

AGENDA
REDEVELOPMENT COMMISSION
April 22, 2024, at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

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

Join Zoom Meeting

<https://bloomington.zoom.us/j/84475889575?pwd=xXA4da0yWBgYdfnJcqbuCBkd6TPbPm.1>

Meeting ID: 844 7588 9575

Passcode: 994718

- I. ROLL CALL**
- II. READING OF THE MINUTES** –April 1, 2024
- III. EXAMINATION OF CLAIM REGISTERS** – April 12, 2024 for \$974,132.92
- IV. EXAMINATION OF PAYROLL REGISTERS** April 5, 2024 for \$38,404.17 and April 19, 2024 for \$36,579.43
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. Business Development Updates
 - E. Hopewell Update
- VI. NEW BUSINESS**
 - A. Resolution 24-31: Approval of Model Lease for Trades District Tech Center
 - B. Resolution 24-35: Approval of Change Order Package #2 to Project Agreement with Milestone Contractors for Hopewell Phase 1 East
 - C. Resolution 24-36: Approval of Secondary Plat for Hopewell West
 - D. Resolution 24-37: Approval of Neighborhood Improvements Grants
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Monday, April 1, 2024, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton
Street, Room 135, and via Zoom, with President Deb Hutton presiding:

I. ROLL CALL

Commissioners Present: Deb Hutton, Deborah Myerson, Randy Cassady, Sue Sgambelluri, and John West attended in person. Sam Fleener, MCCSC Representative attended via Zoom

Commissioners Absent: None

City Staff Present: Larry Allen, City Attorney, Legal Department; Anna Killion-Hanson, Director, HAND; Christina Finley, Financial Specialist, HAND; Roy Aten, Senior Project Manager, Engineering Department

Others Present: Dave Askins, B Square Bulletin; Jen Pearl, Bloomington Economic Development Corporation; Lucas Gonzalez; Sam Dove

II. READING OF THE MINUTES – John West moved to approve the March 18, 2024 minutes. Sue Sgambelluri seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTERS – John West moved to approve the claim register for March 29, 2024, for \$318,309.63. Deborah Myerson seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Sue Sgambelluri moved to approve the payroll register for March 22, 2024, for \$43,349.18. Deborah Myerson seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director’s Report. Anna Hanson was available to answer questions.

B. Legal Report: Larry Allen was available to answer questions.

C. Treasurer’s Report: Larry Allen was available to answer questions.

D. Business Development Updates: Larry Allen was available to answer questions.

E. Hopewell Update: Larry Allen was available to answer questions.

VI. NEW BUSINESS

A. Resolution 24-32: Approval of Contract with Ann-Kriss LLC to Secure 714 S. Rogers Street. The property is unoccupied, and it needs to be cleaned up from recent intrusions and to have potential points of entry on the building secured. After obtaining quotes, staff identified Ann-Kriss LLC as the best provider of the services. Staff negotiated an agreement with Ann-Kriss to perform the services at the property for an amount not to exceed \$8,560.

Staff answered questions from the commissioners. Deb Hutton asked for public comment. There were no comments from the public.

Sue Sgambelluri moved to approve Resolution 24-32. John West seconded the motion. The motion passed unanimously.

B. Resolution 24-33: Approval of Assignment and Assumption Agreement.

Larry Allen stated the RDC approved the second addendum to the parking agreement with Crawford & Company (d.b.a. Praxis Consulting), that modified and extended the lease of parking spaces at 216 S. College on January 22, 2024. Crawford has created a new subsidiary company, Praxis Risk Services, and Crawford would like to assign all of RDC's rights and obligations under the agreement to Praxis Risk Services.

Staff answered questions from the commissioners. Deb Hutton spoke to Anna Killion-Hanson early in the day with a few suggested amendments. Those suggested amendments were forwarded to Larry Allen before the meeting. Allen corrected a few typos and added a sentence to clarify that Deb Hutton can sign the assumption agreement.

Deb Hutton asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 24-33 as amended. Deborah Myerson. The motion passed unanimously.

C. Resolution 24-34: Approval of Agreement with CSX for the B-Line Trail and Multiuse Path Project for Railroad Flagging. In Resolution 19-91, the RDC approved a project review and approval form for an extension of the B-Line Trail to a new multi-use path on 17th Street and to improve the intersection of West Fountain Drive and North Crescent Road. The project includes trails that will be constructed adjacent to railroad tracks owned by CSX Transportation. City staff negotiated an agreement with CSX for inspection and flagging services for a total amount not to exceed \$47,300, which the RDC approved on June 20, 2023, via Resolution 23-50. It is estimated that the cost of flagging services will require an additional \$75,000 to complete the project.

Staff answered questions from the commissioners. Larry Allen explained a few amendments that were suggested by Deb Hutton. The amendments included correcting typos and changing the date so that it aligned with the project estimate. Those changes were made prior to the meeting.

Deb Hutton asked for public comment. There were no comments from the public.

John West moved to approve Resolution 24-34. Sue Sgambelluri seconded the motion. The motion passed unanimously.

D. BUSINESS/GENERAL DISCUSSION

The April 15 RDC meeting will be canceled due to lack of a quorum and rescheduled for April 22.

XI. ADJOURNMENT – Sue Sgambelluri moved to adjourn. John West seconded the motion. The meeting adjourned at 5:30 p.m.

Deborah Hutton, President

Sue Sgambelluri, Secretary

Date: _____



4KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

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

JESSICA MCCLELLAN
CONTROLLER

CONTROLLER'S OFFICE

p 812.349.3412
f 812.349.3456
controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 04-12-2024 (\$974,132.92)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 03-29-2024 to 04-12-2024. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

A handwritten signature in cursive script that reads "Cheryl Gilliland".

Cheryl Gilliland-Deputy Controller
Controller's Office

In consultation with Anna Hanson, Interim Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 03-29-2024 to 04-12-2024, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

A handwritten signature in cursive script that reads "Larry Allen".

Larry Allen, City Attorney



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/29/24 - 04/12/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 15 - HAND										
Program 151000 - Neighborhood										
Account 53960 - Grants										
8803 - The Woodlands Winding Brook HOA Assoc. INC	1261	15-Neighborhood Improve Grant-Construction document development	Paid by EFT # 58364		04/02/2024	04/02/2024	04/12/2024		04/12/2024	2,775.00
8803 - The Woodlands Winding Brook HOA Assoc. INC	1262	15-Neighborhood Improvement Grant - Project mgmt Services 2023	Paid by EFT # 58364		04/02/2024	04/02/2024	04/12/2024		04/12/2024	2,000.00
							Account 53960 - Grants Totals	Invoice Transactions 2		\$4,775.00
							Program 151000 - Neighborhood Totals	Invoice Transactions 2		\$4,775.00
Program 151600 - Title 16										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	357764034001	15-Storage Boxes for Rental Files	Paid by EFT # 58314		04/02/2024	04/02/2024	04/12/2024		04/12/2024	80.46
							Account 52110 - Office Supplies Totals	Invoice Transactions 1		\$80.46
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	45901	15-Engraving & Stamp Ctr-Signature Stamp-Anna Hanson	Paid by Check # 78240		04/02/2024	04/02/2024	04/12/2024		04/12/2024	33.50
8658 - Kleindorfer's Hardware LLC	776835	15-Flash Light for Inspections	Paid by EFT # 58292		04/02/2024	04/02/2024	04/12/2024		04/12/2024	17.49
							Account 52420 - Other Supplies Totals	Invoice Transactions 2		\$50.99
							Program 151600 - Title 16 Totals	Invoice Transactions 3		\$131.45
							Department 15 - HAND Totals	Invoice Transactions 5		\$4,906.45
							Fund 101 - General Fund (S0101) Totals	Invoice Transactions 5		\$4,906.45
Fund 153 - LIT - Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
1785 - Monroe County Land Title Co., INC (Title Plus)	DOWNPAY-HENSON	15-Downpayment Closing Cost-T. Henson-907 N Lindbergh Dr	Paid by EFT # 58385		04/08/2024	04/08/2024	04/08/2024		04/08/2024	47,500.00
							Account 53960 - Grants Totals	Invoice Transactions 1		\$47,500.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/29/24 - 04/12/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 153 - LIT – Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
9216 - Williams Creek Management Corporation	24044	5-Evergreen Village Lots 2 & 4 Eco Maintenance	Paid by EFT # 58381		04/02/2024	04/02/2024	04/12/2024		04/12/2024	3,410.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$3,410.00</u>
							Program 150000 - Main Totals		Invoice Transactions 2	<u>\$50,910.00</u>
							Department 15 - HAND Totals		Invoice Transactions 2	<u>\$50,910.00</u>
							Fund 153 - LIT – Economic Development Totals		Invoice Transactions 2	<u>\$50,910.00</u>
Fund 254 - HOME										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
686 - Habitat For Humanity of Monroe County INC	H4H-3.21.24	15-Habitat New Construction 2010 Bernard Dr-15% w/held payment	Paid by EFT # 276		04/02/2024	04/02/2024	04/12/2024		04/12/2024	6,000.00
5900 - VET Environmental Engineering, LLC	7362	15-Environmental Services at Arlington Pk EA- Stracat calculatio	Paid by EFT # 277		04/02/2024	04/02/2024	04/12/2024		04/12/2024	1,750.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<u>\$7,750.00</u>
							Program 150000 - Main Totals		Invoice Transactions 2	<u>\$7,750.00</u>
							Department 15 - HAND Totals		Invoice Transactions 2	<u>\$7,750.00</u>
							Fund 254 - HOME Totals		Invoice Transactions 2	<u>\$7,750.00</u>
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
19362 - CrossRoad Engineers, PC	240315	15-Hopewell West - Jackson Street 01/27/24-02/23/24	Paid by EFT # 58238		04/02/2024	04/02/2024	04/12/2024		04/12/2024	93,084.20
18844 - First Financial Bank, N.A.	MILHOPEPHIE-APP7	15-Milestone -Hopewell PH1 E. Infrastructure- Feb 2024-App 7	Paid by Check # 78241		04/02/2024	04/02/2024	04/12/2024		04/12/2024	37,129.47
2671 - Hannum, Wagle & Cline Engineering (HWC Engineering)	2022-258-I-00010	15-1st Street Reconstruction - CE 01/29/24-02/25/24	Paid by EFT # 58265		04/02/2024	04/02/2024	04/12/2024		04/12/2024	9,339.96



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/29/24 - 04/12/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
19278 - Milestone Contractors, LP	MILHOPEPHIE-APP7	15-Hopewell Phase 1 East Infrastructure 02/01-02/29/24-App 7	Paid by EFT # 58310		04/02/2024	04/02/2024	04/12/2024		04/12/2024	705,459.88
3444 - Rundell Ernstberger Associates, INC	2022-1671-17	15-Hopewell PH 1 East - Inspection through 02/29/24	Paid by EFT # 58339		04/02/2024	04/02/2024	04/12/2024		04/12/2024	37,034.22
9084 - The Green Engineer, INC	12261	04-LEED Project Management for Hopewell-billing through 3/9/24	Paid by EFT # 58361		04/02/2024	04/02/2024	04/12/2024		04/12/2024	5,055.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 6	\$887,102.73
							Program 159001 - Adams Crossing Area Totals		Invoice Transactions 6	\$887,102.73
Program 159006 - West 17th Street Area										
Account 53990 - Other Services and Charges										
19362 - CrossRoad Engineers, PC	240055	07-B-Line Extension (CE) 12/30/23-01/26/24	Paid by EFT # 58238		04/02/2024	04/02/2024	04/12/2024		04/12/2024	540.28
5409 - VS Engineering, INC	462818	15-17th Street WEST Construction Inspection through 02/29/24	Paid by EFT # 58374		04/02/2024	04/02/2024	04/12/2024		04/12/2024	12,982.90
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	\$13,523.18
							Program 159006 - West 17th Street Area Totals		Invoice Transactions 2	\$13,523.18
							Department 15 - HAND Totals		Invoice Transactions 8	\$900,625.91
							Fund 439 - Consolidated TIF Totals		Invoice Transactions 8	\$900,625.91
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
321 - Harrell Fish, INC (HFI)	ZW10815	04- Toilet Repair Work at 627 N Morton- 2/6/24	Paid by EFT # 58266		04/02/2024	04/02/2024	04/12/2024		04/12/2024	1,390.26
656 - B&L Sheet Metal and Roofing, INC	2065224	04-New Downspouts & Repairs-Kohr Bldg-714 S. Rogers-3/15/24	Paid by EFT # 58203		04/02/2024	04/02/2024	04/12/2024		04/12/2024	7,450.00
223 - Duke Energy	9101205749170324	15-489 10th St W. Misc: CmrcI Spce-elec. chgs 02/21/24-03/20/24	Paid by Check # 78231		04/03/2024	04/03/2024	04/03/2024		04/03/2024	444.82
2260 - Republic Services, INC	0694-003328907	15-627 N Morton St- trash serv April 2024- incl overage 2/22/24	Paid by EFT # 58181		04/03/2024	04/03/2024	04/03/2024		04/03/2024	228.83



