

**AGENDA**  
**REDEVELOPMENT COMMISSION**  
**December 16, 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](mailto:anna.killionhanson@bloomington.in.gov) and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

<https://bloomington.zoom.us/j/84111948696?pwd=FkflCDFvuLILh1qYuN1fNgjdsbvyz0.1>

- I. ROLL CALL**
- II. READING OF THE MINUTES** – October 21, 2024
- III. EXAMINATION OF CLAIM REGISTERS** – November 8, 2024 for \$1,234,058.53 and November 22, 2024 for \$1,425,593.27
- IV. EXAMINATION OF PAYROLL REGISTERS** – November 27, 2024 for \$42,348.47
- V. REPORT OF OFFICERS AND COMMITTEES**
  - A. Director’s Report
  - B. Legal Report
  - C. Treasurer’s Report
  - D. Business Development Update
  - E. Hopewell Update
- VI. NEW BUSINESS**
  - A. **Resolution 24-88: Approval of Forge Lease Agreement with Branchfire, Inc. d.b.a. Folia**
  - B. **Resolution 24-89: Conveyance Agreement for Kohr Building Parcel in Hopewell**
  - C. **Resolution 24-90: Amendment to Agreement with Studio Axis for The Forge Design**
  - D. **Resolution 24-91: Approval of MOU with City of Bloomington for Encroachment in Trades District**
  - E. **Resolution 24-92: Approval of Connection Agreement with Duke Energy**
  - F. **Resolution 24-93: Approval of Payment for 4th Street Garage Repairs**
- 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](mailto:human.rights@bloomington.in.gov).*

**THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA**  
**met on Monday, December 2, 2024, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton**  
**Street, Room 135, and via Zoom, with President Deborah Myerson presiding:**  
**<https://catstv.net/m.php?q=14042>**

**I. ROLL CALL**

Commissioners Present: Deborah Myerson, John West, Sue Sgambelluri, Laurie McRobbie, and Sam Fleener, MCCSC Representative (Zoom)

Commissioners Absent: Randy Cassady

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

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

**II. READING OF THE MINUTES** – John West moved to approve the November 18, 2024 minutes. Sue Sgambelluri seconded the motion. Deborah Myerson abstained. The motion passed.

**III. REPORT OF OFFICERS AND COMMITTEES**

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

**B. Treasurer's Report:** Jessica McClellan reported that the RDC 2025 spending plan has been updated on the RDC website.

**C. Legal Report:** Larry Allen was available to answer questions.

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

**E. Trade District Updates:** John Fernandez gave an annual update on the Trades District, which is required as part of the Trades partnership agreement. The presentation slides are attached to the minutes.

**F. Hopewell Update:** Mary Krupinski reported that Hopewell South public offerings should be received by Friday, and we will work with U3 Advisors and Green Engineering to evaluate those offerings.

**IV. NEW BUSINESS**

**A. RDC Annual Informative Presentation – Reedy Financial:** Matt Frische presented the annual TIF impact report, which is a reporting requirement for Bloomington RDC. The presentation slides will be attached to the minutes.

**B. Resolution 24-85: Amendment to Agreement with Axis Architecture for Forge.**  
Jane Kupersmith stated that this resolution is to request additional funding for the Axis Architecture agreement. Kupersmith explained that after reviewing the resolution she realized the \$1,000 requested amount was incorrect. The contract was interrupted differently by the parties (architects and the City). The architects were operating under the assumption

that reimbursable expenses were not included in the contract and the City operated under the assumption that they were included. The correct amount needed to cover the final bill is \$6,208.26, which includes reimbursable expenses for the Forge project.

The commission was not comfortable with the amount of the increase and asked for a detailed statement of why their reimbursable expenses were so high.

Deborah Myerson asked if there was a motion to approve.

Sue Sgambelluri moved to approve Resolution 24-85. There was not a second motion to approve. The motion failed.

- C. Resolution 24-86: Approval of Notice of Termination filing with the Indiana Department of Environmental Management (IDEM).** Larry Allen stated this is to close out the storm-water permit that was open last year for the demolition of the legacy IU Health Bloomington Hospital.

Laurie McRobbie moved to approve Resolution 24-86. Sue Sgambelluri seconded the motion. The motion passed unanimously.

- D. Resolution 24-87: Approval of Lease Agreement for the Forge with ViVum AI**  
Resolution 24-87 was removed from the agenda and will be heard at a future meeting.

- E. Resolution 24-88: Approval of Lease Agreement for the Forge with Folia**  
John Fernandez stated that this is the first of several proposals to come in the following weeks. Folia is a software company and is currently a tenant at The Mill. Fernandez described the basic terms of the lease.

John West commented that parking details should probably be added to the lease. There were additional questions, comments, and recommendations from Commissioners.

John West moved to postpone Resolution 24-88 until the next meeting. Laurie McRobbie seconded the motion. The motion passed unanimously.

**V. BUSINESS/GENERAL DISCUSSION -**

- VII. ADJOURNMENT** – Sue Sgambelluri moved to adjourn. Laurie McRobbie seconded. The meeting adjourned at 6:10 p.m.

\_\_\_\_\_  
Deborah Myerson, President

\_\_\_\_\_  
John West, Secretary

Date: \_\_\_\_\_



**INDIANA'S DESTINATION FOR INNOVATION.**

Annual Report to Bloomington Redevelopment Commission

December 2, 2024

# Purpose of Annual Report

- Ensure transparency and accountability.
- Measure progress toward goals outlined in the agreement.
- Provide data for compliance with the EDA grant requirements.

Reporting Timeline: January 1, 2024 – December 2, 2024



# Topics and Metrics

1. Implementation of the Plan
2. The Forge construction & management
3. Trades District parcels sales
4. Development activities
5. Overall economic impact



# Implementation of the Plan

**Purpose of our agreement:** Engage The Mill to operationalize plans to support the Trades District, the Tech Center (The Forge), and the growth of the Greater Bloomington high tech and innovation employment sector.

Key elements of 2024 plan:

- Complete construction of The Forge, market and lease office space to employers in or target sectors;
- Market and secure transactions to sell the RDC-owned parcels in the Trades District;
- Conduct and facilitate programs complementary to the mission of the Tech Center and the Trades District.



# The Forge construction & management

1. Building is 'substantially complete' per the EDA grant agreement
  - a) Working with Weddle on punch list
  - b) StudioAxis finalizing common area furnishing order
2. Tenant Pipeline
  - a) 3 proposed leases in process representing 8296 RSF / 66% lease up
  - b) 1 term sheet awaiting tenant decision for 1900 – 2400 RSF
  - c) All tenants are in our target sectors, includes 2 Mill 'graduates', one national health tech company and a potential nano-tech corporate relocation
3. Plan called for 50% lease up in 2025. 28% occupancy required to break even on operating expenses





# Trades District parcels sales

1. Parcels 3 & 4 under contract for Trades District Hotel Project
  - a) Developer: Alluinn, LLC & Pure Development
  - b) Sales price: \$1,200,000
  - c) Site / development plan approval in progress
  - d) 150 rooms, premium brand, robust F&B amenities
  
2. Parcels 1 & 2 under contract
  - a) Buyer: The Dimension Mill, Inc.
  - b) Sales Price: \$4,600,000
  - c) Diligence in progress
  - d) Closing targeted by 12/31/2024



# Development activities

1. Trades District Garage Commercial Space
  - a) ESnet lease approved May 20, 2024 for 4059 RSF
  - b) Build out in progress
  - c) Occupancy by 1/31/2025
2. Lilly Endowment, Inc. Grant
  - a) Indiana University Bloomington received a **\$16 million** grant from Lilly Endowment Inc. accelerate transformation of the Trades District
  - b) Funds are being used to enhance infrastructure, foster partnerships, and build programs to attract high-tech businesses and talent.



# Development activities (cont.)

## Lilly Endowment Inc. grant use of funds includes:

### 1. The Mill

\$2,264,500 - Tenant improvement fund for The Forge

\$37,050 – Establish Bloomington Defense Hub in The Forge

\$5,263,200 Acquisition of the developable parcels from the City

\$330,000 - 2000SF addition to The Mill

\$81,500 – Materials & Supplies

### 2. \$5,069,733 to City for “Placemaking” investments

### 3. Implementation timeline envisions:

Funds available in 2024 for TI @ The Forge

Mill to acquire property by the end of 2024

Design / Build Mill expansion 2025

Establish Defense Hub by 2026



# Overall economic impact

1. Economic impact tracking model in progress. Plan to work with the Trades District Advisory Board to build model that can be updated annually.
2. \$5,800,000 in cumulative land sales proceeds
3. City's prior investments levered the \$16m IU Bloomington grant
4. The Forge construction project delivered \$12.8m in contracts to local trades (need to finalize model to determine the employment / local economic impact).



# Questions / follow up



**John Fernandez**

Senior Vice President,  
Innovation & Strategic  
Partnerships

The Mill

[John@dimensionmill.org](mailto:John@dimensionmill.org)







# City of Bloomington Redevelopment Commission

TIF IMPACT UPDATE

# Reporting Requirements

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

# Inside the RDC

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

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



# Financial Position

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

► Current and future long-term plans for the RDC

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

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

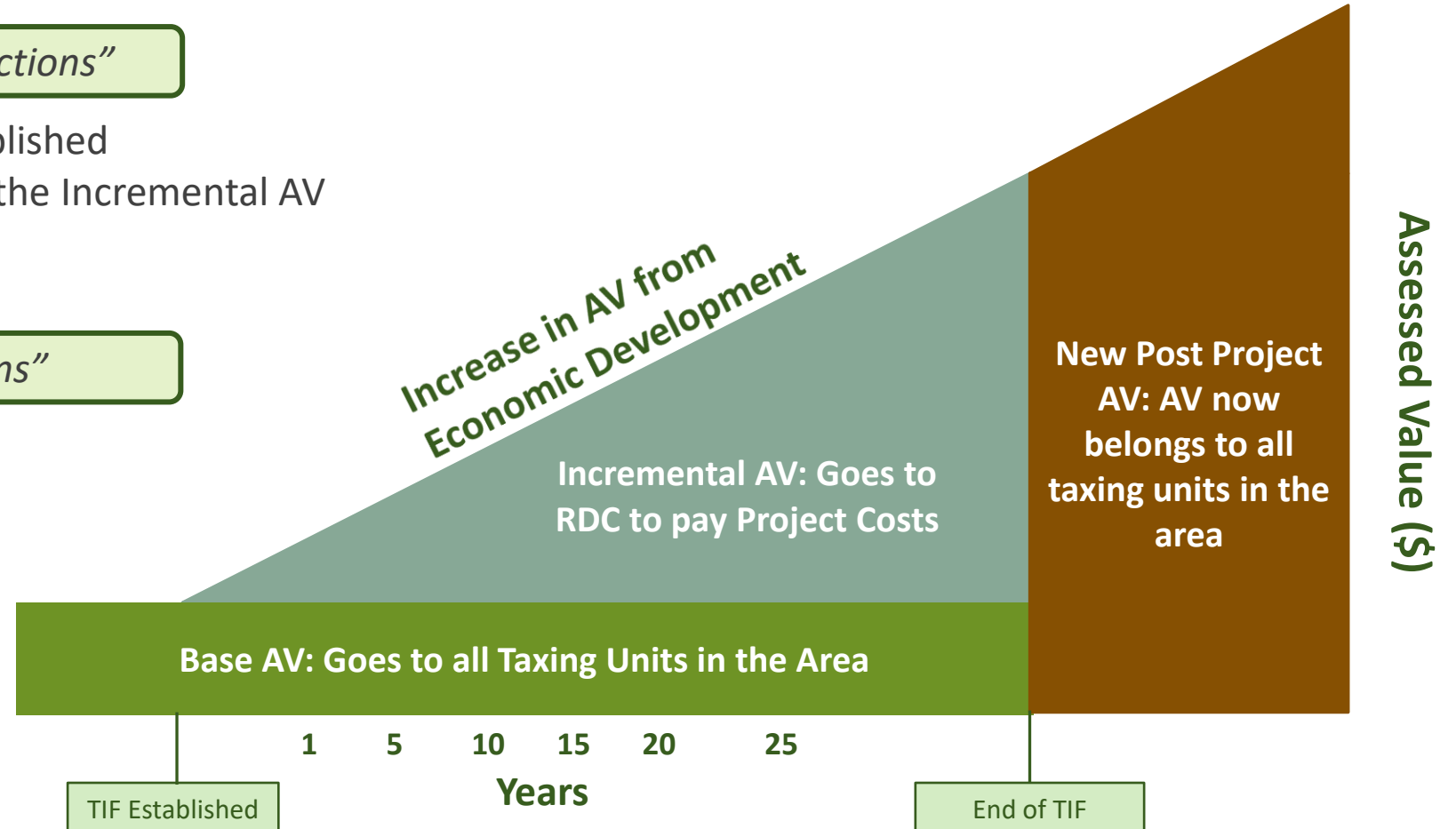
# How TIF works

## Base AV – “Overlapping Units Collections”

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

## Incremental AV – “TIF Collections”

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



# The TIF Impact Question

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

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

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

# TIF Impact Chart

Overlapping Units	CB Impact	Rate-Driven Funds Impact	Percent of Total Impact	2024 Budget	Impact as a Percent of 2024 Budget
Bloomington Civil City	\$ 50,674	\$ 460,163	5.21%	\$ 95,236,591	0.54%
Monroe County School Corporation	\$ 26,574		2.73%	\$ 170,441,105	0.02%
Monroe County	\$ 60,213	\$ 321,246	6.19%	\$ 72,628,639	0.53%
Monroe County Public Library	\$ 14,275		1.47%	\$ 12,759,387	0.11%
Bloomington Transit	\$ 1,931		0.20%	\$ 26,607,394	0.01%
Monroe County Solid Waste Management	\$ 4,141		0.43%	\$ 3,368,565	0.12%
Perry Township	\$ 987		0.10%	\$ 1,647,986	0.06%
Richland-Bean Blossom Community School Corporation	\$ 32,133		3.30%	\$ 37,018,448	0.09%
Bloomington Township	\$ 71		0.01%	\$ 1,474,350	0.00%
Richland Township	\$ 788		0.08%	\$ 1,680,977	0.05%
Van Buren Township	\$ -		0.00%	\$ 681,963	0.00%
	<b>\$ 191,787</b>	<b>\$ 781,409</b>			

**Total Revenues Without TIF**

**\$ 973,196**

**OR**

**2024 TIF Revenue Collections**

**\$ 17,863,234**

**Total Additional Revenue Because of RDC**

**\$ 16,890,038**

**TIF Margin: \$ 0.95**

► This is a conservative estimated TIF impact.

# TIF Impact Explained

## RDC TIF Margin

**\$0.95**

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

**\$16,890,038** will be collected due to the City's utilization of TIF = TIF Margin

Only **\$973,196** would be shared across all overlapping units should the TIF areas no longer exist = 2024 TIF Impact

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

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

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

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



# Questions?

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CITY BLOOMINGTON REDEVELOPMENT COMMISSION



**KERRY THOMSON**  
**MAYOR**

**CITY OF BLOOMINGTON**

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

**JESSICA MCCLELLAN**  
**CONTROLLER**

**CONTROLLER'S OFFICE**

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## **Claims Register Cover Letter**

To: Redevelopment Commission  
From: Jessica McClellan, Treasurer  
Date: 11-08-2024 (\$1,234,058.53)  
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 10-26-2024 to 11-08-2024. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

  
Cheryl Gilliland-Deputy Controller  
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 10-26-2024 to 11-08-2024, 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 10/26/24 - 11/08/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department <b>15 - HAND</b>										
Program <b>150500 - Housing</b>										
Account <b>53910 - Dues and Subscriptions</b>										
748 - National Community Development Association	FY25-197Dues	15-Membership dues July 1, 2024-June 30, 2025	Paid by EFT # 62283		10/29/2024	10/29/2024	11/08/2024		11/08/2024	940.00
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 1	\$940.00
Program <b>150500 - Housing</b> Totals									Invoice Transactions 1	\$940.00
Program <b>151000 - Neighborhood</b>										
Account <b>53960 - Grants</b>										
7903 - R. Pursell Custom Memorial (Pursell Monument)	1005	15-Neighborhood Improvement Grant-Prospect Hill-14 headstones	Paid by EFT # 62306		10/29/2024	10/29/2024	11/08/2024		11/08/2024	4,000.00
Account <b>53960 - Grants</b> Totals									Invoice Transactions 1	\$4,000.00
Program <b>151000 - Neighborhood</b> Totals									Invoice Transactions 1	\$4,000.00
Program <b>151600 - Title 16</b>										
Account <b>52110 - Office Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13Y7-YWFN-WN46	15-File Folders for Barry, & Mouse for Christina F	Paid by EFT # 62145		10/29/2024	10/29/2024	11/08/2024		11/08/2024	49.55
6530 - Office Depot, INC	390703814001	15-Marker and paper	Paid by EFT # 62287		10/29/2024	10/29/2024	11/08/2024		11/08/2024	20.36
6530 - Office Depot, INC	387164072001	15-Sharpie, Card Stock paper, tape dispenser, stapler	Paid by EFT # 62287		10/29/2024	10/29/2024	11/08/2024		11/08/2024	182.85
6530 - Office Depot, INC	387164071001	15-(2) Stapler, (2) Calculator	Paid by EFT # 62287		10/29/2024	10/29/2024	11/08/2024		11/08/2024	65.12
6530 - Office Depot, INC	387164073001	15-Mouspad	Paid by EFT # 62287		10/29/2024	10/29/2024	11/08/2024		11/08/2024	14.00
6530 - Office Depot, INC	389873499001	15-Pens, tape, markers, pen refills	Paid by EFT # 62287		10/29/2024	10/29/2024	11/08/2024		11/08/2024	74.26
Account <b>52110 - Office Supplies</b> Totals									Invoice Transactions 6	\$406.14
Account <b>53210 - Telephone</b>										
13969 - AT&T Mobility II, LLC	2872974211321024	06-cell phone chgs 09/12-10/11/24-Inv. 287297421132X101920 24	Paid by Check # 79262		10/30/2024	10/30/2024	10/30/2024		10/30/2024	245.75
Account <b>53210 - Telephone</b> Totals									Invoice Transactions 1	\$245.75
Account <b>53310 - Printing</b>										
3892 - Midwest Color Printing, INC	INV-21501HAND	15-250 Business cards R. Council	Paid by EFT # 62275		10/29/2024	10/29/2024	11/08/2024		11/08/2024	76.25
Account <b>53310 - Printing</b> Totals									Invoice Transactions 1	\$76.25





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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department 15 - HAND										
Program 151600 - Title 16										
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006691707	15-Legal Notice for BHQA 9-17 Meeting, Public Notice for Green A	Paid by EFT # 62218		10/29/2024	10/29/2024	11/08/2024		11/08/2024	39.00
Account 53320 - Advertising Totals										Invoice Transactions 1
										\$39.00
Account 53990 - Other Services and Charges										
9148 - Office Easel LLC	117543A	15-Department Swag for Events (500) Vinyl stitckers	Paid by EFT # 62288		10/29/2024	10/29/2024	11/08/2024		11/08/2024	232.01
9148 - Office Easel LLC	117598A	15-Department Swag for Events 3 sqft vinyl banner	Paid by EFT # 62288		10/29/2024	10/29/2024	11/08/2024		11/08/2024	24.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 2
Program 151600 - Title 16 Totals										\$256.01
										Invoice Transactions 11
										\$1,023.15
Program 152000 - Historic Preservation										
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006691707	15-Legal Notice for BHQA 9-17 Meeting, Public Notice for Green A	Paid by EFT # 62218		10/29/2024	10/29/2024	11/08/2024		11/08/2024	35.50
Account 53320 - Advertising Totals										Invoice Transactions 1
										\$35.50
Account 53960 - Grants										
9373 - Erin R Carter	6	15-Black Historical Tour Guide Research- 10/15/24	Paid by EFT # 62187		10/29/2024	10/29/2024	11/08/2024		11/08/2024	675.00
Account 53960 - Grants Totals										Invoice Transactions 1
Program 152000 - Historic Preservation Totals										\$675.00
Department 15 - HAND Totals										Invoice Transactions 2
Fund 101 - General Fund (S0101) Totals										\$710.50
										Invoice Transactions 15
										\$6,673.65
<b>Fund 153 - LIT – Economic Development</b>										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
9520 - ESF Old Towne LLC	R101-DRAUGHN	15-Security deposit assistance 203 E 17th Street -A. Draughn	Paid by EFT # 62209		10/29/2024	10/29/2024	11/08/2024		11/08/2024	500.00



