th & Walnut , LLC	PROPTAX-SPRING25	15-Walnut St Garage-Spring 2024 Taxes Paid in 2025	Paid by EFT # 65295		04/30/2025	04/30/2025	04/30/2025		04/30/2025	39,794.15
199 - Monroe County Government	1007734 2024	15-Property Taxes-Spring/Fall 2024-S. College	Paid by EFT # 65296		04/30/2025	04/30/2025	04/30/2025		04/30/2025	6,961.42
Account 53990 - Other Services and Charges Totals							Invoice Transactions 3		<div></div> \$171,755.57	
Program 159002 - Downtown Area Totals							Invoice Transactions 3		<div></div> \$171,755.57	
Department 15 - HAND Totals							Invoice Transactions 5		<div></div> \$364,017.94	
Fund 4445 - Consolidated TIF Totals							Invoice Transactions 5		<div></div> \$364,017.94	
Grand Totals							Invoice Transactions 38		<div></div> \$744,956.60	

REGISTER OF CLAIMS**Board: Redevelopment Commission Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
05/09/25	Claims				\$744,956.60
					<u>\$744,956.60</u>

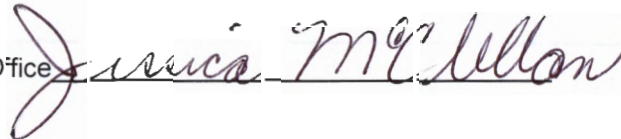
ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$744,956.60

Dated this ____ day of ____ year of 20____.

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

Fiscal Officer





KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

401 N Morton St
Post Office Box 100
Bloomington IN 47402

JESSICA MCCLELLAN
CONTROLLER

CONTROLLER'S OFFICE

p 812.349.3416
f 812.349.3456
controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: April 17, 2025
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 03/31/2025 to 04/13/2025. 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 04/17/25 - 04/17/25

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	04/17/2025	2,790.07		.00	297.61	170.71	39.92	78.45	55.96	185.84	1,961.58
			.00	.00	2,653.45	2,753.45	2,753.45	2,653.45	2,653.45		
		\$2,790.07	\$0.00	\$0.00	\$297.61	\$170.71	\$39.92	\$78.45	\$55.96	\$185.84	\$1,961.58
10000 Bixler, Daniel R 2594	04/17/2025	2,105.27		.00	181.72	124.15	29.03	58.92	42.03	140.06	1,529.36
			.00	.00	2,002.35	2,002.35	2,002.35	2,002.35	2,002.35		
		\$2,105.27	\$0.00	\$0.00	\$181.72	\$124.15	\$29.03	\$58.92	\$42.03	\$140.06	\$1,529.36
2972 Caswell, Tammy M	04/17/2025	2,409.61		.00	262.19	142.39	33.30	68.45	49.06	176.17	1,678.05
			.00	.00	2,281.63	2,296.63	2,296.63	2,281.63	2,281.63		
		\$2,409.61	\$0.00	\$0.00	\$262.19	\$142.39	\$33.30	\$68.45	\$49.06	\$176.17	\$1,678.05
10000 Collins, Barry 0111	04/17/2025	1,800.00		.00	248.73	111.60	26.10	54.00	31.50	.00	1,328.07
			.00	.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00		
		\$1,800.00	\$0.00	\$0.00	\$248.73	\$111.60	\$26.10	\$54.00	\$31.50	\$0.00	\$1,328.07
2771 Council, David R	04/17/2025	2,468.16		.00	162.63	138.63	32.42	63.82	45.53	326.73	1,698.40
			.00	.00	2,165.83	2,235.83	2,235.83	2,165.83	2,165.83		
		\$2,468.16	\$0.00	\$0.00	\$162.63	\$138.63	\$32.42	\$63.82	\$45.53	\$326.73	\$1,698.40
3232 Davis, Rebecca D	04/17/2025	2,307.19		.00	235.84	139.08	32.52	66.22	47.24	106.35	1,679.94
			.00	.00	2,207.30	2,243.30	2,243.30	2,207.30	2,207.30		
		\$2,307.19	\$0.00	\$0.00	\$235.84	\$139.08	\$32.52	\$66.22	\$47.24	\$106.35	\$1,679.94
10000 Finley, Christina L 0187	04/17/2025	3,505.96		.00	449.19	197.60	46.21	94.16	67.99	368.95	2,281.86
			.00	.00	3,177.10	3,187.10	3,187.10	3,177.10	3,177.10		
		\$3,505.96	\$0.00	\$0.00	\$449.19	\$197.60	\$46.21	\$94.16	\$67.99	\$368.95	\$2,281.86
2393 Hayes, Chastina J	04/17/2025	2,468.16		.00	210.28	150.10	35.11	71.88	41.93	88.47	1,870.39
			.00	.00	2,395.89	2,420.89	2,420.89	2,395.89	2,395.89		
		\$2,468.16	\$0.00	\$0.00	\$210.28	\$150.10	\$35.11	\$71.88	\$41.93	\$88.47	\$1,870.39
3496 Hershman, Felicia J	04/17/2025	1,882.80		.00	139.49	111.97	26.19	54.18	38.65	97.78	1,414.54
			.00	.00	1,806.00	1,806.00	1,806.00	1,806.00	1,806.00		
		\$1,882.80	\$0.00	\$0.00	\$139.49	\$111.97	\$26.19	\$54.18	\$38.65	\$97.78	\$1,414.54
			\$0.00	\$0.00	\$1,806.00	\$1,806.00	\$1,806.00	\$1,806.00	\$1,806.00		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 04/17/25 - 04/17/25