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/29/24 - 04/12/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
364 - Rumpke Of Indiana, LLC	3700202044-0224	15-Trash Service for Showers West Plaza - February 2024	Paid by EFT # 58182		04/03/2024	04/03/2024	04/03/2024		04/03/2024	116.80
364 - Rumpke Of Indiana, LLC	3700202044-0324	15-Trash Service for Showers West Plaza - March 2024	Paid by EFT # 58182		04/03/2024	04/03/2024	04/03/2024		04/03/2024	123.81
2260 - Republic Services, INC	0694-003329749	06-Trash service for College Square - April 2024	Paid by EFT # 58181		04/03/2024	04/03/2024	04/03/2024		04/03/2024	186.04
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 7	\$9,940.56
							Program 150000 - Main Totals		Invoice Transactions 7	\$9,940.56
							Department 15 - HAND Totals		Invoice Transactions 7	\$9,940.56
							Fund 444 - RDC Totals		Invoice Transactions 7	\$9,940.56
							Grand Totals		Invoice Transactions 24	\$974,132.92

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
04/12/24	Claims				\$974,132.92
					<u>\$974,132.92</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 \$974,132.92

Dated this 9th day of April year of 2024.

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

Fiscal Office Cheryl Belilant



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON
401 N Morton St

Post Office Box 100
Bloomington IN 47402

**JESSICA MCCLELLAN
CONTROLLER**

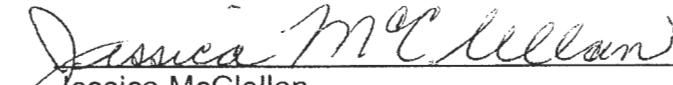
CONTROLLER'S OFFICE
p 812.349.3416

f 812.349.3456
controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: April 5, 2024
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 03/18/2024 to 03/31/2024. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.



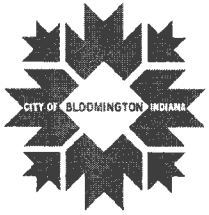
Jessica McClellan
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 04/05/24 - 04/05/24
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	04/05/2024	2,277.43		.00	200.26	138.85	32.47	67.86	42.75	178.23	1,617.01
			.00	.00	2,139.38	2,239.38	2,239.38	2,139.38	2,139.38		
		\$2,277.43	\$0.00	\$0.00	\$200.26	\$138.85	\$32.47	\$67.86	\$42.75	\$178.23	\$1,617.01
10000 Bixler, Daniel R 2594	04/05/2024	1,705.69		.00	128.81	95.73	22.38	48.63	30.64	191.83	1,187.67
			.00	.00	1,543.96	1,543.96	1,543.96	1,543.96	1,543.96		
		\$1,705.69	\$0.00	\$0.00	\$128.81	\$95.73	\$22.38	\$48.63	\$30.64	\$191.83	\$1,187.67
10000 Collins, Barry 0111	04/05/2024	1,250.00		.00	192.31	77.50	18.12	40.38	21.88	.00	899.81
			.00	.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		
		\$1,250.00	\$0.00	\$0.00	\$192.31	\$77.50	\$18.12	\$40.38	\$21.88	\$0.00	\$899.81
2771 Council, David R	04/05/2024	1,742.79		.00	73.66	88.88	20.79	42.80	26.97	400.90	1,088.79
			.00	.00	1,363.53	1,433.53	1,433.53	1,363.53	1,363.53		
		\$1,742.79	\$0.00	\$0.00	\$73.66	\$88.88	\$20.79	\$42.80	\$26.97	\$400.90	\$1,088.79
3232 Davis, Rebecca D	04/05/2024	1,857.69		.00	174.17	111.14	25.99	56.74	35.75	106.35	1,347.55
			.00	.00	1,756.54	1,792.54	1,792.54	1,756.54	1,756.54		
		\$1,857.69	\$0.00	\$0.00	\$174.17	\$111.14	\$25.99	\$56.74	\$35.75	\$106.35	\$1,347.55
10000 Finley, Christina L 0187	04/05/2024	2,322.12		.00	269.06	144.38	33.76	73.65	47.18	33.78	1,720.31
			.00	.00	2,318.62	2,328.62	2,328.62	2,318.62	2,318.62		
		\$2,322.12	\$0.00	\$0.00	\$269.06	\$144.38	\$33.76	\$73.65	\$47.18	\$33.78	\$1,720.31
2393 Hayes, Chastina J	04/05/2024	1,899.70		.00	145.18	114.85	26.86	59.03	31.98	216.55	1,305.25
			.00	.00	1,827.43	1,852.43	1,852.43	1,827.43	1,827.43		
		\$1,899.70	\$0.00	\$0.00	\$145.18	\$114.85	\$26.86	\$59.03	\$31.98	\$216.55	\$1,305.25
10000 Hewett, John H 0251	04/05/2024	2,311.86		.00	203.45	130.24	30.46	64.62	40.71	404.02	1,438.36
			.00	.00	2,000.56	2,100.56	2,100.56	2,000.56	2,000.56		
		\$2,311.86	\$0.00	\$0.00	\$203.45	\$130.24	\$30.46	\$64.62	\$40.71	\$404.02	\$1,438.36
			\$0.00	\$0.00	\$2,000.56	\$2,100.56	\$2,100.56	\$2,000.56	\$2,000.56		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 04/05/24 - 04/05/24
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	04/05/2024	2,301.92		.00	155.94	139.79	32.69	50.59	31.87	697.27	1,193.77
			.00	.00	1,604.65	2,254.65	2,254.65	1,604.65	1,604.65		
		\$2,301.92	\$0.00	\$0.00	\$155.94	\$139.79	\$32.69	\$50.59	\$31.87	\$697.27	\$1,193.77
3306 Killion-Hanson, Anna	04/05/2024	4,507.15		.00	282.96	264.78	61.93	137.95	86.91	236.36	3,436.26
			.00	.00	4,270.79	4,270.79	4,270.79	4,270.79	4,270.79		
		\$4,507.15	\$0.00	\$0.00	\$282.96	\$264.78	\$61.93	\$137.95	\$86.91	\$236.36	\$3,436.26
1516 Liford, Kenneth T	04/05/2024	1,896.31		.00	130.88	117.57	27.49	60.28	37.98	46.60	1,475.51
			.00	.00	1,866.31	1,896.31	1,896.31	1,866.31	1,866.31		
		\$1,896.31	\$0.00	\$0.00	\$130.88	\$117.57	\$27.49	\$60.28	\$37.98	\$46.60	\$1,475.51
1378 Sandweiss, Noah S	04/05/2024	2,947.62		.00	388.25	177.34	41.48	91.15	57.00	102.48	2,089.92
			.00	.00	2,860.41	2,860.41	2,860.41	2,860.41	2,860.41		
		\$2,947.62	\$0.00	\$0.00	\$388.25	\$177.34	\$41.48	\$91.15	\$57.00	\$102.48	\$2,089.92
10000 Stong, Mary J 0471	04/05/2024	2,019.81		.00	180.01	113.47	26.54	58.31	36.74	350.24	1,254.50
			.00	.00	1,805.21	1,830.21	1,830.21	1,805.21	1,805.21		
		\$2,019.81	\$0.00	\$0.00	\$180.01	\$113.47	\$26.54	\$58.31	\$36.74	\$350.24	\$1,254.50
504 Swinney, Matthew P	04/05/2024	2,210.11		.00	318.25	137.41	32.14	71.10	44.80	37.94	1,568.47
			.00	.00	2,201.30	2,216.30	2,216.30	2,201.30	2,201.30		
		\$2,210.11	\$0.00	\$0.00	\$318.25	\$137.41	\$32.14	\$71.10	\$44.80	\$37.94	\$1,568.47
2477 Toothman, Cody B	04/05/2024	2,210.11		.00	56.49	127.73	29.87	65.30	39.58	155.16	1,735.98
			.00	.00	2,060.18	2,060.18	2,060.18	2,060.18	2,060.18		
		\$2,210.11	\$0.00	\$0.00	\$56.49	\$127.73	\$29.87	\$65.30	\$39.58	\$155.16	\$1,735.98
2305 Van Rooy, Angela L	04/05/2024	2,107.86		.00	116.02	130.69	30.57	61.62	38.83	224.25	1,505.88
			.00	.00	1,907.86	2,107.86	2,107.86	1,907.86	1,907.86		
		\$2,107.86	\$0.00	\$0.00	\$116.02	\$130.69	\$30.57	\$61.62	\$38.83	\$224.25	\$1,505.88
10000 Wills, Dee A 3418	04/05/2024	1,134.98		.00	87.91	67.44	15.76	33.52	25.94	130.53	773.88
			.00	.00	1,037.71	1,087.71	1,087.71	1,037.71	1,037.71		
		\$1,134.98	\$0.00	\$0.00	\$87.91	\$67.44	\$15.76	\$33.52	\$25.94	\$130.53	\$773.88
			\$0.00	\$0.00	\$1,037.71	\$1,087.71	\$1,087.71	\$1,037.71	\$1,037.71		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 04/05/24 - 04/05/24
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
728 Wright, Edward E	04/05/2024	1,701.02		.00	161.75	102.48	23.97	53.39	28.93	52.77	1,277.73
			.00	.00	1,653.01	1,653.01	1,653.01	1,653.01	1,653.01		
		\$1,701.02		\$0.00	\$161.75	\$102.48	\$23.97	\$53.39	\$28.93	\$52.77	\$1,277.73
			\$0.00	\$0.00	\$1,653.01	\$1,653.01	\$1,653.01	\$1,653.01	\$1,653.01		
HAND - Housing & Neighborhood Dev		\$38,404.17		\$0.00	\$3,265.36	\$2,280.27	\$533.27	\$1,136.92	\$706.44	\$3,565.26	\$26,916.65
			\$0.00	\$0.00	\$35,467.45	\$36,778.45	\$36,778.45	\$35,467.45	\$35,467.45		
Grand Totals		\$38,404.17		\$0.00	\$3,265.36	\$2,280.27	\$533.27	\$1,136.92	\$706.44	\$3,565.26	\$26,916.65
			\$0.00	\$0.00	\$35,467.45	\$36,778.45	\$36,778.45	\$35,467.45	\$35,467.45		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/5/2024	Payroll				38,404.17
					<u>38,404.17</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 \$ 38,404.17

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**

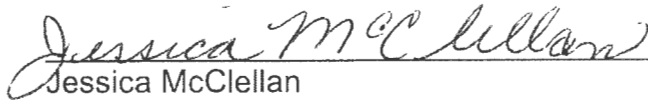
CONTROLLER'S OFFICE
p 812.349.3416

f 812.349.3456
controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: April 19, 2024
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 04/01/2024 to 04/14/2024. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.



