

AGENDA
REDEVELOPMENT COMMISSION
May 20, 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/81283163961?pwd=Di63C0594BUQiLGBB1HqdJghPAkYES.1>

Meeting ID: 812 8316 3961

Passcode: 854657

- I. ROLL CALL**
- II. READING OF THE MINUTES –May 6, 2024**
- III. EXAMINATION OF CLAIM REGISTERS – May 24, 2024 for \$437,803.70**
- IV. EXAMINATION OF PAYROLL REGISTERS May 17, 2024 for \$38,310.13**
- 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 24-39: Approval of Lease for Trades District Garage Commercial/Office Space
 - B. Resolution 24-40: Approval of Letter of Intent for Redevelopment Commission Property Located Within the Trades District
 - C. Resolution 24-41: Addendum to Agreement with VET Environmental Engineering for Environmental Services at Hopewell
 - D. Resolution 24-42: Approval of Contract with Ann-Kriss LLC to Secure 714 S Rogers Street
- 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, May 6, 2024, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton
Street, Room 135, and via Zoom, with Secretary Sue Sgambelluri presiding:
<https://catstv.net/m.php?q=13502>

I. ROLL CALL

Commissioners Present: Sue Sgambelluri, John West, and Randy Cassady

Commissioners Absent: Deb Hutton and Deborah Myerson

City Staff Present: Kerry Thomson, Mayor; Isabel Piedmont-Smith, President of Common Council; Margie Rice, Corporation Counsel, Legal Department; Larry Allen, City Attorney, Legal Department; Anna Killion-Hanson, Director, HAND; Christina Finley, Financial Specialist, HAND; and Jane Kupersmith, Director, Economic & Sustainable Development (ESD)

Others Present: Deb Kunce, J.S. Held; Sam Dove; Lucas Gonzalez, Indiana Public Media

II. READING OF THE MINUTES – John West moved to approve the April 22, 2024 minutes. Randy Cassady seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTERS – John West moved to approve the claim registers for April 26, 2024, for \$272,747.85, and May 10, 2024, for \$283,790.95. Randy Cassady seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – John West moved to approve the payroll register for April 26, 2024, for \$38,335.10. Randy Cassady 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: Jane Kupersmith was available to answer questions.

E. Hopewell Update: Deb Kunce gave a brief update on current Hopewell activities and answered questions from the commissioners.

VI. NEW BUSINESS -

A. Discussion of the Capital Improvement Board's (CIB) request to RDC regarding the new convention center project. Larry Allen stated that the County has created a Capital Improvement Board. On April 15, 2024, they submitted a request to both the County and RDC/City, asking to make certain properties available to develop for a new convention center. Allen said the CIB requested a response today, April 22, 2024. The County responded that they intend to make their parcels available for the new convention center. Margie Rice drafted a response to memorialize the administration's intent as well as the RDC. Rice read the drafted response to the commissioners. The RDC will make available the parking lots to behind and to the south of the Convention Center for expansion. If the lots to the north of the Convention Center (College Square) are deemed necessary for the project, the City and RDC will engage in negotiations for reimbursement for the real estate and improvements.

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

B. Resolution 24-38: Approval of Amendment of Agreement for Security Patrols at Hopewell Properties. Anna Killion-Hanson stated that as of May 1, 2024, the 24-hour security detail expired. Killion-Hanson said we request to revert to the 12-hour security and extend the agreement to August 1, 2024. The increase in duration will require additional payment for the security services in an amount not to exceed \$35,162.40.

City staff answered questions from the commissioners.

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

John West moved to approve Resolution 24-38. Randy Cassady seconded the motion. The motion passed unanimously.

C. BUSINESS/GENERAL DISCUSSION

VII. ADJOURNMENT – John West moved to adjourn. Randy Cassady seconded the motion. The meeting adjourned at 5:30 p.m.

Deborah Hutton, President

Sue Sgambelluri, Secretary

Date: _____



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

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

JESSICA MCCLELLAN
CONTROLLER

CONTROLLER'S OFFICE

p 812.349.3412
f 812.349.3456
controller@bloomington.in.gov

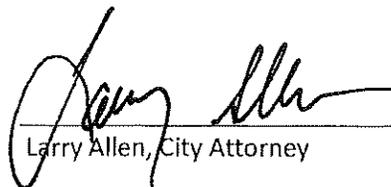
Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 05-24-2024 (\$437,803.70)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 05-11-2024 to 05-24-2024. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.


Cheryl Gilliland-Deputy Controller. Jessica McClellan
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 05-11-2024 to 05-24-2024, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.


Larry Allen, City Attorney



Board of Redevelopment Commission Claim Register

Invoice Date Range 05/11/24 - 05/24/24

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 150500 - Housing										
Account 53960 - Grants										
9299 - Dena Leigh Robertson	R101-Robertson	15-Rent Deposit for 611 N Rogers D. Robertson	Paid by Check # 78445		05/14/2024	05/14/2024	05/24/2024		05/24/2024	310.25
							Account 53960 - Grants Totals		Invoice Transactions 1	\$310.25
							Program 150500 - Housing Totals		Invoice Transactions 1	\$310.25
Program 151000 - Neighborhood										
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-20704A	15-250 Business Cards for Felicia Hershman	Paid by EFT # 59056		05/14/2024	05/14/2024	05/24/2024		05/24/2024	66.25
							Account 53310 - Printing Totals		Invoice Transactions 1	\$66.25
Account 53960 - Grants										
7766 - Nicholas J Halter (Bloomington Tree Service)	5.6.24	15-Neighborhood Clean Up for Grandview Hills	Paid by EFT # 59002		05/14/2024	05/14/2024	05/24/2024		05/24/2024	3,125.00
							Account 53960 - Grants Totals		Invoice Transactions 1	\$3,125.00
							Program 151000 - Neighborhood Totals		Invoice Transactions 2	\$3,191.25
Program 151600 - Title 16										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	363649546001	15-Storage boxes, tape dispenser, post it, steno pads	Paid by EFT # 59070		05/14/2024	05/14/2024	05/24/2024		05/24/2024	191.06
							Account 52110 - Office Supplies Totals		Invoice Transactions 1	\$191.06
							Program 151600 - Title 16 Totals		Invoice Transactions 1	\$191.06
							Department 15 - HAND Totals		Invoice Transactions 4	\$3,692.56
							Fund 101 - General Fund (S0101) Totals		Invoice Transactions 4	\$3,692.56
Fund 153 - LIT – Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
1785 - Monroe County Land Title Co., INC (Title Plus)	CLSNG-5.17.24	15-Closing Assistance for 2420 Broadview - Hendry	Paid by EFT # 58919		05/16/2024	05/16/2024	05/16/2024		05/16/2024	10,000.00
							Account 53960 - Grants Totals		Invoice Transactions 1	\$10,000.00
							Program 150000 - Main Totals		Invoice Transactions 1	\$10,000.00
							Department 15 - HAND Totals		Invoice Transactions 1	\$10,000.00
							Fund 153 - LIT – Economic Development Totals		Invoice Transactions 1	\$10,000.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 05/11/24 - 05/24/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 250 - CDBG											
Department 15 - HAND											
Program 150000 - Main											
Account 53230 - Travel											
3560 - First Financial Bank / Credit Cards	1028966A	15-Hotel-Advanced CDBG & HOME Conf-Hanson-OH-4/22-4/23	Paid by Check # 10499		05/14/2024	05/14/2024	05/24/2024		05/24/2024	399.16	
3560 - First Financial Bank / Credit Cards	1028965A	15-Hotel-Advanced CDBG & HOME Conf-Toothman-OH-4/22-4/23	Paid by Check # 10499		05/14/2024	05/14/2024	05/24/2024		05/24/2024	399.16	
3560 - First Financial Bank / Credit Cards	1028967A	15-Hotel-Advanced CDBG & HOME Conf-Swinney-OH-4/22-4/23	Paid by Check # 10499		05/14/2024	05/14/2024	05/24/2024		05/24/2024	399.16	
9172 - Anna C Hanson	NCDA-4.2024	15-per diem reim-Nat'l Comm Dev Assoc Con-Columbus, OH-4/21-4/23	Paid by EFT # 537		05/14/2024	05/14/2024	05/24/2024		05/24/2024	443.44	
									Account 53230 - Travel Totals	Invoice Transactions 4	\$1,640.92
Account 53960 - Grants											
249 - Crider And Crider, INC	CRIDER-ADAMS-1	07-CDBG Adams ST Sidewalk Proj-w/ Eng 02/05-04/30/24-App 1	Paid by EFT # 58972		05/14/2024	05/14/2024	05/24/2024		05/24/2024	140,000.00	
174 - Hoosier Hills Food Bank INC	CDBG-3.25.24	15-CDBG 2023 Funding Agreement; Jan-Feb 2024 driver time	Paid by EFT # 538		05/14/2024	05/14/2024	05/24/2024		05/24/2024	2,217.93	
6900 - Northeast & Bucks Co (Mullin & Lonergan Assoc)	1291-05/01	15-Consultant Srv-Analysis Impediments Fair Housing Code-5/10/24	Paid by EFT # 539		05/14/2024	05/14/2024	05/24/2024		05/24/2024	15,000.00	
6900 - Northeast & Bucks Co (Mullin & Lonergan Assoc)	1291-04/01	15-Consultant Services-5 yr consolidated Plan - 5/10/24	Paid by EFT # 539		05/14/2024	05/14/2024	05/24/2024		05/24/2024	15,000.00	
									Account 53960 - Grants Totals	Invoice Transactions 4	\$172,217.93
									Program 150000 - Main Totals	Invoice Transactions 8	\$173,858.85
									Department 15 - HAND Totals	Invoice Transactions 8	\$173,858.85
									Fund 250 - CDBG Totals	Invoice Transactions 8	\$173,858.85
Fund 439 - Consolidated TIF											
Department 15 - HAND											
Program 159001 - Adams Crossing Area											
Account 53990 - Other Services and Charges											
3444 - Rundell Ernstberger Associates, INC	2022-1671-18	15-Hopewell PH 1 East-Inspection-serv thru 03/31/24	Paid by EFT # 59098		05/14/2024	05/14/2024	05/24/2024		05/24/2024	61,338.43	



Board of Redevelopment Commission Claim Register

Invoice Date Range 05/11/24 - 05/24/24

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										
1960 - Landscape Forms, INC (DBA Loll Designs)	0000192872	15-Hopewell Site Furnishing - cocktail tables and chairs	Paid by EFT # 59040		05/14/2024	05/14/2024	05/24/2024		05/24/2024	17,266.48
6330 - Marshall Security LLC	3346	15-Hopewell Security Patrol - temp/security - 4/1-4/30/24	Paid by EFT # 59048		05/14/2024	05/14/2024	05/24/2024		05/24/2024	20,253.60
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 3	<u>\$98,858.51</u>
							Program 159001 - Adams Crossing Area Totals		Invoice Transactions 3	<u>\$98,858.51</u>
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
7509 - Axis Architecture + Interiors, LLC	2022001-16	15-Add Serv-Trades District Tech Center 04/26/24-6 of 12	Paid by EFT # 58934		05/14/2024	05/14/2024	05/24/2024		05/24/2024	6,933.46
6714 - Dimension Mill, INC	1995	04-Trades District & Technology Center Agreement Q2 2024	Paid by EFT # 58977		05/14/2024	05/14/2024	05/24/2024		05/24/2024	50,000.00
18844 - First Financial Bank, N.A.	BLDAS-TECHCTR-5	04-Escrow-Building Associates-Trades Tech Ctr-Pay App 5	Paid by Check # 78426		05/14/2024	05/14/2024	05/24/2024		05/24/2024	21,810.15
18844 - First Financial Bank, N.A.	BLDAS-TECHCTR-6	04-Escrow-Building Associates-Trades Tech Ctr-Pay App 6	Paid by Check # 78427		05/14/2024	05/14/2024	05/24/2024		05/24/2024	15,027.40
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 4	<u>\$93,771.01</u>
							Program 159002 - Downtown Area Totals		Invoice Transactions 4	<u>\$93,771.01</u>
							Department 15 - HAND Totals		Invoice Transactions 7	<u>\$192,629.52</u>
							Fund 439 - Consolidated TIF Totals		Invoice Transactions 7	<u>\$192,629.52</u>
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7402 - Nature's Way, INC	64665	06-Monthly Interior Maintenance -College Square-5/1/24	Paid by EFT # 59066		05/14/2024	05/14/2024	05/24/2024		05/24/2024	83.54
6378 - ANN-KRISS, LLC	721-5424-1	15-714 S. Rogers- install plywood over ground floor glass opening	Paid by EFT # 58929		05/14/2024	05/14/2024	05/24/2024		05/24/2024	6,160.00
656 - B&L Sheet Metal and Roofing, INC	2091745	15-retrofit drain assembly at 714 S Rogers-4/30/24	Paid by EFT # 58936		05/14/2024	05/14/2024	05/24/2024		05/24/2024	2,250.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 05/11/24 - 05/24/24

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										
10 - Bledsoe Riggert Cooper & James INC	27315	15-Trades District Lot 4 Amendment Final Plat	Paid by EFT # 58946		05/14/2024	05/14/2024	05/24/2024		05/24/2024	900.00
364 - Rumpke Of Indiana, LLC	3700202044- 0524	15-Trash Service at 320 W 8th - Showers West - May 2024	Paid by EFT # 59097		05/14/2024	05/14/2024	05/24/2024		05/24/2024	123.81
6688 - SSW Enterprises, LLC (Office Pride)	Inv-203201	15-Janitorial Services provided 5x per week - West Showers-5/1/24	Paid by EFT # 59113		05/14/2024	05/14/2024	05/24/2024		05/24/2024	1,648.00
5900 - VET Environmental Engineering, LLC	7377	15-Water Remediation & Mold Treatment @ 714 S Rogers	Paid by EFT # 59141		05/14/2024	05/14/2024	05/24/2024		05/24/2024	33,150.41
223 - Duke Energy	9101205758430 424	04-College Sq-200 S. College Ave-elec. chgs 03/27/24-04/25/24	Paid by Check # 78417		05/15/2024	05/15/2024	05/15/2024		05/15/2024	69.11
223 - Duke Energy	9101205761750 424	04-College Sq-202 S College-elec. bill 03/27/24-04/25/24	Paid by Check # 78417		05/15/2024	05/15/2024	05/15/2024		05/15/2024	31.89
223 - Duke Energy	9101205753640 424	04-College Sq-204 S. College Ave-electric bill 03/27/24-04/25/2	Paid by Check # 78417		05/15/2024	05/15/2024	05/15/2024		05/15/2024	862.06
223 - Duke Energy	9101205762900 424	04-College Sq-208 S. College-elec. bill 03/27- 04/25/24	Paid by Check # 78417		05/15/2024	05/15/2024	05/15/2024		05/15/2024	446.10
223 - Duke Energy	9101205763990 424	04-College Sq-210 S. College Ave-elec. chgs 03/27/24-04/25/23	Paid by Check # 78417		05/15/2024	05/15/2024	05/15/2024		05/15/2024	200.94
223 - Duke Energy	9101205756790 424	04-College Sq-222 S College Ave - elec serv 03/27/24-04/25/24	Paid by Check # 78417		05/15/2024	05/15/2024	05/15/2024		05/15/2024	462.34
223 - Duke Energy	9101205760180 424	04-College Sq-222 S College Ave -elec bill 03/27/24-04/25/24	Paid by Check # 78417		05/15/2024	05/15/2024	05/15/2024		05/15/2024	196.69
223 - Duke Energy	9101205750330 424	04-College Sq-226 S. College Ave-elec chgs 03/27/24-04/25/24	Paid by Check # 78417		05/15/2024	05/15/2024	05/15/2024		05/15/2024	480.89
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	54987310- 050724	04-College Sq-200 S. College-gas bill 04/01/24-05/02/24	Paid by Check # 78420		05/15/2024	05/15/2024	05/15/2024		05/15/2024	29.71
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	54073430- 050724	04-College Sq-216 . College-gas bill 04/01/24-05/02/24	Paid by Check # 78420		05/15/2024	05/15/2024	05/15/2024		05/15/2024	98.53



Board of Redevelopment Commission Claim Register

Invoice Date Range 05/11/24 - 05/24/24

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										
208 - City Of Bloomington Utilities	200981-001 0424	15-640 N Madison- water/sewer bill- April 2024	Paid by Check # 78414		05/15/2024	05/15/2024	05/15/2024		05/15/2024	11.21
208 - City Of Bloomington Utilities	4995-004 0424	15-627 N Morton- water/sewer bill-April 2024	Paid by Check # 78414		05/15/2024	05/15/2024	05/15/2024		05/15/2024	61.39
223 - Duke Energy	9101205748680 424	15-105 W 4th St- Misc:Office 2-elec chgs 03/27/24-04/25/24	Paid by Check # 78417		05/15/2024	05/15/2024	05/15/2024		05/15/2024	28.52
223 - Duke Energy	9101205755460 524	15-335 W. 11th-elec chgs 04/02/24- 05/01/24	Paid by Check # 78417		05/15/2024	05/15/2024	05/15/2024		05/15/2024	11.61
223 - Duke Energy	9101205757280 424	15-105 4th St W Misc Office 4-elec chgs 03/27/24-04/25/24	Paid by Check # 78417		05/15/2024	05/15/2024	05/15/2024		05/15/2024	155.83
223 - Duke Energy	9101212104030 424	15-105 W 4th St Misc Office 1-elec chgs 03/27/24-04/25/24	Paid by Check # 78417		05/15/2024	05/15/2024	05/15/2024		05/15/2024	59.28
223 - Duke Energy	9101205749170 424	15-489 10th St W. Misc:CmrcI Spce-elec. chgs 03/21/24- 04/18/24	Paid by Check # 78417		05/15/2024	05/15/2024	05/15/2024		05/15/2024	424.92
223 - Duke Energy	9101205751660 524	15-627 N Morton-elec chgs 04/02/24- 05/01/24	Paid by Check # 78417		05/15/2024	05/15/2024	05/15/2024		05/15/2024	91.96
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50189910- 050724	15-627 N Morton-gas bill 04/01/24-05/02/24	Paid by Check # 78420		05/15/2024	05/15/2024	05/15/2024		05/15/2024	31.87
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	58261898- 050724	15-489 W. 10th St-Unit #1-gas bill 04/01/24- 05/02/24	Paid by Check # 78420		05/15/2024	05/15/2024	05/15/2024		05/15/2024	183.86
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	58261914- 050724	15-489 W. 10th St-Unit #2-gas bill 04/01/24- 05/02/24	Paid by Check # 78420		05/15/2024	05/15/2024	05/15/2024		05/15/2024	53.15
223 - Duke Energy	9101229908840 524	15-Hopewell-W 2nd St- elec chgs-04/03/24- 05/02/24	Paid by Check # 78417		05/15/2024	05/15/2024	05/15/2024		05/15/2024	25.64
223 - Duke Energy	9101397672040 524	15-Showers W-320 E 8th St-elec chgs- 04/02/24-05/01/24	Paid by Check # 78419		05/15/2024	05/15/2024	05/15/2024		05/15/2024	6,094.51
Account 53990 - Other Services and Charges Totals							Invoice Transactions	30	<u>\$54,427.77</u>	
Program 150000 - Main Totals							Invoice Transactions	30	<u>\$54,427.77</u>	
Department 15 - HAND Totals							Invoice Transactions	30	<u>\$54,427.77</u>	



Board of Redevelopment Commission Claim Register

Invoice Date Range 05/11/24 - 05/24/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
					Fund 444 - RDC Totals				Invoice Transactions 30	\$54,427.77
Fund 905 - Housing Develp (Ord16-41)(S9506)										
Department 15 - HAND										
Program 150500 - Housing										
Account 53990 - Other Services and Charges										
7768 - Bloomington Cooperative Living Incorporated	Apr-24	15-Housing Dev Fund/410 W. Kirkwood Ave/April 2024 bookkeeping	Paid by EFT # 58949		05/14/2024	05/14/2024	05/24/2024		05/24/2024	1,500.00
7768 - Bloomington Cooperative Living Incorporated	Mar-24	15-Housing Dev Fund/410 W. Kirkwood Ave/March 2024 bookkeeping	Paid by EFT # 58949		05/14/2024	05/14/2024	05/24/2024		05/24/2024	1,695.00
					Account 53990 - Other Services and Charges Totals				Invoice Transactions 2	\$3,195.00
					Program 150500 - Housing Totals				Invoice Transactions 2	\$3,195.00
					Department 15 - HAND Totals				Invoice Transactions 2	\$3,195.00
					Fund 905 - Housing Develp (Ord16-41)(S9506) Totals				Invoice Transactions 2	\$3,195.00
					Grand Totals				Invoice Transactions 52	\$437,803.70

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
05/24/24	Claims				\$437,803.70
					<u>\$437,803.70</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 \$437,803.70

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 Office Jessica McCellan



**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: Adam Watts, Director of Auditing & Financial
Date: May 17, 2024
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 04/29/2024 to 05/12/2024. 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.