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3183 Hyten LaFontaine, Stephanie L	04/17/2025	3,156.62		.00	456.29	205.18	47.99	95.13	67.86	147.27	2,136.90
			.00	.00	3,209.35	3,309.35	3,309.35	3,209.35	3,209.35		
		\$3,156.62	\$0.00	\$0.00	\$456.29	\$205.18	\$47.99	\$95.13	\$67.86	\$147.27	\$2,136.90
3306 Killion-Hanson, Anna	04/17/2025	4,666.00		.00	297.83	274.63	64.23	132.89	94.79	236.36	3,565.27
			.00	.00	4,429.64	4,429.64	4,429.64	4,429.64	4,429.64		
		\$4,666.00	\$0.00	\$0.00	\$297.83	\$274.63	\$64.23	\$132.89	\$94.79	\$236.36	\$3,565.27
1516 Liford, Kenneth T	04/17/2025	2,629.11		.00	214.62	163.00	38.13	77.97	55.62	46.60	2,033.17
			.00	.00	2,599.11	2,629.11	2,629.11	2,599.11	2,599.11		
		\$2,629.11	\$0.00	\$0.00	\$214.62	\$163.00	\$38.13	\$77.97	\$55.62	\$46.60	\$2,033.17
2557 Radewan, Tonda L	04/17/2025	1,722.17		.00	114.21	98.91	23.13	46.71	33.32	126.85	1,279.04
			.00	.00	1,595.32	1,595.32	1,595.32	1,595.32	1,595.32		
		\$1,722.17	\$0.00	\$0.00	\$114.21	\$98.91	\$23.13	\$46.71	\$33.32	\$126.85	\$1,279.04
1378 Sandweiss, Noah S	04/17/2025	3,156.62		.00	431.02	191.86	44.87	91.68	65.40	80.50	2,251.29
			.00	.00	3,094.49	3,094.49	3,094.49	3,094.49	3,094.49		
		\$3,156.62	\$0.00	\$0.00	\$431.02	\$191.86	\$44.87	\$91.68	\$65.40	\$80.50	\$2,251.29
10000 Stong, Mary J 0471	04/17/2025	2,790.08		.00	317.24	161.34	37.74	77.32	55.15	362.00	1,779.29
			.00	.00	2,577.30	2,602.30	2,602.30	2,577.30	2,577.30		
		\$2,790.08	\$0.00	\$0.00	\$317.24	\$161.34	\$37.74	\$77.32	\$55.15	\$362.00	\$1,779.29
504 Swinney, Matthew P	04/17/2025	3,597.08		.00	615.37	223.60	52.30	107.75	76.86	44.34	2,476.86
			.00	.00	3,591.54	3,606.54	3,606.54	3,591.54	3,591.54		
		\$3,597.08	\$0.00	\$0.00	\$615.37	\$223.60	\$52.30	\$107.75	\$76.86	\$44.34	\$2,476.86
3781 Tamewitz, Steven W	04/17/2025	2,146.23		.00	222.40	133.07	31.12	113.23	55.11	.00	1,591.30
			.00	.00	2,146.23	2,146.23	2,146.23	2,146.23	2,146.23		
		\$2,146.23	\$0.00	\$0.00	\$222.40	\$133.07	\$31.12	\$113.23	\$55.11	\$0.00	\$1,591.30
2477 Toothman, Cody B	04/17/2025	3,376.84		.00	190.15	198.40	46.40	94.85	66.01	184.85	2,596.18
			.00	.00	3,199.99	3,199.99	3,199.99	3,199.99	3,199.99		
		\$3,376.84	\$0.00	\$0.00	\$190.15	\$198.40	\$46.40	\$94.85	\$66.01	\$184.85	\$2,596.18
			\$0.00	\$0.00	\$3,199.99	\$3,199.99	\$3,199.99	\$3,199.99	\$3,199.99		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 04/17/25 - 04/17/25

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	04/17/2025	3,597.08		.00	290.53	223.02	52.16	101.91	72.70	249.15	2,607.61
			.00	.00	3,397.08	3,597.08	3,597.08	3,397.08	3,397.08		
		\$3,597.08		\$0.00	\$290.53	\$223.02	\$52.16	\$101.91	\$72.70	\$249.15	\$2,607.61
			\$0.00	\$0.00	\$3,397.08	\$3,597.08	\$3,597.08	\$3,397.08	\$3,397.08		
728 Wright, Edward E	04/17/2025	2,105.27		.00	190.23	118.29	27.66	57.24	33.39	229.70	1,448.76
			.00	.00	1,907.87	1,907.87	1,907.87	1,907.87	1,907.87		
		\$2,105.27		\$0.00	\$190.23	\$118.29	\$27.66	\$57.24	\$33.39	\$229.70	\$1,448.76
			\$0.00	\$0.00	\$1,907.87	\$1,907.87	\$1,907.87	\$1,907.87	\$1,907.87		
HAND - Housing & Neighborhood Dev		\$54,680.32		\$0.00	\$5,527.57	\$3,277.53	\$766.53	\$1,606.76	\$1,096.10	\$3,197.97	\$39,207.86
			\$0.00	\$0.00	\$52,237.47	\$52,863.47	\$52,863.47	\$52,237.47	\$52,237.47		
Grand Totals		\$54,680.32		\$0.00	\$5,527.57	\$3,277.53	\$766.53	\$1,606.76	\$1,096.10	\$3,197.97	\$39,207.86
			\$0.00	\$0.00	\$52,237.47	\$52,863.47	\$52,863.47	\$52,237.47	\$52,237.47		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/17/2025	Payroll				54,680.32
					<u>54,680.32</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 \$ 54,680.32

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 - 53
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF NEIGHBORHOOD IMPROVEMENT GRANTS

WHEREAS, the City of Bloomington, Indiana, has a Neighborhood Improvement Grant Program for approved projects that benefit neighborhoods within the City of Bloomington, in cooperation with the Housing and Neighborhood Development Department, pursuant to IC§ 36-7-14-11(4); and

WHEREAS, the Redevelopment Commission approves the release of funds for the grant program; and

WHEREAS, in 2025, the Program has a budget not to exceed Thirty Thousand Dollars (\$30,000.00) within the City's general fund (Fund #101-15-151000-53960) to be used for approved projects; and

WHEREAS, the City has solicited and received the advice and input of the community as to the allocation of the Neighborhood Improvement Grant Program funds through the Council for Neighborhood Improvement Grants; and

WHEREAS, the Redevelopment Commission has reviewed the recommendation of the Council for Neighborhood Improvement Grants for allocation of funds to be received.

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

The Redevelopment Commission hereby approves the following Neighborhood Improvement Grant Program Projects:

Bentley Court Community Association

Funds requested from the City	\$ 9,067.00
Neighborhood match amount	<u>\$ 1,306.70</u> (14%)
Total Project Cost	\$10,373.70

Recommended funding **\$9,067.00**

The Bentley Court Community Association requests funds to establish a Wildlife Corridor along Winslow Road, transforming the space into a biodiverse habitat while enhancing the neighborhood's curb appeal and engaging the community. The half-acre project area runs alongside the city sidewalk bordering Bentley Court, from Rogers Family Park to the Sherwood Oaks subdivision. The corridor will feature a diverse mix of native trees, perennials, and deer-

resistant shrubs, creating a thriving ecosystem that supports pollinators, birds, and endangered species. Bird nesting boxes will be installed to aid native bird populations, and educational signage will inform residents about the importance of native landscaping and habitat conservation. This funding request represents the first year of a three year project. This phase will focus on development of a comprehensive plan with the help of a professional landscape designer and removal of existing invasive trees.