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 153 - LIT – Economic Development</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53960 - Grants</b>										
102 - Professional Contracting, LLC (Steve's Roofing)	5433	15-Roofing removal/replacement-Mueller Pkway #82-Viera Roof Proj	Paid by EFT # 62305		10/29/2024	10/29/2024	11/08/2024		11/08/2024	9,400.00
5900 - VET Environmental Engineering, LLC	7941	15-Environmental Cleanup, 347 S Maple Street 10/16/24	Paid by EFT # 62351		10/29/2024	10/29/2024	11/08/2024		11/08/2024	14,400.00
Account <b>53960 - Grants</b> Totals							Invoice Transactions	3		\$24,300.00
Program <b>150000 - Main</b> Totals							Invoice Transactions	3		\$24,300.00
Department <b>15 - HAND</b> Totals							Invoice Transactions	3		\$24,300.00
Fund <b>153 - LIT – Economic Development</b> Totals							Invoice Transactions	3		\$24,300.00
<b>Fund 250 - CDBG</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53960 - Grants</b>										
6378 - ANN-KRISS, LLC	721-102424	15-CDBG-EHR-1600 N Willis, #63-Shields-install skirting/elect,/pl	Paid by EFT # 550		10/29/2024	10/29/2024	11/08/2024		11/08/2024	5,038.00
Account <b>53960 - Grants</b> Totals							Invoice Transactions	1		\$5,038.00
Program <b>150000 - Main</b> Totals							Invoice Transactions	1		\$5,038.00
Department <b>15 - HAND</b> Totals							Invoice Transactions	1		\$5,038.00
Fund <b>250 - CDBG</b> Totals							Invoice Transactions	1		\$5,038.00
<b>Fund 408 - Unsafe Housing</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
9235 - B&L Hazard Eco-Clean LLC (Bio One of Bloomington)	I375323	15-Abatement, 304 N Hopewell-Cleanup-8/28/24	Paid by EFT # 62154		10/29/2024	10/29/2024	11/08/2024		11/08/2024	350.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$350.00
Program <b>150000 - Main</b> Totals							Invoice Transactions	1		\$350.00
Department <b>15 - HAND</b> Totals							Invoice Transactions	1		\$350.00
Fund <b>408 - Unsafe Housing</b> Totals							Invoice Transactions	1		\$350.00
<b>Fund 439 - Consolidated TIF</b>										
Department <b>15 - HAND</b>										
Program <b>159001 - Adams Crossing Area</b>										
Account <b>53990 - Other Services and Charges</b>										
19362 - CrossRoad Engineers, PC	241588	15-Hopewell West - Jackson Street 08/31/24-09/27/24	Paid by EFT # 62196		10/29/2024	10/29/2024	11/08/2024		11/08/2024	35,461.20



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 439 - Consolidated TIF</b>										
Department <b>15 - HAND</b>										
Program <b>159001 - Adams Crossing Area</b>										
Account <b>53990 - Other Services and Charges</b>										
2671 - Hannum, Wagle & Cline Engineering (HWC Engineering)	2022-258-I-00017	15-1st Street Reconstruction-CE 08/26/24-09/29/24	Paid by EFT # 62226		10/29/2024	10/29/2024	11/08/2024		11/08/2024	60,575.88
8809 - U3 Advisors, INC	4028-024-009	15-Project Management-development of Hopewell - Sept 2024	Paid by EFT # 62348		10/29/2024	10/29/2024	11/08/2024		11/08/2024	10,686.00
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	3	\$106,723.08
Program <b>159001 - Adams Crossing Area</b> Totals								Invoice Transactions	3	\$106,723.08
Program <b>159002 - Downtown Area</b>										
Account <b>53990 - Other Services and Charges</b>										
512 - 7th & Walnut , LLC	PROPTAX-FALL24	06-Walnut St Garage-Fall 2023 Taxes Paid in 2024	Paid by EFT # 62137		10/29/2024	10/29/2024	11/08/2024		11/08/2024	40,716.12
3885 - Building Associates, INC	BLDAS-TECHCTR-12	04-Trades District Tech Center-App 12 (Inv #14997)	Paid by EFT # 62179		10/29/2024	10/29/2024	11/08/2024		11/08/2024	943,223.46
6714 - Dimension Mill, INC	2027	04-Technology Center Agreement Q4 2024	Paid by EFT # 62202		10/29/2024	10/29/2024	11/08/2024		11/08/2024	50,000.00
18844 - First Financial Bank, N.A.	BLDAS-TECHCTR-12	04-Trades District Tech Ctr-Bldg Assoc-App #12	Paid by Check # 79284		10/29/2024	10/29/2024	11/08/2024		11/08/2024	49,643.34
11272 - Patriot Engineering And Enviromental, INC	141162	04-Inspection Mat Testing servi-Trades District thru 09/30/24	Paid by EFT # 62295		10/29/2024	10/29/2024	11/08/2024		11/08/2024	1,532.25
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	5	\$1,085,115.17
Program <b>159002 - Downtown Area</b> Totals								Invoice Transactions	5	\$1,085,115.17
Program <b>159006 - West 17th Street Area</b>										
Account <b>53990 - Other Services and Charges</b>										
5409 - VS Engineering, INC	462825	15-17th Street WEST Construction Inspection ending 09/30/24	Paid by EFT # 62353		10/29/2024	10/29/2024	11/08/2024		11/08/2024	3,369.82
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions	1	\$3,369.82
Program <b>159006 - West 17th Street Area</b> Totals								Invoice Transactions	1	\$3,369.82
Department <b>15 - HAND</b> Totals								Invoice Transactions	9	\$1,195,208.07
Fund <b>439 - Consolidated TIF</b> Totals								Invoice Transactions	9	\$1,195,208.07



# Board of Redevelopment Commission Claim Register

Invoice Date Range 10/26/24 - 11/08/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>444 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
6378 - ANN-KRISS, LLC	72160-10924	04-Mill masonry repair for water coming through wall	Paid by EFT # 62148		10/29/2024	10/29/2024	11/08/2024		11/08/2024	788.00
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000519	15-Lawncare -RDC owned Properties September 2024	Paid by EFT # 62178		10/29/2024	10/29/2024	11/08/2024		11/08/2024	1,175.00
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006691792	15-Legal Public Notice_Hopewell Order #10593268	Paid by EFT # 62218		10/29/2024	10/29/2024	11/08/2024		11/08/2024	200.64
2260 - Republic Services, INC	0694-003531404	06-Trash serv-College Sq-222 S. College-Nov 2024, overage 10/16	Paid by EFT # 62133		10/30/2024	10/30/2024	10/30/2024		10/30/2024	229.79
208 - City Of Bloomington Utilities	4995-004 0924	15-627 N Morton Street-water/sewer bill September 2024	Paid by Check # 79264		10/30/2024	10/30/2024	10/30/2024		10/30/2024	65.37
223 - Duke Energy	9101205760681 024	15-Trades Dristict-Outdoor Lighting-elec chgs 9/17-10/16/24	Paid by Check # 79267		10/30/2024	10/30/2024	10/30/2024		10/30/2024	30.01
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	6		\$2,488.81
Program <b>150000 - Main</b> Totals							Invoice Transactions	6		\$2,488.81
Department <b>15 - HAND</b> Totals							Invoice Transactions	6		\$2,488.81
Fund <b>444 - RDC</b> Totals							Invoice Transactions	6		\$2,488.81
Grand Totals							Invoice Transactions	35		\$1,234,058.53

## REGISTER OF CLAIMS

### Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/08/24	Claims				\$1,234,058.53
					<u>\$1,234,058.53</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 \$1,234,058.53

Dated this 1<sup>st</sup> day of Nov. year of 2024.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Fiscal Office

Cheryl Millard



**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: 11-22-2024 (\$1,425,593.27)  
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 11-09-2024 to 11-22-2024. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

Cheryl Gilliland-Deputy Controller  
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 11-09-2024 to 11-22-2024, 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 11/09/24 - 11/22/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department <b>15 - HAND</b>										
Program <b>151000 - Neighborhood</b>										
Account <b>47260 - Sale of Scrap</b>										
663 - Council Of Neighborhood Associations (CONA)	NBRCLNUP-11.24'	15-Neighborhood Cleanup-Broadview-(2) JB Salvage scrap metal	Paid by EFT # 62451		11/12/2024	11/12/2024	11/22/2024		11/22/2024	294.30
Account <b>47260 - Sale of Scrap</b> Totals									Invoice Transactions 1	\$294.30
Account <b>53960 - Grants</b>										
19922 - Center For Sustainable Living, INC	S&SGRANT-2024	15-Seedling swap for neighborhood grant	Paid by EFT # 62437		11/12/2024	11/12/2024	11/22/2024		11/22/2024	500.00
Account <b>53960 - Grants</b> Totals									Invoice Transactions 1	\$500.00
Program <b>151000 - Neighborhood</b> Totals									Invoice Transactions 2	\$794.30
Program <b>151600 - Title 16</b>										
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	092224	15-Microsoft 365 Subscription for Jo Stong	Paid by Check # 79332		11/12/2024	11/12/2024	11/22/2024		11/22/2024	74.89
6891 - Gatehouse Media Indiana Holdings-Paper Subsc only	360519761-24	15-Newspaper Renewal Regular Subscription 12 month 09/06/24	Paid by Check # 79336		11/12/2024	11/12/2024	11/22/2024		11/22/2024	249.60
Account <b>53910 - Dues and Subscriptions</b> Totals									Invoice Transactions 2	\$324.49
Account <b>53990 - Other Services and Charges</b>										
1235 - Monroe County Apartment Association	3692	15-October 2024 Luncheon - Hewett	Paid by Check # 79345		11/12/2024	11/12/2024	11/22/2024		11/22/2024	30.00
Account <b>53990 - Other Services and Charges</b> Totals									Invoice Transactions 1	\$30.00
Program <b>151600 - Title 16</b> Totals									Invoice Transactions 3	\$354.49
Department <b>15 - HAND</b> Totals									Invoice Transactions 5	\$1,148.79
Fund <b>101 - General Fund (S0101)</b> Totals									Invoice Transactions 5	\$1,148.79
<b>Fund 153 - LIT - Economic Development</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53160 - Instruction</b>										
3560 - First Financial Bank / Credit Cards	5581775	15-Building Professional Institute training_Jo Stong	Paid by Check # 79332		11/12/2024	11/12/2024	11/22/2024		11/22/2024	360.00
3560 - First Financial Bank / Credit Cards	5581698	15-Building Professional Institute training-R. Davis	Paid by Check # 79332		11/12/2024	11/12/2024	11/22/2024		11/22/2024	360.00
Account <b>53160 - Instruction</b> Totals									Invoice Transactions 2	\$720.00





# Board of Redevelopment Commission Claim Register

Invoice Date Range 11/09/24 - 11/22/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>153 - LIT – Economic Development</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53910 - Dues and Subscriptions</b>										
3560 - First Financial Bank / Credit Cards	101879203	15-International Code Council Certification Renewal M. Swinney	Paid by Check # 79332		11/12/2024	11/12/2024	11/22/2024		11/22/2024	110.00
Account <b>53910 - Dues and Subscriptions</b> Totals								Invoice Transactions 1		\$110.00
Account <b>53960 - Grants</b>										
3390 - Bates Mechanical, INC	45717	15-EHR-2603 S Bryan St-K. Purdy	Paid by EFT # 62411		11/12/2024	11/12/2024	11/22/2024		11/22/2024	9,000.00
7878 - Monroe County Identify & Reduce Invas. Species INC	IRIS-11.22.24	15-Neighborhood Improvement Grant 11/06/24	Paid by EFT # 62545		11/12/2024	11/12/2024	11/22/2024		11/22/2024	2,000.00
Account <b>53960 - Grants</b> Totals								Invoice Transactions 2		\$11,000.00
Account <b>53990 - Other Services and Charges</b>										
7862 - Torrance E Hamilton (Winslow Ranch Marketing, LLC)	1489	15-Social Media Marketing for the HAND Dept-10/31/24	Paid by EFT # 62488		11/12/2024	11/12/2024	11/22/2024		11/22/2024	580.00
Account <b>53990 - Other Services and Charges</b> Totals								Invoice Transactions 1		\$580.00
Program <b>150000 - Main</b> Totals								Invoice Transactions 6		\$12,410.00
Department <b>15 - HAND</b> Totals								Invoice Transactions 6		\$12,410.00
Fund <b>153 - LIT – Economic Development</b> Totals								Invoice Transactions 6		\$12,410.00
Fund <b>250 - CDBG</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53960 - Grants</b>										
6378 - ANN-KRISS, LLC	721-110424	15-CDBG-EHR-Gary Shields-1600 N. Willis, #63-int/ext prep floor	Paid by EFT # 551		11/12/2024	11/12/2024	11/22/2024		11/22/2024	2,200.00
Account <b>53960 - Grants</b> Totals								Invoice Transactions 1		\$2,200.00
Program <b>150000 - Main</b> Totals								Invoice Transactions 1		\$2,200.00
Department <b>15 - HAND</b> Totals								Invoice Transactions 1		\$2,200.00
Fund <b>250 - CDBG</b> Totals								Invoice Transactions 1		\$2,200.00





# Board of Redevelopment Commission Claim Register

Invoice Date Range 11/09/24 - 11/22/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 254 - HOME</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
8655 - Benevate INC (Neighborly Software)	Inv12943	15-2 License subscription for 10/8/24-03/29/25	Paid by EFT # 286		11/12/2024	11/12/2024	11/22/2024		11/22/2024	2,472.00
8852 - Stephanie Hyten LaFontaine	000435562	15-reimb-Mo Co Rec-recording fees-Home fund documents-10/25/24	Paid by EFT # 287		11/12/2024	11/12/2024	11/22/2024		11/22/2024	55.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	2		\$2,527.00
Program <b>150000 - Main</b> Totals							Invoice Transactions	2		\$2,527.00
Department <b>15 - HAND</b> Totals							Invoice Transactions	2		\$2,527.00
Fund <b>254 - HOME</b> Totals							Invoice Transactions	2		\$2,527.00
<b>Fund 439 - Consolidated TIF</b>										
Department <b>15 - HAND</b>										
Program <b>159001 - Adams Crossing Area</b>										
Account <b>53990 - Other Services and Charges</b>										
18844 - First Financial Bank, N.A.	MILHOPEPHIE-AP13	15-Milestone-Hopewell PH1 E. Infrastructure-Sept 2024-App 12	Paid by Check # 79333		11/12/2024	11/12/2024	11/22/2024		11/22/2024	66,541.25
19278 - Milestone Contractors, LP	MILHOPEPHIE-AP13	15-Hopewell Phase 1 East Infrastructure 9/1-09/30/24-App 13	Paid by EFT # 62541		11/12/2024	11/12/2024	11/22/2024		11/22/2024	1,264,283.74
3444 - Rundell Ernstberger Associates, INC	2022-1671-24	15-Hopewell Phase 1 East - Inspection -serv thru 9/30/24	Paid by EFT # 62584		11/12/2024	11/12/2024	11/22/2024		11/22/2024	35,508.36
5907 - Natalie R Clark (Belcher Fencing LLC)	614	15-Old Blgtn Hospital site construction fence relocation	Paid by EFT # 62443		11/12/2024	11/12/2024	11/22/2024		11/22/2024	14,723.50
8809 - U3 Advisors, INC	4028-024-010	15-Project Management-development of Hopewell -Oct 2024	Paid by EFT # 62622		11/12/2024	11/12/2024	11/22/2024		11/22/2024	10,686.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	5		\$1,391,742.85
Program <b>159001 - Adams Crossing Area</b> Totals							Invoice Transactions	5		\$1,391,742.85
Department <b>15 - HAND</b> Totals							Invoice Transactions	5		\$1,391,742.85
Fund <b>439 - Consolidated TIF</b> Totals							Invoice Transactions	5		\$1,391,742.85
<b>Fund 444 - RDC</b>										



# Board of Redevelopment Commission Claim Register

Invoice Date Range 11/09/24 - 11/22/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>444 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
7077 - Kings III of America, LLC (Kings III Emergency)	2723545	06-Elevator Phone @ College Sq-applied thru 10/29/24	Paid by EFT # 62523		11/12/2024	11/12/2024	11/22/2024		11/22/2024	154.86
7414 - MAP Communications, INC (Live Voice)	000034-578-981	06-College Square-S. College-answering service-November 2024	Paid by Check # 79344		11/12/2024	11/12/2024	11/22/2024		11/22/2024	35.48
6688 - SSW Enterprises, LLC (Office Pride)	Inv-231769	06-Janitorial Service at College Square-11/1/24	Paid by EFT # 62599		11/12/2024	11/12/2024	11/22/2024		11/22/2024	397.50
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000524	15-Lawncare-RDC owned Properties-October 2024	Paid by EFT # 62429		11/12/2024	11/12/2024	11/22/2024		11/22/2024	2,160.00
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000525	15-Hopewell Site Clean-up- 11/04/24	Paid by EFT # 62429		11/12/2024	11/12/2024	11/22/2024		11/22/2024	4,920.00
7402 - Nature's Way, INC	66524	15-Interior Maintenance Billing for Showers West 10/23/24	Paid by EFT # 62553		11/12/2024	11/12/2024	11/22/2024		11/22/2024	144.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-232286	15-Janitorial Services- 5x per week- Showers West - 11/1/24	Paid by EFT # 62599		11/12/2024	11/12/2024	11/22/2024		11/22/2024	1,648.00
208 - City Of Bloomington Utilities	17199-002 1024	04-206 S. College-water/sewer bill-October 2024	Paid by Check # 79320		11/13/2024	11/13/2024	11/13/2024		11/13/2024	298.64
208 - City Of Bloomington Utilities	14660-004 1024	04-College Sq-216 S. College-water/sewer bill-October 2024	Paid by Check # 79320		11/13/2024	11/13/2024	11/13/2024		11/13/2024	148.95
223 - Duke Energy	9101205750331 024	04-College Sq-226 S. College Ave-elec chgs 09/26/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	489.96
223 - Duke Energy	9101205758431 024	04-College Sq-200 S. College Ave-elec. chgs 09/26/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	55.70
223 - Duke Energy	9101205761751 024	04-College Sq-202 S. College-elec. bill 09/26/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	132.15
223 - Duke Energy	9101205753641 024	04-College Sq-204 S. College Ave-electric bill 09/26/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	595.72
223 - Duke Energy	9101205762901 024	04-College Sq-208 S. College-elec. bill 09/26/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	495.02



# Board of Redevelopment Commission Claim Register

Invoice Date Range 11/09/24 - 11/22/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>444 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
223 - Duke Energy	9101205763991024	04-College Sq-210 S. College Ave-elec. chgs 09/26/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	132.66
223 - Duke Energy	9101205756791024	04-College Sq-222 S College Ave - elec serv 09/26/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	326.12
223 - Duke Energy	9101205760181024	04-College Sq-222 S College Ave -elec bill 09/26/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	195.05
223 - Duke Energy	9101205757281024	15-105 4th St W Misc Office 4-elec chgs 09/26/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	123.81
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12983827-2110624	04-College Sq-200 S. College-gas bill 10/02/24-11/01/24	Paid by Check # 79327		11/13/2024	11/13/2024	11/13/2024		11/13/2024	32.89
208 - City Of Bloomington Utilities	4995-004 1024	15-627 N Morton Street-water/sewer bill October 2024	Paid by Check # 79320		11/13/2024	11/13/2024	11/13/2024		11/13/2024	61.39
223 - Duke Energy	9101205748681024	15-105 W 4th St-Misc:Office 2-elec chgs 09/28/24-10/28/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	87.97
223 - Duke Energy	9101212104031024	15-105 W 4th St Misc Office 1-elec chgs 09/26/24-10/25/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	24.95
223 - Duke Energy	9101704000360924	15-617 N Madison St-Fire Pump-elec chgs 08/27/24-09/20/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	17.72
223 - Duke Energy	9101704000361024	15-617 N Madison St-Fire Pump-elec chgs 09/21/24-10/23/24	Paid by Check # 79326		11/13/2024	11/13/2024	11/13/2024		11/13/2024	21.26
2260 - Republic Services, INC	0694-003530729	04-627 N Morton-trash serv-Nov 2024-overage 9/26-10/17	Paid by EFT # 62384		11/13/2024	11/13/2024	11/13/2024		11/13/2024	453.11
12283 - Smithville Communications	401NMRTN-110124	25-Smithville-Internet November 2024- includes BFD	Paid by Check # 79328		11/13/2024	11/13/2024	11/13/2024		11/13/2024	385.00
223 - Duke Energy	9101205752311024	04-216 S. College-elec chgs 09/26/24-10/28/24	Edit		11/20/2024	11/20/2024	11/20/2024			113.19
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888138-0110624	04-College Sq-216 . College-gas bill 10/02/24-11/01/24	Edit		11/20/2024	11/20/2024	11/20/2024			98.53



# Board of Redevelopment Commission Claim Register

Invoice Date Range 11/09/24 - 11/22/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>444 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	28		\$13,749.63
Program <b>150000 - Main</b> Totals							Invoice Transactions	28		\$13,749.63
Department <b>15 - HAND</b> Totals							Invoice Transactions	28		\$13,749.63
Fund <b>444 - RDC</b> Totals							Invoice Transactions	28		\$13,749.63
Fund <b>905 - Housing Develop (Ord16-41)(S9506)</b>										
Department <b>15 - HAND</b>										
Program <b>150500 - Housing</b>										
Account <b>53990 - Other Services and Charges</b>										
7768 - Bloomington Cooperative Living Incorporated	Oct-24	15-HDF-410 W. Kirkwood Ave-October 2024 Bookkeeping	Paid by EFT # 62417		11/12/2024	11/12/2024	11/22/2024		11/22/2024	1,815.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$1,815.00
Program <b>150500 - Housing</b> Totals							Invoice Transactions	1		\$1,815.00
Department <b>15 - HAND</b> Totals							Invoice Transactions	1		\$1,815.00
Fund <b>905 - Housing Develop (Ord16-41)(S9506)</b> Totals							Invoice Transactions	1		\$1,815.00
Grand Totals							Invoice Transactions	48		\$1,425,593.27

## REGISTER OF CLAIMS

### Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/22/24	Claims				\$1,425,593.27
					<u>\$1,425,593.27</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 \$1,425,593.27

Dated this 15<sup>th</sup> day of Nov year of 2024.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Fiscal Office Cheryl Sullivan



**KERRY THOMSON**  
**MAYOR**

**CITY OF BLOOMINGTON**  
401 N Morton St

Post Office Box 100  
Bloomington IN 47402

**JESSICA MCCLELLAN**  
**CONTROLLER**

**CONTROLLER'S OFFICE**  
p 812.349.3416

f 812.349.3456  
controller@bloomington.in.gov

## **Payroll Register Cover Letter**

**To:** Redevelopment Commission  
**From:** Jessica McClellan, Controller  
**Date:** November 27, 2024  
**Re:** Payroll Register

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City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 11/11/2024 to 11/24/2024. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.