Jessica McClellan
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 04/19/24 - 04/19/24
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	04/19/2024	2,277.43		.00	200.26	138.84	32.47	67.86	42.75	178.23	1,617.02
			.00	.00	2,139.38	2,239.38	2,239.38	2,139.38	2,139.38		
		\$2,277.43	\$0.00	\$0.00	\$200.26	\$138.84	\$32.47	\$67.86	\$42.75	\$178.23	\$1,617.02
10000 Bixler, Daniel R 2594	04/19/2024	1,705.68		.00	128.81	95.72	22.39	48.63	30.64	191.83	1,187.66
			.00	.00	1,543.95	1,543.95	1,543.95	1,543.95	1,543.95		
		\$1,705.68	\$0.00	\$0.00	\$128.81	\$95.72	\$22.39	\$48.63	\$30.64	\$191.83	\$1,187.66
10000 Collins, Barry 0111	04/19/2024	1,225.00		.00	189.81	75.95	17.76	39.57	21.44	.00	880.47
			.00	.00	1,225.00	1,225.00	1,225.00	1,225.00	1,225.00		
		\$1,225.00	\$0.00	\$0.00	\$189.81	\$75.95	\$17.76	\$39.57	\$21.44	\$0.00	\$880.47
2771 Council, David R	04/19/2024	1,742.79		.00	73.66	88.88	20.78	42.80	26.97	400.90	1,088.80
			.00	.00	1,363.53	1,433.53	1,433.53	1,363.53	1,363.53		
		\$1,742.79	\$0.00	\$0.00	\$73.66	\$88.88	\$20.78	\$42.80	\$26.97	\$400.90	\$1,088.80
3232 Davis, Rebecca D	04/19/2024	1,857.68		.00	174.17	111.14	25.99	56.74	35.75	106.35	1,347.54
			.00	.00	1,756.53	1,792.53	1,792.53	1,756.53	1,756.53		
		\$1,857.68	\$0.00	\$0.00	\$174.17	\$111.14	\$25.99	\$56.74	\$35.75	\$106.35	\$1,347.54
10000 Finley, Christina L 0187	04/19/2024	2,322.12		.00	269.06	144.37	33.77	73.65	47.18	33.78	1,720.31
			.00	.00	2,318.62	2,328.62	2,328.62	2,318.62	2,318.62		
		\$2,322.12	\$0.00	\$0.00	\$269.06	\$144.37	\$33.77	\$73.65	\$47.18	\$33.78	\$1,720.31
2393 Hayes, Chastina J	04/19/2024	1,899.70		.00	145.18	114.85	26.87	59.03	31.98	216.55	1,305.24
			.00	.00	1,827.43	1,852.43	1,852.43	1,827.43	1,827.43		
		\$1,899.70	\$0.00	\$0.00	\$145.18	\$114.85	\$26.87	\$59.03	\$31.98	\$216.55	\$1,305.24
10000 Hewett, John H 0251	04/19/2024	2,311.86		.00	203.45	130.23	30.46	64.62	40.71	404.02	1,438.37
			.00	.00	2,000.56	2,100.56	2,100.56	2,000.56	2,000.56		
		\$2,311.86	\$0.00	\$0.00	\$203.45	\$130.23	\$30.46	\$64.62	\$40.71	\$404.02	\$1,438.37
			\$0.00	\$0.00	\$2,000.56	\$2,100.56	\$2,100.56	\$2,000.56	\$2,000.56		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 04/19/24 - 04/19/24
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	04/19/2024	2,301.92		.00	155.94	139.79	32.69	50.59	31.87	697.27	1,193.77
			.00	.00	1,604.65	2,254.65	2,254.65	1,604.65	1,604.65		
		\$2,301.92	\$0.00	\$0.00	\$155.94	\$139.79	\$32.69	\$50.59	\$31.87	\$697.27	\$1,193.77
3306 Killion-Hanson, Anna	04/19/2024	4,507.16		.00	282.96	264.79	61.93	137.95	86.91	236.36	3,436.26
			.00	.00	4,270.80	4,270.80	4,270.80	4,270.80	4,270.80		
		\$4,507.16	\$0.00	\$0.00	\$282.96	\$264.79	\$61.93	\$137.95	\$86.91	\$236.36	\$3,436.26
1516 Liford, Kenneth T	04/19/2024	1,896.30		.00	130.88	117.57	27.50	60.28	37.98	46.60	1,475.49
			.00	.00	1,866.30	1,896.30	1,896.30	1,866.30	1,866.30		
		\$1,896.30	\$0.00	\$0.00	\$130.88	\$117.57	\$27.50	\$60.28	\$37.98	\$46.60	\$1,475.49
1378 Sandweiss, Noah S	04/19/2024	2,307.69		.00	247.47	137.67	32.20	70.48	44.08	102.48	1,673.31
			.00	.00	2,220.48	2,220.48	2,220.48	2,220.48	2,220.48		
		\$2,307.69	\$0.00	\$0.00	\$247.47	\$137.67	\$32.20	\$70.48	\$44.08	\$102.48	\$1,673.31
10000 Stong, Mary J 0471	04/19/2024	2,019.81		.00	180.01	113.48	26.54	58.31	36.74	350.24	1,254.49
			.00	.00	1,805.21	1,830.21	1,830.21	1,805.21	1,805.21		
		\$2,019.81	\$0.00	\$0.00	\$180.01	\$113.48	\$26.54	\$58.31	\$36.74	\$350.24	\$1,254.49
504 Swinney, Matthew P	04/19/2024	2,210.12		.00	318.25	137.41	32.13	71.10	44.80	37.94	1,568.49
			.00	.00	2,201.31	2,216.31	2,216.31	2,201.31	2,201.31		
		\$2,210.12	\$0.00	\$0.00	\$318.25	\$137.41	\$32.13	\$71.10	\$44.80	\$37.94	\$1,568.49
2477 Toothman, Cody B	04/19/2024	2,210.12		.00	56.49	127.73	29.87	65.30	39.58	155.16	1,735.99
			.00	.00	2,060.19	2,060.19	2,060.19	2,060.19	2,060.19		
		\$2,210.12	\$0.00	\$0.00	\$56.49	\$127.73	\$29.87	\$65.30	\$39.58	\$155.16	\$1,735.99
2305 Van Rooy, Angela L	04/19/2024	2,083.04		.00	113.04	129.15	30.20	60.82	38.32	224.25	1,487.26
			.00	.00	1,883.04	2,083.04	2,083.04	1,883.04	1,883.04		
		\$2,083.04	\$0.00	\$0.00	\$113.04	\$129.15	\$30.20	\$60.82	\$38.32	\$224.25	\$1,487.26
728 Wright, Edward E	04/19/2024	1,701.01		.00	161.74	102.49	23.97	53.39	28.93	52.77	1,277.72
			.00	.00	1,653.00	1,653.00	1,653.00	1,653.00	1,653.00		
		\$1,701.01	\$0.00	\$0.00	\$161.74	\$102.49	\$23.97	\$53.39	\$28.93	\$52.77	\$1,277.72
HAND - Housing & Neighborhood Dev		\$36,579.43	\$0.00	\$0.00	\$3,031.18	\$2,170.06	\$507.52	\$1,081.12	\$666.63	\$3,434.73	\$25,688.19
			\$0.00	\$0.00	\$33,739.98	\$35,000.98	\$35,000.98	\$33,739.98	\$33,739.98		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 04/19/24 - 04/19/24

Detail Listing

Grand Totals	\$36,579.43	\$0.00	\$3,031.18	\$2,170.06	\$507.52	\$1,081.12	\$666.63	\$3,434.73	\$25,688.19
	\$0.00	\$0.00	\$33,739.98	\$35,000.98	\$35,000.98	\$33,739.98	\$33,739.98		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
4/19/2024	Payroll				36,579.43
					<u>36,579.43</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 **\$ 36,579.43**

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 _____

**24-31
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF MODEL LEASE FOR TRADES DISTRICT TECH CENTER
(a.k.a THE FORGE)**

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

WHEREAS, a significant part of such redevelopment is the creation of a Trades District Technology Center (“The Forge”); and

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

WHEREAS, construction on The Forge is underway, and it is estimated that the building may be ready for tenants by the end of 2024 or early 2025; and

WHEREAS, as part of the EDA Grant, the RDC is required to comply with Standard Terms and Conditions, including submitting a model lease that will be offered to tenants to the EDA for review and approval; and

WHEREAS, City staff along with Dimension Mill, Inc. have a developed a model lease, which is attached to this Resolution as Exhibit A (“Model Lease”).

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

1. The RDC reaffirms its support for the Project, and finds that the Services serve the public’s best interest.
2. The RDC hereby approves the Model Lease attached to this Resolution as Exhibit A.
3. Approval of this model lease does not relieve Dimension Mill, Inc., or the City of seeking RDC approval of individual leases with each tenant, which shall be entered into in accordance with applicable local, state, and federal laws.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deb Hutton, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**TRADES DISTRICT THE FORGE MODEL
LEASE**

THIS LEASE is made and entered into as of the ____ day of _____, by and between **DIMENSION MILL, LLC**, an Indiana non-profit organization, hereinafter referred to as “The Mill”, and _____, 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 grant; and

WHEREAS, Tenant desires to access and use a certain portion of The Forge, Unit _ (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 ____ useable square feet and approximately 9060 square feet of common area. The “Premises” leased by Tenant, located on the __ floor, has the approximate configuration and location shown on the Floor Plan attached hereto as **Exhibit A** and made a part hereof. Non-exclusive space which is made available to Tenant shall include the common lobby areas, social hub, restrooms, conference/training room, focus booths, roof top deck and outdoor plaza. Tenant shall pay pro rata share of rent for said space. The Forge is a “smoke free facility”; smoking is permitted outside only, and Tenant will police the exterior and will not allow Tenant’s employees or its guests to discard cigarettes, etc. on the sidewalks, parking areas, etc.

2. Initial Term; Commencement Date.

2(a). The initial term of this Lease shall commence upon completion of the Tenant improvements or the __ day of _____ 2025, whichever is earlier (the “Commencement Date”) and shall continue until the __ day of _____ 2029. The Mill shall have no responsibility or liability whatsoever for any loss or damage to any of Tenant’s leasehold improvements, trade fixtures, equipment or merchandise installed or left in the Premises prior to the Commencement Date. Tenant’s entry upon and occupancy of the Premises

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

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

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

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

Leased Area:	_____ square feet
Rent Per Square Foot:	\$___.00
Annual Base Rent:	\$_____.00
Monthly Base Rent:	\$_____

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

Common Area Total:	9060 square feet
--------------------	------------------

Common Area Factor: 0.00
 Annual Common Area Rent: \$____.00
 Monthly Common Area Rent: \$____.00

3(c). Building Common Area Costs and Tenant Expenses. It is the intention that this Lease shall be a Triple Net Lease (NNN) to The Mill and without limiting the generality of the foregoing, Tenant shall be required to pay 00.0% of the following charges and operating expenses as Additional Rent known as Common Area Maintenance (“CAM”) charges (“CAM Costs”) in addition to the Base and Common Area Rent. These CAM charges of actual expenses will be billed in arrears on a monthly basis:

CAM Costs include:

- All real estate taxes, and all other assessments and duties, including local improvements, levied against The Forge and the lands adjacent thereto.
- All water, gas, internet and 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), 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.

CAM Costs do not include the cost of electricity. 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.

Initial Monthly Rent and Additional Rent payments:

	Monthly	Annually
Base Rent	\$000.00	\$0,000.00
Common Area Rent	\$000.00	\$0,000.00
CAM	Billed Monthly	Billed Monthly
TOTAL RENT	\$0000.00	\$00,0000.00

4. **Tenant Improvements.** Prior to the Lease Commencement Date, The Mill shall construct all The Mill's Work, constituting any work required to put the Premises in condition for the installation of improvements, and the tenant improvements and installations to prepare the Premises for Tenant's occupancy (collectively, the "**Tenant Improvements**"). The Tenant Improvements shall be performed by The Mill in accordance with plans and specifications approved by Tenant and The Mill (the "**Plans and Specifications**") and in accordance with the terms and conditions set forth in Addendum 2 (the "**Work Agreement**"), attached hereto and incorporated herein. The Mill shall commence and diligently pursue Substantial Completion of the Tenant Improvements in accordance with the timelines provided for in the Work Agreement.