Blue Ridge Neighborhood Association

Funds requested from the City	\$2,928.00
Neighborhood match amount	<u>\$ 326.00</u> (11%)
Total Project Cost	\$3,254.00

Recommended funding **\$2,928.00**

The Blue Ridge Neighborhood Association requests funds to enhance the existing wrought iron gate at the neighborhood's North Walnut Street entrance by adding the words "Blue Ridge". This project is in keeping with the neighborhood association's ongoing efforts to enhance the visibility and identity of the neighborhood and to foster a sense of pride among neighbors.

Prospect Hill Neighborhood Association

Funds requested from the City	\$10,000.00
Neighborhood match amount	<u>\$ 2,300.00</u> (23%)
Total Project Cost	\$12,300.00

Recommended funding **\$10,000.00**

The Prospect Hill Neighborhood Association requests funds to hire restoration professionals to repair Rose Hill Cemetery headstones and monuments too difficult/fragile/large for volunteers to handle. Five workshops will be led by a Monroe County History Center volunteer to teach members of the public headstone restoration techniques and skills. The Prospect Hill Neighborhood Association has received Neighborhood Improvement Grant funds totalling \$25,340.00 over the past two years for similar work.

25-54
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF AN AMENDED ENGINEERING CONTRACT FOR HOPEWELL WEST

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site now known as Hopewell, including redevelopment of the main hospital site west of Rogers Street (“Project”); and
- WHEREAS, in Resolution 23-37, the RDC approved the original preliminary engineering contract with Crossroad Engineers, PC to design improvements for Hopewell West, including the new portion of Jackson Street, for an amount not to exceed \$606,640.00, and the RDC approved a first, second and third amendment to the agreement in a total amount not to exceed \$796,640.00; and
- WHEREAS, an amended scope of work to the contract is needed to add additional surveying, which will prepare a pedestrian access easement for the existing sidewalk on private property adjacent to Rogers Street; and
- WHEREAS, City staff have negotiated an amended agreement with Crossroad Engineers to perform the Services (“Amended Agreement”), which is attached to this Resolution as Exhibit A. The not-to-exceed contract amount will increase by \$1,000 to a new total of \$797,640.00; and
- WHEREAS, the Board of Public Works will consider approval of the Amended Agreement with the terms above on May 6, 2025; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; additionally, this Project is eligible for reimbursement from the

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

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

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, reiterates that it serves the public’s best interests, and is an appropriate use of the Consolidated TIF funds.
2. The RDC hereby approves the Amended Agreement and authorizes the City of Bloomington to expend an amount not to exceed \$797,640.00 to pay for the Services, to be payable in accordance with the terms of the Amended Agreement (“Payment”).
3. The Payment authorized above may be made from the Consolidated TIF (Expanded Adam’s Crossing Area). Nothing in this Resolution shall remove the requirement to comply with the City or the RDC’s claims process.
4. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

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

This Fourth Addendum supplements the Agreement for Consulting Services with CrossRoad Engineers, PC (“Agreement”) for the Hopewell West – Jackson Street Project which was entered into on May 8, 2023 and amended on June 18, 2024, August 1, 2024, and November 7, 2024 as follows:

1. **See Article 1. Scope of Service, Article 4. Compensation, Exhibit A Scope of Work and Exhibit B Compensation:** The City shall pay CrossRoad Engineers, PC an amount not to exceed \$1,000.00 for the additional Engineering Services as described in Attachments 1 and 2. The not to exceed amount for the entire project shall be \$797,640. Exhibits A and B are hereby amended to add Attachments 1 and 2.
2. In all other aspects, the Agreement shall remain in effect as originally written.

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

OWNER

CONSULTANT

Kyla Cox Deckard
President, Board of Public Works

Trent Newport, PE, LS
President

Elizabeth Karon
Vice President, Board of Public Works

Date: _____

James Roach
Secretary, Board of Public Works

Date: _____

Margie Rice
Corporation Counsel, Office of the Mayor

Date: _____

Attachment 1

SCOPE OF SERVICES SUPPLEMENT NO. 3

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

- A. Topographic Survey, Boundary, and Platting** – CONSULTANT shall utilize a subconsultant, BRCJ, to perform these services. BRCJ will prepare an exhibit and legal description for a pedestrian access easement a portion of sidewalk on private property along the Centerstone property on S. Rogers St.

Attachment 2

COMPENSATION SUPPLEMENT NO. 3

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

A. Topographic Survey, Boundary, and Platting	
a. BRCJ Exhibit and Legal Description – Centerstone Property	<u>\$1,000</u>
Total Section	\$1,000

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

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

Project Managers: Jane Kupersmith, Andrew Cibor, ~~Deb Kuncie (JS Held)~~, **Anna Dragovich**

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

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

Project Timeline:

Start Date: January 2018

End Date: December 31, 2025

Financial Information:

Estimated full cost of project:	\$37,987,067 \$38,090,712
Sources of funds:	Total: \$37,875,337.00

Consolidated TIF	\$31,617,333 \$31,720,977
Federal Roadway Reconstruction	\$4,601,337.00
	\$19,000.00
READI Grant	\$1,800,000.00

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

Step	Description	Estimated Cost	Timeline
1	Consulting	\$1,749,941.83	2018-2025
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (J.S. Held)	\$627,342	2021-2024
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner's Dev. Rep. – U3 Advisors	\$479,400	2023-24
	1h Website – Ten31	Est. \$22,200	2023-24
	1i Environmental Consulting – for HUD funding	\$48,217.38	2024
	1j. Environmental Testing Hopewell West	\$10,630.45	2025
2	Appraisals	\$50,000	2018-2023
3	Project Agreement with IU Health	\$6,500,000	2018-2024
4.	Due Diligence with Environmental Assessment	\$79,865.63	Nov.2018-Mar. 2019
5.	Master Planner	\$410,000	2020-21
6.	1st Street Reconstruction	\$7,771,230.23	2020-2025
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$495,765.20	Apr. 2023 – Nov. 2025
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	2024

	6f. Construction Changes #2	\$189,144.49	2024
	6g. Lighting Duke Energy	\$82,472.82	2024
7.	Hopewell East	\$18,032,352.94	June 2021 – Dec. 2025
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7e(ii) CO#1 Tree Removal	\$10,053.38	2023
	7e(iii) CO Package #1	\$154,571.81	2023
	7e(iv) CO Package #2	\$14,599.44	2024
	7e(v) CO Package #3	\$142,981.57	2024
	7e(vi) CO Package #4	\$162,332.93	2025
	7f(i) Cassady Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	7f(iii) 2 nd Duke Relocation	\$43,780.58	2024
	7g. Environmental Consulting	\$20,000	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000	2024
	7j. Observation Camera	\$23,707	2023-24
	7k. Park Cameras	\$49,175.03	2024
	7l. Water Meter Fees	\$3,981.00	2024
	7m. Limestone Blocks	\$29,250.00	2025
8.	Kohr Admin Redev.	\$102,955	June 2024
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
	8c Roof and Downspout Repair	\$7,450	2024
9.	Ongoing Services	\$559,327.47	
	9a Security Patrols – Marshall	\$269,657.35	2022-Mar 2025
	9b Enhanced Security	Est.\$95,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
	9e Relocation of Fencing	\$14,723.50	2024
10	Parking Garage	\$87,675	