A handwritten signature in black ink, appearing to read "Adam Watts", written over a horizontal line.

Adam Watts
Director of Auditing & Financial



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 05/17/24 - 05/17/24
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
10000 Arnold, Michael L 0051	05/17/2024	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	05/17/2024	1,705.69		.00	128.81	95.74	22.39	48.63	30.64	191.83	1,187.65
			.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	\$95.74	\$22.39	\$48.63	\$30.64	\$191.83	\$1,187.65
10000 Collins, Barry 0111	05/17/2024	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	05/17/2024	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	05/17/2024	1,857.69		.00	174.17	111.13	25.99	56.74	35.75	106.35	1,347.56
			.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	\$111.13	\$25.99	\$56.74	\$35.75	\$106.35	\$1,347.56
10000 Finley, Christina L 0187	05/17/2024	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	05/17/2024	1,899.69		.00	145.18	114.85	26.86	59.03	31.98	216.55	1,305.24
			.00	.00	1,827.42	1,852.42	1,852.42	1,827.42	1,827.42		
		\$1,899.69	\$0.00	\$0.00	\$145.18	\$114.85	\$26.86	\$59.03	\$31.98	\$216.55	\$1,305.24
3496 Hershman, Felicia J	05/17/2024	1,730.77		.00	127.08	103.95	24.31	54.16	34.12	76.83	1,310.32
			.00	.00	1,676.63	1,676.63	1,676.63	1,676.63	1,676.63		
		\$1,730.77	\$0.00	\$0.00	\$127.08	\$103.95	\$24.31	\$54.16	\$34.12	\$76.83	\$1,310.32
10000 Hewett, John H 0251	05/17/2024	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 05/17/24 - 05/17/24

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	05/17/2024	2,301.92		.00	155.94	139.79	32.70	50.59	31.87	697.27	1,193.76
			.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	\$32.70	\$50.59	\$31.87	\$697.27	\$1,193.76
3306 Killion-Hanson, Anna	05/17/2024	4,507.16		.00	282.96	264.79	61.92	137.95	86.91	236.36	3,436.27
			.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	\$61.92	\$137.95	\$86.91	\$236.36	\$3,436.27
1516 Liford, Kenneth T	05/17/2024	1,896.30		.00	130.88	117.57	27.49	60.28	37.98	46.60	1,475.50
			.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	\$27.49	\$60.28	\$37.98	\$46.60	\$1,475.50
1378 Sandweiss, Noah S	05/17/2024	2,307.69		.00	247.47	137.67	32.19	70.48	44.08	102.48	1,673.32
			.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	\$32.19	\$70.48	\$44.08	\$102.48	\$1,673.32
10000 Stong, Mary J 0471	05/17/2024	2,019.81		.00	180.01	113.47	26.53	58.31	36.74	350.24	1,254.51
			.00	.00	1,805.21	1,830.21	1,830.21	1,805.21	1,805.21		
		\$2,019.81	\$0.00	\$0.00	\$180.01	\$113.47	\$26.53	\$58.31	\$36.74	\$350.24	\$1,254.51
504 Swinney, Matthew P	05/17/2024	2,210.11		.00	318.25	137.41	32.13	71.10	44.80	37.94	1,568.48
			.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	\$32.13	\$71.10	\$44.80	\$37.94	\$1,568.48
2477 Toothman, Cody B	05/17/2024	2,210.11		.00	56.49	127.74	29.87	65.30	39.58	155.16	1,735.97
			.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	\$127.74	\$29.87	\$65.30	\$39.58	\$155.16	\$1,735.97
2305 Van Rooy, Angela L	05/17/2024	2,082.99		.00	113.04	129.15	30.20	60.82	38.32	224.25	1,487.21
			.00	.00	1,882.99	2,082.99	2,082.99	1,882.99	1,882.99		
		\$2,082.99	\$0.00	\$0.00	\$113.04	\$129.15	\$30.20	\$60.82	\$38.32	\$224.25	\$1,487.21
728 Wright, Edward E	05/17/2024	1,701.00		.00	161.74	102.49	23.97	53.39	28.93	52.77	1,277.71
			.00	.00	1,652.99	1,652.99	1,652.99	1,652.99	1,652.99		
		\$1,701.00	\$0.00	\$0.00	\$161.74	\$102.49	\$23.97	\$53.39	\$28.93	\$52.77	\$1,277.71
HAND - Housing & Neighborhood Dev		\$38,310.13	\$0.00	\$0.00	\$3,158.26	\$2,274.02	\$531.79	\$1,135.28	\$700.75	\$3,511.56	\$26,998.47
			\$0.00	\$0.00	\$35,416.54	\$36,677.54	\$36,677.54	\$35,416.54	\$35,416.54		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 05/17/24 - 05/17/24

Detail Listing

Grand Totals	\$38,310.13	\$0.00	\$3,158.26	\$2,274.02	\$531.79	\$1,135.28	\$700.75	\$3,511.56	\$26,998.47
	\$0.00	\$0.00	\$35,416.54	\$36,677.54	\$36,677.54	\$35,416.54	\$35,416.54		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/17/2024	Payroll				38,310.13
					<u>38,310.13</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 \$ 38,310.13

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_____

24-39
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF LEASE FOR TRADES DISTRICT GARAGE
COMMERCIAL/OFFICE SPACE

- WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington (“RDC”) approved in Resolution 18-67 a Project Review and Approval Form (“Form”), which sought the support of the RDC regarding the construction of a new 4th Street Garage and the Trades District Garage within the Trades District (“Project”);
- WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 (“Bonds”);
- WHEREAS, the Project included commercial/office space as part of the Trades Garage located at 489 W. 10th Street, Bloomington, Indiana;
- WHEREAS, the RDC caused two separate appraisals of the Properties to be conducted and authorized notice of offering to lease the space pursuant to those appraisals in Resolution 20-92;
- WHEREAS, the RDC has negotiated terms of a lease with the Regents of the University of California – Lawrence Berkley National Laboratory (“Lease Agreement”);
- WHEREAS, the parties desire to enter into a lease with the following terms:
- Rented space will be 4,059 sq. ft. within the Trades Garage
 - \$19/ sq. ft. for rent in the first year with annual increase of 2.5%, plus operating expenses
 - \$55/ sq. ft. tenant improvement allowance from the RDC
 - The lease will have a term of five (5) years and is renewals for three additional terms of five years each
 - The lease term will begin upon completion of tenant improvements
- WHEREAS, the Lease Agreement is attached to this Resolution as Exhibit A; and
- WHEREAS, pursuant to the terms of the RDC’s partnership agreement with the Dimension Mill, as approved in Resolution 23-05, John Fernandez of the Dimension Mill will oversee procurement and construction of tenant improvements; and
- WHEREAS, negotiations for this Lease Agreement were brought to the RDC while it was represented by the real estate brokerage Colliers International Indiana, LLC, as the listing agent, and the RDC shall pay fees in accordance with its agreement with Colliers as approved by Resolution 19-05 and amended in Resolution 21-21; and
- WHEREAS, City staff is seeking RDC approval to expend funds necessary for the tenant improvements including the tenant improvement allowance.

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

1. The RDC reaffirms its support for the Project.
2. The RDC finds that the lease of the Property will enhance the development and economic development of the Consolidated TIF.
3. The lease attached to this Resolution as Exhibit A is hereby approved. The RDC authorizes President Deb Hutton to sign on its behalf.
4. A copy of the fully executed lease shall be attached to this Resolution.
5. The RDC authorizes the City of Bloomington Controller to expend an amount not to exceed Seven Hundred Seventy-Three Thousand Two Hundred Forty-Five Dollars (\$773,245.00) from either the General RDC Account (Fund 444-15-150000-53990) or Consolidated TIF for the tenant improvements. This expenditure must comply with the City and the RDC's procurement and claims process.
6. The funding authorization approved by this Resolution shall terminate December 31, 2024, unless extended by approval by Resolution of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deb Hutton, President

ATTEST:

Sue Sgambelluri, Secretary

Date

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
STANDARD LEASE FORM
THE REGENTS AS TENANT

Lease covers Premises located at:

489 W. 10th Street, Bloomington, IN

Campus for which the space is leased:

The University of California (LBNL-Lawrence
Berkeley National Laboratory)

Landlord's Name, Address & Telephone Number:

The Redevelopment Commission of
Bloomington, Indiana, Attention: Larry Allen, City of Bloomington Legal, 401 N. Morton Street, Suite
220, Bloomington, 47404

TABLE OF CONTENTS

ARTICLE 1 - PREMISES

ARTICLE 1 - PREMISES

- 1.1 Description
- 1.2 Non-Exclusive Use Areas
- 1.3 Parking Areas
- 1.4 Area of Premises

ARTICLE 2 - TERM

- 2.1 Lease Term
- 2.2 Extended Term
- 2.3 Right of First Refusal

ARTICLE 3 - RENT

ARTICLE 4 – EARLY TERMINATION

ARTICLE 5 – PROPERTY TAX EXEMPTION

ARTICLE 6 - NOTICES

ARTICLE 7 – TENANT IMPROVEMENTS

- 7.1 Tenant Improvements
- 7.2 Cost of Tenant Improvements 7.2.1 Tenant Improvements Cost Cap and Rent Credit 7.2.2 Tenant's Prior Approval of Budget and Changes
- 7.3 Tenant Improvement Warranties
- 7.4 Tenant's Access During Construction

ARTICLE 8 – NOTICE OF COMPLETION

ARTICLE 9 – TIME LIMIT AND PRIOR TENANCY

ARTICLE 10 - USE

- 10.1 Use and Access
- 10.2 Compliance with Laws
- 10.3 Hazardous Materials
- 10.4 Signage

ARTICLE 11 - OPERATING EXPENSES

- 11.1 Definitions
- 11.2 Operating Expenses
- 11.3 Payment of Operating Expenses
- 11.4 Operating Expenses Statement and Adjustment
- 11.5 Audit Right
- 11.6 Proration for Partial Year

ARTICLE 12 – SERVICES, UTILITIES

ARTICLE 13 – RESERVED

ARTICLE 14 – INSURANCE REQUIREMENTS

- 14.1 Tenant's Insurance

14.2 Landlord's Insurance

ARTICLE 15 – WAIVERS OF SUBROGATION

ARTICLE 16 – REPAIR AND MAINTENANCE

- 16.1 Landlord and Tenant Obligations
- 16.2 Failure of Landlord to Make Repairs

ARTICLE 17 – ALTERATIONS, MECHANICS' LIENS

- 17.1 Alterations
- 17.2 Condition at Termination
- 17.3 Mechanic's Liens

ARTICLE 18 – ASSIGNMENT AND SUBLETTING

- 18.1 Tenant's Right to Assign
- 18.2 Landlord's Right to Assign

ARTICLE 19 – ENTRY BY LANDLORD

ARTICLE 20 - DESTRUCTION

- 20.1 Total Destruction
- 20.2 Partial Destruction
- 20.3 Obligation to Repair
- 20.4 Termination if Damage Occurs in Last Eighteen Months of the Term

ARTICLE 21 – PUBLIC WORKS LAWS

ARTICLE 22 – SERVICE COMPANIES

ARTICLE 23 – DEFAULT BY TENANT

- 23.1 Default
- 23.2 Remedies
- 23.3 No Consequential Damages

ARTICLE 24 – DEFAULT BY LANDLORD

- 24.1 Default
- 24.2 Remedies

ARTICLE 25 - CONDEMNATION

ARTICLE 26 – HOLDING OVER

ARTICLE 27 - WAIVER

ARTICLE 28 – RESERVED

ARTICLE 29 – QUIET POSSESSION

ARTICLE 30 - SUBORDINATION

- 30.1 Premises Not Specified as Security Under Any Mortgage or Deed of Trust
- 30.2 Premises Specified as Security Under Mortgage or Deed of Trust

ARTICLE 31 – ESTOPPEL CERTIFICATE

ARTICLE 32 – MISCELLANEOUS PROVISIONS

- 32.1 No Amendments
- 32.2 Time of the Essence
- 32.3 Binding Effect
- 32.4 Severability
- 32.5 Warranty of Authority
- 32.6 Force Majeure
- 32.7 CASP Inspection
- 32.8. Energy Disclosure
- 32.9 “Business Days”
- 32.10 Reserved
- 32.11 Governing Law
- 32.12 Reserved
- 32.13 Time Period For Approvals
- 32.14 No Drafting Presumption
- 32.15 OFAC Representation
- 32.16 Foreign Entities
- 32.17 Counterparts; Electronic Signatures
- 32.18 Addendum

ARTICLE 33 -FEDERAL PROVISIONS

EXHIBIT A - DESCRIPTION OF PREMISES

EXHIBIT B - UNIVERSITY OF CALIFORNIA VERIFICATION OF THE BUILDING'S COMPLIANCE WITH THE UC SEISMIC SAFETY POLICY FOR PURCHASED AND LEASED BUILDINGS

EXHIBIT C - CONFIRMATION OF LEASE TERM

EXHIBIT D - SUMMARY OF SERVICES AND UTILITIES

EXHIBIT E - SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

EXHIBIT F - SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

**EXHIBIT G - FAIR WAGE/FAIR WORK CERTIFICATE
ADDENDUM 1
PROVISIONS**

PARKING

ADDENDUM 2 - RENT FOR EXTENDED TERM(S)

ADDENDUM 3 - RENT ADJUSTMENTS

ADDENDUM 4 - WORK AGREEMENT

ADDENDUM 5 – RESERVED

SUMMARY OF LEASE TERMS

Tenant: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Landlord: The Redevelopment Commission of Bloomington, Indiana

Address of Premises: 489 W. 10th Street, Units 1 and 2 (Article 1)
Bloomington, Indiana, 47404

Rentable Square feet
of Premises: 4,059 (Article 1)

Premises Percentage
of Building (Tenant's Share): 100% (Article 1)

Lease Commencement Date: Delivery Date (Article 2)

Lease Expiration Date: Five (5) years after Lease Commencement (Article 2)

Extended Term: Three (3) options of five (5) years each (Article 2)

Monthly Rent:
Percent (2.5%) (Article 3) Nineteen Dollars (\$19.00) per square foot, with annual escalations of Two and One-Half

Addresses for Notices:
Landlord: Redevelopment Commission of Bloomington, Indiana (Article 6)
Attention: Larry Allen, City of Bloomington Legal
401 N. Morton Street, Suite 220, Bloomington, IN 47404

Tenant: The Regents of the University of California

Use: General office use (Article 10)

Base Year for
Operating Expenses: 2024 (Article 11)

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
STANDARD LEASE FORM
THE REGENTS AS TENANT**

PREAMBLE

This LEASE is made as of May 3, 2024 (the "**Effective Date**"), by and between THE REDEVELOPMENT COMMISSION OF BLOOMINGTON, INDIANA, an Indiana public corporation ("**Landlord**") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation ("**Tenant**"). Each of Landlord and Tenant may be referred to herein individually as a "Party" and collectively as the "Parties." Landlord and Tenant hereby agree as follows:

ARTICLE 1 - PREMISES

1.1 Description. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms and conditions herein set forth, those certain premises described as Units 1 and 2 (the "**Premises**") located within that certain building located at 489 W. 10th Street, and situated in the City of Bloomington, County of Monroe, State of Indiana, (the "**Building**"), which Premises consist of 4,059 rentable square feet (subject to confirmation as provided in Section 1.4), as depicted in Exhibit A, attached hereto and incorporated herein. The term "**rentable square feet**" shall be used as defined from time to time by the Building Owners and Managers Association ("**BOMA**") publication ANSI/BOMA Z65.1-2017 [or such other BOMA publication as may be specified by the Parties]. The Building, the areas servicing the Building (including any adjacent parking structure and parking area), and the land on which the Building and those areas are located are referred to collectively as the "**Real Property**".

1.2 Non-Exclusive Use Areas. Tenant shall also have the non-exclusive right to use, in common with other tenants in the Building, any and all of the common areas of the Building and Real Property including, without limitation, the following areas: common entrances, lobbies, elevators, stairways and access ways, passenger loading and unloading areas, visitor parking areas, ramps, drives, platforms, loading docks, public restrooms, and common walkways and sidewalks, loading zone/area near the building, specifically identified in Exhibit G, for the purpose of loading and unloading materials, furniture, and similar areas and facilities appurtenant to and benefiting the Building and its occupants (the "**Common Areas**"). Landlord will not restrict Tenant's access to and from the Premises or the Common Areas, or the use of any of the Common Areas except as may be expressly provided for in this Lease.

1.3 Parking Areas. Tenant may lease parking spaces on a monthly basis subject to those terms and conditions set forth in Addendum 1, attached hereto and incorporated herein.

1.4 Area of Premises. Within thirty (30) days after the Effective Date, Landlord shall measure the Premises. If the square footage differs from that set forth in Section 1.1, then Landlord and Tenant will promptly enter into an amendment to this Lease, in form and substance mutually and reasonably agreed upon by Landlord and Tenant, to memorialize any such change in the rentable square feet of the Premises as disclosed by such measurement, and accordingly, such changes and modifications to this Lease as may be required including, but not limited to, Section 1.1, Article 3, Article 7, Article 11, Exhibit A, Addendum 1, Addendum 2, Addendum 3, and Addendum 4.