  
\_\_\_\_\_  
Jessica McClellan  
Controller



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 11/27/24 - 11/27/24

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 Arnold, Michael L 0051	11/27/2024	2,277.42		.00	200.26	138.84	32.48	67.86	42.75	178.23	1,617.00
			.00	.00	2,139.37	2,239.37	2,239.37	2,139.37	2,139.37		
		\$2,277.42	\$0.00	\$0.00	\$200.26	\$138.84	\$32.48	\$67.86	\$42.75	\$178.23	\$1,617.00
10000 Bixler, Daniel R 2594	11/27/2024	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
2972 Caswell, Tammy M	11/27/2024	2,134.61		.00	158.52	130.92	30.62	67.72	45.08	80.70	1,621.05
			.00	.00	2,096.60	2,111.60	2,111.60	2,096.60	2,096.60		
		\$2,134.61	\$0.00	\$0.00	\$158.52	\$130.92	\$30.62	\$67.72	\$45.08	\$80.70	\$1,621.05
10000 Collins, Barry 0111	11/27/2024	375.00		.00	130.00	23.25	5.44	12.11	6.56	.00	197.64
			.00	.00	375.00	375.00	375.00	375.00	375.00		
		\$375.00	\$0.00	\$0.00	\$130.00	\$23.25	\$5.44	\$12.11	\$6.56	\$0.00	\$197.64
2771 Council, David R	11/27/2024	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	11/27/2024	1,857.69		.00	196.85	122.86	28.73	62.84	39.59	106.35	1,300.47
			.00	.00	1,945.54	1,981.54	1,981.54	1,945.54	1,945.54		
		\$1,857.69	\$0.00	\$0.00	\$196.85	\$122.86	\$28.73	\$62.84	\$39.59	\$106.35	\$1,300.47
10000 Finley, Christina L 0187	11/27/2024	3,403.85		.00	507.04	211.44	49.45	108.59	69.20	33.78	2,424.35
			.00	.00	3,400.35	3,410.35	3,410.35	3,400.35	3,400.35		
		\$3,403.85	\$0.00	\$0.00	\$507.04	\$211.44	\$49.45	\$108.59	\$69.20	\$33.78	\$2,424.35
2393 Hayes, Chastina J	11/27/2024	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	11/27/2024	1,730.77		.00	124.31	102.52	23.98	53.41	33.65	99.91	1,292.99
			.00	.00	1,653.55	1,653.55	1,653.55	1,653.55	1,653.55		
		\$1,730.77	\$0.00	\$0.00	\$124.31	\$102.52	\$23.98	\$53.41	\$33.65	\$99.91	\$1,292.99
			\$0.00	\$0.00	\$1,653.55	\$1,653.55	\$1,653.55	\$1,653.55	\$1,653.55		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 11/27/24 - 11/27/24

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 Hewett, John H 0251	11/27/2024	2,311.86		.00	197.45	130.23	30.46	63.00	39.69	454.02	1,397.01
			.00	.00	1,950.56	2,100.56	2,100.56	1,950.56	1,950.56		
		\$2,311.86		\$0.00	\$197.45	\$130.23	\$30.46	\$63.00	\$39.69	\$454.02	\$1,397.01
			\$0.00	\$0.00	\$1,950.56	\$2,100.56	\$2,100.56	\$1,950.56	\$1,950.56		
3183 Hyten LaFontaine, Stephanie L	11/27/2024	2,301.92		.00	155.94	139.78	32.69	50.59	31.87	697.27	1,193.78
			.00	.00	1,604.65	2,254.65	2,254.65	1,604.65	1,604.65		
		\$2,301.92		\$0.00	\$155.94	\$139.78	\$32.69	\$50.59	\$31.87	\$697.27	\$1,193.78
			\$0.00	\$0.00	\$1,604.65	\$2,254.65	\$2,254.65	\$1,604.65	\$1,604.65		
3306 Killion-Hanson, Anna	11/27/2024	4,507.15		.00	282.96	264.79	61.92	137.95	86.91	236.36	3,436.26
			.00	.00	4,270.79	4,270.79	4,270.79	4,270.79	4,270.79		
		\$4,507.15		\$0.00	\$282.96	\$264.79	\$61.92	\$137.95	\$86.91	\$236.36	\$3,436.26
			\$0.00	\$0.00	\$4,270.79	\$4,270.79	\$4,270.79	\$4,270.79	\$4,270.79		
1516 Liford, Kenneth T	11/27/2024	1,896.31		.00	130.88	117.58	27.49	60.28	37.98	46.60	1,475.50
			.00	.00	1,866.31	1,896.31	1,896.31	1,866.31	1,866.31		
		\$1,896.31		\$0.00	\$130.88	\$117.58	\$27.49	\$60.28	\$37.98	\$46.60	\$1,475.50
			\$0.00	\$0.00	\$1,866.31	\$1,896.31	\$1,896.31	\$1,866.31	\$1,866.31		
2557 Radewan, Tonda L	11/27/2024	1,672.00		.00	108.92	94.57	22.12	48.03	30.26	146.70	1,221.40
			.00	.00	1,525.30	1,525.30	1,525.30	1,525.30	1,525.30		
		\$1,672.00		\$0.00	\$108.92	\$94.57	\$22.12	\$48.03	\$30.26	\$146.70	\$1,221.40
			\$0.00	\$0.00	\$1,525.30	\$1,525.30	\$1,525.30	\$1,525.30	\$1,525.30		
1378 Sandweiss, Noah S	11/27/2024	2,307.69		.00	247.47	137.67	32.20	70.48	44.08	102.48	1,673.31
			.00	.00	2,220.48	2,220.48	2,220.48	2,220.48	2,220.48		
		\$2,307.69		\$0.00	\$247.47	\$137.67	\$32.20	\$70.48	\$44.08	\$102.48	\$1,673.31
			\$0.00	\$0.00	\$2,220.48	\$2,220.48	\$2,220.48	\$2,220.48	\$2,220.48		
10000 Stong, Mary J 0471	11/27/2024	2,019.81		.00	180.01	113.47	26.54	58.31	36.74	350.24	1,254.50
			.00	.00	1,805.21	1,830.21	1,830.21	1,805.21	1,805.21		
		\$2,019.81		\$0.00	\$180.01	\$113.47	\$26.54	\$58.31	\$36.74	\$350.24	\$1,254.50
			\$0.00	\$0.00	\$1,805.21	\$1,830.21	\$1,830.21	\$1,805.21	\$1,805.21		
504 Swinney, Matthew P	11/27/2024	2,210.12		.00	318.25	137.41	32.13	71.10	44.80	37.94	1,568.49
			.00	.00	2,201.31	2,216.31	2,216.31	2,201.31	2,201.31		
		\$2,210.12		\$0.00	\$318.25	\$137.41	\$32.13	\$71.10	\$44.80	\$37.94	\$1,568.49
			\$0.00	\$0.00	\$2,201.31	\$2,216.31	\$2,216.31	\$2,201.31	\$2,201.31		
2477 Toothman, Cody B	11/27/2024	2,210.11		.00	56.49	127.73	29.88	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	\$56.49	\$127.73	\$29.88	\$65.30	\$39.58	\$155.16	\$1,735.97
			\$0.00	\$0.00	\$2,060.18	\$2,060.18	\$2,060.18	\$2,060.18	\$2,060.18		





# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 11/27/24 - 11/27/24

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
2305 Van Rooy, Angela L	11/27/2024	2,082.98		.00	113.03	129.15	30.21	60.82	38.32	224.25	1,487.20
			.00	.00	1,882.98	2,082.98	2,082.98	1,882.98	1,882.98		
		\$2,082.98		\$0.00	\$113.03	\$129.15	\$30.21	\$60.82	\$38.32	\$224.25	\$1,487.20
			\$0.00	\$0.00	\$1,882.98	\$2,082.98	\$2,082.98	\$1,882.98	\$1,882.98		
728 Wright, Edward E	11/27/2024	1,701.01		.00	151.07	96.97	22.68	50.52	27.37	167.00	1,185.40
			.00	.00	1,564.02	1,564.02	1,564.02	1,564.02	1,564.02		
		\$1,701.01		\$0.00	\$151.07	\$96.97	\$22.68	\$50.52	\$27.37	\$167.00	\$1,185.40
			\$0.00	\$0.00	\$1,564.02	\$1,564.02	\$1,564.02	\$1,564.02	\$1,564.02		
<b>HAND - Housing &amp; Neighborhood Dev</b>		\$42,348.47		\$0.00	\$3,607.10	\$2,518.65	\$589.05	\$1,259.37	\$784.02	\$3,926.27	\$29,664.01
			\$0.00	\$0.00	\$39,297.11	\$40,623.11	\$40,623.11	\$39,297.11	\$39,297.11		
Grand Totals		\$42,348.47		\$0.00	\$3,607.10	\$2,518.65	\$589.05	\$1,259.37	\$784.02	\$3,926.27	\$29,664.01
			\$0.00	\$0.00	\$39,297.11	\$40,623.11	\$40,623.11	\$39,297.11	\$39,297.11		

\*\*\*\*\* Multiple Taxes or Deductions Exist.

**REGISTER OF PAYROLL CLAIMS**

**Board: Redevelopment Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/27/2024	Payroll				42,348.47
					<u>42,348.47</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 \$ 42,348.47

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 \_\_\_\_\_

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

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

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

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

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

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

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

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

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

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Deborah Myerson, President

ATTEST:

---

John West, Secretary

---

Date

**TRADES DISTRICT THE FORGE  
LEASE**

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

WITNESSETH:

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

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

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

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

**2. Initial Term; Commencement Date.**

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

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

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

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

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

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

3(b). Building Common Area Costs and Tenant Expenses. It is the intention that this Lease shall be a Triple Net Lease (NNN) to reimburse The Mill and without limiting the

generality of the foregoing, Tenant shall be required to pay 4.91% [Premises SF/Total RSF, (618 sf /12,577sf)] of the following charges and operating expenses as Additional Rent known as Common Area Maintenance (“CAM”) charges (“CAM Costs”) in addition to the Base. The annual CAM Costs for the initial year of the Lease shall be \$7.88 per square foot (\$4869.84). These CAM charges of actual expenses will be billed in arrears on a monthly basis:

CAM Costs include:

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

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

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

**Initial Monthly Rent and Additional Rent payments:**

	Monthly	Annually
Base Rent	\$1081.50	\$12,978.00
CAM Costs	\$405.82	\$4,869.84
<b>TOTAL RENT</b>	<b>\$1,487.32</b>	<b>\$17,847.84</b>

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

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

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

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

6. **Damage Deposit.** Upon execution of this Lease, Tenant will provide The Mill a payment equal to one monthly payment of Base Rent as a damage deposit (“Deposit”). Upon termination of this Lease and move-out by the Tenant, the parties will inspect the Premises and determine if there are damages that require repair, in which case the Deposit



provided may be used for such purpose at the discretion of The Mill. In the event there are no damages, the Deposit shall be returned to Tenant within thirty (30) days.

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

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

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

**10. Compliance with EDA Restrictive Covenants.**

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

i. Real property or equipment acquired or improved with EDA Investment Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the financial assistance award and EDA policies including non-relocation, adequate consideration and environmental compliance. Further, said property may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. § 302.20 or for inherently religious activities prohibited by applicable federal law.

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

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

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

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

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

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

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

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

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

vii. Any other applicable non-discrimination laws.

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

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

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

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

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

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

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

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

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

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

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

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

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

## 20. Assignment and Subletting

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

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

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

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

**21. Destruction, Condemnation or Force Majeure.** If The Forge is partially destroyed in a manner that prevents the conducting of Tenant's business in a usual and customary manner, and if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction, The Mill and RDC, at its election, may repair The Forge. Payment under this Lease shall abate during the period of days the Premises cannot be used by the Tenant, provided that the damages and destruction were not caused by the Tenant. If The Mill and RDC are prevented from repairing the damage by forces beyond The Mill and RDC's control, or if the property is condemned, this Lease shall terminate. Upon an occurrence that would be considered *force majeure*, which are conditions that prevent performance of this Lease by either party due to, without limitation, riot, acts of

war, natural disasters, pandemic or other causes beyond the control of either party, the affected party shall provide prompt written notice to the other party, and all obligations under this Lease shall be suspended for as long as such force majeure event continues, provided that the affected party continues to exercise diligent efforts to recommence performance to whatever extent possible.

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

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

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

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

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

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

Tenant:                   Folia  
                                642 N Madison Street  
                                Bloomington, IN 47404

With an email copy to: legal@folia.com

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

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

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

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

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

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

So agreed on the date first written above.

The Dimension Mill, Inc.

By: \_\_\_\_\_

Pat East

Its: Executive Director

TENANT:

By: \_\_\_\_\_

Ravi Bhatt

Its: Chief Executive Officer



**EXHIBIT A**

**DESCRIPTION OF PREMISES**

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

**(Floor Plan with Dimensions Attached)**

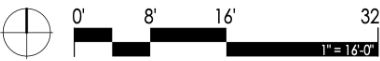
Exhibit A

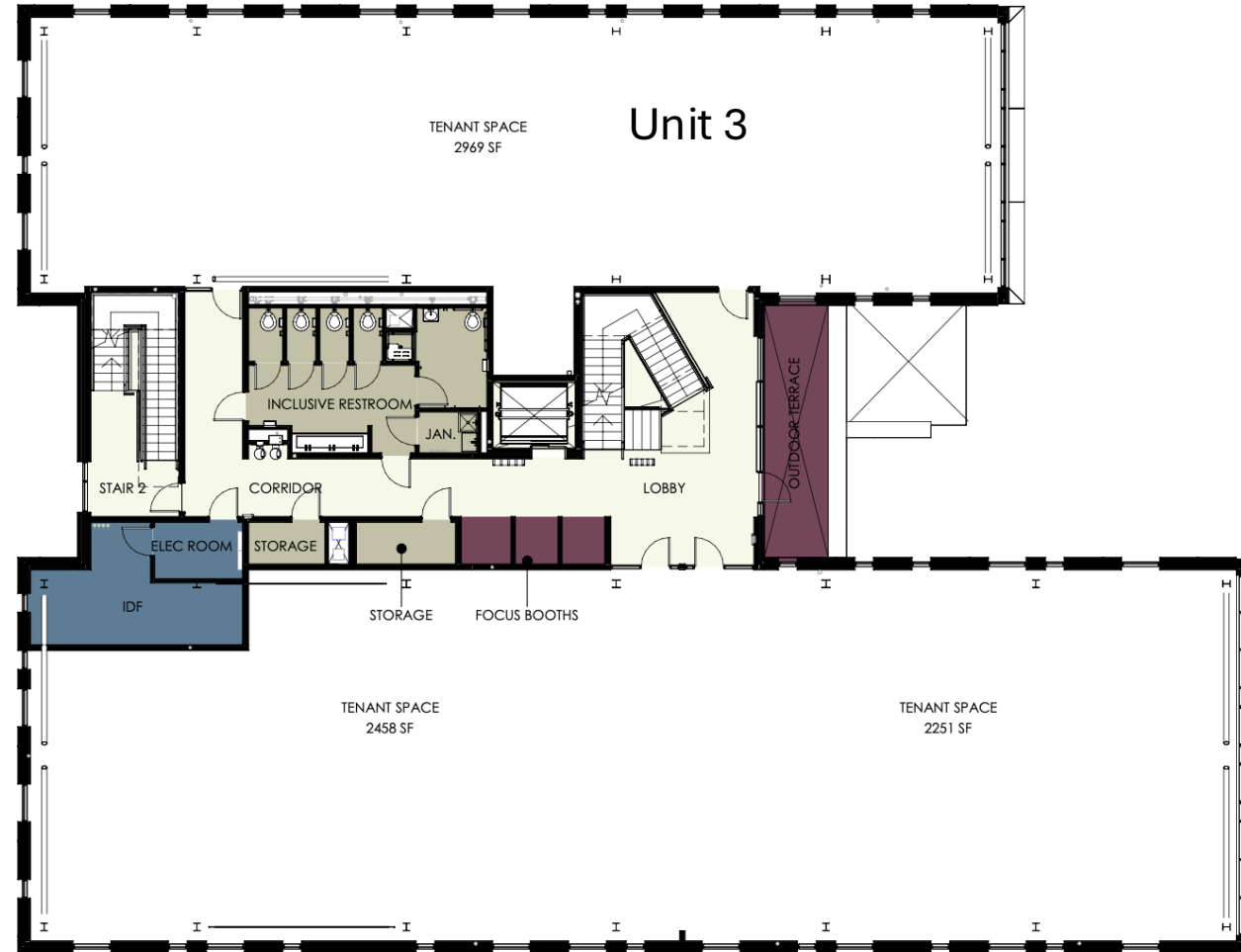


Department Legend

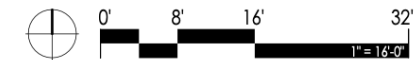
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- LOBBY
- MEP
- SERVICE
- TENANT