	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
11.	Neighborhood Signage	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
12.	Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)	\$2,056,560	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$796,640 \$797,640	2023-25
	12b. Construction Inspection	Est. \$121,000	2023-24
	12c. Construction	Est. \$1,022,420	2023-24
	12d. Other Engineering	Est. \$306,500	
13	1% for Arts Allowance	Est. \$192,250	
	13a. Hopewell East “Undulate” by Jonathan Racek	\$100,000	2024-2025
14	Demolition	\$369,387	2024
	14a. All Bldgs at Hopewell South (Except 714 S Rogers)	\$353,052	
	14b. CO #1 – Hopewell South ACM removal at 717-719 W First St., Fairview Out-building, 615 W. First St., and 619 W. First St.	\$12,100	2024
	14b(ii) CO #2 – Hopewell South	\$4,235	
15	714 S Rogers Redevelopment	Est. \$75,000	TBD
	15a. 714 S Rogers St – Water Damage Remediation	\$39,816.18	2024
	15b. Physically Secure Entrances to Building – Ann Kriss	\$12,349.00	2024
	15c Reconnect Electricity and Electrical Services on Site – Woods Electrical	\$15,000.00	2024-25

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

Resolution History:

2018

- 18-13 Project Review and Approval Form
- 18-17 Approval of Contract with Urban Land Institute
- 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
- 18-61 Approval of Funding for Phase 1 Environmental Assessment
- 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment

2019

- 19-28 Approval of Funding for Due Diligence and Legal Fees
- 19-44 Approval of Third Amendment to Purchase Agreement
- 19-94 Approval to Keep Parking Garage
- 19-95 Approval of Fourth Amendment to Purchase Agreement

2020

- 20-09 Approval of Amended Project Review Form
- 20-12 Agreement with Master Planner – SOM
- 20-79 Design Contract for 1st Street Reconstruction
- 20-86 Purchase Agreement for 413 W. 2nd Street
- 20-93 Approval of Phase II Assessment for 413 W. 2nd Street

2021

- 21-32 Design Contract for Phase 1 East
- 21-45 Amended Project Review and Approval Form
- 21-80 Agreement for Naming and Branding Services
- 21-85 Addendum to 1st Street Design Contract

2022

- 22-10 Amended Project Review and Approval Form
- 22-13 Sustainability Consultant Agreement – Guidon
- 22-30 Amendment to Purchase Agreement and Surrender Agreement
- 22-36 Approval of Agreement for Demolition – Renascent, Inc.
- 22-45 Approval of Agreement for Construction Inspection – REA
- 22-48 Agreement for Security Patrols
- 22-62 Approval of Addendum to SB Friedman Agreement
- 22-86 Addendum to Design Agreement with Shrewsberry
- 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
- 22-95 Cassidy Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs

2023

- 23-15 Tree Removal – 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
- 23-37 Preliminary Design Contract for Hopewell West – Crossroad
- 23-42 Construction Agreement for Phase 1 East – Milestone
- 23-45 Owner’s Representative Agreement – U3 Advisors
- 23-51 Parking Garage Assessment – CE Solutions
- 23-52 New Hopewell Website – Ten31

23-56	Amendment to Agreement for Security Patrols
23-61	Amendment to Agreement with J.S. Held
23-65	Amendment to add Phase I East Construction Change Order
23-68	Amendment to add Environmental Consulting to Phase I East
23-69	Second Amendment of Agreement for Security Patrols at Hopewell
23-70	Approval and Support for the Pursuit of the U.S. Department of Transportation's Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program Grant for Hopewell
23-86	Purchase Single Solar Trailer for Cameras at Hopewell
23-87	Recommendation for Demolition of Blocks 8, 9, and 10
23-88	Third Amendment to Agreement for Security Patrols
23-89	VET Environmental for the Kohr Building
23-96	To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
23-97	Approval for Funding for Site Furnishings at Hopewell
23-98	The Green Engineer LEED ND Services Contract
23-113	Change Order Package #1 for the Hopewell East Project
23-114	Fourth Amendment of Agreement for Security Patrols at Hopewell
23-115	Approval of Hopewell Post-Closing Agreement
23-116	Approval of Project Review and Approval for 1 st Street Reconstruction for Hopewell
<u>2024</u>	
24-16	Approval of Secondary Plat for Hopewell East Project
24-17	Approval of Notice of Intent Filing with IDEM In Accordance with Provision of Post-Closing Agreement between the City of Bloomington and IU Health
24-18	Approval of Change Order 1 to Agreement with Renascent, Inc. for Demolition of Hopewell Blocks 8, 9, and 10.
24-19	Approval of Funding for Monitoring Service for Security Cameras at Hopewell
24-21	Fourth Amendment to Agreement for Security Patrols
24-25	Agreement with VET Environmental for 714 S Rogers Remediation
24-26	Repairs to Preserve Kohr Building for Redevelopment
24-32	Agreement with Ann-Kriss to Secure 714 S Rogers Remediation
24-35	Approval of Change Order Package #2 for the Hopewell East Project
24-36	Approval of Hopewell West Secondary Plat
24-38	Fifth Amendment to Agreement for Security Patrols
24-41	Addendum to Agreement with VET for Environmental Services
24-42	Addendum to Agreement with Ann-Kriss for 714 S Rogers
24-49	Amended Project Review and Approval Form
24-50	Change Order #2 for Hopewell South (Demolition of Blocks 8, 9, and 10)
24-51	Change Order Package #3 for Hopewell East
24-52	Amended READI Grant Agreement for Hopewell West
24-53	Amended Preliminary Design Agreement for Hopewell West
24-54	Relocation of Duke Power Lines in Hopewell East
24-55	Procurement and Installation of Park Cameras for Hopewell East
24-56	Agreement with Duke for 1 st Street Lighting
24-58	Second Amendment to Agreement with J.S. Held
24-59	Approval to Pay Water Meter Fee for Hopewell East