ARTICLE 2 – TERM

2.1 Lease Term. The terms and provisions of this Lease shall be effective as of the Effective Date. Landlord shall deliver the Premises to Tenant on the Delivery Date (the "**Delivery Date**"), which shall be

the date on which Landlord delivers the Premises to Tenant with any Landlord's Work (as defined below) required to be performed by Landlord under this Lease Substantially Completed (as such term is defined in Article 8 below) as is further provided in the Work Agreement (defined in Section 7.1). Notwithstanding anything in the foregoing, the Delivery Date shall not occur until Landlord delivers the Premises to Tenant as required by this Section 2.1.

The term of this Lease (the "**Lease Term**") shall be for 60 months, commencing on the later to occur of (i) the Delivery Date or (ii) the issuance of a certificate of final certificate of occupancy or its equivalent for the Premises from the applicable Governmental Authority) (the "**Lease Commencement Date**") and ending at 11:59 pm on the last day of the 60th month after the Lease Commencement Date (the "**Lease Expiration Date**"), unless this Lease is sooner terminated or extended pursuant to any provision hereof.

Within thirty (30) days after the Lease Commencement Date, the parties shall execute a written memorial of such date in the form attached as Exhibit C, provided that a failure to do so shall not be a default under this Lease by either Party.

2.2 Extended Term. Tenant shall have Three (3) option(s), (an "**Extension Option**") to extend the Lease Term beyond the original Lease Expiration Date for consecutive periods of Five(5) years each (each an "**Extended Term**"). Each Extension Option must be exercised, if at all, no later than One Hundred and Twenty (120) calendar days prior to the last day of the then current Lease Term (or Extended Term) by written notice to Landlord. Rent for each Extended Term shall be the amount specified in Addendum 2, attached hereto and incorporated herein by this reference. All other terms and conditions of this Lease shall remain in full force and effect during the Extended Term(s). For all purposes under this Lease, all references to the Lease Term shall include any and all Extended Terms.

2.3 RIGHT OF FIRST REFUSAL. Provided this Lease is in full force and effect and has not otherwise expired or been terminated in accordance with the terms hereof, and further provided that Tenant is not then in default beyond any applicable notice and cure period provided for hereunder, Tenant shall have an ongoing right of first refusal (the "Right of First Refusal") to lease any available space in the Building, located at 489 W. 10th Street, Bloomington, IN, which is offered by Landlord for lease to third party tenants after the date of this Lease and prior to the expiration or sooner termination of the Term of this Lease (as such term may be extended as provided herein) (the "Additional Space") in accordance with the provisions set forth below. If Landlord receives a bona fide offer (the "Offer") from a third party to lease the Additional Space, and the Offer is acceptable to Lessor, Lessor shall, prior to acceptance of the Offer, provide Tenant with the terms of the Offer in writing (the "Offer Notice"). Tenant shall respond to Landlord in writing within thirty (30) calendar days after Tenant's receipt of the Offer Notice as to Tenant's decision either to lease the Additional Space or to waive its rights hereunder. Tenant's failure to notify Landlord within such time shall be deemed an immediate waiver of Lessee's rights to lease such Additional Space. If Tenant timely notifies Landlord that it desires to lease the Additional Space covered by the Offer Notice, Tenant shall thereupon lease the Additional Space to Lessee (and Lessee shall accept such Additional Space) for the remainder of the Term of this Lease and any renewal options available to Tenant (as such term may be extended as provided herein) upon the same terms and conditions as contained in this Lease. If Tenant properly exercises its right to lease the Additional Space, the parties shall promptly thereafter execute an amendment to the Lease to include the Additional Space. If Tenant fails to timely and properly notify Landlord that Tenant desires to lease the Additional Space which is the subject of an Offer Notice, Landlord may lease such Additional Space to the third party identified in the Offer Notice and on substantially the same terms as set forth in the Offer Notice. Thereafter, Landlord may not lease such Additional Space to a third party without first offering such Additional Space to Tenant in accordance with the terms of this Article 2.3.

ARTICLE 3 - RENT

Except as otherwise provided in Addendum 3, attached hereto and incorporated herein by this reference, Tenant shall pay to Landlord as "**Monthly Rent**" for the Premises the sum of Six Thousand Four Hundred Twenty Six Dollars and 75/100 Cents (\$6,426.75) payable in advance on or before the first day of each month, beginning on TBD (the "**Rent Commencement Date**"). If the Rent Commencement Date is other than the first day of a calendar month, then the Rent (as defined below) for that month shall be prorated on a daily basis, based on a thirty (30) day month. For all purposes under this Lease, "**Rent**" shall mean any and all sums that may become due and payable from Tenant under this Lease including, without limitation, Monthly Rent and Operating Expenses (as defined below). Rent shall be payable to Landlord at the address specified in Article 6 or at such other address as Landlord may from time to time designate in writing.

ARTICLE 4 - EARLY TERMINATION

Reserved.

ARTICLE 5 - PROPERTY TAX EXEMPTION

Landlord will cooperate with Tenant and do all acts reasonably necessary and appropriate to secure and maintain the property tax exemption of the Premises pursuant to Article XIII, Section 3 of the California Constitution.

ARTICLE 6 - NOTICES

All notices, statutory notices, demands, statements or communications given or required to be given by either party to the other hereunder shall be in writing, and shall be (i) sent by United States certified or registered mail, postage prepaid, return receipt requested, or (ii) sent by recognized overnight delivery service (such as, but not limited to, Federal Express, DHL or UPS) with tracking capability, or (iii) delivered personally (including by overnight courier) with executed acknowledgment, or (iv) by electronic mail but only if a copy of such notice is also sent by one of the means specified in (i) through (iii) above within one (1) Business Day of the email transmittal, in each case addressed as follows: (a) to Tenant at the appropriate address set forth below, or to such other place as Tenant may from time to time designate in a notice to Landlord; or (b) to Landlord at the addresses set forth below, or to such other firm or to such other place as Landlord may from time to time designate in a notice to Tenant.

Any notice will be deemed given (w) five (5) Business Days following the date of deposit with the United States Mail, (x) on the first Business Day following the date of deposit with a recognized overnight delivery service (delivery charges prepaid or billed to sender) for next Business Day delivery, (y) on the date personal delivery is made, if given by personal delivery, and with executed acknowledgment, or (z) on the date of delivery in the case of email, provided that such delivery is confirmed as received by the recipient (i.e., no error report is received by the sender), and if delivery occurs after 5:00 p.m. in the time zone of the recipient or on a non-Business Day, then such notice shall be deemed given on the first Business Day following the date of transmission.

To Landlord:

The Redevelopment Commission of Bloomington, Indiana
% City of Bloomington Legal Department
401 N. Morton Street, Suite 220
Bloomington, IN 47403
legal@bloomington.in.gov

and a copy to:

ESD Director
City of Bloomington
401 N. Morton Street, Suite 150
Bloomington, IN 47403

To Tenant: The Regents of the University of California
c/o Manuel Leanos (Lease Administrator)
1 Cyclotron Road
Berkeley, CA 94720
MJLeanos@lbl.gov

Rent payments shall be sent to (need not be sent by certified mail):

Bloomington Redevelopment Commission
P.O. Box 100
Bloomington, IN 47402

ARTICLE 7 - TENANT IMPROVEMENTS

7.1 **Tenant Improvements.** Prior to the Lease Commencement Date, Landlord shall construct all Landlord'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 Landlord in accordance with plans and specifications approved by Tenant and Landlord (the "**Plans and Specifications**") and in accordance with the terms and conditions set forth in Addendum 4 (the "**Work Agreement**"), attached hereto and incorporated herein. Landlord shall commence and diligently pursue Substantial Completion of the Tenant Improvements in accordance with the timelines provided for in the Work Agreement.

7.2 **Cost of Tenant Improvements.** Landlord shall provide to Tenant a tenant improvement allowance of Fifty Five dollars (\$55.00) per rentable square foot for a total of Two Hundred Twenty Three Thousand Two Hundred Forty Five Dollars (\$223,245.00) (the "**Tenant Improvement Allowance**") to be applied towards the actual costs incurred by Landlord for the Tenant Improvements. Landlord shall obtain Tenant's prior written approval of Landlord's budget for completion of Tenant Improvements (the "**Budget**"). Tenant shall have the option to either amortize the tenant improvement cost over the base term of the lease OR paid as lump sum payment by Tenant to Landlord within 60 days of acceptance of the space. 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**")

7.2.1 **Tenant Improvements Cost Cap and Rent Credit.** Tenant Improvement cost shall not to exceed \$550,000.00, and all Construction Costs charged to the Tenant must be supported by a professional construction cost estimate to be performed, and or provided by the University ("**Cost Cap**"). 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

7.2.2. Tenant's Prior Approval of Budget and Changes. The proposed cost of the Tenant Improvements ("**Budget**") must be approved by the Tenant. The proposed cost of the Tenant Improvements shall not be increased, or deemed to be increased, without written prior approval from Tenant. 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.

7.3 Tenant Improvement Warranties. Landlord warrants to Tenant that all materials and equipment furnished by Landlord in connection with any Landlord'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 Landlord'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 Landlord'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, Landlord 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 Landlord'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 Landlord's contractor(s). Thereafter, Landlord 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 Landlord's Work caused by a nonconformance with the Plans and Specifications.

7.4 Tenant's Access During Construction. Tenant and its agents and contractors, as well as Tenant's Certified Building Official, shall have access to the Premises during the construction of any of Landlord'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 Landlord's construction activities shall reasonably cooperate with Landlord's contractor and use commercially reasonable efforts not to cause any delay or interference in the performance of Landlord's Work.

ARTICLE 8 - NOTICE OF COMPLETION

Landlord shall Substantially Complete construction of the Tenant Improvements within 180 days after the Plans and Specifications have been approved by Landlord and Tenant, subject to extension for any delay resulting from causes specified in subsections a and b of Article 9. Landlord shall, at least Thirty (30) days prior to Substantial Completion of the Tenant Improvements, give written notice to Tenant of Landlord's reasonable estimate of the date of Substantial Completion and shall, immediately upon completion of the Tenant Improvements, give written notice to Tenant of such completion. Tenant may, beginning Thirty (30) days prior to the estimated completion date provided by Landlord, enter the Premises for the purpose of installing furniture, fixtures, and equipment and mobilizing its relocation team. Within Ten(10) days after Landlord has notified Tenant that the Tenant Improvements have been completed, and following the joint walk-through inspection provided for in the Work Agreement, Tenant shall deliver to Landlord the Punch List provided for in Section 6 of the Work Agreement and Landlord shall immediately commence to reasonably complete or to correct such items and diligently prosecute the same to completion. Unless otherwise agreed to by Landlord and Tenant, Tenant shall not be required to accept delivery of the Premises until such items have been completed or corrected, as applicable.

For all purposes under this Lease, (i) “**Substantial Completion,**” “**Substantially Complete**” and words of similar import shall mean when (A) Landlord’s Work has been substantially completed in accordance with the Plans and Specifications; (B) if applicable, all Governmental Authorities have issued a final permit sign-off, approval to occupy, or its equivalent; and (C) there is no incomplete or defective work that materially interferes with Tenant’s use of the Premises; and (ii) “**Governmental Authority(ies)**” means any federal, state, county, city or local governmental or quasi-governmental authority, entity or body, and any departments, commissions, boards, bureaus and offices thereof having or claiming jurisdiction over the Premises, Building or the Real Property or any portion thereof.

ARTICLE 9 - TIME LIMIT AND PRIOR TENANCY

On the Lease Commencement Date, Landlord shall deliver possession of the Premises to Tenant in the condition required by Article 10, with construction completed as required in Addendum 4. No Rent shall accrue under this Lease, nor shall Tenant have any obligation to perform the covenants or observe the conditions herein contained until the Premises have been so delivered. Should Landlord fail to deliver possession of the Premises to Tenant as required herein on or before March 1, 2025, (the “**Final Completion Date**”), in addition to the foregoing remedy and any other remedies to which Tenant is entitled, Tenant shall be entitled to terminate this Lease by providing Landlord written notice of its election to do so within thirty (30) days after the Final Completion Date, which termination shall be effective sixty(60) days after Landlord's receipt of such notice, unless Landlord delivers possession of the Premises to Tenant as required herein within such sixty (60) day period. If Landlord's ability to deliver possession by the date as set forth in this Article 9 is delayed as a result of any of the following causes, then the date for delivery shall be postponed without penalty to Landlord for a period of time equivalent to the period caused by such delay:

- a. a Tenant’s Delay, as defined in Addendum 4; or
- b. Force Majeure events, as defined in Section 32.6 below (but only to the extent that such event is not attributable to Landlord or its agents or employees).

It shall be Landlord's responsibility to remove all occupants from the Premises, and all signage of prior tenant therefrom, prior to the Lease Commencement Date, at Landlord’s sole cost.

ARTICLE 10 - USE

10.1 Use and Access. Tenant shall use the Premises for Office and incidental uses related thereto (the “**Permitted Use**”). Tenant may alter said Permitted Use to any lawful purpose, upon the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant shall have unrestricted and full use of and access to the Premises, loading and receiving areas that are part of Common Areas, and such portions of the Common Areas that are reasonably necessary to access all areas comprising the Premises twenty-four (24) hours a day, seven (7) days a week, every day of the year.

10.2 Compliance With Laws. Landlord represents and warrants to Tenant that, to the best of Landlord's knowledge, the construction (including all Landlord-constructed Tenant Improvements), the current and proposed uses, and the operation of the Building are in full compliance with all Applicable Laws (as defined below) including, without limitation, applicable building and seismic codes, environmental, zoning and land use laws, and the Americans with Disabilities Act. The term “**Applicable Law**” or “**Applicable Laws**” shall include all restrictions and covenants of record; all applicable federal, state and local statutes, regulations, rules, ordinances; and all other applicable governmental or court orders and requirements. Landlord, at Landlord’s sole cost and expense (not to be included in Operating Expenses), shall promptly make all repairs, replacements, alterations, or improvements to the Real

Property and Building needed to comply with Applicable Laws; provided, however, that Tenant shall be responsible for repairs, replacements, alterations, and improvements to the Premises to the extent required by Tenant's particular use of the Premises. However, Tenant shall not be required to make changes to the Premises to comply with Applicable Law to the extent those changes are necessary for office uses generally (as opposed to Tenant's particular use of the Premises) and to the extent of changes made necessary due to conditions existing in the Building or the Premises on or before the Delivery Date. Tenant's Rent shall be abated while Tenant's use and enjoyment of the Premises is disrupted by any work required to be performed by Landlord under this Section 10.2.

10.3 Hazardous Materials. Tenant shall have no liability or responsibility for the existence of any Hazardous Materials in, on, under, above, or about the Premises (a) prior to Tenant's occupancy of the Premises; (b) that results from Landlord's acts or omissions during the term of this Lease; or (c) that occurs on any portion of Landlord's Real Property not occupied by Tenant, unless directly released by Tenant, its agents, employees, or invitees, during the Term of this Lease. Landlord specifically warrants that, as of the Effective Date, there are no known areas in, on, or about the Building where Hazardous Materials have been used, stored, deposited, or released, and Landlord has disclosed to Tenant all assessments, studies, and investigations in Landlord's possession or control relating to the environmental condition of the Real Property. On the Delivery Date, Landlord shall have removed any and all Hazardous Materials in violation of Applicable Laws or that would interfere with Tenant's construction activities from the Premises. Landlord shall not use, or permit the use of, Hazardous Materials on, about, under or in the Real Property, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Applicable Laws. For purposes of this Lease, the term "**Hazardous Material**" or "**Hazardous Materials**" means asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by-products (including crude oil or any fraction thereof), and any pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or a contaminant in, or the use, manufacture, generation, storage, treatment, transportation, release or disposal of which is regulated by, any Applicable Laws.

10.4 Signage. Tenant may not install signage on or about said Premises, except upon Landlord's prior written consent, which consent may not be unreasonably conditioned, delayed or withheld. Any approved signage shall comply with all local laws, rules, and regulations. All approvals shall be memorialized in writing and attached to this Agreement.

ARTICLE 11 - OPERATING EXPENSES

11.1 Definitions. For the purposes of this Article, the following definitions shall apply:

a. Tenant's Percentage: The portion of the Building occupied by Tenant pursuant to this Lease, which percentage is set forth in Section 1.1.

b. Operating Expenses: Those expenses reasonably incurred by Landlord with respect to the maintenance and operation (excluding capital expenses which shall be at Landlord's sole cost) of the Building and that may be passed through to Tenant in accordance with the provisions of this Section 11.1, including utilities, janitorial services, supplies, management fees, and compensation (including employment taxes and fringe benefits) of persons for duties performed in connection with the maintenance and operation of the Building. Provided either party secures the tax exemption of the Premises (as described in Article 5), real property taxes are excluded for purposes of calculating Operating Expenses.

c. Exclusions: Subject to the items expressly allowed by Section 11.1(d) above, none of the following items shall be included in Operating Expenses:

(i) any expenses which under generally accepted accounting principles and sound management practices consistently applied would not be considered a normal maintenance or operating expense;

(ii) all costs associated with the operation of the business of the ownership or entity which constitutes "Landlord", as distinguished from the costs of Building operations, including, but not limited to, costs of partnership, accounting and legal matters, costs of selling, syndicating, financing, mortgaging, or hypothecating any of the Landlord's interest in the Building and/or Common Areas, and interest on debt or amortization payments on any mortgages or deeds of trust or any other debt service or instrument encumbering the Building or Real Property, and depreciation of the Building;

(iii) costs (including costs of settlement judgments and payments in lieu thereof) arising from claims, disputes or potential disputes in connection with potential or actual claims, litigation or arbitration pertaining to Landlord's ownership of the Building, including without limitation, costs, disbursements and other expenses incurred in connection with disputes with Tenant or any other tenant or prospective tenants, or other occupants, or associated with the enforcement of any leases, disputes between Landlord and its employees, disputes of Landlord with Building management, costs of defending any lawsuits with any mortgagee (except as the actions of Tenant may be in issue), or the defense of Landlord's title to or interest in the Building or any part thereof or Common Areas or any part thereof;

(iv) costs incurred by Landlord in connection with the original construction of the Building, the Common Areas, and related facilities, or with any major changes to same, including but not limited to additions or deletions of floors, renovations of the Common Areas, upgrades of major Building or Real Property systems, and the like, and the correction of defects in construction, any improvement installed or work performed, or the cost of Landlord's negligence, including without limitation, the selection of building materials, and any other cost or expense incurred by Landlord in order to comply with the requirements for obtaining or renewal of a certificate of occupancy for the Building or any space therein;

(v) costs of any "tap fees" or any sewer or water connection fees of the Building or Common Areas;

(vi) leasing commissions, attorneys' fees, costs, disbursements and other expenses of any kind or nature in connection with the leasing of space in the Building incurred in connection with negotiations with tenants or prospective tenants, and the preparation of letters, deal memos, letters of intent, leases, subleases and/or assignments, space planning costs, and other costs and expenses (including "takeover" expenses incurred by Landlord with respect to space located in another building) incurred in connection with lease, sublease and/or assignment transactions with present or prospective tenants or other occupants of the Building;

(vii) all costs (including permit, license and inspection fees) incurred in the discharge of Landlord's obligations any other tenant or occupant of the Building or the Common Areas, or any cash or other consideration paid by Landlord on account of, with respect to, or in lieu of any such tenant improvement work or alterations;

(viii) costs of a capital nature, including, but not limited to, costs incurred by Landlord for alterations or additions, which are considered capital improvements, and replacements, or other capital improvements, capital repairs, capital equipment and the cost of replacement thereof, as well as payments

and other related expenses incurred in leasing capital equipment such as air conditioning systems, elevators or other comparable equipment (except equipment which is used in providing janitorial services and which is not affixed to the Building), and any reserves for any such capital equipment or capital replacement, all as determined in accordance with generally accepted accounting principles and sound management practices consistently applied except those costs associated with Section 11.1(d)(xiii);

(ix) any costs of items, services or other benefits which are sold or provided to Tenant or other tenants or other occupants of the Building for which Tenant or other tenants or occupants reimburse Landlord as an additional charge or rental over and above the basic rent (and escalations thereof), or pay to third parties, or which are either not offered to Tenant or which Landlord provides selectively to one or more tenants or occupants of the Building (other than Tenant) without reimbursement, or which do not benefit Tenant;

(x) costs incurred due to violation by Landlord or Managing Agent or any tenant of the terms and conditions of any lease;

(xi) all administrative and other costs related to the Building's leasing, marketing, and construction (tenant improvement or otherwise) programs, including, but not limited to, the reasonable allocation of the wages, salaries, employee benefits and taxes for all personnel involved in the management and operations of the Building and/or in the Building's leasing, marketing, and/or construction programs, and the reasonable allocation of the Building management office expenses such as office supplies, office equipment, telephone expenses, and all other miscellaneous administrative expenses;

(xii) costs of repair or replacement for any item covered by a warranty;

(xiii) costs of compliance with any fire, safety or other governmental rules, regulations, laws, statutes, ordinances or requirements imposed by any Governmental Authority or insurance company with respect to the Building or Common Areas during the Term of the Lease;

(xiv) rental payments and any related costs pursuant to any ground lease of land underlying all or any portion of the Building and Common Areas;

(xv) any costs or fees that are unreasonable in view of the goods or services obtained for such costs or fees, but only to the extent that such costs exceed what is reasonable;

(xvi) any costs, fees, dues, contributions or similar expenses for political, charitable, industry association or similar organizations;

(xvii) any bad debt loss, rent loss, or reserves for bad debt or rent loss;

(xviii) any costs incurred in connection with the ground floor or any other floor in the Building devoted to retail operations;

(xix) all assessments and special assessments due to deed restrictions, declarations and/or owners associations which accrue against the Building and Common Areas;

(xx) acquisition costs for sculptures, paintings, or other objects of art whether or not installed in, on, or upon the Building;

(xxi) any fines, costs, penalties or interest resulting from the negligence or willful misconduct of the Landlord, its agents, employees, or contractors; and

(xxii) The assessment or billing of operating expenses that results in Landlord being reimbursed more than one hundred percent (100%) of the total expenses for the calendar year in question.