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

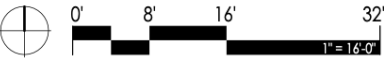
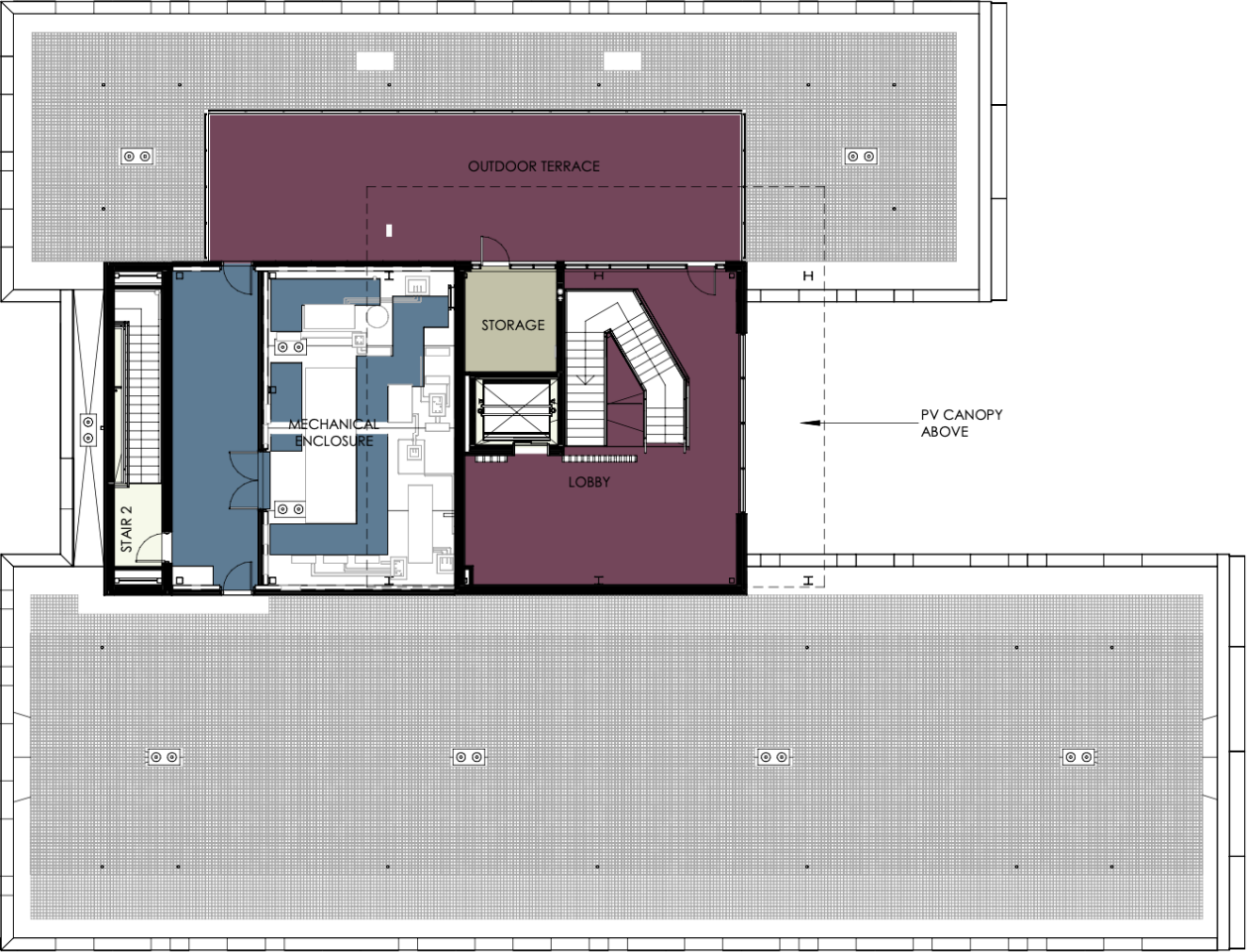




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- MEP
- SERVICE
- TENANT



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



**ADDENDUM 1 - RENT ADJUSTMENTS TO LEASE AGREEMENT DATED**

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**BY AND BETWEEN**

**Folia**

**AND**

**THE MILL**

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

**24-89**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF CONVEYANCE OF HOPEWELL KOHR BUILDING TO  
BLOOMINGTON HOUSING AUTHORITY**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) is authorized to fund redevelopment of areas within the Consolidated TIF, and
- WHEREAS, in Resolution 18-31, the RDC approved an agreement to purchase the Old Hospital Site, which is set to become the new Hopewell neighborhood; and
- WHEREAS, as part of the purchase agreement, the RDC elected to keep the Kohr Administration Building and not have it included in the demolition of the main site so that it could be redeveloped; and
- WHEREAS, Indiana Code § 36-7-14-22 outlines the statutory process that the RDC must follow in order to sell real property, including obtaining two independent appraisals, issuing a notice of offering, and only accepting offers within thirty (30) days after the opening of the written offers that match or exceed the offering price authorized by the RDC; and
- WHEREAS, the RDC approved the notice of offering for the property in Resolution 23-38 in accordance with Ind. Code chapter 36-7-14; and
- WHEREAS, the written offers for the property were received and opened on May 23, 2023; and
- WHEREAS, the RDC received a proposal from Brinshore to redevelop the Kohr Building into affordable housing in partnership with the Bloomington Housing Authority and Centerstone to renovate the Kohr property for use as affordable housing (“Project”); and
- WHEREAS, under the submitted proposal, the RDC would convey the real estate (Lot to the Bloomington Housing Authority, and the property’s limited partnership would own and operate the improvements and completed affordable housing complex; and
- WHEREAS, in Resolution 23-53, the RDC approved submission of a site control letter that stated its support for the Project and the RDC’s intent to convey the parcel upon which the existing Kohr Building for the Project; and
- WHEREAS, BHA and Brinshore were awarded Low Income Housing Tax Credit (LIHTC) for the Project; and

WHEREAS, staff have negotiated a conveyance agreement with Bloomington Housing Authority and Brinshore for the sale of Kohr property, which is attached to this Resolution as Exhibit A (“Conveyance Agreement”).

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public’s best interests.
2. The RDC hereby approves the Conveyance Agreement attached to this Resolution as Exhibit A, and authorizes its President, Deborah Myerson, or her designee to sign the Agreement and all documents necessary for closing on its behalf.
3. The RDC authorizes City staff to make the expenditures necessary to perform its obligations under the Conveyance Agreement, including obtaining title insurance. City staff shall report on the cost of these items at the next meeting of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Deborah Myerson, President

ATTEST:

---

John West, Secretary

---

Date

## **REAL ESTATE CONVEYANCE AGREEMENT**

This Real Estate Conveyance Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of December, 2024 (the “Effective Date”), by and between the City of Bloomington Redevelopment Commission (“RDC”) and the Housing Authority of the City of Bloomington, Indiana (“Purchaser”).

### **RECITALS**

- A. The RDC owns real property and improvements (hereinafter referred to as “Real Estate”) of historic and architectural significance in Bloomington, Indiana, commonly known as the Kohr Building and located at 601 West Second Street, in Monroe County, Indiana, which is depicted in **Exhibit A**, and more particularly described as follows:

*Lot 19 in Hopewell West Subdivision – Secondary Plat, which is anticipated to be recorded in the Office of the Recorder of Monroe County, Indiana prior to Closing.*

- B. Purchaser recognizes that the Real Estate includes a historic structure.
- C. Pursuant to Indiana Code Section 36-7-14-22.2, the RDC desires to convey the Real Estate to Purchaser and, pursuant to its governing authority, Purchaser desires to accept the Real Estate and any and all improvements located on the Real Estate, subject and according to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual representations, benefits and covenants contained in this Agreement and subject to the warranty deed executed in connection with this Agreement, the RDC and Purchaser covenant and agree as follows:

### **TERMS AND CONDITIONS**

1. **Agreement to Convey and Purchase Price:** The RDC agrees to convey the Real Estate to Purchaser for Ten Dollars (\$10.00) and for other valuable consideration described in this Agreement. Purchaser agrees to accept the Real Estate from the RDC. The Purchase Price shall be paid by Purchaser to RDC at the Closing in immediately available cash proceeds.
2. **Closing:** The purchase and sale of the Real Estate shall be closed on within thirty (30) days following the expiration or Purchaser’s waiver of the Conditions Precedent to Closing as set forth in Section 3, subject to the terms and conditions set forth in this Agreement, unless the parties mutually agree to a different date and/or time. The purchase and sale of the Real Estate shall be closed at a time, date, and location mutually agreed to by the parties. The date and event of the consummation of the purchase and sale of the Real Estate as contemplated hereby is referred to herein, respectively, as the “Closing Date” and the “Closing.”



3. **Conditions Precedent to Closing:** Purchaser's obligations hereunder shall be subject to the condition that as of the Closing Date there is no breach of any of RDC's representations or warranties hereunder and to the satisfaction of the following additional conditions precedent:

- A. **Title Insurance.** Title to the Real Estate shall be good and merchantable and shall be conveyed to Purchaser free and clear of any and all liens, encumbrances, claims and interests of any kind or nature whatsoever except the following:

- (1) current real estate taxes not delinquent; and
- (2) such other leases, liens, rights, and encumbrances as may be approved by Purchaser in writing (collectively, "Permitted Exceptions").

As evidence of such title, Purchaser shall, at Purchaser's sole cost and expense, obtain a commitment ("Commitment") for an ALTA owner's policy of title insurance issued by the Title Company, together with legible copies of all instruments identified as exceptions in the Commitment, in which Commitment the Title Insurer shall agree to insure in an amount equal to the Purchase Price that upon delivery of a general warranty deed from RDC to Purchaser, Purchaser shall have fee simple title to the Real Estate free and clear of all matters normally excluded by the preprinted exceptions and of all liens, encumbrances, claims, and interests except for Permitted Exceptions. Permitted Exceptions shall be determined by Purchaser, in its sole and absolute discretion, within **thirty (30)** days after receipt of the Commitment. If any exceptions, other than Permitted Exceptions, are not able to be cured by RDC within **thirty (30)** days after receipt of notice thereof from Purchaser, or are not waived by Purchaser, Purchaser shall have the right to terminate this Agreement by written notice to RDC, in which event, neither party shall have any further obligation hereunder. If Purchaser does not give timely notice of its election to terminate as described above, this Agreement shall continue in full force and affect. Any closing fee charged by Title Company shall be paid by Purchaser.

- B. **Approval by the Redevelopment Commission.** Purchaser's obligation to close on the purchase of the Real Estate is contingent upon Purchaser receiving any and all necessary approvals from the RDC on or before December 31, 2024. If such approval is not received by Purchaser on or before such date then Purchaser may terminate this Agreement by written notice to RDC.

- C. **Feasibility Period.** Purchaser shall have **sixty (60)** days after the Effective Date to determine whether the Property is suitable for Purchaser's Intended Use ("Feasibility Period"). During the Feasibility Period, the Purchaser may pursue examination of all matters relating to the property, including but not limited to the following:

- i. **Survey.** Purchaser may, at Purchaser's sole cost and expense, cause an ALTA survey of the Real Estate to be prepared (the "Survey"). The Survey must be acceptable to Purchaser in all respects. The Survey shall be ordered by Purchaser. Any objection to the results of the Survey shall be communicated to RDC not later than **thirty (30)** days following the Effective Date or this condition shall be deemed withdrawn by Purchaser, unless the parties agree to an extension of time. If any objections raised by Purchaser are not able to be cured by RDC within **thirty (30)** days after receipt of notice thereof from Purchaser, or are not waived by Purchaser, Purchaser shall have the right to terminate this Agreement by written notice to RDC, in which event, neither party shall have any further obligation hereunder. If Purchaser does not give timely notice of its election to terminate as described above, this Agreement shall continue in full force and affect.
- ii. **Condition of Real Estate and Assessments.** At RDC's sole cost and expense and prior to April 1, 2025, RDC shall remove or cause the removal of the remaining trees and any tree-related debris on the eastern portion of the Real Estate, adjacent to Rogers Street. RDC and Purchaser shall cooperate in good faith to enter into any easements necessary to permit RDC to perform such removal, which obligation to enter into such easement shall survive Closing. The RDC has, as of the Effective Date, provided any appraisals, environmental reports or studies in its possession to Purchaser. Purchaser may inspect the property and obtain any environmental site assessment it deems necessary.
- iii. **Government and Land Use Approvals** Purchaser, at its expense, shall secure zoning, historic preservation, building plan, plat (the "Plat"), change of address, and any such other governmental approval and permits as may be required for Purchaser to utilize the Property for Purchaser's intended use before Closing (collectively, the "Approvals"). Purchaser's obligation to close on the purchase of the Real Estate is contingent upon Purchaser receiving all Approvals.
- iv. **Financing.** Purchaser shall secure a letter of intent from a financial institution to financing in an amount and terms acceptable to Purchaser, no later than **December 16, 2024**. Seller acknowledges that Purchaser has delivered this letter of intention to Seller as of the date hereof.
- v. **Economic Incentives.** Purchaser's obligation to close on the purchase of the Real Estate is contingent upon Purchaser receiving such federal, state, and local economic incentives to help offset the development costs of the Property (collectively, the "Economic Incentives") as Purchaser determines necessary for Purchaser's intended use. Notwithstanding the foregoing, other than the commitments made separately by the City of Bloomington's Department of Housing and Neighborhood

Development, this transaction is not contingent upon Purchaser receiving any form of economic incentives from the City of Bloomington, such as tax abatement, tax increment financing, etc. However, Purchaser is free to pursue local incentives. Negotiations will be the Purchaser's responsibility, and are not guaranteed by Seller although Seller pledges its cooperation and assistance in Purchaser's efforts to gain economic incentives to support this project.

4. **Retention Requirements:** The RDC's conveyance is subject to the following restrictions:

A. **Renovation Schedule.** Purchaser agrees to begin renovation of the Kohr Building no later than March 1, 2025, except due to circumstances beyond Purchaser's control.

B. **Historic Preservation.** Purchaser acknowledges the historic district designation of the Kohr Administrative Building. All alterations to the exterior of the Kohr Building on the Real Estate shall be approved by the Bloomington Historic Preservation Commission and any other applicable governmental body. Purchaser has also pledged to seek national historic designation for the Real Estate as part of its development project, but failure to obtain such designation despite Purchaser's good faith efforts shall not be a default hereunder.

C. **Intended Use; Use Restriction.**

- i. The Tax Credit Partnership (defined below) intends to use the Real Estate as an affordable housing project pursuant to an award of a Low Income Housing Tax Credits from the Indiana Housing and Community Development Agency. Purchaser or the Tax Credit Partnership shall develop the Real Estate in accordance with the proposal attached to this Agreement as **Exhibit B**.
- ii. Purchaser agrees to maintain the Real Estate as permanent affordable housing in accordance with its LIHTC award. During the term of the initial "compliance period," as that term is defined in Section 42 of the Internal Revenue Code, after the Effective Date, at least nine (9) of the units shall be leased to tenants who's household income is 30% of Area Median Income (AMI) or below. The remaining units shall be for those earning 50% or below of AMI. After the initial compliance period, Purchaser acknowledges and agrees that 100% of the Real Estate shall be leased to low or very low income tenants (households with income no greater than 80% of AMI). At Closing, Purchaser shall record the Restrictive Covenant attached hereto as **Exhibit D** putting these affordability restrictions of record.

D. **Lease.** Upon Closing, Purchaser shall execute a 99-year lease with Kohr BHA, LP (the "**Tax Credit Partnership**"), which shall develop and manage the Kohr

affordable housing development. The Lease shall be substantially in the form as the one attached to this Agreement as **Exhibit C**.

5. **Transfer Back to RDC:** As part of the consideration for this conveyance, Purchaser and RDC, for themselves, and for their successors and assigns, agree to be bound by and shall fully comply with all terms of this Real Estate Conveyance Agreement. If at any time during the term of the Lease referenced in Article 4D, Purchaser materially fails to comply with the Retention Requirements, as defined in Article 4, above, and such breach continues for ninety (90) days after written notice from the RDC, or if Purchaser or the Tax Credit Partnership ceases to operate, or otherwise becomes insolvent, then the Real Estate herein conveyed together with any improvements, shall be conveyed back to the RDC subject to the Lease; provided, however, that for so long as the Investor (as defined in the Lease) is a partner in the Tax Credit Partnership, RDC will not cancel, accept a surrender of, terminate or modify the Lease without the prior consent of the Investor (the "RDC's Right of Reversion").

This Article 5 shall survive the Closing and remain in effect for a period of ninety-nine (99) years from the Closing Date. Purchaser shall record a memorandum of RDC's Right of Reversion at Closing, which may be included in a memorandum of the Lease.

6. **Intentionally omitted.**
7. **Warranty Deed and Other Documents:** The RDC agrees to deliver a warranty deed to the Purchaser at Closing using a final legal description determined by the Survey or the Plat. The RDC and Purchaser also agree, on or before Closing, to execute or exchange, or both, any and all documents reasonably required to close the transaction provided for under this Agreement, including, without limitation, an agreement granting Purchaser or the Tax Credit Partnership access to property adjacent to the Real Estate to construct certain right of way improvements.
- A. **As-Is, Where Is and No Warranty or Other Representation.** Purchaser understands and acknowledges that, upon the Closing, the Real Estate shall be transferred by Seller "as is, where is, and with all faults" and, other than the express representations made by Seller in this Agreement, Seller makes no other representations or warranties regarding the Real Estate, its feasibility for Purchaser's intended use, or condition of the Real Estate. Purchaser relies solely on its own evaluation and determination regarding matters relating to the Real Estate.
- B. **Environmental Laws and Hazardous Materials.** The RDC makes no warranty with respect to the presence of Hazardous Materials on, above, or beneath the Real Estate (or any parcel in proximity thereto) or in any water on or under the Property. The Closing under this Agreement shall be deemed to constitute an express waiver of Purchaser's right to cause the RDC or the City of Bloomington to be joined in any action brought under any Environmental Laws. As used

herein, the term "Hazardous Materials" shall mean: (a) those substances included within the definitions of any one or more of the terms "hazardous materials," "hazardous wastes," "hazardous substances," "industrial wastes," and "toxic pollutants," as such terms are defined under the Environmental Laws, or any of them; (b) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof; (c) natural gas, synthetic gas, and any mixtures thereof; (d) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite, and/or actinolite, whether friable or non-friable; (e) polychlorinated biphenyl ("PCBs") or PCB-containing materials or fluids; (f) radon; (g) any other hazardous or radioactive substance, material, pollutant, contaminant, or waste; and (h) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring, or remediation. As used herein, the term "Environmental Laws" shall mean all federal, state, and local laws, statutes, ordinances, and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees, and binding judgments relating to the regulation and protection of human health, safety, the environment, and natural resources (including, without limitation, ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation).

- C. **SELLER RELEASE.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BEGINNING NINETY (90) DAYS AFTER CLOSING, PURCHASER RELEASES THE RDC, ITS DIRECTORS, OFFICERS, EMPLOYEES, CITY STAFF, AGENTS, RDC-RELATED PARTIES, AND ANY SUCCESSORS AND ASSIGNS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS WHICH PURCHASER OR ANY PARTY RELATED TO OR AFFILIATED WITH PURCHASER HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER RELATED TO OR IN CONNECTION WITH THE PROPERTY OTHER THAN THOSE CLAIMS ARISING OUT OF FRAUDULENT ACTIONS OR INTENTIONAL MISREPRESENTATION BY THE RELEASED PARTIES. THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO ITS EXPRESS TERMS AND PROVISION, INCLUDING THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES, AND CAUSES OF ACTION.
- D. **Survival.** The provisions of this Article 7 shall survive the Closing or the earlier termination of this Agreement and shall not be deemed to have merged into any of the documents executed or delivered at Closing.

8. **Closing Adjustments and Prorations:**

- A. **Taxes:** RDC acknowledges that the Real Estate is currently exempt from property taxation. Purchaser shall notify the County Assessor of any change in status and

shall be responsible for all property taxation after the Real Estate is transferred from the RDC to Purchaser.

- B. **Recording Fees:** RDC shall pay all recording costs related to the conveyance of the Property to Purchaser.
- C. **Insurance Contracts:** All insurance maintained by RDC in respect of the Property, if any, shall be canceled as of the Closing Date.
- D. **Other Closing Costs:** The Purchaser shall be responsible for any other ordinary and customary closing costs.