- 24-60 Amendment to Agreement with U3
- 24-62 Amendment to Agreement for Security Patrols to Extend Term
- 24-63 Agreement with Belcher Fencing for Hopewell West
- 24-64 Service Agreement with Woods Electrical for 714 S Rogers and Hopewell
- 24-65 Notice of Offering for Hopewell South Block 9 & 10
- 24-67 Approval of Agreement for Public Art in Hopewell East with Jonathan Racek
- 24-69 Approval of Change Order Package #4 for Hopewell East
- 25-44 Agreement with VET for Environmental Services
- 25-49 Approval Supplement #1 for 1st Street Construction Inspection
- 25-52 Approval Funding for Limestone Blocks at Hopewell East
- 25-54 Amended Preliminary Design Agreement for Hopewell West

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

25-55
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF TEMPORARY LEASE AGREEMENT WITH
WEDDLE BROS. BUILDING GROUP

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) has purchased real property and a building at 200 South College Avenue, Bloomington, Indiana;
- WHEREAS, Weddle Bros. Building Group (“Weddle”) has approached City Staff about using a portion of 200 South College Avenue for their field office for construction work on the Bloomington Convention Center Expansion;
- WHEREAS, Staff has negotiated a Temporary Lease Agreement with Weddle, which would permit Weddle to use a portion of 200 South College Avenue for while construction is ongoing at the Bloomington Convention Center;
- WHEREAS, Weddle’s space needs and space availability may change from time to time;
- WHEREAS, the portion of the property to be occupied by Weddle shall be as mutually agreed upon from time to time with the Bloomington Redevelopment Department staff and a description shall be attached to the Temporary Lease Agreement and signed by Weddle and City Staff; and,
- WHEREAS, a copy of the Temporary Lease Agreement is attached to this Resolution as Exhibit A; and

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

1. The Temporary Lease Agreement with Weddle that is attached to this Resolution as Exhibit A is approved. The President of the Redevelopment Commission is authorized to sign the Lease Agreement on behalf of the RDC.
2. Bloomington Redevelopment Department staff is authorized to determine the space that Weddle may occupy at the property from time to time and is authorized to sign an attachment to the Temporary Lease Agreement describing the property to be occupied by Weddle at a given time.
3. Bloomington Redevelopment Department staff is authorized to execute any documentation and make any decisions necessary to effectuate the purposes of the Temporary Lease Agreement.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**TEMPORARY LEASE AGREEMENT
FOR COMMERCIAL SPACE IN
200 SOUTH COLLEGE AVENUE, BLOOMINGTON, INDIANA**

This Temporary Lease Agreement, made and entered into this 5th day of May, 2025, by and between the City of Bloomington Redevelopment Commission a.k.a. Bloomington Department of Redevelopment (“Landlord”), and Weddle Bros. Building Group (“Tenant”) WITNESSETH THAT:

RECITALS

WHEREAS, Landlord owns certain real estate and improvements commonly known as College Square located at 200 South College Avenue, Bloomington, Indiana, (“Temporary Premises”);

WHEREAS, Tenant is in need of space to serve as their field office for construction work on the Bloomington Convention Center;

WHEREAS, Tenant’s space needs and Landlord’s space availability may change from time to time; and,

WHEREAS, Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord the Temporary Premises.

NOW, THEREFORE, in consideration of the Recitals and the mutual promises hereinafter set forth and other good and valuable consideration, the Landlord and Tenant agree as follows:

**ARTICLE I
DESCRIPTION OF PREMISES**

Section 1. Authority of Landlord. The Landlord represents and warrants that it is authorized to enter into this Lease.

Section 2. Lease and Description. The Landlord hereby Leases to Tenant and Tenant hereby Leases from the Landlord the Temporary Premises as mutually agreed upon from time to time. The Bloomington Redevelopment Department staff shall represent the Landlord and a description shall be attached hereto and signed by Tenant and Landlord’s staff. Tenant shall have exclusive use to the attached description, along with the nonexclusive right to use all common areas, including entry ways, hallways, access drives, and all appurtenances thereto and egress and ingress for its business purposes. Tenant agrees to not park and not block any parking spaces immediately bordering College Avenue nor the six (6) easternmost parking spaces immediately bordering Third Street.

ARTICLE II TERM OF LEASE

Except as otherwise provided by this Agreement, Term of this Temporary Lease Agreement shall begin upon execution and create a tenancy at the will of Landlord ("Term") unless otherwise terminated in accordance with this Temporary Lease Agreement.

ARTICLE III RENT

Tenant shall pay no rent.

ARTICLE IV TERMINATION

This Temporary Lease Agreement may be terminated at any time by Tenant. Landlord shall provide a thirty-day (30) notice to Tenant of their intent to terminate this Temporary Lease Agreement.

ARTICLE V USE OF THE PROPERTY

Section 1. Compliance with Law and Regulations. Tenant shall conduct its business therefrom in a safe and lawful manner. Tenant shall use the Temporary Premises at all times in compliance with all applicable laws, rules, regulations, orders, ordinances, directions, and requirements of any governmental authority or agency, now in force or which may hereafter be in force, including without limitation those which shall impose upon the Landlord or Tenant any duty with respect to, or triggered by, a change in the use or occupation of, or any improvement or alteration to, the Temporary Premises such as, for example, the Americans with Disabilities Act.

Section 2. Care of Property and Maintenance. Tenant shall maintain, keep clean, and take good care of the Temporary Premises and common areas, shall commit no waste therein or damage thereto and shall return the Temporary Premises, on the expiration or termination of the Term, in as good a condition as the Temporary Premises was in at the beginning of Tenant's occupancy, excepting ordinary wear and tear, casualty, and any damage not caused by Tenant. Tenant shall be responsible for cleaning, leaf removal, snow and ice removal, trash removal, janitorial services, and landscaping and mowing on the Temporary Premises and all common areas.

Tenant shall be responsible for all maintenance and repair to the Temporary Premises. Repair that occurs outside the Temporary Premises (except those repairs necessitated by negligence or misuse by Tenant or Tenant's employees, agents or invitees), repairs to utility lines, and non-structural repairs caused by Landlord's negligence shall be Landlord's sole responsibility. Tenant shall maintain the interior of the Temporary Premises in good order and repair including replacing light bulbs and lighting. Tenant shall perform routine maintenance and minor repair of the HVAC units. Tenant shall not be required to make repairs for damages (1) covered by warranty of a Landlord

contractor, (2) caused by the Landlord, or (3) caused by another tenant or property owner of the building except those repairs necessitated by negligence or mis-use by Tenant or Tenant's employees, agents or invitees

In the event that Tenant fails to return the Temporary Premises to Landlord in as good a condition as the Temporary Premises was in at the beginning of Tenant's occupancy, Tenant shall be liable to the Landlord for the cost to return the Premises to Landlord in as good a condition as the Premises was in at the beginning of Tenant's occupancy, and any legal costs, including attorney's fees, necessary to obtain said payment.