4(a). Cost of Tenant Improvements. The Mill shall provide to Tenant a tenant improvement allowance of _____ dollars (\$00.00) per rentable square foot for a total of _____ Dollars (\$000,000.00) (the "**Tenant Improvement Allowance**") to be applied towards the actual costs incurred by The Mill for the Tenant Improvements. The Mill shall obtain Tenant's prior written approval of The Mill's budget for completion of Tenant Improvements (the "**Budget**"). The Budget shall include all hard and soft costs, including without limitation design fees, permit costs, permit review fees, and the cost for actual construction of the Tenant Improvements, and any related construction management fees (collectively "**Construction Costs**") which The Mill intends to charge to Tenant as a Tenant Improvement cost not to exceed \$000,000.00 and be supported by a professional construction cost estimate to be performed, and or provided by The Mill. Once the Budget is approved by Tenant, it shall not be increased, or deemed to be increased, without written approval from Tenant for any such increase. Subject to the terms and conditions of the Work Agreement including, without limitation, Tenant's right to approve the Budget, the allocation of Construction Costs for the Tenant Improvements, including the responsibility of the parties for any Over-Allowance Amount (as such term is defined in Section 8(b) of the Work Agreement), shall be as provided in the Work Agreement. If the Construction Costs for the Tenant Improvements are less than the Tenant Improvement Allowance, then such unutilized amount shall be credited to the Rent otherwise payable by Tenant, or may be applied to Tenant's moving costs or prior lease obligations.

4(b). Tenant Improvement Warranties. The Mill warrants to Tenant that all materials and equipment furnished by The Mill in connection with any The Mill's Work to be performed under the Work Agreement in the Premises shall be new unless otherwise specified in the Work Agreement, and that all of The Mill's Work shall be of good and workmanlike quality, free from faults and defects, and in accordance with the final Plans

and Specifications and the requirements of the Work Agreement. Any of The Mill's Work not conforming to the above standards shall be considered defective.

For one (1) year after the date of Substantial Completion of the Tenant Improvements, The Mill shall, following written notice from Tenant, make any repair, replacement, correction or other alteration of any nature necessary by virtue of any defective construction of The Mill's Work in the Premises or defective materials used therein pursuant to the reasonable conditions of or covered by any general and special warranties of the work of The Mill's contractor(s). Thereafter, The Mill shall promptly make or cause to be made all repairs, replacements, corrections or alterations, at no expense to Tenant, to correct latent defects in The Mill's Work caused by a nonconformance with the Plans and Specifications.

4(c). Tenant's Access During Construction. Tenant and its agents and contractors shall have access to the Premises during the construction of any of The Mill's Work for the inspection thereof, construction activities therein, and the preparation of the Premises for occupancy. Tenant's representatives entering into the Premises during any of The Mill's construction activities shall reasonably cooperate with The Mill's contractor and use commercially reasonable efforts not to cause any delay or interference in the performance of The Mill's Work.

5. Late Payments. Tenant shall pay a late charge equal to 2.5% of the required monthly payment for each payment that is not paid within seven (7) days after the due date for such payment.

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

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

8. Furniture. Premises will not be provided with furnishings by The Mill. The Tenant may furnish the Premises and upon termination of this Lease, shall remove all personal

property and trade fixtures, leaving the Premises in the condition described in Section 11 below.

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

10. Compliance with EDA Restrictive Covenants.

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

- i. Real property or equipment acquired or improved with EDA Investment Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the financial assistance award and EDA policies including non-relocation, adequate consideration and environmental compliance. Further, said property may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. § 302.20 or for inherently religious activities prohibited by applicable federal law.
- ii. Tenant agrees to provide The Mill and EDA with any document, evidence or report required to assure compliance with federal and state law, including but not limited to applicable federal and state environmental laws.
- iii. Any deeds or instruments of conveyance shall contain a covenant which shall prohibit the use of the subject property for any purpose other than the authorized purpose of the EDA award. This covenant shall remain in effect for 20 years, the EDA-defined useful life of the facilities.

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

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

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

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

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

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

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

vii. Any other applicable non-discrimination laws.

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

10(d). *Retention of Records.* All records in the possession of the Lease pertaining to this Lease shall be retained for a period of three years after the expiration of the Lease or

any extensions thereof. All records shall be retained beyond the three-year period if audit findings have not been resolved within that period or if other disputes have not been resolved.

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

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

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

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

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

16. **Liability Insurance.** Tenant shall maintain public liability insurance with personal injury limits of at least \$1,000,000.00 for injury to one person and \$3,000,000.00 for any one accident, and a limit of at least \$1,000,000.00 for damage to the property. Tenant shall deliver a certificate of insurance to The Mill and both The Mill and the RDC shall be named as additional insureds. The Mill or the RDC shall have the right to require that The Mill receive advance notice of any termination of such insurance policies.

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

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

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

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

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

20. **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

P.O. Box 100
Bloomington, IN 47402

Tenant: _____

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.

So agreed on the date first written above.

The Dimension Mill, Inc.

By: _____

Its: _____

TENANT:

By: _____

Its: _____

EXHIBIT A

DESCRIPTION OF PREMISES

The property to be leased is commonly known as 617 N. Madison Street, Unit __, Bloomington, Indiana 47404, and is located at the corner of Makers Way and N. Madison Street, Bloomington, Indiana 47404 with the following legal description: _____

(Floor Plan with Dimensions)

ADDENDUM 1 - RENT ADJUSTMENTS TO LEASE AGREEMENT DATED

BY AND BETWEEN
[tenant]

AND

THE MILL

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

ADDENDUM 2 - WORK AGREEMENT TO LEASE AGREEMENT DATED
_____ **(THE "LEASE") BY AND BETWEEN**

[TENANT}

AND

THE MILL

WORK AGREEMENT

THIS WORK AGREEMENT, dated _____, is by and between the Dimension Mill, LLC ("**The Mill**"), and, _____ ("**Tenant**").

Except as otherwise defined herein, the terms used in this Work Agreement shall have the meanings as defined in the Lease.

1. Authorized Representatives.

(a) Tenant designates [TBD -name] ("**Tenant's Authorized Representative**") as the person(s) authorized to approve in writing all plans, drawings, specifications, change orders, charges and approvals pursuant to this Work Agreement (and the act of the aforementioned person shall be sufficient to bind Tenant). Tenant may designate a substitute Tenant's Authorized Representative by written notice to The Mill. The Mill shall not be obligated to respond to any instructions, approvals, changes, or other communications from anyone claiming to act on Tenant's behalf other than Tenant's Authorized Representative. All references in this Work Agreement to actions taken, approvals granted, or submissions made by Tenant shall mean that such actions, approvals or submissions have been taken, granted or made, in writing, by Tenant's Authorized Representative acting for Tenant.

(b) The Mill designates John Fernandez, Senior Vice President, or his designee ("**The Mill's Authorized Representative**") as the person authorized to approve in writing all plans, drawings, specifications, change orders, charges and approvals pursuant to this Work Agreement (and the act of the aforementioned person shall be sufficient to bind The Mill). The Mill may designate a substitute The Mill's Authorized Representative by written notice to Tenant. Tenant shall not be obligated to respond to any instructions, approvals, changes, or other communications from anyone claiming to act on The Mill's behalf other than The Mill's Authorized Representative. All references in this Work Agreement to actions taken, approvals granted, or submissions made by The Mill shall mean that such actions, approvals or submissions have been taken, granted or made, in writing, by The Mill's Authorized Representative acting for The Mill.

2. Tenant Improvements. The Mill shall construct all Tenant Improvements in accordance with the Plans and Specifications (as defined below) and the conditions imposed pursuant to any applicable

Governmental Authorities. Tenant Improvements must satisfy the State Building Code as enforced by the local jurisdiction and the Federal Americans with Disabilities Act (the “ADA”).

3. Construction Plans, The Mill Review, Estimated Costs, Changes and Delay:

(a) Tenant and The Mill have agreed on the preliminary space plan attached to this Work Agreement as Attachment A to this Addendum 2 (the “**Space Plan**”). On or before _____, 2025, Tenant shall supply The Mill’s architect (the “**Architect**”) with program instructions and such additional information (collectively, the “**Programming Information**”) as is necessary to enable the Architect to prepare complete and detailed proposed architectural plans, drawings and specifications and complete engineering, mechanical, structural, and electrical working drawings for all the Tenant Improvements for submission to Tenant for Tenant’s approval (the “**Plans and Specifications**”). The Plans and Specifications shall be stamped and signed by the Architect, or the preparing civil engineer or structural engineer, as the case may be, and the design thereof shall conform to the Space Plan, the Programming Information and the most current applicable building code requirements. The Plans and Specifications will show (i) the subdivision (including partitions and walls), layout, lighting, finish and decoration work (including carpeting and other floor coverings) for the Premises; (ii) all internal and external communications and utility facilities which will require conduiting or other improvements from the base building shell work and/or within Common Areas; and (iii) all other specifications for the Tenant Improvements, and shall otherwise be in a form and manner that are sufficient to enable subcontractors to bid on the work and to obtain all applicable permits for the construction of the Tenant Improvements.

(b) The Mill shall submit the Plans and Specifications to Tenant for its approval *AS APPLICABLE*: on or before _____, 2024. Tenant shall provide The Mill with written notice of its approval or disapproval of the Plans and Specifications within ten(10) Business Days after receipt of such Plans and Specifications from The Mill. If Tenant disapproves of the Plans and Specifications, Tenant shall notify The Mill thereof in writing within the ten(10) Business Day period of any matters as to which the Plans and Specifications fail to conform to the Programming Information or otherwise fail to meet with Tenant's reasonable approval. The Mill shall then cause its Architect to redesign the Plans and Specifications incorporating the revisions reasonably requested by Tenant. Such procedure of The Mill submitting revised Plans and Specifications and Tenant reviewing the same shall be repeated as necessary until Tenant has approved the Plans and Specifications. Revising of plan shall toll Delivery Date as specified in the Lease. If Tenant fails to approve or disapproves the Plans and Specifications within such ten (10) Business Day period (as the case may be), such Plans and Specifications shall be deemed disapproved by Tenant.

(c) Upon approval of the final Plans and Specifications, Tenant and The Mill shall each meet and select the contractor pursuant to all applicable Indiana and local law, including those for procurement of such services, for the Work (the “**Contractor**”) who shall provide the Budget for the work to construct the Tenant Improvements, based on the approved Plans and Specifications. Tenant’s Representative shall, within ten (10) Business Days of receipt of the Budget, either (i) approve the Budget, which approval may not be unreasonably withheld or delayed, or (ii) deliver notice to The Mill setting forth revisions to be made to the quantity and/or quality of various items in the Plans and Specifications, none of which shall

constitute a Tenant Delay. The cost of the Work shall not exceed the Budget approved by Tenant's Representative, except by written Change Order approved under subsection (e) below.

(d) The Parties shall agree upon a schedule for the performance of the Work showing principle milestones and the estimated date of completion (the "**Work Schedule**"), on or before _____, 2024, or as otherwise agreed to by the parties in writing.

(e) During construction, The Mill's Representative and Tenant's Representative shall confer periodically regarding the progress of the Work and the cost of the Work completed and the estimated total cost of the Work. During construction, Tenant's Representative may request changes, modifications or alterations to the Plans and Specifications (a "**Change Order**") by written change order request ("**COR**") delivered to The Mill, but no such change shall be made without the written approval of The Mill and Tenant, as provided in subsection (f) below. No Work based upon a COR shall be undertaken unless and until Tenant's Representative shall have approved (by notice to The Mill) the Change Order Cost, Change Order Delay, and Change Order Delay Expense, as such terms are defined in subsection (f) below. All Change Order must be in compliance with Indiana law.