9. **Covenants and Assurances:**

- i. The RDC and Purchaser acknowledge and assure that, prior to execution of this Agreement, each secured the necessary authorizations required by law or its governing authority, and that, in the event a deficiency in process is determined, each will take any and all steps necessary to immediately cure such deficiency in order to fully implement and ratify the terms of this Agreement.
- ii. The RDC owns good, marketable and indefeasible fee simple title to the Real Estate free and clear of any and all liens, mortgages, pledges, security interests, conditional sales agreements, charges and other claims, interests or encumbrances except the Permitted Exceptions and those encumbrances that shall be removed at Closing.
- iii. There are no mechanic's or materialmen's liens against the Property, and no unpaid claims for labor performed, materials furnished or services rendered in connection with constructing, improving or repairing the Property in respect of which liens may or could be filed against the Property.
- iv. To the best of the RDC's knowledge, the Real Estate is free and clear of all hazardous materials, except for asbestos, chemical irritants in the vault/safe, and possible residue from underground storage tanks that were removed from the Real Estate in compliance with Environmental Laws.
- v. Purchaser shall at all times use and maintain the Real Estate in accordance with the laws, codes, ordinances and regulations of the United States of America, the State of Indiana, County of Monroe and the City of Bloomington, Indiana, that apply to Purchaser.
- vi. Purchaser agrees to renovate the Kohr Building consistent with the Development Proposal attached hereto as Exhibit B. Purchaser anticipates the total costs to complete such renovation is Eighteen Million Dollars (\$18,000,000.00).
- vii. Purchaser agrees to facilitate the RDC and City of Bloomington's completion of adjacent right of way improvements, including a new portion of Jackson Street,

widening of Rogers Street, and construction of alleyways by December 31, 2025 ("Street Project"). The City of Bloomington shall seek, and the Purchaser shall grant, a temporary easement for completion of all work related to the Street Project, including the tree removal referenced in Article 3(C)(ii) of this Agreement. The temporary easement necessary for the Street Project shall be granted at no cost to the RDC or the City of Bloomington. The City of Bloomington shall coordinate all work with Purchaser and Purchaser's site representatives. The terms and provisions of this Section shall survive Closing.

- viii. This Agreement constitutes the sole and only agreement between the RDC and Purchaser and supersedes any prior understanding or written or oral agreements between the RDC and Purchaser respecting the transaction.
- ix. This Agreement shall be construed according to the laws of the State of Indiana.

**Purchaser's Site Access.** Purchaser, may enter the Real Estate and improvements (Kohr Building) for the limited purpose of performing due diligence during the Feasibility Period, as detained in Article 3(C), including, if necessary, providing temporary utility service, to assess the improvements or to condition the space and/or maintenance.

- 10. **Risk of Loss.** The RDC shall bear the risk of loss until Closing. In the event of any loss or damage to the Real Estate, improvements, or any portion thereof (or in the event any governmental authority issues notice of its intent to take the Real Estate or any portion thereof through its power of eminent domain), Purchaser may elect to terminate this Agreement by written notice to Seller, in which event the parties shall have no further right or obligation under this Agreement. If Purchaser does not elect to terminate this Agreement, then Purchaser may elect to proceed with the transactions contemplated by this Agreement, in which event Seller shall assign to Purchaser all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the premises in question at the Closing and there shall not be any reduction to the Purchase Price except for the cost of the deductible payment associated with recovering under such insurance policies. Upon Closing, full risk of loss with respect to the Property shall pass to Purchaser.
- 11. **Site Security.** Immediately effective upon Closing, Purchaser shall assume responsibility for securing the Real Estate through whatever means Purchaser deems acceptable. In addition to the Real Estate conveyed in this Agreement, the RDC agrees to convey the 8' high chain link fence, including any lockable access gates that exist within the Real Estate boundaries. The fence shall remain in place during the construction of the project. Purchaser bears sole responsibility for maintaining the fence after Closing.
- 12. **Default.** In the event the purchase and sale contemplated by this Agreement is not consummated due to the breach hereof or default hereunder by a party, or if any representation or warranty made herein is untrue or breached as of the Closing Date,

then the non-breaching may avail itself of any and all remedies at law or in equity, including, but not limited to, a suit for specific performance of this Agreement or for damages for the breach of this Agreement or any of the representations or warranties set forth herein, and shall further be entitled to recover attorneys' fees incurred in connection with any such action.

13. **Notices.** All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally or on the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed appropriately as follows:

If to Purchaser: Housing Authority of the City of Bloomington, Indiana  
1007 N. Summit St.  
Bloomington, IN 47404  
Attn: Executive Director

Copy to: Fox Rothschild LLP  
BNY Mellon Center  
500 Grant Street, Suite 2500  
Pittsburgh, PA 15219  
Attn: Michael H. Syme

Copy to: Kohr BHA, LP  
c/o Brinshore Development, L.L.C.  
1603 Orrington Avenue, Suite 450  
Evanston, IL 60201  
Attn: Richard Sciortino

If to RDC: The Redevelopment Commission of Bloomington, Indiana  
Attn.: Larry Allen  
City of Bloomington Legal Department  
401 N. Morton St, Ste. 220  
Bloomington, IN 47404

Either party may change its address for purposes of this Paragraph by giving the other party written notice of the new address in the manner set forth above.

14. **Assignment.** Neither party may assign its interest in this Agreement without the prior written consent of the other party.
15. **Survival of Provisions:** Except for those terms, covenants and conditions which are to be fully performed at or prior to the Closing, the terms, covenants, conditions, and representations contained in this Agreement survive the Closing and delivery of the warranty deed for the time periods provided herein.



16. **Severability:** In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
17. **Binding on Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.
18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which, when taken together, shall constitute one and the same agreement.
19. **Modification.** This agreement may not be changed or modified except by an agreement in writing signed by the party sought to be charged with such modification.
20. **Waiver.** No failure on the part of either party to exercise any power or right given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof; provided, however, that either party may, at its sole option, waive in writing any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms or provisions of this Agreement. No delay on the part of either party in the exercise of any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any power or right. All rights and remedies existing under this Agreement shall be cumulative and shall be in addition to those otherwise provided by law.
21. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior discussions, letters of intent, agreements, writings and representations between RDC and Purchaser with respect to the Property and the transaction contemplated herein.
22. **Governing Law.** This Agreement shall be governed by the laws of the State of Indiana.

IN WITNESS WHEREOF, the RDC and Purchaser have executed this Agreement as of the dates set forth below.

**CITY OF BLOOMINGTON  
THE CITY OF  
REDEVELOPMENT COMMISSION**

**HOUSING AUTHORITY OF  
BLOOMINGTON, INDIANA**

By: \_\_\_\_\_  
Deborah Myerson, President

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Katherine Gazunis, Executive Director

By: \_\_\_\_\_

John West, Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BLOOMINGTON**

By: \_\_\_\_\_

Margie Rice, Corporation Counsel

Date: \_\_\_\_\_

**EXHIBIT A**  
**REAL ESTATE DESCRIPTION**

LOT 19 IN THE HOPEWELL WEST SUBDIVISION PER PLAT THEREOF RECORDED ON OCTOBER 14, 2024 WITH THE MONROE COUNTY RECORDER AS INSTRUMENT NO. 2024010984.

162178709.2

165722760.2

**EXHIBIT B**  
**DEVELOPMENT PROPOSAL**

**[SEE ATTACHED]**

**EXHIBIT C**  
**GROUND LEASE**  
**GROUND LEASE**  
**KOHR COMMUNITY FLATS**

**BASIC LEASE INFORMATION**

EFFECTIVE DATE: As of [closing date]

LANDLORD: Housing Authority of the City of Bloomington, Indiana  
1007 N Summit St.  
Bloomington, IN 47404  
Attn: Katherine Gazunis, Executive Director

TENANT: Kohr BHA, LP  
c/o Summit Hill Kohr, LLC  
1007 N. Summit Street  
Bloomington, IN 47404

and, for so long as Brinshore Development, L.L.C., is a member of  
Kohr BHA Manager, LLC:

c/o Brinshore Development, L.L.C.  
1603 Orrington Avenue, Suite 450  
Evanston, IL 60201  
Attn: Richard Sciortino

PREMISES: The Land, situated in Bloomington, Indiana, as more particularly  
described in Exhibit A, together with the Improvements thereon.

RENT: Capitalized Lease Payment: \$99.00

PURCHASE PRICE: \$1,600,000.00

TERM: The period beginning on the Effective Date and ending on  
December 31, 2123 unless sooner terminated pursuant to the terms  
of this Ground Lease.

LIST OF EXHIBITS The exhibits attached to this Ground Lease are part of this Ground  
Lease.

- A. Legal Description
- B. Definitions
- C. List of Plans and Specifications
- D. Construction Budget
- E. Permitted Encumbrances

## **AGREEMENT OF GROUND LEASE**

This **Ground Lease** (this "Ground Lease") is entered into by and between **Housing Authority of the City of Bloomington, Indiana**, an Indiana municipal corporation organized under the laws of Indiana ("Landlord" and sometimes "BHA" or the "Authority"), and **Kohr BHA, LP**, an Indiana limited partnership ("Tenant") (collectively, the "Parties") as of the Effective Date.

### **Recitals**

A. Landlord is the fee simple owner of certain real property in the city of Bloomington, Indiana (the "Land"), more specifically described on Exhibit A, attached hereto and made a part hereof.

B. Landlord is also the owner of certain improvements located on the Land. Such improvements are comprised of a three-story building formerly used for hospital operations which the Tenant intends to redevelop into 20 units of multifamily housing (the "Existing Building"). Tenant also intends to construct an additional four-story building on the Land that will consist of 18 units of multifamily housing, thereby creating a new 38-unit multifamily housing development to be known as "Kohr Community Flats" (herein referred to as the "Project").

C. Landlord desires that the Project shall provide for long-term, stable affordability for low-income residents in the community, consistent with Landlord's mission and goals, and in connection therewith, Landlord desires to restrict the use of the Land and Project to affordable housing for the duration of this Ground Lease.

D. Tenant has received certain low-income housing tax credits to help finance the cost of the Project.

In consideration of the foregoing recitals and the mutual covenants and agreements set forth herein, which both parties agree to be good and valuable consideration, the parties agree as follows:

### **ARTICLE 1**

#### **DEMISE OF LEASEHOLD INTEREST**

1.1. The Recitals are incorporated and made a part of this Ground Lease. The information listed above in the section of this Ground Lease labeled "Basic Lease Information" is incorporated and made a part of this Ground Lease, provided however if any of the Basic Lease Information contradicts any specific written provisions in these articles of this Ground Lease in the section labeled "Agreement of Ground Lease," the specific provisions of the Agreement of Ground Lease will prevail. Capitalized terms not otherwise defined are defined in Exhibit B.

1.2 Lease of Land. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Land, together with all rights and interest of Landlord in and to any easements, privileges, licenses, rights-of-way, or right of ingress or egress appurtenant thereto, for the Term and upon the terms and conditions stated herein.

1.3 Conveyance of the Existing Building. Landlord does hereby convey ownership of the Improvements to Tenant for the duration of the term in exchange for the Purchase Price. As evidence of Tenant's obligation to pay Landlord the Purchase Price for the Improvements, Tenant is simultaneously herewith executing that certain Seller Loan Note, dated as of even date herewith. Notwithstanding any provision in this Ground Lease to the contrary, the Improvements, any existing improvements and all alterations, additions, equipment and fixtures built, made or installed by the Tenant in, on, under or to the Land, Improvements and/or Premises shall be the sole property of the Tenant for the Term of this Ground Lease. It is understood that Tenant shall be entitled to all tax benefits relating to ownership of the Improvements, including without limitation tax credits and depreciation. At the end of the Term all Improvements, whether existing as of the date hereof or constructed after, shall thereupon be automatically transferred back to and once again become the property of Landlord.

1.4 Permitted Use. Throughout the Term, Tenant shall continuously use and operate the Premises only for the uses set forth in, and in a manner consistent with, this Ground Lease. The purpose of this Ground Lease is to provide for the development of the Project, to allow for the operation of the Project as an affordable multifamily rental housing community, and such other reasonable and customary uses consistent with such development and operation. Tenant may not use the Premises for any other purposes. For purposes of illustration, the Premises shall be operated either as a low-income housing project pursuant to Section 42 of the Internal Revenue Code, or otherwise lease units at the Project only to low or very low-income tenants (households with income no greater than 80% of the area median income).

1.5 Rehabilitation. Tenant shall cause the Improvements to be rehabilitated in compliance with construction plans and specifications and a construction budget approved by Landlord.

a. Landlord has approved the construction plans and specifications listed on Exhibit C ("Plans and Specs"). Tenant shall not allow any material amendments, modifications or any other alterations to the Plans and Specs unless Landlord has approved such, in writing and in advance, such approval not to be unreasonably withheld. Landlord has approved the Construction Budget set forth on Exhibit D. Landlord's written consent shall be required for any change order (i) exceeding \$100,000.00; (ii) exceeding 10% of such line item; or (iii) resulting in the cumulative amount of the change orders to exceed 10% of the approved Construction Budget.

b. Tenant shall commence rehabilitation as is reasonably practical on or after the Effective Date of this Ground Lease. Tenant shall complete rehabilitation no later than the Completion Date. Failure to complete rehabilitation by the Completion Date shall be a material default of this Ground Lease.

c. Any and all Improvements rehabilitated by or on behalf of Tenant shall be rehabilitated in a good and workmanlike manner, in compliance with all applicable Legal Requirements.

1.6 No Liens.

a. Tenant shall not have any right to encumber the Premises, including Tenant's Estate, without the written consent of Landlord, which consent shall not be unreasonably withheld. Landlord hereby consents to (i) the Permitted Encumbrances, (ii) utility easements and other customary easements necessary and incidental to the development, construction and operation of the Project, (iii) tenant leases and subleases of other spaces and facilities in the Premises for their intended use, and (iv) a Lien and Extended Use Agreement between the Tenant and the Indiana Housing and Community Development Authority (the "Extended Use Agreement"). Tenant shall not have any right, authority, or power to bind Landlord, Landlord's fee estate, or any interest of Landlord in the Land or the Premises for any purpose, including without limitation any claim for labor or material or for any other charge or expense, lien or security interest incurred in connection with the development, construction, or operation of the Improvements or any change, alteration or addition thereto.

b. Landlord shall not place a mortgage on Landlord's fee estate, or any interest of Landlord in the Land or the Premises for any purpose.

1.7 Prohibition on Transfer. Tenant shall not permit any Transfer without Landlord consent. Any Transfer without Landlord consent shall not be effective. Landlord hereby consents to: (a) a lease of any residential unit in the Project in accordance with the Regulatory Requirements, (b) transfer of Tenant's Estate to a Lender by foreclosure or deed-in-lieu of foreclosure (or the leasehold equivalent thereof), (c) grants and easements for the establishment, operation, and maintenance of utility services; (d) transfers of interests of the Investor pursuant to the Partnership Agreement; (e) the removal of the general partner of Tenant pursuant to the Partnership Agreement and the replacement of such general partner with an affiliate of Investor; or (f) the pledge and assignment of general partnership interest in Tenant, and the removal of the general partner of Tenant, pursuant to the First Loan Documents.

1.8 Permitted Leasehold Mortgages. Neither the Tenant nor any permitted successor in interest to the Premises or any part thereof shall, without the prior written consent of the Landlord engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Premises, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Premises, except for the encumbrances set forth on Exhibit E hereto (the "**Permitted Encumbrances**"), the leasehold mortgages securing the loans described on Exhibit E attached hereto (the "**Permitted Leasehold Mortgages**"), and reasonable and necessary easements and encumbrances entered into in connection with the initial renovation and development of the Improvements, including, without limitation, the Low Income Housing Extended Use Agreement with the Indiana Housing and Community Development Authority. With respect to the Permitted Leasehold Mortgages, the following provisions shall apply:

(a) When giving notice to the Tenant with respect to any default under the provisions of this Ground Lease, the Landlord will also send a copy of such notice to Investor, or its designee and to the Leasehold Mortgagee, provided that each such Leasehold Mortgagee shall have delivered to the Landlord in writing a notice naming itself as the holder of a Permitted Leasehold Mortgage and registering the name and post office address to which all notices and other communications to it may be addressed. The



Leasehold Mortgagee's failure to receive notice shall not adversely affect the Landlord's rights hereunder.

(b) Each permitted Leasehold Mortgagee shall be permitted to cure any default by the Tenant under this Ground Lease within the same period of time specified for the Tenant to cure such default.

(c) The Landlord agrees to accept payment or performance by any permitted Leasehold Mortgagee or Investor as though the same had been done by the Tenant.

(d) In the case of a default by the Tenant other than in the payment of money, and provided that a permitted Leasehold Mortgagee or Investor has commenced to cure the default and is proceeding with due diligence to cure the default, the Landlord will refrain from terminating this Ground Lease for a reasonable period of time (not to exceed 120 days from the date of the notice of default) within which time the permitted Leasehold Mortgagee may either (i) obtain possession of the Premises (including possession by receiver); (ii) institute foreclosure proceedings and complete such foreclosure; (iii) otherwise acquire the Tenant's interest under this Ground Lease; or (iv) otherwise cure or cause to be cured the default by the Tenant. The permitted Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which was the subject of the notice shall have been cured.

(e) A permitted Leasehold Mortgagee may become the holder of the Tenant's leasehold estate and succeed to the Tenant's interest in this Ground Lease by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Ground Lease in lieu of foreclosure, and any purchaser at a foreclosure proceeding undertaken in regard to a permitted Leasehold Mortgage may become the holder of the Tenant's leasehold estate and succeed to the Tenant's interest in this Ground Lease by such foreclosure proceedings.

(f) A permitted Leasehold Mortgagee shall have the right to assume this Ground Lease as tenant in its own name or in the name of a nominee upon foreclosure or assignment in lieu of foreclosure.

1.9 Quiet Enjoyment. So long as Tenant is not in default hereunder beyond any grace period applicable thereto, Tenant's possession of the Premises shall not be disturbed by Landlord, its successors or assigns.

## **ARTICLE 2**

### **RENT**

2.1 Capitalized Lease Payment. Tenant shall pay to Landlord the Capitalized Lease Payment to the Landlord upon the Effective Date. Unless otherwise expressly set forth in this Ground Lease, during the Term all costs, expenses, liabilities, charges or other deductions whatsoever with respect to the Premises and the construction, ownership, leasing, operation, maintenance, repair, rebuilding, use or occupation of the Premises shall be the responsibility of Tenant. This Ground Lease shall be deemed and construed to be a "triple net lease," and Landlord shall receive all payments required to be made to Landlord by Tenant free from any charges,

assessments, impositions, expenses, set-offs, recoupments or deductions of any kind, except as otherwise expressly set forth herein to the contrary. Landlord acknowledges that the Capitalized Lease Payment for the entire Term of the Lease shall equal \$99.00, the receipt of which is hereby acknowledged by Landlord.

2.2 Additional Rents. In addition to the Capitalized Lease Payment specified in Section 2.1 hereof, any and all of the payments that Tenant is required to make hereunder to or for the benefit of Landlord shall be deemed to be Additional Rents. All such Additional Rents shall be payable in accordance with the provisions of the Sections of this Ground Lease specifying the payment of such Additional Rents. The Rent specified in Section 2.1 hereof and Additional Rents payable hereunder shall be deemed Rents reserved by Landlord, and any remedies now or hereafter given to Landlord under the laws of the State of Indiana for collection of the Rents shall exist in favor of Landlord, in addition to any and all other remedies specified in this Ground Lease. Tenant shall furnish to Landlord upon request, not later than 120 days after the end of each Lease Year, evidence of payment of all Additional Rent items payable by Tenant during the preceding Lease Year, and, with respect to real estate taxes and insurance, within thirty (30) days after such payment.

2.3 Payments. All Rents or other sums, if any, due Landlord hereunder shall be paid by Tenant to Landlord at the address of Landlord set forth hereinafter for notices, or to such other person and/or at such other address as Landlord may direct by written notice to Tenant, without notice or demand, and without abatement, deduction or set off.

### **ARTICLE 3**

#### **TAXES AND OPERATING EXPENSES**

3.1 Taxes. Tenant will pay any real estate taxes and special assessments which are assessed against the Premises by any taxing authority. If the Premises becomes subject to any form of tax abatement or exemption, Landlord will assist in attempting to maintain such agreement, abatement, or exception, or a similar successor agreement, to the extent possible or practicable.

3.2 Operating Expenses. Tenant shall pay all costs and expenses, including without limitation sewer, water, gas, electrical and utilities, and any other such fees or costs attributable to or incurred in connection with the operation, maintenance and repair of the Premises (collectively, "Operating Expenses").

3.3 Insurance. Tenant shall procure and maintain, at its expense and subject to Landlord's consent, insurance of types and in amounts adequate to protect Tenant and Landlord, as their interests may appear, from financial loss resulting from hazards, including, without limitation, insurance of the types and amounts necessary to satisfy the requirements of each of the Lenders. Landlord shall be named as an additional insured on each insurance policy, and each insurance policy shall further expressly provide that Landlord shall be given prior written notice if such policy is to be canceled, altered, amended or otherwise modified.