Section 3. Access by Landlord to Leased Property. Landlord, its agents, prospective tenants, evaluators of the property for the purposes of investigating the feasibility of use of the property for a hotel, purchasers, or mortgagees may inspect and examine the Temporary Premises at all reasonable times upon prior notice to Tenant. In the event of an emergency, the Landlord shall have the right to enter the Temporary Premises at any time.

Section 4. Hazardous Materials. Tenant shall not in any manner use, maintain, or allow the use or maintenance of the Temporary Premises in violation of any law, ordinance, statute, regulation, rule or order (collectively "Laws") of any governmental authority, including but not limited to Laws governing zoning, health, safety (including fire safety), occupational hazards, and pollution and environmental control. Tenant shall not use, maintain, or allow the use or maintenance of the Temporary Premises or any part thereof to treat, store, dispose of, transfer, release, convey or recover hazardous, toxic or infectious waste, nor shall Tenant otherwise, in any manner, possess or allow the possession of any hazardous, toxic or infectious waste on or about the Temporary Premises. Hazardous, toxic or infectious waste shall mean any solid, liquid or gaseous waste, substance or emission or any combination thereof which may (i) cause or significantly contribute to an increase in mortality or in serious illness, or (ii) pose the risk of a substantial present or potential hazard to human health, to the environment or otherwise to animal or plant life, and shall include without limitation hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended; the Resource Conservation and Recovery Act (RCRA), as amended; and any other applicable federal, state or local Laws.

Tenant shall promptly notify the Landlord of the presence or suspected presence of any hazardous, toxic or infectious waste on or about the Temporary Premises and shall deliver to the Landlord any notice received by Tenant relating thereto. Tenant shall indemnify and hold harmless the Landlord, the City of Bloomington, and the officers, agents, and employees of both the Landlord and the City of Bloomington from any and all claims, loss, liability, costs, expenses or damage, including reasonable attorneys' fees and costs of remediation, incurred by the Landlord in connection with any breach by Tenant of its obligations under this Section. The covenants and obligations of Tenant hereunder shall survive the expiration or earlier termination of this Lease.

Section 5. Alterations. Tenant shall not make any alterations, additions or improvements to the Temporary Premises, without the prior written consent of the Landlord.

ARTICLE VI UTILITIES AND SERVICES

Tenant shall pay for all utilities and services based upon or in connection with its usage of the Temporary Premises, including but not limited to gas, electricity, sewer, and water. Tenant shall be responsible for the cost of any communications and data services and installation required for Tenant's needs. Tenant shall begin paying utilities upon execution of this Agreement, and continue through the Term of this Agreement.

ARTICLE VII LIABILITY INSURANCE; INDEMNIFICATION

Section 1. Liability Insurance. Tenant shall, at its sole expense, obtain and keep in force a policy of comprehensive general liability insurance insuring the City of Bloomington, Landlord and Tenant against liability arising out of the ownership, use, occupancy or maintenance of the Temporary Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than \$1,000,000 combined limit for any one accident or occurrence. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. If Tenant shall fail to procure and maintain said insurance Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant.

Section 2. Property Insurance. Landlord shall maintain property insurance for the Temporary Premises for the building and contents to insure against loss or damage by fire or other type of loss customarily covered by such insurance. Landlord reserves the right to alter the insurance limits required hereunder if circumstances necessitate higher or lower limits and shall provide ninety (90) days prior written notice of any such change to Tenant, itemizing the cost and detail of such change. Tenant will insure its business personal property and the tenant improvements made by Tenant.

Section 3. Insurance Policies. Insurance required hereunder shall be obtained from companies that are acceptable to the City of Bloomington and Landlord and the insurance policy(ies) obtained under this Article shall name the City of Bloomington and Landlord as an additional insured(s). Tenant shall deliver to Landlord certificates evidencing the existence and amount of insurance required to be maintained by Tenant hereunder with loss payable clauses that are satisfactory to the City of Bloomington and Landlord. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to the City of Bloomington and Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies maintained by Landlord or Tenant.

Section 4 Indemnity. Tenant shall indemnify and hold harmless the City of Bloomington and Landlord from and against any and all claims arising from Tenant's use of the Temporary Premises, or from the conduct of Tenant's operations or from any activity, work or things done, permitted or suffered by Tenant in or about the Temporary Premises and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default

in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's agents, contractors or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from City of Bloomington or Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord.

ARTICLE VIII DEFAULT AND REMEDIES

Section 1. Default. If either Landlord or Tenant defaults in respect of its covenants under this Lease and fails to cure such default within thirty (30) days after written notice of the existence of such default has been given by the other party, the other party may exercise any remedy available at law or in equity.

Section 2. Attorneys' Fees and Expenses. Tenant shall pay the Landlord's reasonable expenses and attorneys' fees incurred as a result of enforcement of Tenant's failure to comply with any covenant, term or condition of this Lease. Landlord shall pay Tenant's reasonable expenses and attorneys' fees incurred as a result of enforcement of Landlord's failure to comply with any covenant, term, or condition of this Lease.

ARTICLE IX ASSIGNMENT AND SUBLETTING

Tenant shall not enter into an Assignment of this Lease or a Sublease of the Temporary Premises.

ARTICLE X NOTICES, COVENANTS AND REPRESENTATIONS, MISCELLANEOUS

Section 1. Notices. All notices to be given hereunder shall be in writing and shall be deemed to be properly given if sent by certified mail, postage prepaid and, in the case of notices by the Landlord to Tenant, they are addressed to:

Weddle Bros. Building Group
Attn: Lee E. Carmichael
2182 West Industrial Park Drive
Bloomington, Indiana 47404

or to such other address as Tenant may from time to time furnish to the Landlord in writing for such purpose; and in the case of notices by Tenant to the Landlord, if they are addressed to:

Director, Bloomington Redevelopment Department, City of Bloomington
Post Office Box 100

Bloomington, Indiana 47402
With a copy to:

Corporation Counsel
City of Bloomington
Post Office Box 100
Bloomington, Indiana 47402

or to such other addresses as the Landlord may from time to time furnish to Tenant in writing for such purpose.

Section 2. Covenants and Representations. The covenants and agreements contained in this Temporary Lease Agreement shall inure to the benefit and shall be binding upon the parties hereto, and their respective successors and assigns. This Temporary Lease Agreement contains the entire agreement between the Landlord and Tenant and shall not be modified in any manner except by an instrument in writing executed by the Landlord and Tenant.

Section 3. Waiver. The waiver by any party hereto of any term, covenant, or condition contained in this Temporary Lease Agreement shall be in writing, and any waiver in one instance shall not be deemed to be a waiver of such term, covenant, or condition in the future, or any subsequent breach of the same or any other term, covenant, or condition contained in this Lease.