(xii) Landlord's or Landlord's Managing Agent's general corporate overhead and general administrative expenses, including without limitation any rental and any associated costs, either actual or not, for the Landlord's or Landlord's Managing Agent's management or leasing office, and any costs associated with the purchase or rental of furniture and office equipment for the Landlord's or the Managing Agent's management, security, engineering, or other offices associated with the Building and Common Areas;

(xiii) wages, salaries and other compensation paid to any executive employee of Landlord or Landlord's Managing Agent above the grade of Building Manager;

(xiv) any cost or expense related to removal, cleaning, abatement or remediation of Hazardous Materials in or about the Building, Common Areas or the Real Property, including without limitation, Hazardous Materials in the ground water or soil, provided that Tenant shall pay for the removal, clean-up or remediation of Hazardous Materials to the extent directly released by Tenant;

(xix) the cost of repairs or other work incurred by reason of fire, windstorm or other casualty (except that commercially reasonable deductibles paid pursuant to any insurance shall be included as Operating Expenses) or by the exercise of the right of eminent domain to the extent that Landlord is compensated therefor through proceeds of insurance (or would have been so reimbursed if Landlord had in force all of the insurance required to be carried by Landlord under the provisions of this Lease) or condemnation awards, or Landlord is reimbursed by any tenant's insurance carrier or by any other entity;

(xxxiv) entertainment, dining, or travel expenses for Landlord's employees;

(xxxv) flowers or flower services, balloons, or similar gift items provided to any entity, including Tenant, other tenants, employees, vendors, contractors, prospective tenants, and agents.

11.2 Operating Expenses. This is a "net lease." Tenant shall pay on a monthly basis, beginning on the Rent Commencement Date and throughout the Lease Term, Tenant's Percentage of the estimated cost of Operating Expenses and any amortized Tenant's Expenses as set forth in the Work Agreement attached to this Lease as Addendum 4 ("**Operating Expenses**").

11.3 Payment of Operating Expenses. In December of each calendar year, or as soon thereafter as practicable, Landlord shall give Tenant notice of its estimate of Operating Expenses due for the next ensuing calendar year. On or before the first day of each month during such next ensuing calendar year, Tenant shall pay to Landlord in advance, in addition to Monthly Rent, one-twelfth (1/12th) of such estimated Operating Expenses which shall be approved by the Tenant. In the event such notice is given after December 31st of any year during the Term, (i) Tenant shall continue to pay Operating Expenses on the basis of the prior calendar year's estimate until the month after such notice is given, (ii) subsequent payments by Tenant shall be based on the estimate of Operating Expenses set forth in Landlord's notice and approved by the Tenant, and (iii) with the first monthly payment of Operating Expenses based on the estimate set forth in Landlord's notice, Tenant shall also pay the difference, if any, between the amount previously paid for such calendar year and the amount which Tenant would have paid through the month in which such notice is given, based on Landlord's noticed estimate or, in the alternative, if such amount

previously paid by Tenant for such calendar year through the month in which such notice is given exceeds the amount which Tenant would have paid through such month based on Landlord's noticed estimate, Landlord shall credit such excess amount against the next monthly payments of Operating Expenses due from Tenant. Following the first full year of the occupancy, the lease will be amended to reflect the actual cost of the operating expenses to set a baseline with a limit on the amount of increase on an annual basis for funding purposes. Landlord may, by notice to Tenant, revise its estimate for future calendar years, and such calendar year shall be based upon such revised estimate.

11.4 Operating Expenses Statement and Adjustment. As soon as possible after the close of each calendar year, but in no event later than ninety (90) days thereafter, Landlord shall deliver to Tenant a statement of the actual Operating Expenses for such calendar year, accompanied by a statement prepared by Landlord showing in reasonable detail the Operating Expenses comprising the actual Operating Expenses (the "**Statement**"). If the Statement shows that Tenant owes an amount less than the payments previously made by Tenant for such calendar year, Landlord shall credit the difference first against any sums then owed by Tenant to Landlord and then against the next payment or payments of Rent due Landlord, except that if a credit amount is due Tenant after termination of this Lease, Landlord shall pay to Tenant any excess remaining after Landlord credits such amount against any sums owed by Tenant to Landlord. If the Statement shows that Tenant owes an amount more than the payments previously made by Tenant for such calendar year, Tenant shall pay the difference to Landlord within thirty (30) days after delivery of the Statement.

11.5 Audit Right. Tenant shall have the right, at its own cost and expense, to audit or inspect Landlord's detailed records each year with respect to Operating Expenses, as well as all other Operating Expenses payable by Tenant pursuant to this Lease. Landlord shall utilize, and cause to be utilized, accounting records and procedures conforming to generally accepted accounting principles consistently applied with respect to all of the Operating Expenses. Pursuant to the foregoing, Landlord shall be obligated to keep such records as set out in Indiana Law or at minimum for all lease years associated with this Lease until two (2) years following the expiration or earlier termination of this Lease. Tenant shall give Landlord not less than ten (10) Business Days prior written notice of its intention to conduct any such audit. Landlord shall cooperate with Tenant during the course of such audit, which shall be conducted during normal business hours in Landlord's Building management office. Landlord agrees to make such personnel available to Tenant as is reasonably necessary for Tenant, Tenant's employees and agents, to conduct such audit, but in no event shall such audit last more than five (5) Business Days in duration for each lease year audited. Landlord shall make such records available to Tenant, Tenant's employees and agents, for inspection during normal business hours. Tenant, Tenant's employees and agents, shall be entitled to make photocopies of such records, provided Tenant bears the actual cost of such copying. If such audit discloses that the amount paid by Tenant has been overstated by more than three percent (3%), then, in addition to immediately repaying such overpayment to Tenant, Landlord shall also pay the costs incurred by Tenant in connection with such audit.

11.6 Proration for Partial Year. Operating Expenses that cover a period of time not within the Lease Term shall be prorated on a daily basis and only the portion of Operating Expenses incurred during the Lease Term shall be assessed against Tenant.

ARTICLE 12 - SERVICES, UTILITIES

Services and utilities shall be furnished or obtained and the cost shall be paid by Tenant as outlined in Exhibit D, attached hereto and incorporated herein. In the event of failure by Landlord to furnish, in a satisfactory manner, any of the services and utilities to the Premises for which Landlord is responsible, Tenant may furnish or obtain the same if Landlord has not undertaken to correct such failure within five

(5) days after written notice, and, in addition to any other remedy Tenant may have, may deduct the amount thereof, including Tenant's service costs, from Rent. In addition to the foregoing and to any other remedies to which Tenant is entitled under this Lease or by Applicable Law, if such disruption in services or utilities extends for a period longer than 3 consecutive days, Tenant's obligation to pay Rent shall be abated with respect to the untenable portion of the Premises that Tenant has ceased using for the period beginning on the 4th consecutive day and ending on the date on which the services or utilities in question are substantially restored.

ARTICLE 13 - RESERVED

ARTICLE 14 - INSURANCE REQUIREMENTS

14.1. Tenant's Insurance. Tenant, at its sole cost and expense, shall insure its activities in connection with this Lease and obtain, keep in force and maintain insurance as follows:

- a. General Liability Self-Insurance Program (contractual liability included) with minimum limits as follows:
 1. Each Occurrence \$ 2,000,000
 2. General Aggregate \$ 4,000,000
- b. Business Automobile Liability Self-Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than One Million dollars (\$1,000,000) per occurrence.
- c. Property, Fire and Extended Coverage Self-Insurance Program in an amount sufficient to reimburse Tenant for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including leasehold improvements owned by Tenant hereinafter constructed or installed.
- d. Workers' Compensation as required by Indiana law.

The coverages referred to under a. and b. of this Section 14.1 shall include Landlord as an additional covered party. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Tenant, its officers, agents and employees. Tenant shall furnish Landlord with certificates of insurance evidencing compliance with all requirements. Tenant's certificate is also available at <http://www.ucop.edu/risk-services/risk-financing-claims/certificates-of-insurance.html>.

The coverages required herein shall not limit the liability of Tenant.

14.2. Landlord's Insurance. Landlord, at its sole cost and expense, shall insure its activities in connection with this Lease and obtain, keep in force and maintain insurance as follows:

- a. Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:
 1. Each Occurrence \$2,000,000
 2. General Aggregate \$ 4,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Lease. The insurance shall have a retroactive date of placement prior to or coinciding with the Lease Commencement Date.

- b. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.
- c. Property, Fire and Extended Coverage Insurance in an amount equal to one hundred percent (100%) of the full replacement value of the Building to conform with then current codes and the costs of demolition and debris removal, excluding land and the footings, foundations and installations below the basement level.
- d. Workers' Compensation as required by Indiana law.

The coverages referred to under a. and b. of this Section 14.2 shall include Tenant as an additional insured. Such a provision shall apply only in proportion to and to the extent of the negligent acts or omissions of Landlord, its officers, partners, agents, and employees. Landlord, upon the execution of this Lease, shall furnish Tenant with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for advance written notice to Tenant, in accordance with policy provisions, of any material modification, change or cancellation of any of the above insurance coverages.

The coverages required herein shall not limit the liability of Landlord.

ARTICLE 15 - WAIVERS OF SUBROGATION

Landlord and Tenant each hereby waives any right of recovery against the other due to loss of or damage to the property of either Landlord or Tenant when such loss of or damage to property arises out of the acts of God or any of the property perils whether or not such perils have been insured, self-insured or non-insured.

ARTICLE 16 - REPAIR AND MAINTENANCE

16.1 Landlord and Tenant Obligations. Tenant shall maintain, keep clean, and take good care of the Premises, shall commit no waste therein or damage thereto and shall return the Premises, on the expiration or termination of the Term, in as good a condition as the Premises was in at the beginning of Tenant's occupancy, excepting ordinary wear and tear, casualty, and any damage not caused by Tenant. Tenant shall be responsible for cleaning, leaf removal, and snow and ice removal in and around the immediate entrance to the Premises. Landlord shall be responsible for snow and ice removal and for any landscaping and mowing on the sidewalks and common areas around the Premises.

Landlord agrees, to repair and maintain the exterior structure and common areas of the Premises, and all building systems, including the roof, foundation, structural walls, exterior doors, water, sewer, electric and gas lines to the point where they enter the Premises, and the HVAC system. Tenant shall be fully liable for all damage caused by Tenant, its employees or invitees in excess of ordinary wear and tear. Tenant shall repair, clean, and maintain the interior of the Premises in good order and repair including, without limitation replacing light bulbs and lighting, interior walls and wall coverings, floors and floor coverings, interior partition walls, interior doors, water, sewer, electric, and gas lines from the point where they enter the Premises. Tenant shall not be required to make repairs for damages (1) covered by warranty of a Landlord contractor, (2) caused by the Landlord, or (3) caused by another tenant or property owner of the building

except those repairs necessitated by negligence or mis-use by Tenant or Tenant's employees, agents or invitees.

Tenant shall return the Premises to Landlord in as good a condition as the Premises was in at the beginning of Tenant's occupancy, broom clean with normal wear and tear.

16.2 Failure of Landlord to Repair or Maintain. If Landlord fails to maintain the Premises, including, but not limited to, fails to replace or repair as necessary any defective or malfunctioning building systems or components referenced in Section 16.1 and Exhibit E, within a reasonable time after written notice from Tenant, Tenant may, without resulting in a waiver of any other right or remedy under this Lease or at law, perform such maintenance, repair or replacement of such defective or malfunctioning systems or components at Tenant's expense and deduct the reasonable cost thereof from the Rent due hereunder.

ARTICLE 17 - ALTERATIONS, MECHANICS' LIENS

17.1 Alterations. No alterations or improvements costing in excess of Two Thousand Dollars (\$2,000) or that adversely affect the Building systems, adversely affect the structural integrity of the Building, adversely affect the fire/life safety systems and exiting within the Premises, or adversely affect the exterior envelope of the Building shall be made to the Premises by Tenant or at Tenant's request without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Landlord agrees to provide its written approval (or disapproval, with reasons for such disapproval) of Tenant's proposed alterations or improvements with ten (10) Business Days of receipt of Tenant's request therefor, and within five (5) Business Days of receipt of Tenant's revised plans for such alteration or improvement given in response to Landlord's reasons for disapproval, if any. If Landlord fails to respond to any request for consent or approval within either ten (10) Business Days following written receipt of the request for consent as applies to initial submissions by Tenant and five (5) Business Days following receipt of the request for consent as applied to submission of any revised plans therefor, Landlord's failure to respond within such time period shall be deemed to be a denial by Landlord of such alteration or improvement as requested by Tenant.

17.2 Condition at Termination. Tenant may remove any fixtures, machinery and equipment installed in the Premises by Tenant or at Tenant's request upon the expiration or earlier termination of this Lease, and if Tenant repairs any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Lease, Tenant shall vacate and surrender possession of the Premises to Landlord broom clean, in as good order, condition and repair as at the Commencement Date, except for ordinary wear and tear, damage by fire or other casualty, and improvements that have been made to the Premises (except as otherwise provided for below). Tenant shall remove from the Premises and the Building any Specialty Alterations that are identified by Landlord as required to be removed at the time of Landlord's approval of the installation thereof. For purposes of this Lease, the term "**Specialty Alterations**" shall mean the following non-standard alterations: executive bathrooms, raised computer floors, vaults, internal staircases, dumbwaiters, pneumatic tubes, or rooftop equipment or installations.

17.3 Mechanic's Liens. Each party shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by such party.

ARTICLE 18 - ASSIGNMENT AND SUBLETTING

18.1 Tenant's Right to Assign. Tenant may at any time assign its interest in this Lease to the Department of Energy or any successor agency of the United States Government ("DOE"), or to any such contractor as DOE, or its successor agency, may designate to perform Tenant's obligations under Prime Contract No. DE—ACO2-05CH11231.

18.2 Landlord's Right to Assign. Landlord may transfer Landlord's rights under this Lease as long as Landlord's successor assumes in writing all of Landlord's obligations under this Lease and evidence of such assumption is delivered to Tenant. Landlord shall promptly provide notice to Tenant of any such transfer in accordance with this Lease. After the effective date of such a transfer and notice thereof to Tenant, Tenant may look solely to Landlord's successor in interest for performance of Landlord's obligations thereafter accruing. Tenant shall be under no obligation to pay Rent or provide notice to such successor until after Tenant has received written notice of such transfer.

ARTICLE 19 - ENTRY BY LANDLORD

Tenant shall permit Landlord and Landlord's agents to enter the Premises to perform Landlord's obligations hereunder, with reasonable advance written notice of at least forty-eight (48) hours (except in the case of emergency), provided such entry is made in a reasonable manner and in compliance with Tenant's security requirements, and does not unreasonably interfere with the conduct of Tenant's business. Landlord shall schedule entries into the Premises under this Article 19 with Tenant (except in the case of an emergency) so that Tenant, at Tenant's option, may provide a representative to escort Landlord or its agents, representatives, contractors or guests while the same are in the Premises. Even in an emergency situation, Landlord shall use commercially reasonable efforts to minimize any disruption to Tenant's business operations.

ARTICLE 20 - DESTRUCTION

20.1 Total Destruction. If the Premises are totally destroyed by fire or other casualty, either party may terminate this Lease, effective as of the date of such destruction, by giving written notice to the other party. If Landlord elects not to terminate this Lease pursuant to this Section 20.1, then, within thirty (30) days after such destruction (if Tenant has not yet terminated this Lease), Landlord shall give written notice to Tenant of the number of days required to repair the Premises. Tenant's right to terminate under this Section 20.1 shall continue for an additional fifteen (15) days after Tenant's receipt of such notice.

20.2 Partial Destruction.

a. If such casualty shall render ten percent (10%) or less of the floor space, of the Premises unusable for the purpose intended, as determined by Tenant in its reasonable discretion, then Landlord shall restore the Premises as quickly as is reasonably possible, but in any event within ninety (90) days after such destruction.

b. If such casualty shall render more than ten percent (10%) of such floor space unusable, as determined by Tenant in its reasonable discretion, but not constitute total destruction, then Landlord shall give written notice to Tenant of the number of days required to repair the same. If Landlord has not given such notice within thirty (30) days after such destruction, or if such repairs will require more than one hundred eighty (180) days to complete, then Tenant may terminate this Lease by giving written notice to Landlord within thirty (30) days after such destruction.