3.4 Contest. Tenant may bring proceedings for contesting the validity or amount of any tax, assessment, charge or other imposition, or to recover payments therefor, provided that: (i) such proceeding shall not alter, modify or relieve Tenant of any of Tenant's obligations

hereunder ultimately to pay, or cause to be paid, any such item; (ii) such proceeding shall legally operate to prevent collection by any taxing authority of the item so contested and the non-payment of the item on the due date shall not result in or constitute grounds for seizure, sale or other disposition of the Premises, or any buildings or other improvements thereon, in satisfaction of the same; and (iii) Tenant shall be liable for and shall save Landlord harmless from and against any and all claims for any penalty, interest, fine or cost resulting from any such contest or proceeding and all attorneys' fees incurred by Tenant, or Landlord's attorneys' fees in any such contest or proceeding, so long as is deemed reasonable by Tenant. Landlord shall cooperate with Tenant with respect to such proceedings to the extent necessary.

#### **ARTICLE 4**

##### **LANDLORD REPRESENTATIONS AND WARRANTIES**

Landlord hereby represents and warrants to Tenant that:

4.1 Landlord has good and marketable, fee simple title to the Premises, subject only to the Permitted Encumbrances.

4.2 Landlord has legal right, power and authority to make, enter into, execute, deliver and perform its obligations under this Ground Lease. Landlord has obtained and received all required and necessary consents and approvals to enter into this Ground Lease with Tenant. The entry by Landlord into this Ground Lease with Tenant and the performance of all of the terms, provisions and conditions contained herein does not and will not violate or cause a breach or default under any agreement or obligation to which Landlord is a party or by which it is bound. The person signing this Ground Lease on behalf of Landlord is duly and validly authorized to do so.

4.3 There are no tenants or other occupants of the Premises having any right or claim to possession or use of the Premises, nor any right to purchase, occupy or use the Premises.

4.4 There are no unpaid special assessments of which Landlord has received notice for sewer, sidewalk, water, paving, gas, electrical or utility improvements or other capital expenditures, matured or unmatured, affecting the Premises.

4.5 Other than those disclosed to Tenant, including without limitation the Permitted Encumbrances, Landlord is not obligated under any other contract, lease or agreement, oral or written, with respect to the ownership, use, operation, management, maintenance, lease, sale or financing of the Premises.

4.6 To Landlord's knowledge, no representation, statement or warranty by Landlord contained in this Ground Lease or in any Exhibit attached hereto contains or will contain any untrue statement or omits a material fact necessary to make the statement of fact therein recited not misleading.

4.7 There is no action, suit, litigation or proceeding pending or, to Landlord's knowledge, threatened against Landlord or the Premises, which could prevent or impair Landlord's entry into this Ground Lease and/or performance of its obligations hereunder. Landlord has

received no notice and has no knowledge, nor has Landlord been otherwise advised, of any pending or threatened Taking relating to all or any part of the Premises.

4.8 Except as may be referenced in the environmental reports conducted by or on behalf of Tenant, Landlord has no knowledge of any Hazardous Materials located in, on or under the Premises and Landlord has received no notice from any Governmental Authority claiming any violation of any Environmental Laws is pending.

4.9 Hazardous Materials. Except to the extent that an Environmental Condition is caused, created, aggravated or exacerbated by the negligence or willful misconduct (including acts or omissions) of the Tenant, its agents, contractors, or affiliates, or occurs or is created after the Commencement Date, Tenant shall not be responsible under this Ground Lease for any claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith arising out of (i) any activity by the Landlord or its agents or contractors or by any third party not associated with Tenant carried on or undertaken on or off the Premises prior to the Commencement Date in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Substances located or present on or under the Premises (except to the extent of any activity carried on or undertaken by or contracted for by the Tenant or its agents); or (ii) the failure of Landlord or its agents or contractors or by any third party not associated with Tenant prior to the Commencement Date to comply with any Environmental Laws relating to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Substances into, on, under or from the Premises whether or not such failure to comply was known or knowable, discovered or discoverable prior to the Commencement Date.

## **ARTICLE 5**

### **TENANT'S REPRESENTATIONS AND WARRANTIES**

Tenant hereby warrants and represents to Landlord that:

5.1 Tenant is duly organized, lawfully existing as a limited partnership, in good standing, and qualified to do business under the laws of the State of Indiana.

5.2 Tenant has the legal right, power and authority to make, execute, deliver and perform its obligations under this Ground Lease. Tenant's execution and delivery of this Ground Lease has been authorized by all requisite partnership action on the part of Tenant and its partners, and the execution and delivery of this Ground Lease by Tenant and the performance of its obligations hereunder will not violate or contravene any agreement or obligation to which Tenant is a party or by which it is bound. The person signing this Ground Lease on behalf of Tenant is duly and validly authorized to do so.

5.3 There is no action, suit, litigation or proceeding now pending, nor any basis therefore, known or believed to exist or, threatened against Tenant, any parties in control of Tenant, or any affiliates or such parties, which questions the validity of Tenant's formation or existence, this Ground Lease, or is likely to result in any materially adverse change in the authorities, properties, liabilities, or condition (financial or otherwise) of Tenant, Tenant's partners or their

agents or of any other participating party that would materially or substantially impair Tenant's or such participating party's ability to perform any of the obligations imposed upon it under the Lease.

5.4 Tenant has obtained and received, or will obtain and receive promptly after the Effective Date, all federal, State, and local consents, permits, and approvals necessary to enter into this Ground Lease with Landlord and to commence activities set forth herein.

5.5 The entry by Tenant into this Ground Lease with Landlord and the performance of all of the terms, provisions and conditions contained herein does not and will not violate or cause a breach or default under any agreement or obligation to which Tenant is a party or by which it is bound.

5.6 The representations, warranties, statements, certifications and other matters contained in this Ground Lease are true and complete in all material respects upon the execution this Ground Lease.

5.7 Hazardous Materials Indemnification by Tenant. Tenant hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to Landlord) the Landlord, its officers, directors, affiliates and employees from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorneys' fees and expenses), arising directly or indirectly, in whole or in part, out of (i) any activity by the Tenant or its agents or contractors carried on or undertaken on or off the Premises after the Effective Date in connection with the handling, treatment, removal, storage, decontamination, cleanup, transport or disposal of any Hazardous Materials located or present on or under the Premises (except for any activity carried on or undertaken solely by or contracted for by the Landlord or its agents); (ii) the failure of Tenant after the Effective Date to comply with any Hazardous Materials Law relating to the handling, treatment, presence, removal, storage, decontamination, cleanup, transportation or disposal of Hazardous Materials into, on, under or from the Premises at any time subsequent to the Effective Date; or (iii) any failure of the Tenant to comply with all terms, conditions and obligations, including any reporting requirements, under any Environmental Laws. No Lender shall have any liability under this Section unless and until such Lender takes title to Tenant's interest hereunder or becomes mortgagee in possession of Tenant's interest hereunder; provided, however, in no such event shall any Lender have any liability under this Section for any event which first occurs prior to the date on which such Lender takes title to Tenant's interest hereunder or becomes mortgagee in possession of Tenant's interest hereunder.

5.8 Restrictions Applicable to Property and the Improvements.

(a) The provisions of this Section 5.8 are intended to create a covenant running with the land and shall be binding upon the Landlord and the Tenant and each of their respective successors and assigns and all subsequent owners of the Property and the Improvements, including, without limitation, any entity which succeeds to the Tenant's interest in the Property and the Improvements.

(b) The Tenant, its successors and assigns shall operate and maintain the Property and project-based voucher units in compliance with the legal requirements.

(c) The Tenant shall not execute any agreement, lease, conveyance or other instrument whereby the Property and Improvements or any part thereof is restricted upon the basis of race, color, creed, religion, ancestry, national origin, handicap, age, sex, or marital status, in the sale, lease, rental, use, or occupancy of the Property and the Improvements.

(d) The Tenant shall not discriminate in the use, sale, lease, or occupancy of the Property and the Improvements against any person upon the basis of race, color, creed, religion, ancestry, national origin, handicap, age, sex, or marital status.

(e) The Tenant shall comply with all legal requirements in effect from time to time, prohibiting discrimination or segregation by reason of race, color, creed, religion, ancestry, national origin, handicap, age, sex, or marital status in the sale, lease, use, or occupancy of the Property and the Improvements.

5.9 Indemnification. The Tenant shall indemnify, defend, save and hold harmless the Landlord and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "**Claims**") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Tenant or any of its owners, officers, directors, agents, employees or contractors, arising out of or related to the Tenant's occupancy and use of the Premises after the Commencement Date, except for Environmental Conditions described in Section 4.9 and Claims arising solely from the negligent or willful acts or omissions of the Landlord. It is agreed that the Tenant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use and occupancy of the Premises, the Tenant agrees to waive all rights of subrogation against the Landlord, its officers, officials, agents and employees for losses arising from the use, occupancy or condition of the Premises after the Commencement Date.

5.10 Survival. This Article V shall survive the expiration or early termination of this Ground Lease.

## **ARTICLE 6**

### **EVENTS OF DEFAULT**

6.1 Events of Default. Each of the following shall be an "Event of Default" by Tenant hereunder:

(a) Failure by Tenant to pay any Rent when due or to pay or cause to be paid any Impositions, insurance premiums or other liquidated sums of money herein

stipulated to be paid by Tenant, if such failure shall continue for a period of thirty (30) days after notice thereof has been given by Landlord to Tenant.

(b) Failure by Tenant to perform or observe any of the provisions of this Ground Lease not addressed by another Event of Default, including without limitation failure to develop the Project materially in accordance with the Plans and Specs by the Completion Date and any use of the Premises other than the Permitted Use, if such failure shall continue for a period of thirty (30) days after notice thereof has been given by Landlord to Tenant; provided, however, that if the Event of Default is not reasonably capable of being cured within thirty (30) days, the cure period shall be extended for ninety (90) days or such amount of time as is reasonably necessary to cure such a default, provided that Tenant has begun to cure such failure or violation within such thirty (30) day period and has continuously and diligently pursued such cure.

(c) Any Transfer by Tenant prohibited by this Ground Lease.

(d) The subjection of any right or interest of Tenant in this Ground Lease to attachment, execution or other levy, or to seizure under legal process, if not released within sixty (60) days; provided that the foreclosure of any Permitted Encumbrance shall not be construed as an Event of Default within the meaning of this paragraph; and provided further that the imposition of one or more mechanic's or materialmen's liens shall not be construed as an Event of Default if Tenant takes timely action to contest such lien and/or such lien is appropriately covered by bond and/or insurance.

(e) The appointment of a receiver, not including receivership pursuant to any Permitted Encumbrance, to take possession of Tenant's Estate or of Tenant's operations on the Premises for any reason, if such receivership is not terminated, dismissed or vacated within ninety (90) days after the appointment of the receiver.

(f) Tenant shall file a petition for bankruptcy under the Bankruptcy Code of the United States or any similar law, state or Federal, now or hereafter in effect.

(g) Within ninety (90) days after the filing against Tenant of any involuntary proceedings under such Bankruptcy Code or similar law, such proceedings shall not have been vacated or stayed.

(h) A trustee or receiver shall be appointed for Tenant or for all or the major part of Tenant's property or the Premises, in any involuntary proceeding, not including pursuant to any Permitted Encumbrance, or any court shall have taken jurisdiction of all or the major part of Tenant's property or the Premises in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Tenant, and such trustee or receiver shall not be discharged or such jurisdiction relinquished or vacated or stayed on appeal or otherwise stayed within ninety (90) days.

(i) Tenant shall make a general assignment for the benefit of creditors or shall admit in writing its insolvency or inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises.

6.2 Rights and Remedies. At any time after the occurrence of an Event of Default hereunder, Landlord may terminate this Ground Lease by giving Tenant written notice thereof (with a copy of such notice to the Lenders and the Investor), setting forth in such notice an effective date for termination which is not less than thirty (30) days after the date of such notice, in which event this Ground Lease and Tenant's Estate created hereby and all interest of Tenant and all parties claiming by, through or under Tenant shall automatically terminate upon the effective date for termination as set forth in such notice; provided, however, in lieu of terminating this Ground Lease, Landlord may assume, or cause an agent of Landlord, to assume, Tenant's Estate by giving Tenant written notice thereof (with a copy of such notice to the Lenders and the Investor), setting forth in such notice an effective date for such assumption which is not less than thirty (30) days after the date of such notice, in which event this Ground Lease and Tenant's Estate created hereby and all interest of Tenant and all parties claiming by, through or under Tenant shall automatically transfer upon the effective date of such assumption to such agent of Landlord's as set forth in such notice.. In such event, Landlord, its agents or representatives, shall have the right, without further demand or notice, to re-enter and take possession of the Premises (including all buildings and other Improvements comprising any part thereof) at any time from and after the effective date without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or existing breaches of covenants; provided that Landlord shall not be entitled to disturb possession of Tenant so long Tenant is not in default hereunder. Upon the exercise of Landlord's remedies pursuant to this paragraph, Tenant shall execute such releases, deeds and other instruments in recordable form as Landlord shall reasonably request in order to accurately set forth of record the then current status of Tenant's Estate and Tenant's rights hereunder.

6.3 Consent of Investor Required. Notwithstanding any provision in this Ground Lease to the contrary, for so long as the Investor is a partner in the Tenant, Landlord will not cancel, accept a surrender of, terminate or modify this Ground Lease without the prior consent of the Investor unless required to do so by a governmental entity.

## **ARTICLE 7**

### **CASUALTY AND CONDEMNATION**

7.1 Damage or Destruction to the Premises. Tenant shall give prompt written notice to Landlord after the occurrence of any Casualty. If, during the Term the Improvements shall be damaged or destroyed by Casualty, and sufficient condemnation awards or insurance proceeds shall be made available to Tenant for restoration of the Improvements, Tenant shall promptly and diligently repair or restore the Improvements as soon as reasonably possible. In the event the condemnation awards or insurance proceeds are not sufficient to repair or restore the Improvements, Tenant shall provide or cause to be provided sufficient additional funds which, when added to such condemnation awards or insurance proceeds, will fully effect such repair or restoration. Upon the occurrence of any such Casualty, Tenant, promptly and with all due diligence, shall apply for and collect all applicable condemnation awards or insurance proceeds recoverable with respect to such Casualty.

In the event that Tenant shall reasonably determine, by notice to Landlord, given within sixty (60) days of the Casualty that it is not economically practical to restore the Improvements and/or the Premises to substantially the same condition in which they existed prior to the



occurrence of such Casualty, then Tenant may terminate this Ground Lease as of a date that is not less than thirty (30) days after the date of such notice, provided that (i) if such date is during the term of a Permitted Encumbrance, such notice shall be subject to consent of any applicable Lender, and (ii) for so long as Investor is a partner of Tenant, such notice shall be subject to the consent of Investor. Tenant shall surrender possession of the Premises to Landlord as of the effective date of such termination and shall assign to Landlord (or, if same has already been received by Tenant, pay to Landlord) all of its right, title and interest in and to the proceeds from Tenant's insurance relating to the Premises, to the extent that such proceeds are available. Notwithstanding anything contained herein, the terms of this Section 7.1 are subject to the requirements of the First Loan Documents and the Partnership Agreement.

7.2 Distribution of Condemnation Awards and Insurance Proceeds. In the event that Landlord and Tenant determine that this Ground Lease is terminated and condemnation awards or insurance proceeds are not applied to restoration of the Premises, the Improvements, or any portion thereof, the condemnation awards or insurance proceeds received as the result of such Casualty shall be distributed, first, to any Lender in accordance with the Loan Documents, if applicable, and if any remain, then to Landlord. Any distribution of condemnation awards or insurance proceeds to a Lender as provided in this Section 7.2 shall not be less than the total amount of such condemnation awards or insurance proceeds minus the value of the remainder interest in the Land considered as unimproved.

7.3 Tenant's Responsibilities on Termination. If Tenant terminates this Ground Lease following a Casualty, Tenant at its sole cost and expense, shall deliver to Landlord (to the extent transferable) any plans or other technical materials related to the Premises prepared by or for Tenant or in Tenant's possession. Tenant shall surrender the Premises to Landlord in accordance with the provisions of this Ground Lease and, upon the payment of all applicable condemnation awards or insurance proceeds to Landlord and/or the Lender(s) as their interests may appear, this Ground Lease shall be terminated without liability or further recourse to the parties hereto provided that any Rent payable under the terms of this Ground Lease or indemnification obligations of Tenant under this Ground Lease owed to Landlord as the date of such said termination shall be paid or otherwise carried out thereafter in full.

## **ARTICLE 8**

### **MISCELLANEOUS**

8.1 Notice. Any notice or other communication given or made pursuant to this Ground Lease shall be in writing and shall be deemed given if (i) delivered personally or by courier, (ii) sent by pdf via electronic transmission, with an original sent via first class mail, (iii) sent by overnight express delivery, or (iv) mailed by registered or certified mail (return receipt requested), postage prepaid, to a party at its respective address set forth below (or at such other address as shall be specified by the party):

If to Landlord, to:	Housing Authority of the City of Bloomington, Indiana 1007 N Summit St Bloomington, IN 47404 Attn: Executive Director
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and a copy to:	Fox Rothschild LLP BNY Mellon Center 500 Grant Street, Suite 2500 Pittsburgh, PA 15219 Attn: Michael H. Syme
If to Tenant, to:	Kohr BHA, LP c/o Summit Hill Kohr, LLC 1007 Summit Street Bloomington, IN 47404 Attn: Executive Director
And a copy to:	Fox Rothschild LLP BNY Mellon Center 500 Grant Street, Suite 2500 Pittsburgh, PA 15219 Attn: Michael H. Syme
and, so long as Brinshore Development, L.L.C., is a member of Kohr BHA Manager, LLC, a copy to:	Brinshore Development, L.L.C. 1603 Orrington Avenue, Suite 450 Evanston, IL 60201 Attn: Richard Sciortino
And a copy to:	Ice Miller LLP One American Square, Suite 2900 Indianapolis, Indiana 46282 Attn: Katie Marschke Email: <a href="mailto:katie.marschke@icemiller.com">katie.marschke@icemiller.com</a>
And, as long as such party is a partner in Tenant, a copy to Investor:	Ohio Capital Corporation for Housing 88 East Broad Street Columbus, Ohio 43215 Attention: Asset Manager Telephone: (614) 224-8446
And a copy to:	Barnes & Thornburg LLP 41 South High Street, Suite 3300 Columbus, OH 43215 Attn: Jordan Carr

All such notices and other communications shall be to have been received (i) in the case of personal, electronic or local courier delivery, on the date of such delivery, (ii) in the case of delivery by overnight courier or express delivery service, on the next business day following dispatch, and (iii) in the case of certified mail return receipt requested, the date that is three (3)

business days after the date of such mailing. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, Landlord and Tenant, from time to time, may change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

8.2 Non-Merger. For so long as any debt secured by a Loan upon the leasehold created by this Ground Lease shall remain outstanding and unpaid, or so long as the Investor shall remain a partner in Tenant, unless Lenders shall otherwise consent in writing, there shall be no merger of either this Ground Lease or Tenant's Estate created hereunder with the fee estate of the Premises or any part thereof by reason of the fact that the same person (including without limitation Landlord) may acquire, own or hold, directly or indirectly, (x) this Ground Lease, Tenant's Estate created hereunder or any interest in this Ground Lease or Tenant's Estate (including the Improvements), and (y) the fee estate in the Premises or any part thereof or any interest in such fee estate (including the Improvements), unless and until all persons, including any assignee of Landlord, having an interest in (1) this Ground Lease or Tenant's Estate created hereunder, and (2) the fee estate in the Premises or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

8.3 Counterparts. This Ground Lease may be executed in counterpart.

8.4 Time of Essence: Time is and shall be of the essence for each and every provision of this Ground Lease.

8.5 Entire Agreement; Modifications; Surrender. This Ground Lease supersedes all prior discussions and agreements between the Parties with respect to the leasing of the Premises. This Ground Lease contains the sole and entire understanding between the Parties with respect to the transactions contemplated by this Ground Lease. Neither Party shall agree to the surrender of the Premises or any voluntary termination of this Ground Lease.

8.6 Governing Law. This Ground Lease, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the substantive laws of the State of Indiana without reference to the choice of law rules of the State of Indiana.