(f) If The Mill determines that a COR proposed by Tenant will delay completion of the construction or increase the cost of The Mill's Work, The Mill shall, within fifteen (15) Business Days from the receipt of the proposed COR provide Tenant with information related thereto, including: (i) a summary of any increase or decrease in the Budget that would be caused by such change (the "**Change Order Cost**"), (ii) a statement of the number of days of delay, if any, caused by such proposed change (the "**Change Order Delay**"), and (iii) any additional expense resulting from such Change Order Delay ("**Change Order Delay Expense**"). Tenant's Representative shall then have ten(10) Business Days to approve the Change Order Cost, the Change Order Delay, and the Change Order Delay Expense. If Tenant's Representative approves these items, The Mill shall promptly issue the Change Order and cause the appropriate changes to the Plans and Specifications to be made, in which event Tenant shall be responsible for payment of the total costs represented by the Change Order Cost and the Change Order Delay Expense to the extent not covered by an offsetting deduction of one or more cost items in the approved Budget. If Tenant's Representative fails to advise The Mill in writing within said ten(10) Business Day period, the Change Order Cost, the Change Order Delay, and the Change Order Delay Expense shall be deemed disapproved by Tenant, Tenant shall be deemed to have elected not to proceed with the COR, and The Mill shall have no obligation to perform any work set forth in the proposed COR. The Change Order Cost shall include all costs associated with the COR, including architectural fees, engineering fees and construction costs. The Change Order Delay shall include all delays caused by the COR, including, without limitation, all design and construction delays. The Mill shall not make the requested change to the Plans and Specifications or construction work, as required by the subject COR, without Tenant's approval of the foregoing. The Mill's Contractor shall be expressly required to track all Change Orders and shall, upon Tenant's written request, issue to Tenant on at least a monthly basis a report showing all approved Change Orders to date. All Change Orders must be in writing and approved by Tenant to be effective.

(g) If The Mill's Representative requests that Tenant clarify or refine the Plans and Specifications, then Tenant's Representative shall meet with The Mill's Representative for the purpose of clarifying or

refining the Plans and Specifications within five(5) Business Days after Tenant's receipt of The Mill's request therefor. No such clarification or refinement shall be deemed to be a COR or Change Order.

(h) If The Mill determines that the Plans and Specifications must be changed as a result of omissions or errors in the Plans and Specifications, then The Mill shall, at The Mill's cost, prepare and submit to Tenant revised Plans and Specifications correcting any such omissions or errors. Tenant shall approve or disapprove such revised Plans and Specifications within ten (10) Business Days after receipt and shall not unreasonably withhold its approval. Any increases to the Construction Cost that result from the correction of any such omissions or errors shall not be considered a COR or Change Order, and the cost of those corrections shall be The Mill's responsibility.

(i) The Mill shall not be responsible for any delays in the time for completion of construction resulting from Tenant's Delay. Except as otherwise specified and for purposes herein, "**Tenant's Delay**" means any actual delay in the completion of the construction of the Tenant Improvements to the extent that such delay arises solely as a result of: (i) Tenant's failure to comply with its obligations set forth in subsections (b), (c), (f), and (g), above, within the time specified, and such failure actually delays the critical path of construction, provided that The Mill has provided necessary and complete information to Tenant and/or otherwise has completed conditions precedent for Tenant to so comply; (ii) any change to the Work made pursuant to a COR where The Mill has notified Tenant of the Change Order Delay pursuant to such COR and Tenant has provided its approval of such Change Order Delay, as provided in subsection (f), above; (iii) extra time required to obtain any long lead items specified by Tenant, subject to the below; or (iv) acts of Tenant, its agents, or employees that actually delay the critical path of construction and The Mill provides evidence of same. For purposes herein, an item shall be considered a long-lead item if such item was not available in a commercially reasonable time given the anticipated date of Substantial Completion of the Tenant Improvements and The Mill advised Tenant within thirty(30) Business Days after receipt of Tenant's approval of the Plans and Specifications that such item is not readily available or readily installable and was likely to cause a delay in the critical path of construction, and Tenant elected to proceed with such long lead items. Notwithstanding anything in the foregoing to the contrary, The Mill shall be entitled to claim a Tenant's Delay only to the extent that such circumstances actually delay the critical path for performance or completion of the Tenant Improvement Work beyond the date when such performance or completion would have otherwise occurred. If The Mill does not claim a Tenant's Delay within thirty(30) Business Days after the date of The Mill's first having knowledge of the occurrence of such delay (or the first date The Mill should have had knowledge if using reasonable care and diligence), The Mill may only claim such Tenant's Delay for the period of time from the date that is thirty (30) Business Days prior to the date of The Mill's notice (or such earlier date to the extent Tenant was not prejudiced by The Mill's late notice) through the date on which the effect of the Tenant Delay has been abated. The Mill agrees to use good faith diligent efforts to counter the effect of any Tenant's Delay. Any Tenant's Delay will be offset by the number of days of any The Mill's Delay. For purposes hereof, a "**The Mill's Delay**" is any action or failure to act by The Mill or its agents or contractors that delays the critical path of construction of the Tenant Improvements in the Premises or delays Tenant's ability to fixturize the Premises, move in and take possession of the Premises, including (u) a delay resulting from changes made pursuant to Section 3(g) or (h), (v) a failure by The Mill to allow Tenant to access the Premises in a timely manner, (w) a failure by The Mill to order long-lead time materials despite adequate notice from Tenant, (x) The Mill's failure to timely approve any matter

requiring The Mill's approval within the time periods provided in this Work Agreement, or (y) a failure by The Mill's Contractor to process the Tenant Improvement Work in a timely manner. No The Mill's Delay will occur without The Mill having received a written notice of the claimed delay and having had a ten (10) Business-day period to attempt to cure such failure.

4. Approval of Plans by Governmental Authorities. The Mill shall submit and obtain approval of the Plans and Specifications for the Premises from all appropriate Governmental Authorities promptly upon approval of the final Plans and Specifications by Tenant. The Plans and Specifications shall comply with all Applicable Laws, ordinances, rules and regulations of all Governmental Authorities having jurisdiction, and all applicable insurance regulations. The Mill's Architect will make any changes to the final Plans and Specifications which are requested by the applicable Governmental Authorities to obtain the building permit. After approval of the final Plans and Specifications by Governmental Authorities, no further changes may be made without the prior written approval of both The Mill and Tenant, and then only pursuant to written Change Order approved as provided for in Section 3 (e) and (f) above. A copy of the Plans and Specifications, as approved, shall be dated and initialed by both The Mill and Tenant. The Mill shall exercise due diligence in obtaining any such approval.

5. Quality of Work. All Work performed hereunder shall be done in a good and workmanlike manner, free from faults and defects and in accordance with the Plans and Specifications. All materials and equipment installed in the Tenant Improvements shall be new unless otherwise specified in the Plans and Specifications.

6. Acceptance of Premises. At any time during the construction of the Tenant Improvements, Tenant may reject any Work that does not conform to the Plans and Specifications. Within thirty (30) Business Days after The Mill notifies Tenant that the Tenant Improvements are Substantially Complete and ready for inspection by Tenant's Representative pursuant to Article 8 of the Lease, Tenant and The Mill will conduct a joint walk-through inspection of the Premises and Tenant shall provide to The Mill a written list ("**Punch List**") of those minor items of adjustment or correction that require completion and that can be completed within thirty (30) days or less, in all cases without interference to Tenant's occupancy. The Mill will require the Contractor to thereafter diligently complete or correct all Punch List items prior to Tenant's acceptance of possession in order for the Work to conform to the Plans and Specifications and to attain Substantial Completion and be ready for Tenant's occupancy. The Mill shall immediately commence to complete or correct the items listed by Tenant, except those it contended during the joint walk-through inspection are not reasonably justified. Failure of The Mill and Tenant to agree on the items to be corrected or completed within fifteen (15) Business Days after Tenant delivers its Punch List shall entitle Tenant to initiate arbitration to be conducted pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. Notwithstanding anything in this Work Agreement to the contrary, the Premises will not be deemed to be "Substantially Complete" until fifteen (15) Business Days after (i) The Mill's Contractor certifies in writing to The Mill and Tenant that the Tenant Improvements (except for Punch List items as specified above) have been completed in accordance with the Plans and Specifications, (ii) a certificate of substantial completion has been issued by the Architect with respect to the Tenant Improvements, (iii) applicable Governmental Authorities have issued a final permit sign-off, certificate of occupancy, or its equivalent with respect to the Premises for

its normal business operations, and (iv) there is no incomplete or defective work that materially interferes with Tenant’s use of the Premises.

7. Tenant's Access During Construction. Tenant and its agents and contractors shall have access to the Premises during the construction of the Tenant Improvements for activities and purposes related to construction of the Premises or preparation of the Premises for occupancy. The Mill shall provide to Tenant, at the earliest practicable time but in no event later than thirty (30) days prior to the date of Substantial Completion, The Mill 's best estimate of the date of Substantial Completion. Tenant may, beginning thirty(30) days prior to the date established by The Mill as its best estimate of the date of Substantial Completion, enter the Premises for the purpose of installing furniture, fixtures, and equipment. Tenant's representatives on the Premises during construction shall cooperate with The Mill's Contractor and not act to cause a delay in the performance by The Mill's Contractor or The Mill's representatives of any Work (including but not limited to the construction of Tenant Improvements).

8. Tenant Improvement Allowance.

(a) The Mill hereby agrees to provide to Tenant the Tenant Improvement Allowance in the amount provided for in Section 4(a) of the Lease, to be applied toward the cost of construction of the Tenant Improvements.

(b) Over-Allowance Amount. The cost of each item referenced in the Budget shall be charged against the Tenant Improvement Allowance. In the event the cost of construction of the Tenant Improvements is greater than the amount of the Tenant Improvement Allowance (the "**Over-Allowance Amount**"), then Tenant shall be responsible for the Over-Allowance Amount ("**Tenant’s Expenses**"). Unless otherwise specific in writing between the Parties, the Mill shall amortize Tenant’s Expenses over the Initial Term of the Lease. If the Tenant terminates this Lease prior to the end of the Initial Term, the Tenant is responsible for any unamortized Tenant’s Expenses outstanding on the date of termination. Tenant shall pay Tenant’s Expenses as Additional Rent. Notwithstanding the foregoing, the unused portion of the Tenant Improvement Allowance, upon completion of the Tenant Improvements, if any, may be used as an offsetting credit against any Tenant’s Expenses.

9. Notices. All notices required or permitted hereunder shall be in writing and shall be delivered as follows:

(a) If to Tenant, to: _____

Attention: _____
with a copy to: _____

(b) If to Landlord, to: The Dimension Mill
642 N. Madison Street
Bloomington, IN 4740
Attention: John Fernandez

10. Responsibility for Damage. If Tenant installs equipment in the Premises prior to completion of the Work hereunder, Tenant shall bear the risk of loss to such equipment other than as a result of negligence or willful misconduct by The Mill, its agents or contractors.

11. Warranties. The Mill shall cause the Contractor to provide warranties for not less than one (1) year (or such longer time as may be customary and available) against defects in workmanship, materials and equipment, which warranties shall run to the benefit of Tenant or shall be assignable to Tenant to the extent that Tenant is obligated to maintain any of the improvements covered by such warranties.

12. As-Built Drawings. The Mill shall cause “As-Built Drawings” of the Tenant Improvements as constructed (hard copy and AutoCAD) (excluding furniture, fixtures and equipment) to be delivered to Tenant and/or Tenant’s Representative no later than thirty(30) days after the completion of the Tenant Improvements.

IN WITNESS WHEREOF, the parties have executed this Work Agreement as of the date first above written.