20.3 Obligation to Repair. If neither party has terminated this Lease pursuant to Sections 20.1 or 20.2(b), then Landlord shall diligently prosecute the repair and restoration of the Premises and the Building, to substantially the same condition as they were in immediately before destruction or as close as possible thereto. If said repairs are not completed within the periods specified in Section 20.2(a) or in the notices required by Sections 20.1 and 20.2(b), as applicable, then Tenant shall have the option to terminate this Lease.

Tenant's obligation to pay Rent shall be equitably abated during the period (if any) during which Tenant is not able to use the Premises or an applicable portion thereof as a result of any such casualty, provided that, if Tenant continues to occupy the Premises though partially destroyed, Rent shall be abated during the period to the extent that the Premises are rendered unusable for Tenant's purposes, as determined by Tenant in its reasonable discretion.

20.4 Termination if Damage Occurs in Last Twelve Months of the Term. Notwithstanding the foregoing, if the casualty occurs during the last twelve (12) months of the Term of this Lease and if the estimated time period for repair exceeds sixty (60) days from the date of the casualty, then Tenant may serve notice on Landlord of its intention to terminate this Lease, and this Lease shall terminate on the date which is sixty (60) days after the date of Tenant's notice, as if such termination date were the Expiration Date, and any prepaid portion of Rent shall be abated as of such date of damage or destruction and shall be promptly refunded within forty-five (45) days by Landlord to Tenant.

ARTICLE 21 - PUBLIC WORKS LAWS

Landlord shall comply with all applicable Indiana public works statutes and local ordinances, including Bloomington's Non-Discrimination Ordinance (B.M.C. 2.21.020) and Living Wage Ordinance (B.M.C. 2.28).

ARTICLE 22 - SERVICE COMPANIES

Within thirty (30) days after occupancy of the Premises by Tenant, Landlord shall give Tenant written notice of the name, address and telephone number of Landlord's local representative or agency who is responsible for performing or fulfilling Landlord's responsibilities under this Lease as to repairs, maintenance, and servicing of the Premises and any or all related equipment, fixtures and appurtenances. If Landlord fails to provide such notice, Tenant may choose service companies as needed and without penalty from Landlord.

ARTICLE 23 - DEFAULT BY TENANT

23.1 Default. If any of the following events occur, each such event shall constitute a material breach of this Lease (each, an "**Event of Default**"):

- a. a default in the payment of Rent when such default continues for a period of thirty (30) days after Tenant's receipt of written notice from Landlord; or
- b. Tenant fails to perform its obligations or observe any other covenant or undertaking required of it under this Lease and such failure continues for a period of thirty (30) days after Tenant's receipt of written notice thereof from Landlord specifying such failure. If the nature of Tenant's obligation is such that more than sixty (60) days are required for performance, then Tenant shall not be in default if Tenant commences performance within such ten (10) day period and thereafter diligently prosecutes the same to completion; or
- c. Tenant is adjudicated bankrupt; or
- d. Tenant's lease interest is sold under execution of judgment.

23.2 Remedies.

(a) Landlord's Remedies Generally. Upon the occurrence and during the continuance of an Event of Default under this Lease, Landlord shall have the rights and remedies provided in this Lease or available at law or equity, including termination of this Lease.

(b) Right to Keep Lease in Effect.

(i) Continuation of Lease. Upon the occurrence of an Event of Default hereunder, Landlord may continue this Lease in full force and effect. Landlord shall have any remedy available to it under applicable Indiana law or as described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations). Landlord shall have the right to enforce by suit or otherwise, the covenants and conditions hereof to be performed or complied with by Tenant and exercise all of Landlord' rights, including the right to collect Rent, including any and all Operating Expenses, when and as such sums become due, in accordance with Applicable Law. If Tenant abandons the Premises in violation of this Lease, Landlord may (A) enter the Premises and relet the Premises, or any part thereof, to third Persons for Tenant's account without notice to Tenant, Tenant hereby waiving rights, if any, to any such notice under any Applicable Law, and (B) alter, install or modify the Improvements or any portion thereof.

(ii) No Termination. No act by Landlord allowed by this Section 23.2(b), nor any act of maintenance or preservation, nor any appointment of a receiver upon Landlord's initiative to protect its interest under this Lease, nor any withholding of consent to an assignment or termination of an assignment in accordance herewith, shall constitute a termination of this Lease, unless and until Landlord notifies Tenant in writing that Landlord elects to terminate this Lease.

(iii) Payment of Rent. Tenant shall pay to Landlord any Rent due under this Lease, if any, on the dates the Rent is due, less the rent Landlord has received from any reletting which exceeds all costs and expenses of Landlord reasonably incurred in connection with the Event of Default and the reletting of all or any portion of the Premises.

(c) Right to Terminate Lease. Upon the occurrence of an Event of Default hereunder, Landlord may terminate Tenant's right to possession of the Premises by any lawful means in which case this Lease and the Term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all sums allowed under Indiana law.

(d) Right to Cure. Landlord may, but shall not be obligated to, cure any such Event of Default, after notice to Tenant of its intent to do so, and after affording Tenant with the opportunity to cure such Event of Default, as provided in Section 23.1(b) above, without releasing Tenant from any obligations hereunder, in which event, Tenant shall promptly reimburse Landlord for sums reasonably incurred by Landlord in connection therewith.

23.3 No Consequential Damages. Notwithstanding the foregoing or anything to the contrary contained in this Lease, Tenant shall not be liable for any consequential, indirect, incidental, special, punitive, or exemplary damages, under any circumstances.

ARTICLE 24 - DEFAULT BY LANDLORD

24.1 Default. Landlord shall not be in default unless Landlord fails to perform its obligations or observe any other covenant or undertaking required of it under this Lease and such failure continues for a period of thirty(30) days after Landlord's receipt of written notice from Tenant specifying such failure. If the nature of Landlord's obligation is such that more than thirty(30) days are required for performance,

then Landlord shall not be in default if Landlord commences performance within such thirty(30) day period and thereafter diligently prosecutes the same to completion. Notwithstanding the forgoing, if Landlord has not cured the default within sixty (60) days after receipt of the notice of default from Tenant, Tenant may exercise any right or remedy pursuant to this Lease or available at law, even if Landlord is continuing performance. After notice of a default has been delivered by Tenant to Landlord, should Landlord commence performance to cure the default but thereafter fails to promptly cure the default as required herein, no other notice shall be required by Tenant to Landlord prior to Tenant exercising its rights and remedies pursuant to this Lease or at law. Tenant's obligation to provide written notice to Landlord of a default by Landlord is limited to those instances where knowledge of Landlord's default is within the actual knowledge of Tenant.

24.2 Remedies. All rights and remedies of the Tenant pursuant to this Lease and at law shall be cumulative and non-exclusive to one another. The pursuit of a right or remedy by Tenant shall not constitute a waiver or relinquishment of the right to pursue any other right or remedy of Tenant pursuant to this Lease or at law. If Landlord fails to cure a prospective default within the thirty(30) day period, Tenant shall have the option to cure the default or to terminate this Lease, without waiver of and in addition to any other remedies at law or in equity. Notwithstanding any other provision of this Lease, should Tenant elect to cure any Landlord default itself, and thereafter Tenant determines in its sole and absolute discretion that such election to cure is not in the best interests of Tenant, then Tenant may cease to cure the default of Landlord and pursue any other cumulative right or remedy of Tenant pursuant to this Lease or at law. Should Tenant elect to cure the default itself, all costs associated with such cure shall be reimbursed by Landlord to Tenant within Thirty (30) days of receipt of Tenant's invoice for said costs, except that all parties shall cover their own attorneys' fees. However, upon Landlord's failure to so reimburse within the time period provided for such reimbursement, at Tenant's option, said costs shall be deducted from Rent due hereunder. If Landlord's default hereunder prevents Tenant's use of the Premises, there shall be an abatement of Rent for the period of such non-use. No remedy or election under this Section 24.2 shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

ARTICLE 25 - CONDEMNATION

If any part of the Premises is taken or condemned for a public or quasi-public use, this Lease shall terminate at the option of Tenant as of the date title shall vest in the condemnor.

ARTICLE 26 - HOLDING OVER

If Tenant, with Landlord's consent, remains in possession of the Premises after the Lease Term, this Lease shall automatically be extended on a month-to-month basis at the monthly rent applicable to the last month of the Lease Term, subject to termination upon thirty (30) days' written notice by either party. All other terms and conditions shall remain in full force and effect.

ARTICLE 27 - WAIVER

The waiver by Landlord or Tenant of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, nor shall either party's consent to any breach of any term, covenant or condition be deemed to constitute or imply its consent to any subsequent breach of the same or other term, covenant or condition herein contained.

ARTICLE 28 - RESERVED

ARTICLE 29 - QUIET ENJOYMENT

Landlord covenants that Tenant shall peaceably and quietly have, hold and enjoy the Premises and all rights, benefits and privileges provided for in this Lease without hindrance or molestation. Landlord waives any right, title and interest, and any security interest, landlord's lien (whether by statute, common law or otherwise) and right of distress/distrain for rent, if any, Landlord may now or hereafter acquire with respect to any property of Tenant.

ARTICLE 30 - SUBORDINATION

30.1 Premises Not Specified as Security Under Any Mortgage or Deed of Trust. Landlord hereby represents and warrants to Tenant that, as of the date hereof, the Premises are not specified as security under any mortgage or deed of trust. Landlord further represents and warrants to Tenant that there are no lenders or other parties whose consent is required for this Lease, and Landlord shall indemnify, defend, and hold Tenant harmless from any damages, liability, claims, costs and expenses (including reasonable attorneys' fees and court costs) incurred by Tenant as a result of Landlord's failure to obtain any such required consents.

30.2 Future Mortgages or Deeds of Trust. This Lease shall be subordinated to the lien of any mortgages and deeds of trust which are hereafter placed against the Landlord's interest or estate in the property provided that the mortgagee or beneficiary under such mortgage or deed of trust shall agree in writing that, in the event of a foreclosure of same or of any other such action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease shall not be barred, terminated, cut off, or foreclosed, nor will the rights and possession of Tenant hereunder be disturbed if Tenant shall not then be in default beyond all applicable grace, notice, and cure periods under the terms of this Lease, and Tenant shall attorn to the purchaser at such foreclosure, sale or other action or proceeding, provided that such purchaser shall assume the obligations of Landlord hereunder. The foregoing subordination shall be effective without the necessity of having any further instruments executed by Tenant, but, at Landlord's election, Tenant shall, upon demand, enter into a subordination, non-disturbance, and attornment agreement, in the form attached hereto as Exhibit F, with such mortgagee or beneficiary.

ARTICLE 31 - ESTOPPEL CERTIFICATE

Within thirty (30) days of written notice by one party to the other, each will execute, acknowledge and deliver to the other an estoppel certificate in writing declaring any modifications, defaults or advance payments and whether the Lease, as may be modified, is in full force and effect. Any such certificate may be conclusively relied upon for the intended transaction for which the statement was requested.

ARTICLE 32 - MISCELLANEOUS PROVISIONS

32.1 No Amendments. No amendment of this Lease shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.

32.2 Time of the Essence. Subject to Section 32.6 below, time limits in this Lease are to be strictly observed. Time is of the essence in the performance of, and compliance with, each term and provision of this Lease.

32.3 Binding Effect. Subject to any provision hereof restricting assignment or subletting by Tenant, this Lease shall bind the parties, their personal representatives, successors, and assigns.

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

32.5 Warranty of Authority. If Landlord is a corporation, trust, limited liability company, partnership, or any other form of entity, each person executing this Lease on behalf of Landlord hereby represents, covenants, and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said entity. Concurrently with its execution of this Lease, Landlord shall deliver to Tenant evidence of such authority satisfactory to Tenant.

32.6 Force Majeure. “**Force Majeure**” shall mean any prevention, delay or stoppage of a party’s performance of its obligations under this Lease which arises as a result of (i) events beyond the reasonable control, prevention and foreseeability of the party affected by the delay, including, but not restricted to, strikes, curfews, insurrection, rebellion, riots, acts of God, pandemics, epidemics; quarantine restrictions; freight embargoes; inability to obtain labor or materials, governmental order, restriction or delay (but only to the extent that any such delay is not attributable to the failure of the party whose performance is delayed to comply with requirements imposed by Applicable Laws) or other governmental acts, war, invasion, enemy action, civil commotion, explosion, fire, earthquakes, or other casualty, but (x) expressly excluding financial inability, and (y) expressly acknowledging that the actions of any party’s employees, agents and invitees are to be deemed to be within the reasonable control, prevention and foreseeability of such party for the purposes of this definition; (ii) in the case of Landlord, any condition that threatens the security or safety of persons or property within the Building or the Real Property, or (iii) with respect to a claim of Force Majeure by (x) Tenant as the affected party, any default by Landlord, which adversely affects Tenant’s ability to perform, and (y) Landlord as the affected party, any default by Tenant, which adversely affects Landlord’s ability to perform. If any event of force majeure prevents a party from performing an obligation under this Lease or causes a delay in the performance of such obligation, such party shall be excused from such performance and such performance obligation shall be postponed for the duration of the Force Majeure event. In the event of a Force Majeure event that results in the Untenantability of the Premises, as defined below, then Landlord shall be required to reduce the Rent payable under this Lease to the extent of such Untenantability. For purposes hereof, “**Untenantability**” shall occur when the Premises, or any portion thereof, cannot be accessed or used and occupied as intended by Tenant in the normal course of Tenant’s business, as reasonably determined by Tenant, and in compliance with Applicable Law. This provision shall apply when Tenant is unable to and in fact does not utilize all, or a portion consisting of at least 20% of the Premises, in the normal course for the conduct of its business.

32.7 CASP Inspection. Intentionally left blank.

32.8. Energy Disclosure. To the extent applicable, Landlord shall comply with the requirements to disclose certain information concerning the energy performance of the Building pursuant to California Public Resources Code Section 25402.10 and the regulations adopted pursuant thereto.

32.9 “Business Days.” The term “Business Days” shall mean all days, except Saturdays, Sundays and the following holidays: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day (or such other legal holidays as declared by the City of Bloomington, State or Federal governments).

32.10 *RESERVED*

32.11 Governing Law. Except as otherwise explicitly provided in this Lease Agreement, this Lease Agreement shall be governed according to the laws of the State of Indiana. Any dispute arising from this Lease shall be venued in Monroe County, Indiana.

32.12 *RESERVED*

32.13 Time Period For Approvals. Each response to a request for an approval or consent required to be considered pursuant to this Lease shall be given by the Party to whom directed within thirty (30) days of receipt, unless another specific time period is otherwise provided for herein. If a response is not given within the required time period, the Party to whom approval has been requested is deemed to have given its approval if the original request for approval provided in capitalized letters that a failure to respond within the applicable time period would be deemed to be an approval.

32.14 No Drafting Presumption. The Parties acknowledge that in executing this Lease, they have carefully reviewed and had the opportunity to review the terms with counsel of their choice and are fully aware of the extent of their rights and obligations hereunder. The Parties further agree that the language of this Lease shall not be construed presumptively against any of the Parties to this Lease as the Parties have drafted this Lease jointly.

32.15 OFAC Representation. Landlord represents and warrants to Tenant, and agrees, that each individual executing this Lease on behalf of Landlord is authorized to do so on behalf of Landlord and that the entity(ies) or individual(s) constituting Landlord, or which may own or control Landlord, or which may be owned or controlled by Landlord, or any of Landlord's affiliates, or any of their respective partners, members, shareholders or other equity owners, and their respective employees, officers, directors, representatives or agents are not and at no time will be (i) in violation of any Applicable Laws relating to terrorism or money laundering, or (ii) among the individuals or entities with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> or any replacement website or other replacement official publication of such list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, known as Executive Order 13224) or other governmental action and Landlord will not Transfer this Lease to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

32.16 Foreign Entities. Landlord represents and warrants to Tenant that the entity(ies) or individual(s) constituting Landlord, or which may own or control Landlord, or which may be owned or controlled by Landlord, or which may be an affiliate of Landlord, are not a Foreign Source, as defined in Section 117 of the Higher Education Act (HEA) of 1965. If, at any time during the Term of this Lease, any such entity(ies) or individual(s) shall be deemed to be a Foreign Source, Landlord shall promptly notify Tenant of such fact and shall provide all relevant information required to be reported by Tenant under the HEA.

32.17 Counterparts; Electronic Signatures. This Lease, including all attachments and other documents incorporated into this Lease or made applicable by reference, and any amendments, waivers, consents or supplements hereto or thereto, may be executed in counterparts (and by different Parties hereto in different counterparts), each of which will constitute an original, but all taken together will constitute a single document binding on the Parties. This Lease and any amendments, waivers, consents or supplements hereto, may be executed and delivered by facsimile signature, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docuSign.com).

32.18 Addendum. In the event of conflict between this Lease and any Addendum or Exhibit attached hereto, the provisions of such Addendum or Exhibit shall control.