8.7 Severability. In the event any provision or portion of this Ground Lease is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

8.8 Memorandum of Lease. This Ground Lease shall not be recorded, but Landlord and Tenant shall cause a Memorandum of Lease to be recorded in the property records of the county in which the Premises are located, which memorandum shall specify the use restrictions set forth in Section 1.4, and that certain right of reversion and right of first refusal set forth in Sections 5 and 6 of that certain Conveyance Agreement by and between Landlord and the Bloomington Redevelopment Commission, dated December \_\_, 2024.

8.9 Binding Effect. This Ground Lease shall inure to the benefit of and be binding upon the Parties hereto, their heirs, successors, administrators, executors and permitted assigns.

## ARTICLE 9

### LEASEHOLD MORTGAGEE PROVISIONS

9.1 Notwithstanding anything in this Ground Lease to the contrary, the following provisions shall prevail during the term of any Leasehold Mortgage:

(a) Landlord shall not convey, transfer, assign, mortgage or encumber its interest in the Premises, without the prior written consent of Leasehold Mortgagee.

(b) No Modification. Tenant and Landlord shall not modify, amend, cancel, or terminate this Ground Lease, without the prior written consent of Leasehold Mortgagee and Investor.

(c) Landlord shall not accept a voluntary surrender of this Ground Lease by Tenant, without the prior written consent of Leasehold Mortgagee.

(d) Notice. Landlord agrees to give Leasehold Mortgagee and Investor (so long as the Investor is a partner in the Tenant), notice of all Events of Defaults under this Ground Lease, and to give to Leasehold Mortgagee and Investor (so long as Investor is a partner in the Tenant), a written copy of all notices and demands that Landlord gives to Tenant under this Ground Lease. Leasehold Mortgagee and Investor shall have the right, but not the obligation, to cure any Event of Default within the time periods set forth in Section 9.1(j), and Landlord shall accept such cure to the same extent as if it had been performed by Tenant.

(e) This Ground Lease may not be terminated in the event of a casualty or condemnation without the prior written consent of Leasehold Mortgagee.

(f) Notwithstanding anything to the contrary herein, so long as a Leasehold Mortgage encumbers the Premises: (a) all insurance proceeds payable in connection with any casualty, damage or destruction to any portion of the Premises to which the Tenant is entitled and/or any awards or sales proceeds which are attributable to any Improvements in the event any portion of the Premises is taken in any proceedings by public authorities (by condemnation or otherwise) or is acquired for public or quasi-public purposes by sale in lieu thereof, shall be applied as provided for under the provisions contained in the seniormost Leasehold Mortgage and any related documents and Landlord hereby subordinates any right that it may have to such proceeds, to the rights and liens of the Leasehold Mortgagee in and to such proceeds; (b) such payment must not be less than the total award minus the value of the remainder interest in the fee considered as unimproved; (c) in the event of a partial taking, Tenant shall be permitted to rebuild and restore the Improvements unless the Leasehold Mortgagee consents to distribution of such proceeds; (d) Leasehold Mortgagee shall be permitted to participate on Tenant's behalf in the adjustment of losses and settlement.

(g) Liability of Lenders. No Leasehold Mortgagee shall be or become liable to Landlord as an assignee of this Ground Lease or otherwise unless it expressly assumes by written instrument executed by Landlord and Leasehold Mortgagee such liability (in which event the Leasehold Mortgagee's liability shall be limited to matters occurring during the period of time during which it is the owner of the leasehold estate created hereby); provided, however, that an assumption shall be assumed upon a foreclosure or other appropriate proceedings in the nature thereof or as the result of any other action or remedy provided for by such Leasehold Mortgage or other instrument or from a conveyance from Tenant pursuant to which the purchaser at foreclosure or grantee shall acquire the rights and interest of Tenant under the terms of this Ground Lease. The liability of Leasehold Mortgagee (or its designee) hereunder (including following the foreclosure of the mortgage) shall be limited to its interest in the Premises and Leasehold Mortgagee (or its designee) shall automatically be released from such liability from and after the date it no longer holds an interest in the Premises.

(h) If Tenant defaults as mortgagor under a Leasehold Mortgage, such default shall not constitute an event of default hereunder except to the extent that Tenant's acts or omissions, in and of themselves, constitute an event of default under the express terms of this Ground Lease.

(i) New Lease. If this Ground Lease is terminated before the end of the lease term for any reason whatsoever, subject to the Use Agreement, Landlord shall enter into a new lease for the Premises with the senior most Leasehold Mortgagee, or its designee or nominee, upon the same terms and for the remainder of the lease term, effective as of the date of such termination, provided that such Leasehold Mortgagee shall make written request for such new lease within thirty (30) days after the date of such termination.

(j) Lender Cure Rights. Leasehold Mortgagee shall have the right, but not the obligation, to remedy any default under this Ground Lease or cause the same to be remedied and Landlord shall accept such performance by or at the instance of such Leasehold Mortgagee as if the same had been made by Tenant. There shall be added to any grace period allowed by the terms of this Ground Lease to Tenant for curing any default, an additional ninety (90) days in the case of default in payment of Rent and an additional one hundred twenty (120) days in the case of all other defaults, for such Leasehold Mortgagee to cure the same beyond the time allowed to Tenant, except that for any such default other than a default in payment of Rent, such one hundred twenty (120) day period shall be extended for such additional time as may be required for the Leasehold Mortgagee to succeed to Tenant's interest under this Ground Lease by foreclosure or otherwise, provided that such Leasehold Mortgagee has commenced the cure of such default or initiated proceedings to acquire Tenant's interest under this Ground Lease during the one hundred twenty (120) day cure period. In no event shall the continuation of this Ground Lease be conditioned on defaults that are personal to Tenant being cured by Leasehold Mortgagee.

(k) If applicable, Landlord shall give Leasehold Mortgagee notice of Tenant's failure to exercise any Lease renewal, extension or purchase options and permit Leasehold Mortgagee the right to exercise any such Lease renewal, extension or purchase rights

notwithstanding expiration of such rights following the Tenant's failure to do so for a period of thirty (30) days after notice from Landlord to Leasehold Mortgagee.

(l) Landlord shall cause any future fee mortgagee of Landlord's interest in the Premises to execute and deliver to Leasehold Mortgagee a commercially reasonable written agreement providing further assurance that (i) such fee mortgage does not encumber and is subject to the Lease and to the rights of Tenant and Leasehold Mortgagee under the Lease and (ii) upon any foreclosure under the fee mortgage, fee mortgagee will not disturb Tenant's and/or Leasehold Mortgagee's (as applicable) use and occupancy of the Premises.

(m) Landlord and Tenant acknowledge and agree that, during the term of any Leasehold Mortgage, Tenant shall be prohibited from subordinating its rights under the Lease to the lien of any fee mortgage.

(n) Landlord and Tenant acknowledge and agree that, each tenant of commercial space, if any, shall have the right to obtain a non-disturbance agreement from Landlord and Tenant.

(o) Estoppel. Landlord and Tenant agree that at any time and from time to time upon not less than twenty (20) days', upon request from any Leasehold Mortgagee or a permitted assignee or other interested party, Landlord or Tenant will execute, acknowledge and deliver to such Leasehold Mortgagee, in form and content satisfactory to the requesting Leasehold Mortgagee or permitted assignee or interested party, a statement in writing certifying, among other things, that (a) this Ground Lease is unmodified and in full force and effect; (b) the date through which the Rents have been paid; and (c) to the knowledge of the certifier (if such be the case), there is no default, set-off, defense or other claim against Landlord or Tenant, as applicable, other than those, if any, so specified under the provisions of this Ground Lease. It is intended that any such statement may be relied upon by any Leasehold Mortgagee or assignee of any Leasehold Mortgage.

(p) In the event of a partial condemnation, this Ground Lease shall continue unless Tenant and Landlord shall agree to terminate the Lease with the prior written consent of the Leasehold Mortgagee.

(q) Tenant's obligations to repair, restore, or replace the property following damage or destruction of the property shall be limited to the amount available from insurance proceeds.

(r) In the event a Leasehold Mortgagee succeeds to the interest of Tenant following a foreclosure of such Leasehold Mortgagee's mortgage or deed of trust, or by deed in lieu of foreclosure or otherwise, this Ground Lease, and all rights of the Tenant hereunder, shall be fully assignable by such Leasehold Mortgagee and such Leasehold Mortgagee may assign and/or sublet the Premises without any approval thereof by Landlord, except to the extent limited by the Use Agreement. In the event of such assignment, all rights of the Tenant under this Ground Lease shall inure to the benefit of such assignee of the Leasehold Mortgagee, subject to compliance with the obligations of Tenant arising after the date of such assignment as set forth in this Ground Lease. The

applicable Leasehold Mortgagee shall deliver to Landlord notice of any such sublet or assignment.

(s) Attornment. If a Leasehold Mortgagee succeeds to the interest of Tenant under this Ground Lease by foreclosure of such Leasehold Mortgagee's deed of trust or mortgage, or by a deed in lieu of foreclosure or otherwise, this Ground Lease shall be recognized as a direct lease from Landlord to such Leasehold Mortgagee or Leasehold Mortgagee's designee, and Landlord and such Leasehold Mortgagee or its designee shall each be bound to the other under all of the covenants, terms, conditions and agreements of this Ground Lease and any modifications or amendments thereof approved by the Lender in writing, during the remainder of the term thereof to the same extent as set forth therein, and with the same force and effect as if the Lender were the Tenant named in this Ground Lease. Upon such attornment, Landlord shall waive all defaults by Tenant which occurred prior to such Leasehold Mortgagee gaining possession of the Premises. It shall not be necessary, except as required by law, for such Leasehold Mortgagee to name Landlord as a party to enforce its rights under the documents executed in connection with and evidencing such Leasehold Mortgagee's Loan, or to prosecute any action at law to gain possession of the Premises. Notwithstanding anything to the contrary contained herein or in this Ground Lease, Landlord hereby covenants and agrees that no Leasehold Mortgagee or Leasehold Mortgagee's successors and assigns shall be (i) subject to any offsets or defenses which Landlord might have as to the Tenant, (ii) required to pay Landlord Rent for any rental period beyond the current rental period which Tenant might have paid to Landlord, or (iii) bound by or required to perform any duty, obligation, covenant, term or agreement of this Ground Lease contained in any amendments or modifications of this Ground Lease which have not been approved by such Lender.

*(signature page follows)*

IN WITNESS WHEREOF, this Ground Lease is made and entered by the parties hereto, intending to be legally bound, on the day and year first above written.

LANDLORD:

**HOUSING AUTHORITY OF THE CITY OF  
BLOOMINGTON, INDIANA**

By: \_\_\_\_\_

Name: Katherine Gazunis

Title: Executive Director

TENANT:

**KOHR BHA, LP**, an Indiana limited partnership

By: Kohr BHA Manager, LLC, an Indiana limited liability company, its General Partner

By: Brinshore Development, LLC, an Illinois limited liability company, its Manager

By: RJS Real Estate Services, Inc., an Illinois corporation, its Authorized Member

By: \_\_\_\_\_  
Richard Sciortino, its President



**EXHIBIT A**  
**LEGAL DESCRIPTION**

LOT 19 IN THE HOPEWELL WEST SUBDIVISION PER PLAT THEREOF RECORDED ON  
OCTOBER 14, 2024 WITH THE MONROE COUNTY RECORDER AS INSTRUMENT NO.  
2024010984.

## EXHIBIT B – DEFINITIONS

"Additional Rent" means all payments from the Tenant due to the Landlord as specified in Section 2.2.

"Casualty" means any fire, earthquake, act of God or other casualty causing damage to the Premises, the Improvements or any portion thereof, or any condemnation, taking or action by eminent domain of any portion of the Premises.

"Completion Date" means December 31, 2026.

"Construction Lender" means German American Bank.

"Construction Phase" means the construction phase of the Project Loan.

"Conversion Date" means the date upon which the Project converts from the Construction Phase to the Permanent Phase, pursuant to the terms of the First Loan Documents, including without limitation that certain [Construction Phase Financing Agreement] dated as of substantially even date herewith by and among [\_\_\_\_\_], as the same may be amended, modified or supplemented from time to time.

"Environmental Laws" means any applicable present or future federal, state or local law, ordinance, rule, regulation, permit, license or binding determination of any governmental authority relating to, imposing liability or standards concerning, or otherwise addressing the environment, health or safety, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.* ("CERCLA"); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.* ("TSCA"); the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; any so-called "Superfund" or "Super lien" law; and the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq.* ("OSHA"), as each is from time to time amended and hereafter in effect.

"First Lender" means Construction Lender, during the Construction Phase, and Permanent Lender during the Permanent Phase.

"First Loan" means the loan in first mortgage lien position, which is the Construction Loan during the Construction Phase and the Permanent Loan during the Permanent Phase.

"First Loan Documents" means the documents evidencing, securing and executed in connection with the First Loan.

"Environmental Reports" has the definition given in Section 4.8. "Event of Default" has the definition given in Section 6.1.

"Governmental Authorities" means any and all applicable Federal, state or local governmental or quasi-governmental entities, subdivisions, agencies, authorities or instrumentalities having jurisdiction over the Premises, the Improvements, Landlord or Tenant, including without limitation the City of Bloomington, Indiana.

"Hazardous Materials" means:

- a. those substances included within the definitions of "hazardous substance," "hazardous material," "toxic substance," "pollutants," or "hazardous waste" in any Environmental Law;
- b. petroleum crude oil or fraction thereof;
- c. any radioactive material, including any source, special nuclear or by-product material as defined in 42 U.S.C. Section 2011 *et seq.* and amendments thereto and reauthorizations thereof;
- d. asbestos-containing materials in any form or condition;
- e. polychlorinated biphenyls in any form or condition; or
- f. those other substances, materials and wastes which are or become classified as hazardous or toxic by any environmental law.

Notwithstanding anything to the contrary herein, the term "Hazardous Materials" shall not include products otherwise within the definition of the term "Hazardous Materials" but (a) which are used or disposed of by Tenant in amounts commonly found in complexes similar to the Premises; (b) the presence of which product in such quantities is not prohibited by applicable Environmental Laws; and (c) the storage, use and disposal of which are in all respects in accordance with applicable Environmental Laws.

"Improvements" means the Project and any related improvements, fixtures and other structures that comprise the Project, now existing (including the Existing Building) or hereafter constructed by Tenant on, under or across the Premises, including, without limitation, roads, parking lots, landscaping, drainage and other utility structures and facilities and other so-called "infrastructure" improvements.

"Capitalized Lease Payment" means such amount as set forth in the Basic Lease Information as the capitalized lease payment.

"Investor" means [Ohio Capital Corporation for Housing Fund, L.L.C.], its successors and assigns.

"Leasehold Mortgage" shall mean the mortgage(s) evidencing and securing the First Loan.

"Leasehold Mortgagee" shall mean the beneficiary under the Leasehold Mortgage.

"Land" means certain property particularly described on Exhibit A, and together with all and singular the rights, easements, licenses, privilege and appurtenances thereunto attaching or in any way belonging thereto.

"Landlord" means the Housing Authority of the City of Bloomington, Indiana.

"Legal Requirements" mean all laws, statutes, codes, ordinances, orders, rules, regulations and requirements of all Governmental Authorities and the appropriate agencies, officers, departments, boards and commissions thereof, whether now or hereafter in force, applicable to Landlord, Tenant, the Premises, or any portion thereof, to the extent so applicable, during the

rehabilitation and/or operation of the Premises, including without limitation construction codes, regulations governing access for people with disabilities, and such other applicable zoning, sanitary, pollution and other Environmental Laws (as hereafter defined) and environmental safety ordinances, laws and such rules and regulations promulgated thereunder.

"Lenders" means First Lender and Landlord.

"Loans" means the Construction Loan, the Permanent Loan, and the Seller Loan, each defined below:

"Construction Loan" means that certain borrower loan in the aggregate original principal amount of [\$ \_\_\_\_\_] made by Construction Lender, as evidenced by a promissory note executed by Tenant and payable to the order of Construction Lender.

"Permanent Loan" means that certain borrower loan in the aggregate original principal amount of [\$ \_\_\_\_\_] made by German American Bank as evidenced by [an amended and restated promissory] note executed by Tenant and payable to the order of Permanent Lender.

"Seller Loan" means the loan provided by Landlord in the original principal amount of \$1,600,000.00 as evidenced by a promissory note and other documents dated as of substantially even date herewith.

"Seller Loan Note" means the promissory note evidencing the Seller Loan.

"Operating Expenses" has the definition given in Section 3.3.

"Partnership Agreement" means that certain First Amended and Restated Limited Partnership Agreement of Tenant, dated as of even date herewith.

"Permanent Phase" means the permanent phase of the Project.

"Permanent Lender" means German American Bank.

"Permitted Encumbrances" means those matters expressly set forth on Exhibit E.

"Permitted Use" has the meaning set forth in Section 1.4.

"Plans and Specs" means those construction plans and specifications approved by Landlord as listed on Exhibit C.

"Premises" means the Land and the Improvements.

"Purchase Price" means the purchase price for the Improvements and transactions contemplated by this Ground Lease in the amount set forth in the Basic Lease Information.

"Regulatory Requirements" means the regulatory requirements applicable to the Premises, including without limitation those set forth in the Extended Use Agreement, and any other use restrictions, regulatory agreements and other encumbrances and/or contractual obligations set forth on the Permitted Encumbrances.

"Rent" means the Additional Rent and the Capitalized Lease Payment.

"Tenant" means Kohr BHA, LP, and Indiana limited partnership.

"Tenant's Estate" means Tenant's interest in the Premises pursuant to this Ground Lease, including the leasehold interest in the Land, the fee ownership interest in the Improvements, and any other interests conveyed pursuant to this Ground Lease.

"Term" means the term of this Ground Lease as set forth in the Basic Lease Information.

"Transfer" means any sale, assignment, transfer, conveyance, encumbrance, lien, mortgage, or hypothecation of any direct or indirect interest in the Premises, including without limitation any ownership interests in Tenant or Tenant's general partner.

**EXHIBIT C**  
**LIST OF PLANS AND SPECIFICATIONS**

**EXHIBIT D**  
**CONSTRUCTION BUDGET**

**EXHIBIT E**  
**PERMITTED ENCUMBRANCES**

1. GENERAL REAL ESTATE TAXES FOR THE YEAR 2024, TAX NO. 53-08-05-100-058.000-009.
2. GRANT OF EASEMENT DATED APRIL 29, 2010 AND RECORDED MARCH 18, 2011 AS DOCUMENT NO. 2011003828 IN FAVOR OF COMCAST OF ILLINOIS/INDIANA/OHIO, LLC.
3. RESTRICTIVE COVENANT DATED DECEMBER 22, 2023 AND RECORDED JANUARY 5, 2024 AS DOCUMENT NO. 2024000174 MADE BY THE CITY OF BLOOMINGTON, INDIANA, BY AND THROUGH THE BLOOMINGTON REDEVELOPMENT COMMISSION.
4. Mortgage by Tenant in favor of German American State Bank



**EXHIBIT D**  
**RESTRICTIVE COVENANT FORM**

Cross Reference to \_\_\_\_\_ (insert deed).

**RESTRICTIVE COVENANT**

THIS RESTRICTIVE COVENANT (the "**Covenant**") is made this \_\_\_\_ day of \_\_\_\_\_, 2024 (the "**Effective Date**"), by the Housing Authority of City of Bloomington, Indiana, its successors and assigns ("**Owner**") and the City of Bloomington Redevelopment Commission ("**RDC**").

WITNESSES THAT:

WHEREAS, simultaneously herewith, RDC is conveying to Owner that certain property located in Monroe County, Indiana, such property being more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**");

WHEREAS, Owner intends to develop a low income housing tax credit residential community on the Property and anticipates recording a Notice of Lien and Extended Use Agreement by and between Owner and the Indiana Housing and Community Development Authority (the "**LURA**");

WHEREAS, Owner and RC desire to subject the Property to certain use restrictions and to fix and establish such restrictions set forth in this Covenant, upon and subject to which all of the Property, or any part thereof, can only be developed, improved, held, leased, sold, used and/or conveyed.

NOW, THEREFORE, in consideration of the conveyance and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and RDC hereby covenant and agree as follows:

1. Restriction. The Owner, its successors and assigns, shall maintain the Property as permanent affordable housing in accordance with the LURA. After the expiration of the Compliance Period (as used in the LURA and Section 42 of the Internal Revenue Code), 100% of the Property shall be leased to low or very low income tenants (households with income no greater than 80% of AMI). This Covenant and the restrictions set forth herein shall expire on the date that is ninety-nine (99) years after the Effective Date.