Section 4. Relationship of the Parties. Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent, partnership or joint venture between the parties hereto, it being understood and agreed that any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 5. Governing Law. This Temporary Lease Agreement shall be governed according to the laws of the State of Indiana. Any dispute arising from this Temporary Lease Agreement shall be venued in Monroe County, Indiana.

Section 6. Nondiscrimination. Tenant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment and public accommodations.

Section 7. Quiet Enjoyment. If Tenant performs all of the covenants and agreements herein provided to be performed on Tenant's part, Tenant shall, at all times during the Term, have the peaceable and quiet enjoyment of possession of the Temporary Premises without any manner of hindrance from Landlord or any parties lawfully claiming under Landlord, but subject to the rights of any governmental authority having jurisdiction over the Temporary Premises, the rights of any Mortgagee or the rights retained by Landlord by this Temporary Lease Agreement or by law.

Section 8. Severability. The invalidity of any provision of this Temporary Lease Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

EXECUTED the day and year first above written by duly authorized officers of the parties hereto.

WEDDLE BROS. BUILDING GROUP

By: _____
Signature

Printed Name, Title

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

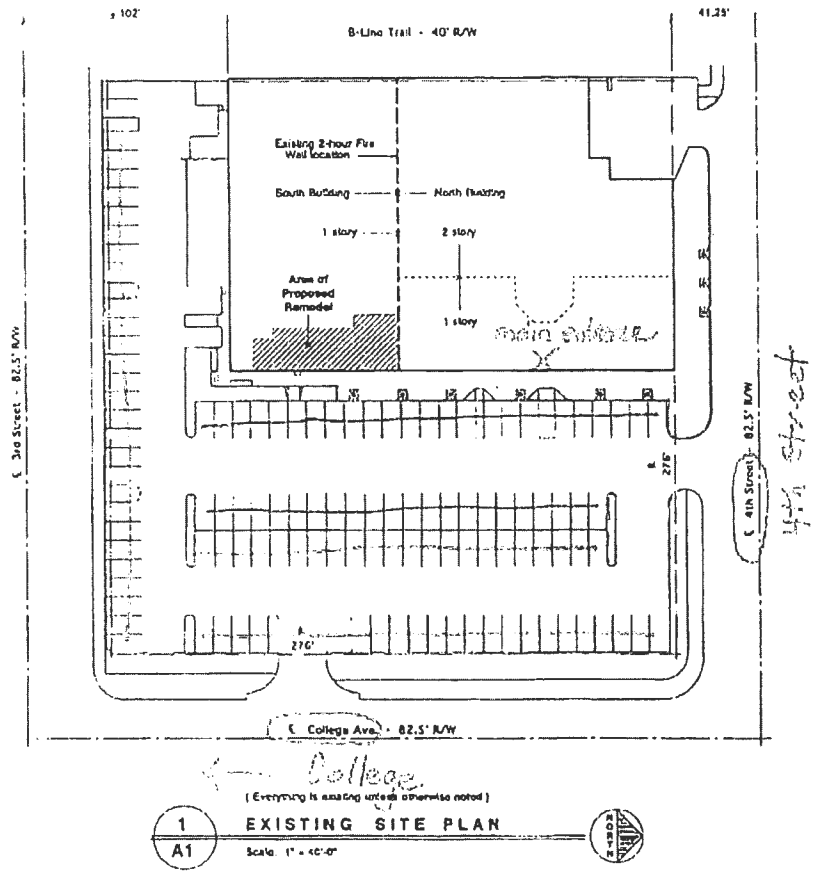
By: _____
Deborah Myerson, President

Witnessed:

By: _____
John West, Secretary

Exhibit A

1/4/19



--- = Asphalted Parking
— = Do Not Park

CODE APPLICATION / SUMMARY
<p>Existing Information</p> <ul style="list-style-type: none"> 2 buildings separated by an existing 2-hour Fire Wall (see Site Plan). South Building: <ul style="list-style-type: none"> 11,515 sf, Group A2, Type VB Restaurant / Banquet Hall, Sprinklered. TBL 503: A2/VB allows 8,000 sf of a 300% 1-story spreader increase (501.2) = 19,000 sf of area > 11,515 sf actual. North Building: <ul style="list-style-type: none"> 18,335 sf, Group B, Type VII office main level, non-sprinklered. 11,493 sf, Group B, Type VII office upper level, non-sprinklered. TBL 503: B/VB allows 8,000 sf of a 175% increase increase (506.2) = 19,790 sf allowable < 18,335 sf actual. Therefore it is pre-existing and non-complying. OAR 12-4-11 allows non-conforming use / occupancy is continue. <p>Proposed Work - South Building</p> <ul style="list-style-type: none"> General Description: <ul style="list-style-type: none"> Remodel an existing conference / banquet / meeting room into offices. Fire Ratings: <ul style="list-style-type: none"> New 1-hour concrete block masonry Fire Barrier occupancy separation wall between existing A2 & proposed B area(s) extending from the existing concrete floor to the bottom of the roof deck. New 1 1/2-hour door & frame assembly in the existing 2-hour Fire Wall. Interior Wall & Ceiling Finisher. Maximum Flame Spread = 700 Maximum Smoke Developed = 450 Specialty Use & Alarms: <ul style="list-style-type: none"> Because the existing Group A portion requires sprinkling throughout, the proposed Group B office area shall be sprinkled (Int. 2.1). Group B occupancy of less than 500 occupants does not require a manual alarm system (907.2.2).

DRAWING INDEX
<p>A1 - Site Plan, Drawing Index, & Code Application</p> <p>A2 - Existing Tenant Space Plan</p> <p>A3 - Existing Hillard Lyons Tenant Space / Proposed Demolition Plan</p> <p>A4 - Reflected Ceiling Demo Plan</p> <p>A5 - Plan of Proposed Remodel & Room Finishes</p> <p>A6 - Reflected Ceiling Plan</p> <p>A7 - Door, Hardware, & Window Schedules</p> <p>A8 - Existing Building Elevations</p> <p>A9 - Wall Sections</p> <p>M1 - Mechanical Plan</p> <p>P1 - Plumbing Plan</p> <p>E1 - Electrical Power Plan</p> <p>E2 - Electrical Lighting Plan</p>

	Office Remodel in College Square Hillard Lyons 202 S. College Ave. Bloomington, IN 47404	
	John Byers Associates 220 N. Rogers Street Bloomington, IN 47404 (812) 332-7436	19 April 2015 Sheet A1

25-56
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF LEASE AT THE FORGE WITH K23 FILMS, INC.