ARTICLE 33 -FEDERAL PROVISIONS

FAR CLAUSES. The following Federal Acquisition Regulations (FAR) are incorporated by reference:

FAR 52.204-3	TAXPAYER IDENTIFICATION
FAR 52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS)
FAR 52.204-7	SYSTEM FOR AWARD MANAGEMENT
FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
FAR 52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
FAR 52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS
FAR 52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999) (Applicable to leases over \$750,000 total contract value.)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES
FAR 52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
FAR 52.222-26	EQUAL OPPORTUNITY
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS

FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
FAR 52.222-37	EMPLOYMENT REPORT ON VETERANS
FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION
FAR 52.232-23	ASSIGNMENT OF CLAIMS
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
FAR 52.233-1	DISPUTES (MAY 2014)
FAR 52.223-10	Waste Reduction Program
DEAR 970.5223-7	Sustainable Acquisition Program

TENANT:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Name: Diane A. Hutchinson

Its: Chief Procurement Officer

LANDLORD:

THE REDEVELOPMENT COMMISSION OF BLOOMINGTON, INDIANA

By: _____

Name: Deb Hutton

Its: President

EXHIBIT A

DESCRIPTION OF PREMISES

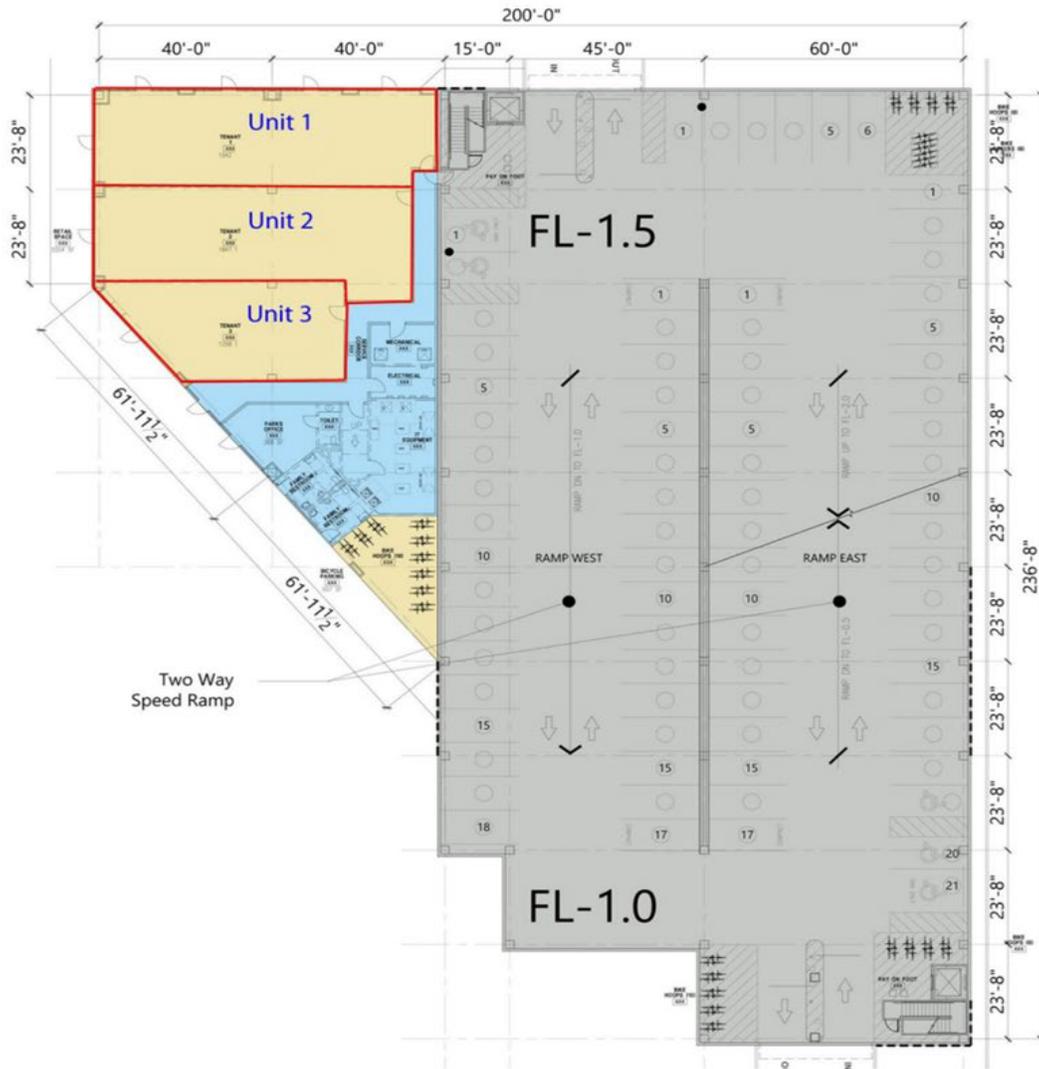
The property to be leased is commonly known as 489 W. 10th Street, Units 1 and 2, Bloomington, Indiana 47404, and is located east of the B-Line Trail at the corner of W. 10th Street and N. Rogers Street, Bloomington, Indiana 47404 with the following legal description: 013-69780-04 Showers Office and Research Center Amendment 1 Part Lot 4

(Floor Plan with Dimensions)



West Elevation

Architect's rendering facing east onto the west elevation from Rogers Street/B-Line Trail.



The location of the areas within the building is shown in the above exhibit.

(Site Map)

EXHIBIT B

UNIVERSITY OF CALIFORNIA

**VERIFICATION OF THE BUILDING'S COMPLIANCE WITH THE
UC SEISMIC SAFETY POLICY FOR PURCHASED AND LEASED BUILDINGS**

(CERTIFICATE OF SEISMIC PERFORMANCE RATING)

EXHIBIT C

CONFIRMATION OF LEASE TERM

This Confirmation of Lease Term is entered into as of _____, 20____
between _____, ("Landlord"), and The Regents of the University of California
("Tenant").

WHEREAS, Landlord and Tenant entered into that certain Lease dated _____ for
the Premises located at _____ (the "Lease").

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

1. Lease Term. Landlord and Tenant agree that the Lease Term as defined in the Lease
commences on _____ (the "Lease Commencement Date") and
ends on _____ (the "Lease Expiration Date"), unless sooner
terminated or extended pursuant to the terms of the Lease.

The parties have caused this Confirmation of Lease Term to be executed as of the date first set
forth above.

TENANT:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Title: _____

Dated: _____

LANDLORD:

By: _____

Title: _____

Dated: _____

EXHIBIT D
SUMMARY OF SERVICES AND UTILITIES

The following is a summary of service and utility responsibilities of Landlord and Tenant:

	N O T			
	A P P L I C A B L E	L A N D L O R D	T E N A N T	F R E Q U E N C Y
Paper Supplies, dispensers and waste containers (Premises & restrooms)			x	
Light bulbs & fluorescent light tubes and starters		R		
Ballasts and transformers for fluorescent lights, light switches and electrical outlets		R		
Heating and air conditioning control switches		R		
Janitorial service for interior of Premises (dust, waste removal, vacuum, mop, cleaning)		R		d a i l y
Janitorial service for exterior of Premises and Common Areas		R		
Carpet, tile and linoleum		R		
Gas		R		
Electric		R		
Water		R		
Window washing – interior		R		
Landscaping and gardening		R		
Drapes, blinds, window shades			x	
Kitchen appliances			x	
Refuse, rubbish & garbage disposal		R		
Pest control		R		

Other: Security Alarm, Security of Premises			x	
Monthly utility consumption and cost data for electricity, gas, and water, as well as waste generated will be provided to LBNL upon request		x		

* Per Section 11.1(b) items indicated as Landlord responsibilities with “X” are not reimbursable to Landlord as Operating Expenses. Items indicated as Landlord responsibilities with “R” are reimbursable as Operating Expenses.

EXHIBIT E
SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES

The following is a summary of repairs and maintenance responsibilities of Landlord and Tenant:

	Landlord	Tenant	Not Applicable
Foundations	x		
Exterior & Bearing Walls	x		
Roof	x		
Electrical Systems	x		
Exterior Lighting	x		
Interior Lighting Systems		X	
Exterior Plumbing Systems	x		
Interior Plumbing Systems		X	
Building-wide Heating Systems	x		
Interior Heating Systems		X	
Building-wide Ventilation Systems	x		
Interior Ventilation Systems		X	
Building-wide Air Conditioning Systems	x		
Interior Air Conditioning Systems		X	
Alarm Systems		x	
Plate Glass	x		
Windows & Window Frames	x		
Gutters, Drains, Downspouts	x		
Elevators	x		
Floor Slabs	x		
Common Areas	x		
Ceilings	x		
Interior Walls		X	

Interior Doors		X	
Interior Surfaces & Windows		X	
Appliances & Fixtures		X	
Repainting of Interior Walls		X	
Base and/or moldings		X	
Parking Lot Area	x		

* Per Section 11.1(b) items indicated as Landlord responsibilities with “X” are not reimbursable to Landlord as Operating Expenses. Items indicated as Landlord responsibilities with “R” are reimbursable as Operating Expenses. Landlord’s maintenance responsibilities shall be interpreted to include “replacement” as well as “repair.”

EXHIBIT F
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

Space Above For Recorder's Use

SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Non-Disturbance Agreement"), is made as of _____, by and among _____, a _____, whose address is _____ ("Landlord"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation, whose address is _____ ("Tenant"), for the benefit of LENDER _____, a Lender _____, whose address is _____ ("Lender"), with reference to the following:

RECITALS

A. Landlord and Tenant have entered into that certain lease agreement dated _____ ("Lease"), with respect to that certain real property located at _____ ("Property"), as described in Exhibit A, a portion of which does now or shall in the future constitute the demised premises ("Premises"), for the term and on the conditions set forth in the Lease.

B. Landlord has executed, is executing or will execute a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("Deed of Trust") for the benefit of Lender, encumbering Landlord's fee interest in the Property as security for repayment of a loan made by Lender to Landlord ("Loan"). The Loan is evidenced by a promissory note ("Note") made by Landlord in favor of Lender.

C. Tenant and Lender wish to expressly subordinate the leasehold estate under the Lease to the lien of the Deed of Trust, and to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Non-Disturbance Agreement.

AGREEMENT

IN CONSIDERATION of the mutual covenants of the parties and other good and valuable consideration, Lender and Tenant agree as follows:

1. Tenant hereby subordinates its leasehold interest in the Property and all of Tenant's rights under the Lease, including without limitation any option, right of first refusal or right of first offer to purchase the Property or any portion thereof, to the lien of the Deed of Trust and all extensions, renewals, modifications, consolidations and replacements of the Note and Deed of Trust, to the full extent of all obligations secured by the Deed of Trust; and the Deed of Trust shall unconditionally be and at all times remain a lien or charge on the Property, prior to and superior to the Lease and leasehold interest of Tenant.

2. Notwithstanding anything in Paragraph 1 above to the contrary, so long as no event of default by Tenant has occurred and remains uncured beyond all applicable grace, notice and cure periods, then:

(a) Tenant's peaceful and quiet possession of the Premises shall not be disturbed and Tenant's rights and privileges under the Lease shall not be diminished by Lender's exercise of its rights or remedies under the Deed of Trust. Tenant shall not be named or joined in any foreclosure, trustee's sale, or other proceeding to enforce the Deed of Trust.

(b) Lender or any purchaser or successor-in-interest shall recognize the leasehold estate of Tenant under all of the terms, covenants and conditions of the Lease for the remaining balance of the term with the same force and effect as if Lender or such other purchaser or successor-in-interest were the landlord under the Lease. Lender or such other purchaser or successor-in-interest shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, from the date of such succession to the Landlord's interest under the Lease, have the same remedies against such party for breach of the Lease that Tenant would have had under the Lease against Landlord.

(c) The succession of Lender or such other purchaser or successor-in-interest to the interest of Landlord under the Lease shall not interfere or otherwise interrupt Tenant in its use and quiet enjoyment of the Premises pursuant to the Lease.

3. In consideration of Lender's covenants under Paragraph 2 above, in the event Lender or any other purchaser at a foreclosure sale or sale under private power contained in the Deed of Trust, succeeds to the interest of Landlord under the Lease by reason of any foreclosure of the Deed of Trust or the acceptance by Lender of a deed in lieu of foreclosure or by any other method, it is agreed that Tenant shall recognize and be bound to Lender or such other purchaser, and to any and all successors-in-interest to Lender or such other purchaser, under all the terms, covenants and conditions of the Lease for the remaining balance of the term of the Lease, with the same force and effect as if Lender or such other purchaser or successor-in-interest were the landlord under the Lease, and Tenant does hereby agree to attorn to Lender or to such other purchaser or successor-in-interest as its landlord; and such attornment shall be effective and self-operative without the execution of any further instruments on the part of any parties to this Non-Disturbance Agreement, immediately upon Lender's or other purchaser's or successor-in-interest's succeeding to the interest of Landlord under the Lease.

4. Tenant agrees to pay to Lender as assignee of the rents and other payments under the Lease which come due to Landlord under the terms of the Lease after the time Tenant receives written notice from Lender requesting that such sums be paid to Lender. Such payment to Lender by Tenant will continue, subject to the terms and conditions and rights of Tenant under the Lease, until the first to occur of the following: (i) no further amounts are payable by Tenant under the Lease; (ii) Lender gives Tenant written notice that the rents and other payments be paid to Landlord; or (iii) Lender gives Tenant written notice that a purchaser has succeeded to the interests of Landlord and Lender under the Lease, after which time the rents and other payments will be paid as directed by such purchaser. Landlord specifically consents to the foregoing.

5. Landlord agrees that Tenant will be entitled to rely on the notices given by Lender and further agrees that Tenant will be entitled to full credit under the Lease for any rents and other payments made in accordance with Paragraph 4 of this Non-Disturbance Agreement to the same extent as if such payments were made directly to Landlord.

6. Tenant shall not exercise any abatement, offset or deduction from rent or other sums payable by Tenant under the Lease, or exercise any right to terminate the Lease, unless and until: (i) Tenant has delivered to Lender written notice, describing with reasonable specificity each event of default claimed by Tenant to exist; and (ii) such event of default is not cured within the cure period, if any, specified in the Lease.

7. Nothing in this Non-Disturbance Agreement is intended to constitute an agreement by Lender to perform any obligation of Landlord as landlord under the Lease prior to the time Lender obtains title to the Property by power of sale, judicial foreclosure or transfer in lieu thereof.

8. Landlord and Tenant acknowledge that Lender shall now or hereafter extend credit to Landlord in reliance upon the statements of Landlord and Tenant as set forth above.

9. The provisions of this Non-Disturbance Agreement shall be binding upon and shall inure to the benefit of the parties to this Non-Disturbance Agreement and their respective heirs, representatives, successors and assigns.

10. Landlord and Tenant each shall serve upon Lender a copy of any notice given to the other party under the Lease, in the same manner provided for notice under the Lease. With respect to notices given under this Non-Disturbance Agreement, all notices to Lender, Landlord or Tenant shall be sent by personal delivery, or by certified U.S. mail, return receipt requested, or by Federal Express or other nationally recognized overnight commercial mail service, to the address given for each such party at the beginning of this Non-Disturbance Agreement, and shall be deemed given upon personal delivery, or three (3) days after such deposit in the U.S. mail, postage prepaid, as the case may be, or on the date of scheduled delivery if sent by Federal Express or other nationally recognized commercial mail service.

11. This Non-Disturbance Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

12. Neither this Non-Disturbance Agreement nor any of the provisions hereof can be changed, waived, discharged or terminated, except by an instrument in writing signed by Tenant and Lender.

13. The recitals and all exhibits attached hereto and referred to herein are true and correct and are hereby incorporated herein by reference.

14. This Non-Disturbance Agreement shall be executed in recordable form and shall be recorded in the Official Records of the County in which the Property is located at the request of Tenant or Lender.

[Balance of Page Intentionally Blank]

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

Lender:

Tenant:

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, a California public
corporation

By _____
Name _____
Title _____

By _____
Name _____
Title _____

Landlord:

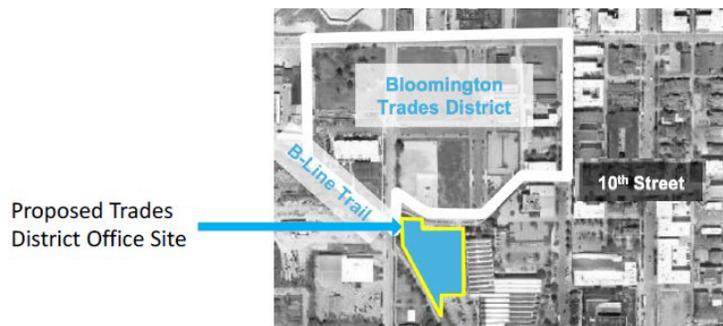
By _____
Name _____
Title _____

[INSERT NOTARY ACKNOWLEDGMENT]

EXHIBIT G

Loading Dock

Trades District Office "loading zone"



10th Street Access



Garage entry pull-off

**ADDENDUM 1 - PARKING PROVISIONS-TO LEASE AGREEMENT DATED May 3, 2024
BY AND BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

AND

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

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

**ADDENDUM 2 - RENT FOR EXTENDED TERM(S)-
TO LEASE AGREEMENT DATED May 3, 2024**

**BY AND BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

AND

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

Tenant shall have the option to extend the Lease Term for the Extended Term as set forth in Section 2.2. Monthly Rent for the Extended Term 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 3 - RENT ADJUSTMENTS-
TO LEASE AGREEMENT DATED May 3, 2024**

**BY AND BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

AND

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

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 4 - WORK AGREEMENT-
TO LEASE AGREEMENT DATED May 3, 2024
(THE "LEASE") BY AND BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

AND

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA

WORK AGREEMENT

THIS WORK AGREEMENT, dated May 3, 2024, is by and between the Redevelopment Commission of the City of Bloomington, Indiana ("**Landlord**"), and, THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation ("**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 –Jon-Paul Herron (LBNL) ("**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 Landlord. Landlord 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) Landlord designates Controller Jessica McClellan, or his designee ("**Landlord'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 Landlord). Landlord may designate a substitute Landlord'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 Landlord's behalf other than Landlord's Authorized Representative. All references in this Work Agreement to actions taken, approvals granted, or submissions made by Landlord shall mean that such actions, approvals or submissions have been taken, granted or made, in writing, by Landlord's Authorized Representative acting for Landlord.

2. Tenant Improvements. Landlord 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, Landlord Review, Estimated Costs, Changes and Delay:

(a) Tenant and Landlord have agreed on the preliminary space plan attached to this Work Agreement as Attachment A to this Addendum 4 (the “**Space Plan**”). On or before June 15, 2024, Tenant shall supply Landlord’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) Landlord shall submit the Plans and Specifications to Tenant for its approval *AS APPLICABLE*: on or before September 30, 2024. Tenant shall provide Landlord 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 Landlord. If Tenant disapproves of the Plans and Specifications, Tenant shall notify Landlord 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. Landlord shall then cause its Architect to redesign the Plans and Specifications incorporating the revisions reasonably requested by Tenant. Such procedure of Landlord 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 Agreement. 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 Landlord 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 Landlord 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 October 31, 2024, or as otherwise agreed to by the parties in writing. Construction shall commence in accordance with Article 8 of the Lease.

(e) During construction, Landlord’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 Landlord, but no such change shall be made without the written approval of

Landlord 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 Landlord) 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 Landlord determines that a COR proposed by Tenant will delay completion of the construction or increase the cost of Landlord's Work, Landlord 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, Landlord 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 Landlord 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 Landlord 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. Landlord 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. Landlord'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 Landlord's Representative requests that Tenant clarify or refine the Plans and Specifications, then Tenant's Representative shall meet with Landlord's Representative for the purpose of clarifying or refining the Plans and Specifications within five(5) Business Days after Tenant's receipt of Landlord's request therefor. No such clarification or refinement shall be deemed to be a COR or Change Order.

(h) If Landlord determines that the Plans and Specifications must be changed as a result of omissions or errors in the Plans and Specifications, then Landlord shall, at Landlord'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 Landlord's responsibility.

(i) Landlord 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 Landlord 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 Landlord 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 Landlord 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 Landlord 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, Landlord 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 Landlord does not claim a Tenant's Delay within thirty(30) Business Days after the date of Landlord's first having knowledge of the occurrence of such delay (or the first date Landlord should have had knowledge if using reasonable care and diligence), Landlord 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 Landlord's notice (or such earlier date to the extent Tenant was not prejudiced by Landlord's late notice) through the date on which the effect of the Tenant Delay has been abated. Landlord 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 Landlord's Delay. For purposes hereof, a "**Landlord's Delay**" is any action or failure to act by Landlord 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 Landlord to allow Tenant to access the Premises in a timely manner, (w) a failure by Landlord to order long-lead time materials despite adequate notice from Tenant, (x) Landlord's failure to timely approve any matter requiring Landlord's approval within the time periods provided in this Work Agreement, or (y) a failure by Landlord's Contractor to process the Tenant Improvement Work in a timely manner. No Landlord's Delay will occur without Landlord 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. Landlord shall submit and obtain approval of the Plans and Specifications for the Premises from all appropriate Governmental Authorities, including Tenant's Certified Building Official, 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. Landlord'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 Landlord 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 Landlord and Tenant. Landlord 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 Landlord 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 Landlord will conduct a joint walk-through inspection of the Premises and Tenant shall provide to Landlord 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. Landlord 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. Landlord 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 Landlord 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) Landlord’s Contractor certifies in writing to Landlord 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. Landlord 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, Landlord's best estimate of the date of Substantial Completion. Tenant may, beginning thirty(30) days prior to the date established by the Landlord 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 Landlord's Contractor and not act to cause a delay in the performance by Landlord's Contractor or Landlord's representatives of any Work (including but not limited to the construction of Tenant Improvements).