TENANT:

By: _____

Name: _____

Its: _____

DRAFT

THE MILL:

The Dimension Mill, LLC

By: _____

24-35
RESOLUTION OF THE REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF CHANGE ORDER PACKAGE #2 TO PROJECT AGREEMENT WITH
MILESTONE CONTRACTORS, LP FOR HOPEWELL PHASE 1 EAST

WHEREAS, in Resolution 18-10, the Redevelopment Commission (“RDC”) approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and development of the Old Bloomington Hospital Site (“Hopewell”), including Phase I East redevelopment (“Project”); and

WHEREAS, in Resolution 23-42, the RDC approved an Agreement with Milestone Contractors, LP (“Milestone”); and

WHEREAS, pursuant to the terms of the Agreement, Milestone agreed to complete certain infrastructure improvements (“Construction Services”) for an amount not to exceed Thirteen Million Three Hundred Seventy-Three Thousand Two Hundred Eighty-Four Dollars and Ninety Cents (\$13,373,284.90) subject to the approval of the Board of Public Works; and

WHEREAS, on May 23, 2023, the Board of Public Works approved the Agreement and Milestone Contractors, LP (“Milestone”) was awarded a construction services contract for infrastructure improvements in the amount of \$13,373,284.90; and

WHEREAS, in Resolution 23-65, the RDC approved Change Order #1 (\$10,053.38); and

WHEREAS, in Resolution 23-113, the RDC approved Change Orders #2-8 (\$154,571.81); and

WHEREAS, a need has arisen for additional work not negotiated at the time the Agreement was awarded, more specifically this additional work is for: marking and parking lot quantity adjustments; additional demolition and removal of unforeseen items on the project, rock excavation for cistern tank; a pavilion stain credit (deduct); and Centerstone roof drains (“Additional Services”); and

WHEREAS, City Staff and Milestone believe that change orders 9, 10, 12, 13 and 14¹ (collectively “Change Order Package #2) to the Agreement is necessary and appropriate; and

¹ Change Order numbers are auto-generated by the City’s tracking software and Change Order #11 will come forward in the future.

WHEREAS, a copy of the proposed Change Order Package #2 (\$14,599.44) is attached to the Resolution as Exhibit A; and

WHEREAS, the proposed Change Order Package #2 would modify the existing Agreement with Milestone from \$13,537,910.09 to \$13,552,509.53; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the services and the Agreement as amended; and

WHEREAS, the estimated full cost of the Project as represented on the Amended Project Review & Approval Form, which is attached as Exhibit B, will not increase; the project phase for this agreement on the Form (Section 7e) will be modified to reflect the expenditures of those project phases, which includes the amount of Change Order Package #2.; and

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Project Review & Approval form.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public's best interests.
3. The RDC amends the funding approval it made in Resolution 23-42 and amended in Resolution 23-65 and Resolution 23-113. The funding approval made in Resolution as amended by Resolution 23-113 for an amount not to exceed Thirteen Million, Five Hundred Thirty-Seven Thousand, Nine Hundred Ten Dollars and Nine Cents (\$13,537,910.09) shall be replaced by an approval for an amount not to exceed Thirteen Million, Five Hundred Fifty-Two Thousand, Five Hundred Nine Dollars and Fifty-Three Cents (\$13,552,509.53) to pay for the Additional Services. The expiration date of that funding shall remain December 31, 2025, and Resolution 23-42 as amended by Resolution 23-65 and Resolution 23-113 shall remain otherwise unchanged.
4. The Controller shall make the determination of funding source within the Consolidated TIF as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deb Hutton, President

ATTEST:

Sue Sgambelluri, Secretary

Date



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	9
Status	Pending
Date Created	03/07/2024
Type	Errors and Omissions, Non-recoverable
Summary	Centerstone Pavement Marking and Parking Lot Quantity Adjustments
Change Order Description	<p>Upon completion of the asphalt paving in the new Centerstone parking lot, the pavement markings, concrete parking bumpers and necessary signage was installed.</p> <p>Although the parking lot painted stripes, both White and Blue, were installed as they were shown in the plans, the final quantity that was installed and measured in place did not match the planned quantity.</p> <p>The following Items and their quantities are addressed by this change order:</p> <p>Item 0042 - (Line, Paint, Solid, White, 4 Inch): *Planned Qty: 1067.0 LFT. *Installed Qty: 1218.0 LFT. *Overrun Qty: +151.0 LFT. *Cost Increase: (+\$604.00).</p> <p>Item 0043 - (Line, Paint, Solid, Blue, 4 Inch): *Planned Qty: 122.0 LFT. *Installed Qty: 221.0 LFT. *Overrun Qty: +99.0 LFT. *Cost Increase: (+\$792.00).</p> <p>This Change Order is needed to address the overrun quantities of these 2 items as outlined above for a Total Contract Cost increase of \$1396.00.</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,537,910.09
Change Order Amount	\$1,396.00

Revised Project Amount \$13,539,306.09

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0042	808-06713	LFT	\$4.000	1,067.000	\$4,268.00	151.000	\$604.00	1,218.000	\$4,872.00
LINE, PAINT, SOLID, WHITE, 4 IN.									
0043	808-09314	LFT	\$8.000	122.000	\$976.00	99.000	\$792.00	221.000	\$1,768.00
LINE, PAINT, SOLID, BLUE, 4 IN.									
2 items			Totals		\$5,244.00		\$1,396.00		\$6,640.00

Attachments

Document	Name	Description	Submission Date
Centerstone_Parking_Lot_-_Pavement_Marking_Re-Measure.docx	Centerstone Parking Lot - Pavement Marking Re-Measure.docx	Notes from Shrewsbury inspector regarding the field measured total quantities for the 2 items that required a quantity increase over the Planned Qty to match the field installed lines per the pavement marking plans.	03/27/2024 02:53 PM EDT
1 attachment			

Not valid until signed by the Engineer, Contractor, and Owner

_____	_____	<u>KyLax Dean</u>
Engineer	Contractor	Board of Public Works
_____	_____	<u>PRESIDENT</u>
Title	Title	Title
_____	_____	<u>4.9.24</u>
Date	Date	Date

Indiana Sign & Barricade: Centerstone Parking Lot

Item #42 Line, Paint, Solid, White, 4 IN. = 1218 Lft. (Completed on 11/02/23).

Re-measured 12/21/23

20x59' = 1180'

Hash Marks 32'

Total = 1212 Lft

Item #43 Line, Paint, Solid, Blue, 4 IN. = 221 Lft. (Completed on 11/02/23).

Re-Measured 12/21/23

20'x6 = 120'

Hash Marks 94'

Total = 214 Lft

Item #44 Pvmt Msg Mark ADA Symbol = 4 Each (Completed on 11/02/23).

M.D. Buchanan



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	10
Status	Pending
Date Created	03/07/2024
Type	Changed Conditions
Summary	Addit. Quantity needed to account for Demolition or Removal Items addressed on site.
Change Order Description	<p>During various phases of the project and the associated Clearing Right of Way, the Demolition of the existing site conditions, as well as the removal of various infrastructure and utilities items, some additional items were discovered for removal.</p> <p>The Items that are addressed by this Change Order (#0010) are as follows:</p> <p><u>Item 0015 (Manhole, Remove):</u></p> <ul style="list-style-type: none">*Planned Qty: 3.0 EA. {As shown on Plan Sht D103, STR #116; Plan Sht D102, STR #151 & STR #156}*Measured QTY: 4.0 EA.*Increased QTY: +1.0 EA. {STR #112 uncovered in Morton St., adjacent to the Bus Stop Structure on Plan Sht D103}*C.O. Value: +\$2000.00. <p><u>Item 0019 (Fence and Posts, Remove):</u></p> <ul style="list-style-type: none">*Planned Qty: 32.0 LFT. {As shown on Plan Sht D104 adjacent to the North Centerstone Entrance}*Measured QTY: 62.0 LFT.*Increased QTY: +30.0 LFT. {Accounts for additional fence and post removed adjacent to The Lot 5 Detention System, starting at Morton St and heading West - Ref. Plan Sht. D103}

*C.O. Value: \$900.00.

Item 0022 (Guardrail, Remove):

*Planned Qty: 120.0 LFT. {As shown on Plan Sht. D101}

*Measured QTY: 130.0 LFT.

*Increased QTY: +10.0 LFT. {Accounts for the approximately 5.0 LFT additional that was on each end of the Guardrail on site.}

*C.O. Value: +\$200.00.

Total Net Cost Change / Increase to the Project resulting from this Change Order (#0010) is: \$3100.00

Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,537,910.09
Change Order Amount	\$3,100.00
Revised Project Amount	\$13,541,010.09

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0015	202-93047	EACH	\$2,000.000	3.000	\$6,000.00	1.000	\$2,000.00	4.000	\$8,000.00
MANHOLE, REMOVE									
0019	202-96430	LFT	\$30.000	32.000	\$960.00	30.000	\$900.00	62.000	\$1,860.00
FENCE & POSTS, REMOVE									
0022	601-02241	LFT	\$20.000	120.000	\$2,400.00	10.000	\$200.00	130.000	\$2,600.00
GUARDRAIL, REMOVE									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
3 items			Totals		\$9,360.00		\$3,100.00		\$12,460.00

Not valid until signed by the Engineer, Contractor, and Owner

_____	_____	<i>Kylaax Deane</i>
Engineer	Contractor	Board of Public Works
_____	_____	<i>President</i>
Title	Title	Title
_____	_____	<i>4.9.24</i>
Date	Date	Date



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	12
Status	Pending
Date Created	03/07/2024
Type	Changed Conditions
Summary	Rock was discovered when excavating for the Cistern Tank, as well as other Storm Detention excavations.
Change Order Description	The Items that are addressed by this Change Order (No. 0012) are as follows: Item 0182 (Excavation, Rock): *Planned Qty: 100.0 CYS. *C.O. 05 QTY: 40.0 CYS (\$40,000.00). *Increased QTY: + 61.79 CYS. *C.O. Value: +\$12,358.00. Total Net Cost Change to the Project resulting from this Change Order (No. 0012) is: \$12,358.00
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,537,910.09
Change Order Amount	\$12,358.00
Revised Project Amount	\$13,550,268.09

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0182	203-02010	CYS	\$200.000	140.000	\$28,000.00	61.790	\$12,358.00	201.790	\$40,358.00
EXCAVATION, ROCK									
1 item			Totals		\$28,000.00		\$12,358.00		\$40,358.00

Not valid until signed by the Engineer, Contractor, and Owner

_____	_____	<i>Kyloox Deane</i>
Engineer	Contractor	Board of Public Works
_____	_____	<i>PRESIDENT</i>
Title	Title	Title
_____	_____	<i>4.9.24</i>
Date	Date	Date



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	13
Status	Pending
Date Created	03/13/2024
Type	Scope Changes
Summary	Pavilion Stain Credit from supplier Fuller Hardwoods.
Change Order Description	It was decided early in the construction phase that The Owner had a preference to have the stain removed from the wooden Outdoor Structure members and instead accept a credit from Milestone and the wood supplier (Fuller Hardwoods). This Change Order will realize the cost savings that was previously agreed to.
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,537,910.09
Change Order Amount	-\$5,200.00
Revised Project Amount	\$13,532,710.09

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					

0220	109-04630	LS	1.000	-\$5,200.000	-\$5,200.00
------	-----------	----	-------	--------------	-------------

COST REDUCTION INCENTIVE PROPOSAL NO.

Reason: Removal of the Stain on the Pavilion Hardwood as originally planned.

1 item Total: -\$5,200.00

Attachments

Document	Name	Description	Submission Date
FULLER_WOODS_CRED IT.docx	FULLER WOODS CRED IT.docx	Invoice from Milestone showing the \$5200.00 Credit from Fuller Hardwoods for the deletion o f the planned wood stain.	03/27/2024 02:23 PM EDT

1 attachment

Not valid until signed by the Engineer, Contractor, and Owner

_____	_____	<u>KyLax Deem</u>
Engineer	Contractor	Board of Public Works
_____	_____	<u>PRESIDENT</u>
Title	Title	Title
_____	_____	<u>4.9.24</u>
Date	Date	Date



Milestone Contractors, L.P.
4755 West Arlington Rd.
Bloomington, IN 47404
Phone: (812) 330-2037
Fax: (812) 330-2118

PCO Pricing Sheet

Date: November 6, 2023

www.milestonelp.com

Pages: 1

To: ROY ATEN
CITY OF BLOOMINGTON

Project: HOPEWELL PHASE 1 EAST

Description: STAIN REMOVAL CREDIT
PAVILION WOOD

Est. No.:

Ref:
Qty:

Labor:

Total Labor Cost from Estimate Sheet:

Labor Subtotal

Equipment:

Total Equipment Cost from Estimate Sheet:

Equipment Subtotal

Material:

Total Material Cost from Estimate Sheet:

Material Subtotal

Trucking

Total Trucking cost from Attached Sheets:

\$ -

Trucking

Trucking Subtotal \$ -

Subcontractor

Total Trucking cost from Attached Sheets:

Subcontractor Subtotal \$ (5,200.00)

Subtotal

Bond (.75% rate)	10%	\$ -
Labor Markup	10%	\$ -
Equipment Markup	10%	\$ -
Material Markup	10%	\$ -
Trucking Markup	10%	\$ -
Subcontract Markup	0%	\$ -
Total		\$ (5,200.00)

Unit Price: #DIV/0!

ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.

PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.

Signature represents acceptance of this Proposal.

Signed:

Date: November 6, 2023

Terms: Upon Receipt

Submitted By:

thomas gott

Approved By:

Printed:

Date

Date



City of Bloomington, Indiana

Change Order Details

Hopewell Phase I East Infrastructure

Description	Construction of infrastructure for Hopewell Phase I East Site.
Prime Contractor	Milestone Contractors, L.P 3301 S. 460 E. Laffayette, IN
Change Order	14
Status	Pending
Date Created	03/25/2024
Type	Changed Conditions
Summary	An alternative route and elevation was required along the North side of Centerstone to Outlet the existing Roof Drains.
Change Order Description	<p>An alternative route and elevation was required along the North side of Centerstone to Outlet the existing Roof Drains. The an Extension of the Existing 10 inch Roof Drain from the area of The Centerstone North Entrance near STR CS-1 was intercepted and extended to the East for an outlet connection into STR CS-2.</p> <p>*Milestone will perform the work and The City will compensate for the Materials used to perform this pipe extension. The Clean-Outs requested by the City will be offset into the planter bed to the north side of the sidewalk / ramp.</p> <p>The Net Cost / Increase to the Project as a result of this Change Order (#14) is a Total \$2945.44.</p>
Awarded Project Amount	\$13,373,284.90
Authorized Project Amount	\$13,537,910.09
Change Order Amount	\$2,945.44
Revised Project Amount	\$13,540,855.53

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					

0230	715-05059	LS	1.000	\$2,945.440	\$2,945.44
SEWER					

Reason: - 10 inch Roof Drain Extension from Centerstone North Entrance near STR CS-1 with an outlet connection into STR CS-2

1 item Total: \$2,945.44

Attachments

Document	Name	Description	Submission Date
----------	------	-------------	-----------------

CO-14_10in_DOWNSPOUT_MATERIAL.docx	CO-14 10in DOWNSPOUT MATERIAL.docx		03/28/2024 03:38 PM EDT
------------------------------------	------------------------------------	--	-------------------------

1 attachment

Not valid until signed by the Engineer, Contractor, and Owner

_____	_____	<u>KyLax Deon</u>
Engineer	Contractor	Board of Public Works
_____	_____	<u>PRESIDENT</u>
Title	Title	Title
_____	_____	<u>4.9.24</u>
Date	Date	Date

Milestone Contractors, L.P.
B20454-1P-19 Copy of HOPEWELL PHASE I EAST - 10"
Gott, Thomas

Page 1
02/22/2024 14:59

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Equip- Ment	Material	Supplie	Sub- Contract	Trucking
BID ITEM = 1										
Description =	10" downspout material			Land Item Unit =	SCHEDULE: 1 LS	100 Takeoff Quan:	2,945.440	Engr Quan:	0.000	
1	10" DOWNSPOUT MATERIAL COSTS			Quan:	1.00 LS	Hrs/Shft:	10.00	Cal:	510	WC: 1
<u>BLANK</u>	Blank Crew			0.00	CH	Prod:	0.0000	Lab Pcs:	0.00	Eqp Pcs: 0.00
1	10" MATERIAL COSTS	1.00	1.00 LS			0.000				
Item Totals:		1	- 10" downspout material							
\$0.00						[]				
0.000			2945.44 LS							

\$0.00 *** Report Totals ***

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.
This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:
Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%
-----Calendar Codes-----

- 508 40 HR WEEK (5 X 8)
- 509 45 HR WEEK (5 X 9)
- 510 50 HR WEEK (5 X 10) (Default Calendar)**
- 511 55 HR WEEK (5 X 11)
- 512 60 HR WEEK (5 X 12)
- 513 65 HR WEEK (5 X 13)
- 514 70 HR WEEK (5 X 14)
- 608 48 HR WEEK (6 X 8)
- 609 54 HR WEEK (6 X 9)
- 610 60 HR WEEK (6 X 10)
- 611 66 HR WEEK (6 X 11)
- 612 72 HR WEEK (6 X 12)
- 613 78 HR WEEK (6 X 13)
- 614 84 HR WEEK (6 X 14)
- 800 SATURDAY ONLY (TIME & 1/2)
- 900 SUNDAY ONLY (DOUBLE TIME)

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 Kunce (JS Held)

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:	\$37,136,248.51
Sources of funds:	Total: \$37,420,337.00

Consolidated TIF	\$31,000,000
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	\$1,717,152	2018-2023
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (JS 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
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	\$7,436,848.92	2020-2023
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$433,001.20	Apr. 2023 – Nov. 2023
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov. 2023
	6e Tree Removal	\$10,800	
7.	Hopewell East	\$17,586,252.39 \$17,600,851.83	June 2021 – Dec. 2024
	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
	7f(i) Cassidy Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	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
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	\$545,645.57	
	9a Security Patrols – Marshall	\$234,494.95	2022-24
	9b Enhanced Security	Est.\$130,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
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	\$606,640	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	
14	Demolition	\$365,152	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
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	\$8,560.00	2024

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 Shrewsbury
- 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
- 22-95 Cassady 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 JS 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 1st Street Reconstruction for Hopewell

2024

- 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

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**24-36
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

APPROVAL OF SECONDARY PLAT 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, 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 (“Hopewell”); and
- WHEREAS, part of the redevelopment of the site includes making infrastructure improvements to the Hopewell western parcels (“Hopewell West”), which included the former main building that was IU Health Bloomington Hospital (“Project”); and
- WHEREAS, in Resolution 23-48, the RDC approved a primary plat for Hopewell West; and
- WHEREAS, City staff have prepared a secondary plat for Hopewell West, which is attached to this Resolution as Exhibit A; and
- WHEREAS, if approved, the secondary plat will be submitted for approval to the Plat Committee of the Bloomington Plan Commission or other designee by the Plan Commission to complete the plat approval process.

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public’s best interests.
2. The RDC approves the secondary plat for Hopewell West and authorizes its submission for all necessary approvals.
3. The RDC authorizes the RDC President, or any available and duly elected RDC officer, to sign all documents necessary to record the secondary plat for Hopewell West.

BLOOMINGTON REDEVELOPMENT COMMISSION

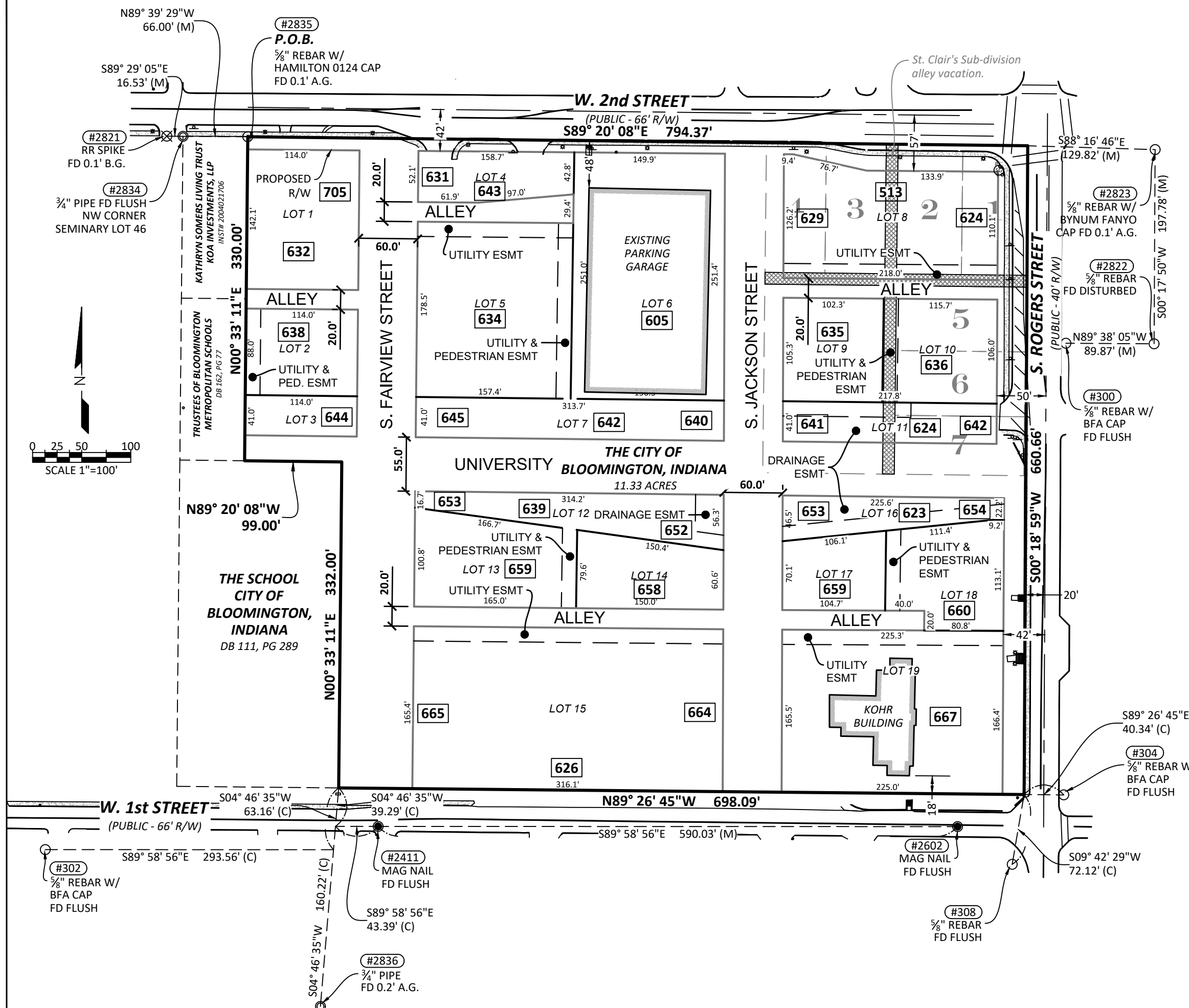
Deborah Hutton, President

ATTEST:

Sue Sgambelluri, Secretary

Date

HOPEWELL WEST SUBDIVISION - SECONDARY PLAT A PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 8 NORTH, RANGE 1 WEST MONROE COUNTY, INDIANA



LEGEND:

---	ROAD CENTERLINE
---	LINE NOT TO SCALE
●	5/8" REBAR WITH CAP "BRCJ", INC 6892 IN"
○	IRON PIPE FOUND AS NOTED
○	REBAR FOUND AS NOTED
⊗	RAILROAD SPIKE FOUND AS NOTED
●	MAG NAIL FOUND AS NOTED
R/W	RIGHT-OF-WAY
C/L	CENTERLINE
A.G.	ABOVE GROUND
B.G.	BELOW GROUND
FD	FOUND
XXXX	ADDRESS

OWNER/DEVELOPER:
The City of Bloomington, Indiana by and through the Bloomington Redevelopment Commission
401 North Morton Street, Suite 210
Bloomington, Indiana 47402
Phone: 812-349-3420

RECORD INFORMATION:
The City of Bloomington, Indiana
INST# 2024000173
53-08-05-100-057.000-009,
53-08-05-100-058.000-009,
53-08-05-100-059.000-009,
53-08-05-100-119.000-009,
53-08-05-100-120.000-009,
53-08-05-100-127.000-009,
53-08-05-100-132.000-009,
53-08-05-115-012.000-009

ZONING:
Subject: MM/TRO
Adjoints: MM, MI/TRO

TRANSFORM REDEVELOPMENT OVERLAY (TRO) SETBACKS:
FRONT = 0 TO 15 FEET
SIDE = 0 FEET (5' ABUTTING RESIDENTIAL ZONING)
REAR = 0 FEET (25' ABUTTING RESIDENTIAL ZONING)

FLOOD ZONE:
PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.) PER FEMA FLOOD INSURANCE RATE MAP NUMBER 18105C0141D, DATED DECEMBER 17, 2010.