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;

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 the Trades District Technology Center (a.k.a “The Forge”);

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;

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 K23 Films, Inc., which is attached to this Resolution as Exhibit A to lease Unit 5 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 K23 Films, Inc. which is attached to this Resolution as Exhibit A.
3. Bloomington Redevelopment Department staff is authorized to execute any documentation and make any decisions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**TRADES DISTRICT THE FORGE
LEASE**

THIS LEASE is made and entered into as of the 5th day of May, 2025, by and between **DIMENSION MILL, LLC**, an Indiana non-profit organization, hereinafter referred to as “The Mill”, and **K23 FILMS, INC.**, 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 5 (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 363 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 June 1, 2025 (the “Commencement Date”) and shall continue for one (1) year after the Commencement Date.

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 one (1) 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 the rate set forth in Addendum 1. 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:	363 square feet
Rent Per Square Foot:	\$21.00
Annual Base Rent:	\$7,623.00
Monthly Base Rent:	\$635.25

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 2.80% [Premises SF/Total RSF, (363 sf /12,940sf)] 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 (\$2,860.44). 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	\$635.25	\$7,623.00
CAM Costs	\$238.37	\$2,860.44
TOTAL RENT	\$873.62	\$10,483.44

4. **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.

5. **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.

6. 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.

7. 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 10 below.

8. 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.

9. Compliance with EDA Restrictive Covenants.

9(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.

9(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.

9(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.

9(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.

10. 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.

11. 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 housekeeping in areas used.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

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

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

18(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.

19. Assignment and Subletting

19(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.

19(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.

19(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.

19(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.

20. 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,

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

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: Luke Frydenger
617 N. Madison Street, Suite 5
Bloomington, IN 47404

With an email copy to: luke@frydenger.com

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

25. 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.

26. 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.

27. 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.

28. Mill Membership. At no additional cost to K23 Films, Inc., Tenant shall obtain a special Mill membership providing access to additional conference rooms and discounted use of The Mill's event hall.

29. 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: _____

John Fernandez

Its: Interim Executive Director

K23 Films, Inc.

By: _____

Luke Frydenger

Its: Founder

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)

Exhibit A



ADDENDUM 1 - RENT ADJUSTMENTS TO LEASE AGREEMENT DATED

BY AND BETWEEN

AND

THE MILL

Should Tenant exercise its lease extension options, 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.

25-57
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

RATIFICATION OF SERVICES PROVIDED AND FOR
PAYMENT THEREOF TO NATURE’S WAY

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) approved the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”) to create a geographical center of innovation called the Trades District;
- WHEREAS, as part of the upkeep of the newly renovated infrastructure in the Trades District and the Trades District Garage, the RDC approved an agreement with Nature’s Way in Resolution 23-08 to perform landscaping and maintenance in the Trades District (“Agreement”);
- WHEREAS, in Resolutions 23-18, 23-24, and 24-29 the RDC approved addenda to the agreement to add tree trimming and interior plant maintenance services to the agreement, which brought the total amount of the Agreement to \$44,000.00 for 2023, and extended that agreement until December 31, 2024;
- WHEREAS, City Staff and Nature’s Way have continued operating under the expired contract terms while arrangements are being made by City Staff to procure landscape maintenance services in a manner consistent with the operations of the City of Bloomington;
- WHEREAS, as part of Nature’s Way services for 2025, Nature’s Way has invoiced the RDC in the amount of Nine Thousand Six Hundred Forty-Three Dollars and Ninety Cents (\$9,643.90), attached hereto as Exhibit A; and,
- WHEREAS, the RDC ratifies the procurement of services stated in said invoice and determines that funds are available from its maintenance and services account to pay the Nature’s Way invoice.

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

1. The RDC finds that the above described expenditure is an appropriate use of the available funds, and finds that the services provided served the public’s best interest and ratifies the same.
2. The RDC hereby approves the payment of the Nature’s Way invoice, which is attached hereto as Exhibit A, in the amount of Nine Thousand Six Hundred Forty-Three Dollars and Ninety Cents (\$9,643.90).

3. City Staff is authorized to execute any documentation and make any decisions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Redevelopment Commission Claim

Project Name	Trades District	Date Submitted	4/17/25
Resolution #	25-02	Funding Source <small>(It should be on your resolution) Consolidated TIF (4445) or 2519</small>	2519
Funding Acct <small>(It should be on your resolution)</small>	53990	Funding Acct Examples	Adams Crossing, Downtown, Tapp Rd, Thomson/Walnut, Whitehall/3rd, Bloomfield Rd, Kinser Prow
Payee	Nature's Way	Vetted in New World Y/N	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Purchase Order Open?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Purchase Order #	2025-1180
Project Code?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Project Code	
Attachments	Project Summary		
<input checked="" type="checkbox"/>	Invoice	Trades District Landscaping INV 397	
<input type="checkbox"/>	Resolution/Contract		
<input type="checkbox"/>	Supporting Documentation		
Approvals			
Name Submitting	Susan Coates	Department Submitting	ESD
Signature	<i>SCoates</i>	Date	04/17/2025
Department Head Approval	<i>[Signature]</i>	Date	04/21/2025
HAND Dept Head Approval		Date	
Contract Amount	0	Claims Subtotal	0.00 9643.9
		Contract Balance	0.00 -9643.9
	Date Submitted	Amount	
Claim Amount-all old claims	4/17/2025	9643.90	
Claim Amount-2			
Claim Amount-3			
Claim Amount-4			
Claim Amount-5			
Claim Amount-6			
Claim Amount-7			
Claim Amount-8			
Claim Amount-9			
Claim Amount-10			



7330 Wayport Rd.
Bloomington, IN 47408

PO BOX 6896
BLOOMINGTON, IN 47407

FD-2025-1180
Invoice 397

Date	PO#
03/31/25	
Sales Rep	Terms
ZACHARY YOUNG	Net 30

Bill To
CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION P.O. BOX 100 BLOOMINGTON, IN 47402

Property Address
TRADES DISTRICT 489 W. 10TH ST. BLOOMINGTON, IN 47404

Description	Qty / UOM	Rate	Ext. Price	Amount
#1068 - Landscape Maintenance - 2025				
Mulch Install - 03/20/2025				\$6,600.00
Bed Definition - 03/20/2025				\$352.00
EM - Ornamental Grass - 03/19/2025				\$554.40
Seasonal Color Install - Spring - 03/19/2025				\$2,062.50
#1068 - Landscape Maintenance - 2025				
Watering - 03/28/2025				\$75.00

Received/OK to Pay

By:

Date:

PO#:

GL#:

Fund:

2519-15-150000-53990

Received in ESD

APR 17 2025

Subtotal	\$9,643.90
Sales Tax	\$0.00
Total	\$9,643.90
Credits/Payments	(\$0.00)
Balance Due	\$9,643.90

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	90+ Days Past Due
\$9,643.90	\$0.00	\$0.00	\$0.00	\$0.00