8. Tenant Improvement Allowance.

(a) Landlord hereby agrees to provide to Tenant the Tenant Improvement Allowance in the amount provided for in Section 7.2 of the Lease, to be applied toward the cost of construction of the Tenant Improvements.

(b) Over-Allowance Amount and Cap. 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**”). In accordance with Article 7.2 of the Lease Agreement, Tenant Improvements and Tenant’s Expenses as defined herein shall not exceed Five Hundred Fifty Thousand Dollars (\$550,000.00) (“**Cost Cap**”). Landlord shall amortize Tenant’s Expenses over the useful life of the improvement and/or renovation. Tenant shall pay Tenant’s Expenses as Operating Expenses . 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: LBNL Lease Administrator
1 Cyclotron Road
Berkeley, Ca 94720
Attention: Manuel Leanos
with a copy to: Laura Crosby

- (b) If to Landlord, to: Bloomington Redevelopment Commission
P.O. Box 100
Bloomington, IN 47402
Attention: City of Bloomington Legal Department

with a copy to: Director of Economic and Sustainable Development
401 N. Morton Street, Suite 150
Bloomington, IN 47403

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 Landlord, its agents or contractors.

11. Warranties. Landlord 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. Landlord 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:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Name: Diane A. Hutchinson

Its: Chief Procurement Officer

LANDLORD:

REDEVELOPMENT COMMISSION OF BLOOMINGTON, INDIANA

By: _____

Name: Deb Hutton

Its: President

ADDENDUM 5 –RESERVED

**24-40
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF LETTER OF INTENT FOR REDEVELOPMENT COMMISSION
PROPERTY LOCATED WITHIN THE TRADES DISTRICT**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns property within the 65-acre Bloomington Certified Technology Park known as the Trades District; and

WHEREAS, on June 16, 2015, the RDC approved Resolution 15-32, approving a Project Review and Approval Form regarding the statutory requirements and other administrative steps needed in order to transfer RDC-owned properties within the Trades District to new owners; and

WHEREAS, in 2018, work was completed on infrastructure improvements and the renovation of the Dimension Mill to further the redevelopment the Trades District; and

WHEREAS, the RDC authorized a notice of offering for the Trades District parcels in Resolution 23-47 pursuant to Indiana Code § 36-7-14-22; and

WHEREAS, the RDC also entered into an agreement with the Dimension Mill, Inc. (DMI) to have John Fernandez act as its agent in marketing and obtaining offers for the Trades District parcels; and

WHEREAS, DMI, on behalf of the RDC, received potential letters of intent for Tract 3 and 4 as detailed in the memorandum attached and incorporated to this Resolution as Exhibit A; and

WHEREAS, DMI recommends that the RDC approve the non-binding letter of intent from Alluinn IU & Pure Development, Inc., which is attached to this Resolution and incorporated herein as Exhibit B; and

WHEREAS, under the terms of the letter of intent, Alluinn & Pure Development propose a purchase price for Tract 3 and Tract 4 of \$1,200,000, including a \$50,000 non-refundable deposit to be paid upon executing a Project Agreement for the development. The balance of the purchase price shall be paid in four equal quarterly payments commencing with the first quarter ending after the 18th-month anniversary of the hotel opening. A Project Agreement for the development would have to be executed within 60 days of the signing of the letter of intent, unless otherwise extended by the parties.

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

1. The sale of the Tract 3 & Tract 4 will aid in the development of the Trades District and will enhance the development and economic development of the Consolidated TIF.
2. The letter of intent from Alluinn & Pure Development, attached to this Resolution as Exhibit B, is approved, and the RDC authorizes John Fernandez to sign on its behalf.
3. The RDC authorizes City staff to begin negotiating a Project Agreement, which shall be brought back to the RDC for final approval.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deb Hutton, President

ATTEST:

Sue Sgambelluri, Secretary

Date

Trades District Hotel LOI

Proposals

	Alluinn IU & Pure Development Trades District Hotel	MHG Hotels
Purchase Price	\$1,200,000	\$1,350,000
Intended Structure	Alluinn will engage Pure Development ,Inc. as Developer. The developer will be solely responsible for all construction, maintenance, repairs, and operations of the project. Developer shall be responsible for the project design and shall consult with The Mill on hotel architectural plans.	MHG Hotels will act as developer. The developer will be solely responsible for all construction, maintenance, repairs, and operations of the project. MHG Hotels shall also be responsible for the project design and shall consult with The Mill on hotel architectural design.
Terms	\$50k non-refundable deposit @ execution of binding purchase agreement; balance to be paid in four equal quarterly payments beginning with the first calendar quarter ending after the 18-month anniversary of hotel opening. Purchase includes Tracts 3 & 4.	\$75,000 non-refundable deposit @ execution of binding purchase agreement; \$225,000 non-refundable deposit @ closing; balance due on 1 year anniversary date of hotel opening. Purchase includes only Tract 3.
Project Scope	~\$35m investment; 150 key upscale hotel	~\$35m investment; 150 key upscale hotel
Equity Capital	Alluinn + committed capital partners	MHG
"Green Building"	Minimum LEED Silver or its equivalence	Minimum LEED Silver or its equivalence
Project Financing	Commerical financing; 25 years, 70% LTV; 24 months I/O	Commerical financing
Project Agreement	W/I 60 days post-LOI execution	W/I 60 days post-LOI execution
Project Timeline	24 months post-closing	24 months post-closing - dependent upon city permitting
Hotel Management	RFP for 3rd party operator	MHG self-management
Hotel Franchise	Alluinn to apply for 'soft brand' franchise i.e. Tribute by Marriott or Hotel Indigo by IHG.	MHG Hotels will self-manage a Marriott Autograph Collection or another soft brand hotel

April 30, 2024

Bloomington Redevelopment Commission
John Fernandez (acting as owner rep)
Senior Vice President, Innovation & Strategic Partnerships
The Dimension Mill, Inc.
642 N. Madison Street
Bloomington, IN 47401
T: (202) 420-8594
E: john@dimensionmill.org

Alluinn IU Trades District Hotel LLC
Charles Whittaker
456 W. Frontage Road, Suite 103
Northfield, IL 60093
T: (415) 994-5404
E: charles@alluinn.com

Re: Proposal for hotel development in the Trades District, Bloomington, IN 47404

This term sheet is intended to be non-binding, but also outline a potential relationship between the above captioned parties for a hotel development in Bloomington, IN. As stated, this letter is non-binding, but if the terms are amenable to all parties, then the appropriate legal agreement(s) will be memorialized, which will be binding upon execution by all parties.

Project Costs	~\$35,000,000 which contemplates the development of a 150 Key upscale hotel.
Intended Structure	Alluinn will engage Pure Development, Inc. as developer. The developer will be solely responsible for overseeing all construction, maintenance, repairs, and operations of the project. Developer shall also be responsible for the project design and shall consult with The Mill on hotel architectural plans. Project will be designed to meet minimum LEED Silver certification or its equivalence.
Land Purchase	\$1,200,000 purchase price for the following: Tract 3 – Parcel No.: 53-05-32-100-035.001-005 Tract 4 – Parcel No.: 52-05-32-100-035.012-000 and 53-05-33-200-013.012-0 as illustrated in Exhibit A
Land Payment Terms	A \$50,000 non-refundable land deposit will be made upon execution of a binding purchase agreement. The balance will be paid in four equal quarterly installments beginning with the first calendar quarter ending after the 18-month anniversary of the hotel opening
Hotel Management	Formal RFP process will be conducted to find a 3 rd party operator best suited for the brand and market
Construction Management	Developer will oversee construction of the project and intends to bid out and engage a general contractor.
Construction Timeline	Alluinn intends to complete project within 24 months of land control.

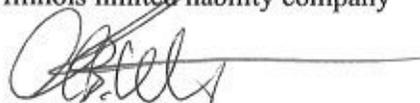
Equity Capital Raise	Alluinn, along with already identified capital partners, will bring the necessary equity to the project.
Commercial Financing	Alluinn to secure commercial financing at the following anticipated terms: General Terms: <ul style="list-style-type: none"> • 25 Year Amortization • 70% Loan to Value • 24 Month I/O
Hotel Franchise	Alluinn to identify and apply for franchise and perform brand negotiations. Brand selection is focused on securing a soft brand that allows for flexibility in programming and design but brings the power of brand reservation systems, like Tribute by Marriott or Hotel Indigo by IHG.
Hotel Amenities	Hotel must include the following amenities: full-service restaurant and at least one full-service bar (which can be incorporated into the hotel restaurant). Hotel design should consider separate rooftop bar. Additionally, meeting room(s) that can accommodate small to medium size corporate gatherings.
Shared Services	The project is contingent upon entering into an agreement with the City related to: Parking (1:1 Ratio Rooms/Available Spaces). Permits to be secured at market rates at the Trades District Garage. <ul style="list-style-type: none"> • Liquor Licensure – to be acquired by Alluinn at its sole expense. <p>Additionally, the project aims to find mutually beneficial terms and economics related to shared services with The Mill, where desired by the City.</p>
Project Agreement	Alluinn shall enter into a Project Agreement with RDC within sixty (60) days following the execution of the LOI.

The undersigned agree to the terms of this letter, and evidence that intent by signature, effective as of the date of this agreement.

City of Bloomington

By: John Fernandez
Its: Senior Vice President, Innovation & Strategic Partnerships

Alluinn IU Trades District Hotel LLC
a Illinois limited liability company



By: Charles Whittaker
Its: Member

Pure Development, Inc.



By: Adam Seger
Its: Principal

**24-41
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**ADDENDUM TO AGREEMENT WITH VET ENVIRONMENTAL ENGINEERING FOR
ENVIRONMENTAL SERVICES AT HOPEWELL**

- 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) (“Project”); and
- WHEREAS, in Resolution 23-89, the RDC approved an Agreement with VET Environmental Engineering, LLC (“VET”) to consult and provide environmental services for Hopewell (“Services”); and
- WHEREAS, in the course of conducting a federally-mandated evaluation of the Project, City staff and VET have determined that additional investigation and testing is required before the RDC and Housing and Neighborhood Development Department can invest any federal money into the Project from the Housing and Urban Development agency (“Additional Services”);
- WHEREAS, staff have negotiated an addendum to the agreement with VET for an amount not to exceed \$38,817.38 for the Additional Services, which is attached to this Resolution as Exhibit A; and
- WHEREAS, the total compensation of the Agreement with the addendum shall not exceed \$48,217.38; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interests.
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 hereby approves the Addendum to the Agreement with VET and authorizes the City of Bloomington to expend an amount not to exceed an additional \$38,817.38 for a grant total that shall not exceed \$48,217.38 to be payable in accordance with the terms of the Agreement ("Payment").
4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deb Hutton, President

ATTEST:

Sue Sgambelluri, Secretary

Date

ADDENDUM TO AGREEMENT
between the
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
and
VET ENVIRONMENTAL ENGINEERING, LLC

This Addendum supplements the Agreement (“Agreement”) between the City of Bloomington Redevelopment Commission (“RDC”) and VET Environmental Engineering, LLC (“VET”), for environmental consulting services at the Hopewell redevelopment site as follows, as follows:

1. Article 24. Modification. Article 24 of the Agreement provided for written modification of the Agreement that is signed by the parties.
2. Article 1. Scope of Services. Article 1 shall be amended to add additional site testing services and scope of work to the agreement, as detailed in Exhibit A-1 to this Addendum.
3. Article 4. Compensation. Article 4 of the agreement shall be modified in relevant part to add the extended services for an additional \$38,817.38 for a grand total amount that shall not exceed \$48,217.38.
4. In all other respects, the Agreement will remain in effect as originally written.

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

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

VET ENVIRONMENTAL ENGINEERING,
LLC

Deb Hutton, President

Sara Rae Hamidovic, President

Date

Date

EXHIBIT A-1

[Attached]



VET ENVIRONMENTAL ENGINEERING, LLC

2335 West Fountain Drive, Bloomington, IN 47404
 Phone: (812) 822-0400 Fax: (812) 650-3892
 Email: info@vet-env.com

May 6, 2024

Ms. Anna Hanson, Director
 City of Bloomington
 Department of Housing and Neighborhood Development (HAND)
 401 North Morton Street, Suite 230
 Bloomington, Indiana 47404

Dear Ms. Hanson:

**RE: Proposal for Environmental Consulting Services
 Hopewell Development Blocks 4, 5, 6, and 7
 501 – 719 West 2nd Street
 Bloomington, Indiana 47403**

VET Environmental Engineering, LLC (VET) appreciates the opportunity to submit this proposal on behalf of the City of Bloomington Housing and Neighborhood Development Department (HAND). VET proposes to perform environmental consulting services at the Hopewell Development - Blocks 4 through 7, located on the west side of South Rogers Street between West 1st Street and West 2nd Street in Bloomington, Indiana 47403 (Site). The Site is comprised of the following parcels that constitute a portion of the larger Hopewell Neighborhood Development: 53-08-05-115-012.000-009, 53-08-05-100-058.000-009, 53-08-05-100-059.000-009, 53-08-05-100-119.000-009, 53-08-05-100-057.000-009, 53-08-05-100-120.000-009, 53-08-05-100-127.000-009, 53-08-05-100-132.000-009, and 53-08-05-100-073.000-009.

VET was previously contracted to prepare a 24 Code of Federal Regulations (CFR) Part 58 Environmental Review (Part 58) for the Site by HAND. To fulfill the agency coordination requirements for the Contamination and Toxic Substances (24 CFR Parts 50.3(i) and 58.5(i)(2)) Section of the Part 58, VET submitted the results of environmental investigations performed at the Site to date to the Indiana Department of Environmental Management (IDEM) on March 1, 2024. The submittal to IDEM included Phase I Environmental Site Assessments (ESAs) and Phase II Environmental Investigations performed by various consultants at the Site between 2022 and 2024. IDEM issued a response on April 9, 2024, indicating that additional investigation at the Site is warranted.

To address IDEM's comments in italics below, VET is proposing a Further Site Investigation (FSI) to obtain data necessary to further characterize the vertical and horizontal extents of subsurface contamination at the Site. The data will assist in determining the scope of the institutional and



engineering controls to be required at the Site for planned residential developments. The results of the FSI will be submitted to IDEM to obtain the necessary regulatory approval prior to final submittal of the Part 58.

Response to Comments

1. *From 1967 to 2021 the site operated various underground storage tanks (USTs). The Report provides closure documentation for several of the USTs that have operated in the past. IDEM can confirm the removal of three 20,000-gallon fuel oil USTs and one 1,000-gallon fuel oil UST (1991), as well as a 4,000-gallon and an 8,000-gallon diesel UST. A copy of an Initial Incident Log (September 1991) is included that reports a spill from the 20,000-gallon diesel UST. Diesel soil contamination was reported in the backfill and closure in place was planned for September of 1991. Based on the information provided, IDEM cannot confirm closure of the 500-gallon, 1,000-gallon and 20,000-gallon diesel USTs. To the extent possible, IDEM recommends confirming and obtaining closure documentation for all the USTs that have operated at the Site.*

Response: Based on a review of the Phase I ESAs performed at the Site, it is VET's understanding that the IDEM's comment pertains to both on-Site USTs and off-Site USTs located on adjoining properties. VET proposes to provide environmental consulting services at the Site as necessary to obtain regulatory closure for the historic on-Site USTs. The scope of the FSI is also intended to identify potential on-Site impacts originating from off-Site USTs. Desktop and field investigations pertaining to the USTs are included in the scope of work for the FSI, detailed at the conclusion of this submittal.

2. *There is little information provided regarding the environmental conditions for the Kohr Building. The only sampling data provided was for the removal of the 8,000-gallon diesel UST. Remaining areas of the site were not evaluated. To evaluate potential exposures across the remainder of the site, IDEM recommends soil, groundwater, and vapor sampling within the footprint of the new construction, prior to construction.*

Response:

Investigations at the Site to date primarily targeted the northeastern corner of the Site, where recognized environmental conditions (RECs) were identified during the Phase I ESAs conducted at the Site. Although Phase II investigations at the Site included select sampling locations outside the northeastern corner, a data gap exists for the area immediately surrounding the Kohr Building. VET proposes to provide environmental consulting services at the Site as necessary to investigate the area surrounding the Kohr Building, and specifically within the footprint of the new construction. The FSI will include soil, groundwater, and vapor sampling in areas immediately upgradient of the Kohr Building with respect to expected contamination migration, and in areas of the Site determined necessary to fully assess the subsurface hydrogeology influencing contamination migration at the Site (see **Response to Comment 3**, below). The scope of the proposed FSI is included at the conclusion of this submittal.



3. *The Report states that a karst assessment is not applicable. The site is located in an area of known karst. Boring logs included in the BCA Phase II Investigation shows the depth where refusal was encountered but does not identify the refusal as bedrock. Since there is a potential that the soil bedrock interface could be a preferential pathway for contaminant transport through both groundwater and vapor, the interface between the unconsolidated soil and bedrock needs to be identified and evaluated across the site. Refer to the [Proper Investigative Techniques in Karst](#) guidance document for information on investigating sites in karst.*

Since the surface and sub-surface drainage is through a karst system, release related chemicals (RRCs) migrating off-site could travel much farther than 0.5-miles. Until migration pathways of RRCs and the karst drainage system are known, the threatened or endangered (T&E) species, high quality natural communities, and natural areas survey should be expanded to include the drainages of the west branch of Clear Creek (to the west) and Clear Creek (to the east).

Response:

Based on VET's desktop reconnaissance performed pursuant to preparation of the Part 58, no surficial karst features were identified at the Site based on readily available United States Geological Survey data. Identification of surficial karst features is a challenge due to the historic grading, filling, and other development activities at the Site since at least 1967. As such, a non-invasive field reconnaissance at the Site is unlikely to identify surficial karst features. IDEM's comment indicates that, although surficial karst features may not be present at the Site, a more in-depth assessment of the subsurface geology and hydrogeology is required to assess the dynamics of potential contamination migration across the Site. Historic investigations at the Site primarily targeted the northeastern corner of the Site, where potential impacts from identified RECs were determined to be most likely by the professionals investigating the Site. Although some data exists for areas of the Site outside the northeastern corner, the possible influence of karst features in the subsurface present a challenge for fully assessing the horizontal and vertical extents of contamination at the Site.

IDEM's comment indicates that the traditional investigative methodologies employed for delineation of contamination at the Site to date are not sufficient to determine the full extent of hydrogeologic dynamics at the Site that would influence soil, groundwater, and vapor contamination migration. The scope of the FSI, included at the conclusion of this submittal, includes desktop mapping of bedrock surface data readily available via subsurface investigations to date, and field subsurface investigative methodologies intended to assess the influence of karst features, if present, on contamination migration at the Site. The FSI will be performed in accordance with IDEM's Technical Guidance Document, *Proper Investigative Techniques in Karst*.