NOTES:

- FIELD WORK PERFORMED MAY 3-12, 2023.
- 5/8" INCH REBAR WITH YELLOW PLASTIC CAP STAMPED "BRCJ", INC 6892 IN" TO BE SET AT ALL LOT CORNERS.
- THE BASIS OF BEARINGS ON THIS SURVEY IS THE MONROE COUNTY ZONE OF THE INDIANA GEOSPACIAL COORDINATE SYSTEM (INGCS), NAD83 (2011). ALL LOTS, NUMBERED 1 THROUGH 8, AND ALL ALLEYS SHOW ON THE PLAT OF ST. CLAIR'S SUB-DIVISION OF PARTS OF SEMINARY LOTS 37 AND 46 AND AS FOUND IN PLAT CABINET B, ENVELOPE 9 IN THE MONROE COUNTY RECORDER'S OFFICE ARE HEREBY VACATED.

LEGAL DESCRIPTION

A part of Seminary Lots 37 and 46 and St. Clair's Subdivision of parts of Seminary Lots 37 and 46 in the City of Bloomington, Monroe County, Indiana, and more particularly described by Christopher L. Porter, LS21200022, on May 15, 2023, as part of Bledsoe Riggert Cooper James, Inc. Job Number 11335, as follows:

Commencing at a 3/4-inch diameter iron pipe marking the northwest corner of Seminary Lot 46; thence along the north line of said Lot 46 SOUTH 89 degrees 39 minutes 29 seconds EAST a distance of 66.00 feet to a 5/8-inch diameter rebar with cap and the Point of Beginning; thence continuing along said north line SOUTH 89 degrees 20 minutes 08 seconds EAST a distance of 794.37 feet to the northeast corner of Lot 1 of St. Clair's Subdivision as recorded in Plat Book 15, Page 65 in the Monroe County Recorder's office and the west right of way line of Rogers Street; thence along said right of way line SOUTH 00 degrees 18 minutes 59 seconds WEST a distance of 660.66 feet to the north right of way line of First Street; thence along said right of way line NORTH 89 degrees 26 minutes 45 seconds WEST a distance of 698.09 feet to the east line of Deed Book 111, Page 289 in said Recorder's office; thence along the east line of said Deed Book NORTH 00 degrees 33 minutes 11 seconds EAST a distance of 332.00 feet; thence NORTH 89 degrees 20 minutes 08 seconds WEST a distance of 99.00 feet to the southeast corner of Deed Book 162, Page 77; thence along the east line of said Deed Book and the east line of Instrument Number 2004021706 NORTH 00 degrees 33 minutes 11 seconds EAST a distance of 330.00 feet to the point of beginning, containing 11.33 acres, more or less.

This description includes the platted alleys in St. Clair's Subdivision. Said alleys may not have been vacated at the time this description was prepared.

REPORT OF SURVEY

In accordance with Title 865, 1-12-1 through 1-12-30 of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:

- Reference monuments of record
- Title documents of record
- Evidence of active lines of occupation
- Relative Positional Accuracy "RPA"

The Relative Positional Accuracy "RPA" (due to random errors in measurement) of this survey is within that allowable for an Urban survey (0.07 feet (21 millimeters) plus 50 parts per million) as defined in IAC, Title 865 ("Relative Positional Accuracy" means the value expressed in feet or meters that represents the uncertainty due to random errors in measurements in the location of any point on a survey relative to any other point on the same survey at the 95 percent confidence level).

In regard to "ACTIVE LINES OF OCCUPATION", point (c) above: ACTIVE refers to lines which are marked by visible, obvious, well defined and maintained, man-made or placed objects, such as, but not limited to, fences, hedges and retaining walls. The uncertainty cited for a line of occupation is general in nature and is NOT intended to be specific for every point along the line. Therefore, portions of the occupation line may vary from the surveyed line by a distance greater or less than uncertainty cited in this report.

This is a partial Retracement Survey and an Original Survey performed at the request of the City of Bloomington Redevelopment Commission.

The surveyed property was in the name of Bloomington Hospital, Inc. (Deed Book 364, Page 240, Instrument No. 2004018581 and Instrument Number 2010019969) at the time the field work was conducted, and when the legal description and report of survey were written. At the time of certification of this plat, the property is in the name of The City of Bloomington, Indiana, by and through the Bloomington Redevelopment Commission (Instrument No. 2024000173).

The field work was performed May, 2023.

SURVEYS & PLATS OF RECORD:

- ALTA/NSPS Land Title Survey for Indiana University Health, Inc. by Terry D. Wright, Hamilton Designs Job Number 2018-147, dated May 25, 2018, provided by Indiana University Health, Inc.
- Plat of Seminary Square and Lots, found in Plat Cabinet B, Envelope 5 in the Monroe County Recorder's office.
- Plat of St. Claire's Subdivision of Parts of Seminary Lots 37 and 46, found in Plat Cabinet B, Envelope 9 in said Recorder's office.
- Survey of Seminary Lots 11, 12, 13, 14 and Part of Lot 10 and Part of Seminary Lot 37 by Charles D. Graham, found recorded as Instrument Number 2021024040 in said Recorder's Office.

MONUMENTS FOUND:

- A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found flush with grade. This monument is shown as number 500 on the Graham survey.
- A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found flush with grade. This monument is shown on the Hamilton survey as the northwest corner of Tract 6, PCL 3 per Deed Record 371, Page 479.
- A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found flush with grade. This monument is shown as number 504 on the Graham survey.
- A 5/8-inch diameter rebar with illegible cap was found flush with grade. The origin of this monument is unknown.
- A railroad spike was found 0.1 foot below grade. The origin of this monument is unknown.
- A 5/8-inch diameter rebar was found disturbed. This monument is shown as number 501 on the Graham survey.
- A 5/8-inch diameter rebar with Bynum Fanyo Associates cap was found 0.1 foot above grade. This monument is shown as number 502 on the Graham survey.
- A 3/4-inch diameter iron pipe was found flush with grade and accepted as the northwest corner of Seminary Lot 46 per survey 1.
- A 5/8-inch diameter rebar with Hamilton 0124 cap was found 0.1 foot above grade and accepted as the northwest corner of Instrument Number 2004018581 per survey 1.
- A 3/4-inch diameter iron pipe was found 0.2 feet above grade. This monument is shown on the Hamilton survey as the southeast corner of Tract 6, PCL 2 per Deed Record 371, Page 478.

DEED ANALYSIS:

No discrepancies were found when comparing the legal descriptions for the western adjoints with the Bloomington Hospital, Inc. descriptions.

ESTABLISHMENT OF LINES AND CORNERS:

Monument 2835 as held for the geometry shown on the Hamilton survey. Said geometry was then rotated to monument 2836 to establish the perimeter lines of the Bloomington Hospital, Inc. parcels.

As a result of the above observations, it is my opinion that the uncertainties in the location of the lines and corners established on this survey are as follows:

Due to Availability and condition of reference monuments: Up to 1.5 feet when comparing the distance between monuments 2835 and 2836 calculated per the Hamilton survey with the measured distance.

Due to Occupation or possession lines: No discrepancies noted.

Due to Clarity or ambiguity of the record description used and of adjoints' descriptions and the relationship of the lines of the record tract with adjoints' lines: No discrepancies noted.

OWNER CERTIFICATION

The City of Bloomington, Indiana, Owner of the real estate shown and described herein, does hereby certify, layoff, and plat (19) tracts, numbered 1-19.

Rights-of-way not heretofore dedicated are hereby dedicated to the public. In accordance with this plat and certificate, this plat shall be known as Hopewell West Subdivision.

IN WITNESS WHEREOF, the undersigned Owner set their hand and seal this ____ day of _____, 2024.

The City of Bloomington, Indiana

STATE OF INDIANA COUNTY OF MONROE

Before me, a Notary Public in and for said County and State, personally appeared The City of Bloomington, Indiana, owner, who acknowledged the execution of the above referenced plat, to be their voluntary act for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this ____ day of _____, 2024.

Notary Public (Signature)

Notary Public (Printed Name)

My Commission Expires: _____

My County of Residence: _____

PLAN COMMISSION AND BOARD OF PUBLIC WORKS

Under the authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

APPROVED BY THE PLAT COMMITTEE AT A MEETING HELD: _____, 2024

Director of Planning & Transportation Department

SURVEYOR'S CERTIFICATION

This survey was executed according to survey requirements contained in Section 1 through 19 of 865 IAC 1-12.

This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Evidence of easements have not been located in the field and are not shown on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 10th day of April, 2024.

Christopher L. Porter

Christopher L. Porter
Professional Surveyor No. LS21200022
State of Indiana



Bledsoe Riggert Cooper James
BRCJ
LAND SURVEYING • CIVIL ENGINEERING • GIS
1351 West Tapp Road Bloomington, Indiana 47403
Phone: 812-336-8277 Email: cporter@brcjcivil.com
PLAT DATED: April 10, 2024 JOB # 11335

24-37
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 Ind. Code § 36-7-14-11(4); and

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

WHEREAS, in 2024, the Program has a total of Thirty Thousand Dollars (\$30,000.00) within the City's general fund (Fund #101-15-151000-53960) to be used for the 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 recommendations 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:

Park Ridge East Neighborhood Association

Funds requested from the City	\$12,825.00
Neighborhood match amount	<u>\$ 2,235.36</u> (17%)
Total Project Cost	\$15,060.36

Recommended funding **\$8,500.00**

The Park Ridge East Neighborhood Association requests funds to refurbish their two neighborhood entrance signs and associated landscaping. Their proposal included repairing limestone pillars and lighting, and replacing existing plantings with native plants in the islands at each of the two neighborhood entrances. A professional landscaper will also provide an educational workshop to teach neighborhood volunteers how to care for the landscaping. Recommended funding would eliminate repair work on the limestone pillars, while retaining the lighting repairs and landscaping.

Prospect Hill Neighborhood Association

Funds requested from the City	\$12,750.00
Neighborhood match amount	<u>\$ 2,360.00</u> (19%)
Total Project Cost	\$15,110.00

Recommended funding **\$12,750.00**

The Prospect Hill Neighborhood Association (PHNA) requests funds to hire restoration professionals to repair Rose Hill Cemetery headstones and monuments too difficult/fragile/large for volunteers to handle. Four workshops will be led by a Monroe County History Center volunteer to teach members of the public headstone restoration techniques and skills. PHNA received a Neighborhood Improvement Grant in the amount of \$12,590 in 2023 for similar work. Recommended for full funding.

Rockport Hills Neighbors

Funds requested from the City	\$1,350.00
Neighborhood match amount	<u>\$ 558.88</u> (41%)
Total Project Cost	\$1,908.88

Recommended funding **\$1,350.00**

Rockport Hills requests funds to refurbish their neighborhood entrance sign and install native landscaping. The work involves cleaning, painting, and sealing the limestone sign, and installing native plants at the base of the sign. All native plants and mulch are to be donated. Funding is for sign restoration only. Recommended for full funding.

Woodlands-Winding Brook HOA

Funds requested from the City	\$50,000.00
Neighborhood match amount	<u>\$35,267.00</u> (71%)
Total Project Cost	\$85,267.00

Recommended funding **\$7,400.00**

The Woodlands-Winding Brook HOA requests funds for the second phase of a project to convert an inoperable retention pond into a bioretention area, to include stormwater mitigation features, native plantings, and community gathering spaces. The Woodlands received a Neighborhood Improvement Grant in the amount of \$11,000 in 2023 for the first phase of this project. Recommended funding will be made available upon written documentation, on or before July 1, 2024, of the HOA's ability to raise the remaining funding necessary to complete the entire project by the end of 2024. Grant monies may only be used for construction costs.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Hutton, President

ATTEST:

Sue Sgambelluri, Secretary

Date