4. *VET proposes the following to prevent human exposure to impacted media at the site:*
 - a. *Institutional controls to prevent groundwater use at the site;*
 - b. *Implementation of a Soil Management Plan for excavation and handling of impacted soil and groundwater during development activities at the site;*



- c. *Engineering controls to prevent the completion of the vapor inhalation exposure pathway; and,*
- d. *Engineering controls to prevent the completion of the direct contact exposure pathway in locations planned for residential use.*

*These proposals are acceptable to IDEM. Please refer to the applicable technical guidance documents, [Engineering Control: Covers](#) (2021), [Vapor Mitigation Systems](#) (2021), and the [Soil Management Plan non-rule policy document \(SMP-NPD\)](#) (2022). The SMP-NPD is currently being revised and IDEM recommends the following language (**bolded**) be added to the soil management plan policy language to avoid a hazardous waste violation: Section 6.0 Policy (Page 4):*

*In accordance with 40 CFR 261.3, any excavated soil containing a chemical identified as a listed hazardous waste must be treated as a hazardous waste. Persons who remove soil that is characterized as a hazardous waste must comply with all applicable hazardous waste laws and rules or must obtain a determination from IDEM stating that the Contained-In policy is applicable (See Waste Policy 0061-NPD Contained-in Determination Policy). **Hazardous waste cannot be placed and/or stockpiled on the ground. In addition, any soil impacted with any amount of a listed hazardous waste is a listed hazardous waste.** Complete hazardous waste determinations must be made to determine proper disposal of all soil excavated from the property as either hazardous waste, solid waste, or unregulated.*

Response:

VET understands that the proposed institutional and engineering controls are acceptable to IDEM. Investigations at the Site to date primarily targeted the northeastern corner of the Site. As such, a data gap exists for the area surrounding the Kohr Building. The activities proposed in the FSI will establish data required to determine whether the proposed engineering controls, particularly those intended to prevent the long-term soil direct contact exposure pathway, and the long-term vapor inhalation pathway, should extend to cover the footprint of the existing Kohr Building and the planned new addition to the Kohr Building.

Based on the information provided, the Soil Management Plan is being revised by an outside firm. VET recommends the Soil Management Plan be updated to incorporate IDEM's comment above, and to reflect additional data collected during the proposed FSI. The scope of the FSI below includes reporting time sufficient to prepare the final Soil Management Plan for the Site. The Client must provide VET with the most recent version of the Soil Management Plan to date.

5. *VET also proposes to implement radon mitigation measure which is outside of IDEM's jurisdiction; however, IDEM recommends referring to the following guidance documents from The American Association of Radon Scientists and Technologists (AARST): [Soil Gas Control Systems in New Construction Multifamily, School, Commercial, and Mixed-Use Building \(CC-1000 2018 Rev.5/23\)](#), and [Soil Gas Mitigation for Existing Homes \(SGM-SF 2023\)](#).*



Response:

VET understands that IDEM does not regulate installation of radon mitigation systems. VET recommends that the developer of the Site perform radon testing and subsequent mitigation, if warranted by analytical results, in the existing Kohr Building. VET recommends that the developer of the Site implement radon resistant new construction (RRNC) measures during development of the planned addition to the Kohr Building. VET recommends that testing and mitigation services be performed by a nationally certified and State of Indiana licensed radon measurement provider and radon mitigation specialist to ensure compliance with AARST standards.

This comment does not warrant additional services for the proposed FSI. Upon request from HAND, VET will submit a proposal for radon measurement and mitigation under separate cover.

Scope of Proposed FSI

Soil Sampling: VET will subcontract Boart Longyear to advance six subsurface soil borings utilizing Geoprobe direct push and air rotary drilling technology. VET will conduct subsurface soil sampling to identify the presence or absence of problematic conditions resulting from potential impacts associated with the RECs identified at the Site, particularly surrounding the Kohr Building and those associated with on-Site and off-Site USTs. Soil boring sample locations will be located and mapped utilizing a Trimble Geo7X GPS unit.

Three soil borings will be advanced to an expected depth of 10 feet below ground surface (bgs). Three soil borings will be advanced to an expected depth of 15 feet to install wells that are screened across the unconsolidated and bedrock interface.

Soil samples collected will be field classified according to the United States Department of Agriculture (USDA) classification system. Field logs will be prepared detailing the presence of fill, soil classification, color (identified with Munsell Chart), moisture, texture, and conditions including the presence of petroleum staining and atypical odors. VET personnel will conduct field screening of media collected from each boring utilizing a photoionization detector (PID) and portable flame ionization detector (FID). Elevated PID and/or FID readings may indicate the presence of impacted soils and will guide selection of the depth interval to be sampled for analytical testing.

Based on the need to obtain data sufficient to both achieve regulatory closure for the USTs noted in Comment 1 above, and to delineate the horizontal and vertical extent of contamination identified on the northeastern portion of the Site, soil samples will be submitted for laboratory analysis of volatile organic compounds (VOCs), arsenic, lead and lead scavengers, and polycyclic aromatic hydrocarbons (PAHs). All samples will be transported to the Eurofins Test America Laboratory in University Park, Illinois for analysis.

Groundwater Sampling: Permanent, epikarst monitoring wells will be installed in the three 15-foot boring locations. Establishing permanent monitoring wells in the soil borings that intercept groundwater traveling across the unconsolidated and consolidated bedrock interface will allow for seasonal monitoring of subsurface hydrogeology dynamics if required by IDEM. Temporary monitoring wells will be installed in the three 10-foot boring locations and groundwater sample collection attempted. VET will develop the permanent monitoring wells in the 15-foot soil borings



during the FSI. A separate groundwater sampling event will be performed following development of the permanent monitoring wells. Groundwater samples will be submitted for laboratory analysis of VOCs, arsenic, lead and lead scavengers, and polycyclic aromatic hydrocarbons (PAHs). Samples for lead and arsenic collected from the temporary monitoring wells will be sampled as one field filtered and one unfiltered sample to reduce generation of false positive results. Elevated concentrations of metals are often reported when collecting samples from temporary monitoring wells that cannot be fully developed prior to sample collection. Low-flow groundwater sampling of the epikarst wells will not be required to be filtered.

VET recommends the developer and HAND establish a groundwater use restriction for the Site to exclude potential exposure of future residents and workers to groundwater contamination. Groundwater sampling performed following the FSI will be intended to determine the presence or absence of contamination at the selected locations, as well as to assess the hydrogeologic properties of the subsurface to assess for soil, groundwater, and vapor contamination migration potential.

Soil Gas Sampling: VET will conduct near-slab soil gas sampling in areas where potential volatile chemical contamination is most likely to impact future occupants of the existing Kohr Building and the new construction. Utilities will be identified prior to soil gas sampling to assess possible man-made pathways of contaminant migration. Summa canisters will be certified cleaned by the third party laboratory prior to commencement of soil gas sample collection. Based on IDEM recommendations, temporary soil gas probes will be allowed to stabilize following installation and prior to sample collection. Sample collection times may vary depending on conditions in the subsurface environment, however VET expects each sample to be collected in approximately 30-minute intervals.

Soil gas samples will be collected at each 10-foot soil boring from a depth at least three feet below ground surface (bgs) and above the saturated zone. Soil gas sampling will not take place within 48 hours after a rainfall event of 0.5 inches or greater. Sampling strings will be assembled, pressure tested, and determined to be airtight prior to sample collection.

Soil gas sampling will be performed by installing soil gas vapor implants utilizing direct push drilling technology. Three system volumes will be purged prior to soil gas sampling. VET will utilize a leak detection agent such as isopropyl alcohol during sampling. The leak detection agent will be placed near the fittings of the soil gas sampling canister during sampling. Soil gas samples will be collected and transported to EnvisionAir Laboratory in Indianapolis, Indiana for analysis of volatile organic compounds (VOCs) (TO-15).

Cost of Tasks to be performed for HAND:

Task	Cost
Further Site Investigation (Time and Materials Not to Exceed)	\$38,817.38



VET will provide HAND with copies of all completed work material. We will produce the best product we are capable of while striving to be as cost-effective as possible. Thank you for this opportunity. If you have questions or comments regarding anything contained in this proposal, please do not hesitate to call the office at (812) 822-0400.

Respectfully submitted,



Sara R. Hamidovic, MS, PE, CHMM, CPESC
President/CEO, Principal Engineer



**IDEM Response to Comments and Further Site Investigation
Hopewell Blocks 4-7
Bloomington, Indiana 47404**

Activity	Note	Units	Type		Unit Cost	Total Cost
Task 1. Project Management - UST Closure						
Project Management and Desktop Reconnaissance	Principal Engineer	4	hours	@	\$156.55	\$626.20
	Senior Environmental Scientist	16	hours	@	\$105.55	\$1,688.80
Subtotal:						\$2,315.00
Task 2. Further Site Investigation						
Field Work - FSI	Principal Engineer	20	hours	@	\$156.55	\$3,131.00
	Senior Environmental Scientist	20	hours	@	\$105.55	\$2,111.00
	Environmental Technician	20	hours	@	\$75.90	\$1,518.00
	Mobilization/Demobilization	2	hours	@	\$75.90	\$151.80
Field Work - Well Development	Principal Engineer	8	hours	@	\$156.55	\$1,252.40
	Senior Environmental Scientist	8	hours	@	\$105.55	\$844.40
Field Equipment	Minirae 3000 PID	1	day	@	\$150.00	\$150.00
	FID	1	day	@	\$550.00	\$550.00
	Trimble GPS	1	day	@	\$150.00	\$150.00
	Typhoon Development Pump	1	day	@	\$50.00	\$50.00
	Munsell Chart	1	day	@	\$5.00	\$5.00
	Hand Tools	1	day	@	\$10.00	\$10.00
	55-gallon drum and label (permanent monitoring well development)	1	each	@	\$88.00	\$88.00
	Padlocks	3	each	@	\$11.00	\$33.00
	J-Plugs	3	each	@	\$11.44	\$34.32
	Vapor Sampling Trains	3	each	@	\$30.00	\$90.00
	Ice for Sample Preservation	10	bags	@	\$6.00	\$60.00
	Decontamination Kit	1	day	@	\$10.00	\$10.00
Drilling Subcontractor	Six Soil Borings, Three Piezometers, Three Epikarst Wells, Three Soil Vapor Implants	1	lump sum	@	\$ 10,148.75	\$ 10,148.75
Surface and Subsurface Soil Samples	VOCs (including lead scavengers) - 6 samples (Plus 1 Trip Blank and 1 Duplicate)	8	each	@	\$105.51	\$844.10
	PAHs - 6 samples (Plus 1 Duplicate)	7	each	@	\$108.68	\$760.73
	Lead - 6 samples (Plus 1 Duplicate)	7	each	@	\$14.66	\$102.64
	Arsenic - 6 samples (Plus 1 Duplicate)	7	each	@	\$14.66	\$102.64
Groundwater Samples	VOCs (including lead scavengers) - 3 samples (Plus 1 Trip Blank and 1 Duplicate)	5	each	@	\$105.51	\$527.56
	PAHs - 3 samples (Plus 1 Duplicate)	4	each	@	\$108.68	\$434.70
	Lead - (Filtered and Unfiltered) - 3 samples (Plus 1 Duplicate)	7	each	@	\$28.75	\$201.25
	Arsenic - (Filtered and Unfiltered) - 3 samples (Plus 1 Duplicate)	7	each	@	\$28.75	\$201.25
Soil Gas Sampling	VOCs - 3 Samples	3	each	@	\$224.25	\$672.75
Laboratory Analytical (Level IV)	Soil and Groundwater	1	each	@	\$86.25	\$86.25
Laboratory Analytical (Level IV)	Soil Gas	1	each	@	\$100.91	\$100.91
Daily Field Expense		1	day	@	\$25.00	\$25.00
Mileage (Two Vehicles, Two Round-Trips)		18.4	each	@	\$0.83	\$15.27
Subtotal						\$24,462.72
Task 3. Low-Flow Groundwater Monitoring Event						
Field Work - Low-Flow Groundwater Monitoring	Principal Engineer	8	hours	@	\$156.55	\$1,252.40
	Senior Environmental Scientist	8	hours	@	\$105.55	\$844.40
Field Equipment	QED Low-Flow System	1	day	@	\$410.00	\$410.00
	Low-Flow Bladder	3	each	@	\$13.00	\$39.00
	Low-Flow Grab Plate	3	each	@	\$7.00	\$21.00
Groundwater Samples	VOCs (including lead scavengers) - 3 samples (Plus 1 Trip Blank and 1 Duplicate)	5	each	@	\$105.51	\$527.56
	PAHs - 3 samples (Plus 1 Duplicate)	4	each	@	\$108.68	\$434.70
	Lead - (Unfiltered) - 3 samples (Plus 1 Duplicate)	4	each	@	\$28.75	\$115.00
	Arsenic - (Unfiltered) - 3 samples (Plus 1 Duplicate)	4	each	@	\$28.75	\$115.00
Laboratory Analytical (Level IV)	Groundwater	1	each	@	\$86.25	\$86.25
Daily Field Expense		1	day	@	\$25.00	\$25.00
Mileage (One Vehicles, One Round-Trip)		4.6	each	@	\$0.83	\$3.82
Subtotal						\$3,759.06
Task 4. Reporting						
FSI Reporting	Principal Engineer	12	hours	@	\$156.55	\$1,878.60
	Project Manager	16	hours	@	\$105.55	\$1,688.80
	Staff Project	16	hours	@	\$97.25	\$1,556.00
	GIS Analyst	16	hours	@	\$75.90	\$1,214.40
Soil Management Plan Reporting	Principal Engineer	4	hours	@	\$156.55	\$626.20
	Project Manager	12	hours	@	\$105.55	\$1,266.60
Office Expenses		1	each	@	\$50.00	\$50.00
Subtotal						\$8,280.60
Grand Total						\$38,817.38

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 \$1,739,311.38	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
	1i Environmental Consulting – for HUD funding	\$9,400 \$48,217.38	2024
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	\$17,600,851.83	June 2021 – Dec. 2024

Redevelopment Commission Resolution 24-41
Exhibit B

	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	\$269,657.35	2022-24
	9b Enhanced Security	Est.\$95,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
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 \$12,349.00	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 Shrewsberry
- 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
- 22-95 Cassidy Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs

2023

- 23-15 Tree Removal – 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
- 23-37 Preliminary Design Contract for Hopewell West – Crossroad
- 23-42 Construction Agreement for Phase 1 East – Milestone
- 23-45 Owner’s Representative Agreement – U3 Advisors
- 23-51 Parking Garage Assessment – CE Solutions
- 23-52 New Hopewell Website – Ten31
- 23-56 Amendment to Agreement for Security Patrols
- 23-61 Amendment to Agreement with 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
- 24-38 Fifth Amendment to Agreement for Security Patrols
- 24-41 Addendum to Agreement with VET for Environmental Services
- 24-42 Addendum to Agreement with Ann-Kriss for 714 S Rogers

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

24-42
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF CONTRACT WITH ANN-KRISS LLC TO SECURE 714 S ROGERS STREET

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns property as part of the Hopewell redevelopment project located at 714 S. Rogers Street (“Property”)
- WHEREAS, in Resolution 24-32, the RDC approved an agreement with Ann-Kriss LLC to clean up the Property and to board up and secure potential points of entry on the building (“Services”); and
- WHEREAS, Staff believe it is in the best interest of the project to add services to the Agreement with Ann-Kriss and secure second floor windows and doors on the Property and to remove two exterior exhaust pipes (“Additional Services”)
- WHEREAS, Ann-Kriss is willing to perform the Additional Services at the Property for an amount not to exceed an additional \$3,789, pursuant to the terms of an addendum to the Agreement attached to this Resolution as Exhibit A; and
- WHEREAS, the total amount for Agreement with the addendum shall not exceed \$12,349.00; and
- WHEREAS, the RDC has available funds in its maintenance account also known as the “444 account” and the Consolidated TIF to pay for the Services;

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

1. The RDC hereby approves the Addendum to the Agreement attached to this Resolution as Exhibit A with Ann-Kriss for the Services.
2. The RDC hereby approves payment not to exceed \$12,349.00 to be paid from either its maintenance fund (Account Number 444-15-150000-53990) or the Consolidated TIF (Expanded Adams Crossing Area) for the Services and Additional.
3. For the avoidance of doubt, nothing in the Agreement or Addendum remove the requirement to comply with the City and the RDC’s claims process.
4. The funding authorizations contained in this Resolution shall terminate on September 1, 2024, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deb Hutton, President

ATTEST:

Sue Sgambelluri, Secretary

Date

**ADDENDUM TO AGREEMENT BETWEEN BLOOMINGTON REDEVELOPMENT
COMMISSION AND ANN-KRISS**

This addendum by and between the City of Bloomington Redevelopment Commission (“Commission”) and Ann-Kriss LLC (“Contractor”) amends the parties’ Agreement entered into on April 17, 2024, (“Agreement”) as follows:

1. Article 24 of the Agreement provided for written modification of the Agreement that is signed by the parties.
2. Section 1 Scope of Services. Section 1 shall be amended to add additional services and scope of work to the agreement—specifically, that the Contractor will secure and install plywood over doors and windows on the second level of the building and remove two exterior exhaust pipes, as detailed in Exhibit 1 to this Amendment.
3. Section 4 Compensation. Section 4 of the agreement shall be modified in relevant part to add the extended services for an additional \$3,789.00 for a grand total amount that shall not exceed \$12,349.00.
3. In all other respects, the Agreement will remain in effect as originally written.

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

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

ANN-KRISS LLC

Deb Hutton, President

Dave Padgett, Owner

Date

Date

Ann-Kriss Llc.
736 S. Morton St
Bloomington, IN 47403
812/361-7620
annkrissllc@gmail.com

ESTIMATE

TO:
CITY OF BLOOMINGTON

S ROGERS ST.

401 N. MORTON ST.

BLOOMINGTON IN 47401

ATT. JD BORUFF

DATE: 5/2/24

DESCRIPTION OF WORK PERFORMED

INSTALL WOOD PLYWOOD/ FRAMING OVER 14 WINDOWS ON 2 ND LEVEL

INSTALL PLYWOOD OVER TWO DOORS ON SECOND LEVEL

REMOVE TWO EXTERIOR EXHAUST STACK PIPES

TOTAL ESTIMATE \$ 3,789.00

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 \$1,739,311.38	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
	1i Environmental Consulting – for HUD funding	\$9,400 \$48,217.38	2024
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	\$17,600,851.83	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	\$269,657.35	2022-24
	9b Enhanced Security	Est.\$95,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025
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 \$12,349.00	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 Shrewsberry
- 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
- 22-95 Cassidy Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs

2023

- 23-15 Tree Removal – 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East
- 23-36 Amended Project Review and Approval Form
- 23-37 Preliminary Design Contract for Hopewell West – Crossroad
- 23-42 Construction Agreement for Phase 1 East – Milestone
- 23-45 Owner’s Representative Agreement – U3 Advisors
- 23-51 Parking Garage Assessment – CE Solutions
- 23-52 New Hopewell Website – Ten31
- 23-56 Amendment to Agreement for Security Patrols
- 23-61 Amendment to Agreement with 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
- 24-38 Fifth Amendment to Agreement for Security Patrols
- 24-41 Addendum to Agreement with VET for Environmental Services
- 24-42 Addendum to Agreement with Ann-Kriss for 714 S Rogers

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____