2. Amendment. This Covenant may not be released and/or amended except in writing signed by the RDC, its successor or assigns.

3. Covenants Run With the Land. The restrictions contained herein shall be appurtenant to and for the benefit of RDC, and its respective successors and assigns, and shall be a burden on all portions of the Property and shall run with the land. This Covenant and the restrictions created hereby shall inure to the benefit of and be binding upon Owner and their successors in title to all or any portion of the Property.

4. Enforcement/Assignment. This Declaration may be enforced by RDC or any of its respective successors and assigns. Any such party, in the event of a breach of this Covenant, shall have all rights available at law and/or equity, including the right to bring a suit for injunctive relief or specific enforcement of the Covenant.

5. Governing Law. This Declaration shall be governed by and construed under the laws of the State of Indiana.

[SIGNATURES PAGES TO FOLLOW IN COUNTERPART]

IN WITNESS WHEREOF, the undersigned has caused the execution of this Covenant to be effective as of the day, year first above written.

Housing Authority of City of Bloomington, Indiana

By: \_\_\_\_\_  
(Signature)

Its: Katherine Gazunis, Executive Director

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared Katherine Gazunis, the Executive Director of Housing Authority of City of Bloomington, Indiana, who acknowledged execution of the foregoing Covenant as such officer acting for and on behalf of Housing Authority of City of Bloomington, Indiana

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name) Notary Public

My Commission Expires: \_\_\_\_\_ County of Residence: \_\_\_\_\_

City of Bloomington Redevelopment Commission

By: \_\_\_\_\_  
(Signature)

Its: \_\_\_\_\_  
(Printed Name and Title)

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of City of Bloomington Redevelopment Commission, who acknowledged execution of the foregoing Covenant as such officer acting for and on behalf of City of Bloomington Redevelopment Commission.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name) Notary Public

My Commission Expires: \_\_\_\_\_ County of Residence: \_\_\_\_\_

This instrument prepared by and when recorded return to: Katie Marschke, Ice Miller LLP, One American Square, Suite 2900, Indianapolis, IN 46282.

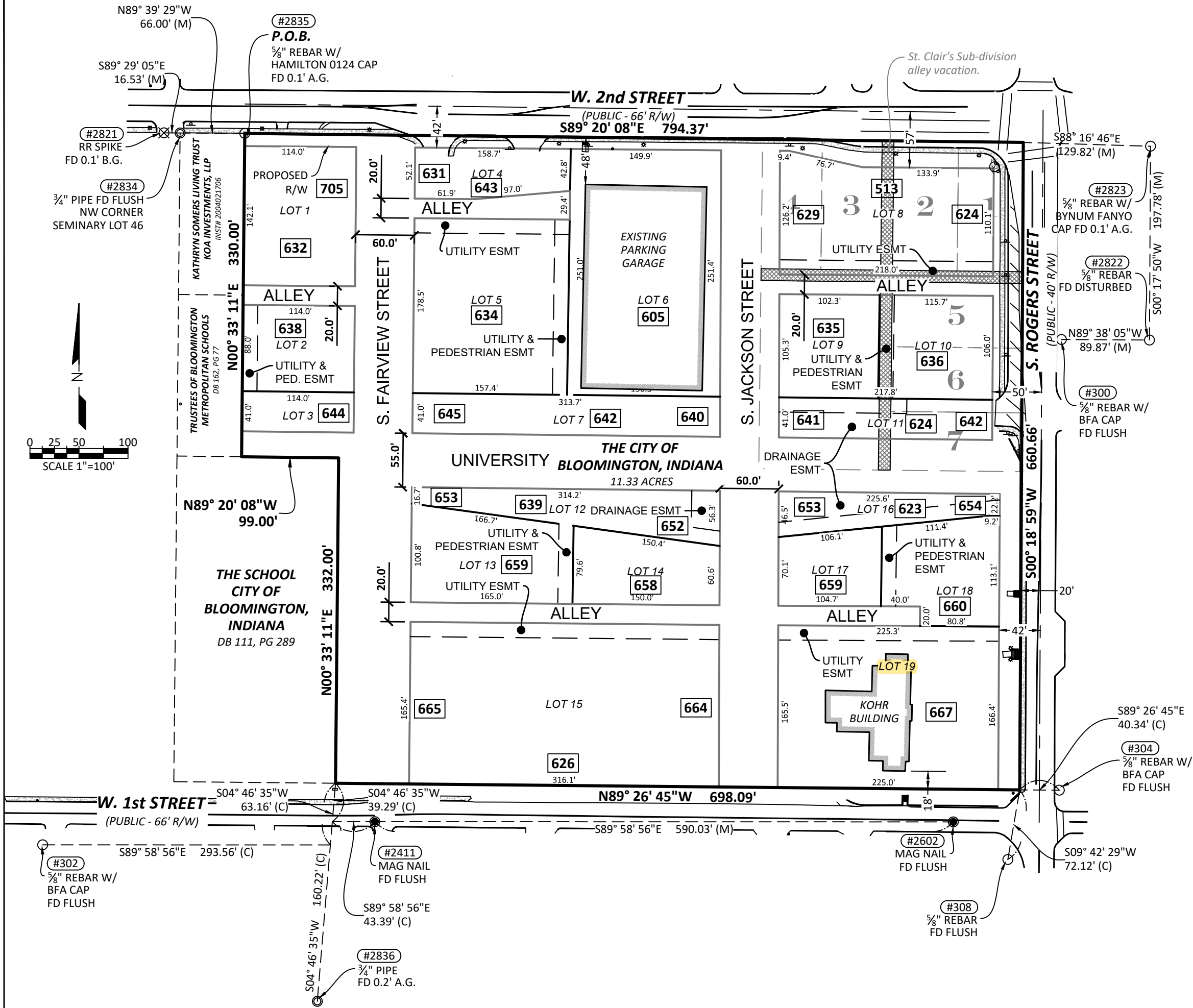
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Katie Marschke.

**EXHIBIT A**

Legal Description

LOT 19 IN THE HOPEWELL WEST SUBDIVISION PER PLAT THEREOF RECORDED ON OCTOBER 14, 2024 WITH THE MONROE COUNTY RECORDER AS INSTRUMENT NO. 2024010984.

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



LEGEND:

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

OWNER/DEVELOPER:

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

RECORD INFORMATION:

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

ZONING:

Subject: MM/TRO  
Adjoiners: MM, MI/TRO

TRANSFORM  
REDEVELOPMENT  
OVERLAY  
(TRO) SETBACKS:

FRONT = 0 TO 15 FEET  
SIDE = 0 FEET (5' ABUTTING  
RESIDENTIAL ZONING)  
REAR = 0 FEET (25' ABUTTING  
RESIDENTIAL ZONING)

FLOOD ZONE:

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

NOTES:

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

LEGAL DESCRIPTION

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

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

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

REPORT OF SURVEY

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

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

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

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

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

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

The field work was performed May, 2023.

SURVEYS & PLATS OF RECORD:

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

MONUMENTS FOUND:

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

DEED ANALYSIS:

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

ESTABLISHMENT OF LINES AND CORNERS:

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

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

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

Due to Occupation or possession lines: No discrepancies noted.

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

OWNER CERTIFICATION

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

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

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

The City of Bloomington, Indiana

STATE OF INDIANA COUNTY OF MONROE

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

WITNESS my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

Notary Public (Signature)

Notary Public (Printed Name)

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

PLAN COMMISSION AND BOARD OF PUBLIC WORKS

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

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

Director of Planning & Transportation Department

SURVEYOR'S CERTIFICATION

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

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

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

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

Certified this 10th day of April, 2024.

Christopher L. Porter

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



Bledsoe Riggert Cooper James

BRCJ

LAND SURVEYING • CIVIL ENGINEERING • GIS

1351 West Tapp Road Bloomington, Indiana 47403

Phone: 812-336-8277 Email: cporter@brcjcivil.com

PLAT DATED: April 10, 2024 JOB # 11335

**24-90  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA**

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

- WHEREAS, on August 3, 2020, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review & Approval Form (“Form”) authorizing services related to a match required by the terms of a federal EDA CARES Act grant to construct a tech center in the Trades District, now known as The Forge (“Project”); and
- WHEREAS, in Resolution 22-15, the RDC approved an Agreement with Axis Architecture Interiors, LLC (“Axis”) to provide the design services for the Project (“Agreement”), which was first amended in Resolution 22-96; and
- WHEREAS, the total amount for the Agreement as amended was \$411,532.50; and
- WHEREAS, staff have negotiated a second amendment to the Agreement to add reimbursable expenses that were not initially contemplated when the Agreement was approved, including travel reimbursement, blueprints, detailed printing, etc. (“Additional Services”); and
- WHEREAS, Axis along with City staff have determined that the Additional Services will require an additional \$6,208.26 in the Second Amendment to the Agreement (“Amendment”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, this Amendment will bring the total amount for the Agreement from \$411,532.50 to \$417,740.76; and
- WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form that updates the cost estimate for the Project, and is attached to this Resolution as Exhibit B; and
- WHEREAS, an explanation of the Additional Services is attached to this Resolution as Exhibit C; and
- WHEREAS, the RDC has available funds within the Consolidated TIF to pay for the Services;

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

1. The RDC reaffirms its approval of the Project to construct The Forge as a technology center in the Trades District.

2. The RDC hereby approves the Amendment to the Agreement, which is attached to this Resolution as Exhibit A, for the Additional Services to be compensated in an amount not to exceed an additional Six Thousand Two Hundred Eight Dollars and Twenty-Six Cents (\$6,208.26). This brings the total amount under the Agreement as amended to an amount not to exceed \$417,740.76 to be paid in accordance with the terms of the Agreement.
3. All invoices shall be reviewed and approved by the Department of Economic and Sustainable Development and the Controller's office pursuant to the RDC and City of Bloomington's normal acquisition procedures, and the funding used for the Services shall come from the Consolidated TIF (Downtown).
4. The funding authorizations contained in this Resolution shall terminate on April 30, 2025, unless otherwise extended by the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Deborah Myerson, President

ATTEST:

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John West, Secretary

---

Date



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

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

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

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

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

WHEREAS, the amount necessary to cover the Additional Services shall not to exceed Six Thousand Two Hundred Eight Dollars and Twenty-Six Cents (\$6,208.26); and

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

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

1. Article 1. Scope of Services Consultant shall perform Additional Services.
2. Article 4. Compensation The City shall pay Consultant for all fees and expenses in an amount not to exceed a total of **Four Hundred Seventeen Thousand Seven Hundred Forty Dollars and Seventy-Six Cents (\$417,740.76)**. The amended not-to-exceed total represents an increase of Six Thousand Two Hundred Eight Dollars and Twenty-Six Cents (\$6,208.26) from the previous not-to-exceed total of \$411,532.50.

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

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

**CITY OF BLOOMINGTON**

**AXIS ARCHITECTURE INTERIORS, LLC**

\_\_\_\_\_  
Margie Rice, Corporation Counsel

\_\_\_\_\_  
Drew White, Founding Partner

**BLOOMINGTON**  
**REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Deborah Myerson, President

**EXHIBIT A**  
**(Amended Scope of Services)**

**See attached.**

City of Bloomington  
Redevelopment Commission  
**Amended** Project Review & Approval Form

**Please Note:**

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

To Be Completed by Requesting Party:

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

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

**Project Description:**

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

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

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

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

**Location:** Bloomington Trades District.

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

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

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

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

**Financial Information:**

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

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

Step	Description	Quoted Cost	Timeline
1.	Application Project Management	\$3,000	July/Aug. 2020
2.	NEPA Consultant	\$8,650	August 2020
2a.	Added NEPA Services	\$21,740	Jan.2021
3.	Architecture/Engineering (Pre-App)	\$38,000	September 2020
3a.	Added A/E Services	\$29,970	January 2021
4.	<u>Design</u>		2021-2025
4a	Design Services – Axis Architecture	<del>\$411,532.50</del> \$417,740.76	2022-2024
4b	Solar Design – MPI Solar	\$1,900	2024
5	Construction Manager – Weddle Brothers	\$15,000 + 1.85% of Project	2023-2025
6	Construction	\$10,601,942	2023-2025
7	LEED Commissioning – Applied Engineering Services	\$47,000	2023-2025
8	Dimension Mill Partnership Agreement (CTP Fund)	\$400,000	2023-2024
9.	Access Control and Video Monitoring – Tech Electronics of Indiana, LLC	\$15,687.00	2024-2025

**TIF District:** Consolidated TIF (Expanded Downtown)

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

- 20-54 Approval of Third Addendum for Project Manager
- 20-60 Agreement with NEPA Consultant
- 20-61 Agreement with Axis Architecture for Design Services
- 21-05 Amendment with Axis for Design Services
- 21-06 Amendment with NEPA Consultant Little River
- 22-06 Amended Project Review and Approval Form
- 22-15 Agreement with Axis Architecture for Phase II Design
- 22-96 Amendment to Agreement with Axis Architecture
- 23-05 Partnership Agreement with Dimension Mill, Inc. (DMI)
- 23-41 Amendment to Partnership Agreement with DMI and Approval of  
Funding for Construction Manager as Advisor and LEED  
Commissioning Agent
- 23-63 Approval of MOU with CBU for Green Roof Infrastructure
- 23-72 Approval of Amended Project Review Form
- 23-74 Approval of Contracts for Bid Packages #1
- 23-75 Approval of Contracts for Bid Packages #2 and #4
- 23-93 Approval of Contracts for Bid Package #7
- 23-94 Approval of Contracts for Bid Package #8
- 23-95 Approval of Contracts for Bid Package #9
- 24-31 Approval of Model Lease
- 24-43 Agreement with MPI Solar for Solar Design
- 24-84 Agreement with Tech Electronics for Access Control
- 24-90 Second Amendment to Design Agreement with Axis

To Be Completed by Redevelopment Commission Staff:

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

STUDIO**AXIS**  
618 East Market Street  
Indianapolis, IN 46202



**December 9, 2024**

Jane Kupersmith  
Director, Economic and Sustainable Development  
City of Bloomington  
401 North Morton Street, Suite 150  
Bloomington, IN 47404

**Re: Bloomington Trades Technology Center – Reimbursable Expenses**

Jane,

Per the Redevelopment Commission's request, let this letter serve as a brief statement regarding reimbursable expenses for the recently completed Bloomington Trades Technology Center project.

The project scope and extended timeline were factors in incurring additional reimbursable expenses. Per the client's request, a variance was filed during the design period to allow inclusive restrooms in the building. The project also underwent periods of holding during the design, pausing for the City to finalize the program and use of the building and bring a construction manager on board, which extended the project's duration.

StudioAXIS had two agreements with the City of Bloomington for this project. The agreement dated August 28, 2020, for the Phase 1 EDA Grant had a Not-to-Exceed amount for reimbursable expenses of \$2,500. The second agreement, dated March 16, 2022, for Phase 2 of the building's design, did not have a not-to-exceed amount for reimbursable expenses.

We enjoyed working on this project and do not hesitate to ask any further questions.

Respectfully,

A handwritten signature in black ink that reads 'Ashley Thornberry'.

**Ashley Thornberry**  
Associate Partner  
STUDIO**AXIS**

CC: Larry Allen, Susan Coates  
File

**24-91  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF ENCROACHMENT AGREEMENT  
FOR THE FORGE (a.k.a. TRADES DISTRICT TECH CENTER)**

WHEREAS, the City of Bloomington Redevelopment Commission (“Owner” or “RDC”) owns the real property at 617 N. Madison Street, Bloomington, Indiana, Instrument No. 2011013164, in the Office of the Recorder of Monroe County (the “Property”); and

WHEREAS, construction of The Forge on the Property is substantially complete (the “Project”); and

WHEREAS, as part of the Project plans, a concrete walkway was constructed along the building. The walkway was partially built in an existing platted alley and requires an encroachment agreement with the City of Bloomington Board of Public Works (the “Encroachment Agreement”), which is attached to this Resolution as Exhibit A;

WHEREAS, the Bloomington Board of Public Works approved the Encroachment Agreement in BPW Resolution 2024-080 on December 3, 2024.

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

1. The Encroachment Agreement in Exhibit A is approved.
2. The RDC authorizes its President, Deborah Myerson, or her designee, to sign the Encroachment Agreement on its behalf.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Deborah Myerson, President

ATTEST:

\_\_\_\_\_  
John West, Secretary

Date: \_\_\_\_\_



**BOARD OF PUBLIC WORKS  
RESOLUTION 2024-080**

**Memorandum of Understanding for Encroachment between  
the City of Bloomington and the Bloomington Redevelopment Commission**

**WHEREAS**, the Bloomington Redevelopment Commission (hereinafter "Owner") owns the real property at 617 N Madison St, Bloomington, Indiana 47404 which real estate is more particularly described in a deed recorded as Instrument No. 2023004039, in the Office of the Recorder of Monroe County (hereinafter "Property"); and

**WHEREAS**, Owner recently built a structure on the Property, commonly known as the Forge Development; and

**WHEREAS**, the alley located to the west of the building is coarse gravel and considered an unmaintainable surface; and

**WHEREAS**, per directives by the Monroe County Building Inspector and the local Fire Marshal, a maintainable surface had to be provided on a temporary basis until future alleyway improvements take place;

**WHEREAS**, to comply with the directives issued, a concrete walkway was installed to provide a temporary means of egress for the building; and

**WHEREAS**, the concrete walkway encroaches on the alleyway west of the building; and

**WHEREAS**, Owner is requesting the following encroachment:

A concrete walkway located 4' 10" off the face of the west wall of the building.

The concrete walkway is 5'-0" wide and 45' long.

**WHEREAS**, the City of Bloomington ("City") neither desires nor intends to vacate this right of way; and

**WHEREAS**, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks.

**NOW, THEREFORE, BE IT RESOLVED:**

That the City agrees not to initiate any legal action against Owner or its successor(s) in interest regarding the encroachments into the described right-of-way provided that

1. Owner agrees to maintain all of the described encroachments and to keep them in a safe and good condition. Owner shall be responsible for

timely performance of maintenance and shall bear all expense regarding such maintenance.

2. The encroachments shall not deviate from the design which is depicted in Exhibit 1 of this Resolution. Exhibit 1 is attached hereto and incorporated herein by reference as though fully set forth.
3. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the Property.
4. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the City.
5. The terms of this Resolution shall be in effect upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner and acknowledgement by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachments are undesirable in terms of the general welfare of the City; and (c) the return of a copy of the signed and notarized Resolution to the Engineering Department.
6. Owner understands and agrees that if the City or a public utility needs to work in said area for any reason, and any of the encroachments need to be removed to facilitate the City or a utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by the City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
7. If at any time it is determined that the encroached upon areas should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
8. In the event the Owner sells the property during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.

9. In consideration for the use of the property, pursuant to this Resolution, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, (collectively, the "Owner Parties") hereby acknowledges and agrees to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorney's fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, and for the same consideration hereby agree to indemnify, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property by the Owner Parties pursuant to this Resolution, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract. Owner expressly acknowledges that this Resolution is intended to be as broad as permitted by law, subject to the terms and conditions hereof, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.
10. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. Owner expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
11. This Resolution is effective only until the alley to the west of the building is converted to a maintainable surface, at which point this encroachment agreement shall expire.
12. Deborah Myerson, President of the Bloomington Redevelopment Commission, agrees by signing that she has full power by proper action to enter into this agreement and has authority to do so on behalf of Owner.

IN WITNESS WHEREOF, the Board of Public Works has executed this Resolution 2024-080 this 3<sup>rd</sup> day of December, 2024.

**CITY OF BLOOMINGTON**

**BLOOMINGTON REDEVELOPMENT  
COMMISSION**

**BOARD OF PUBLIC WORKS**

By:   
Kyla Cox Deckard, President

By: \_\_\_\_\_  
Deborah Myerson, President

Resolution 2024-080

By: [Signature]  
Elizabeth Karon, Vice President

Date: 12/3/24

By: [Signature]  
James Roach, Secretary

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Elizabeth Karon, and James Roach of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing instrument.

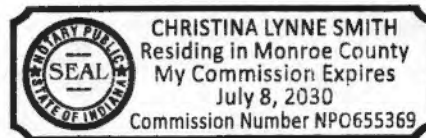
WITNESS, my hand and notarial seal this 3<sup>rd</sup> day of December, 2024.

Resident of Monroe County

My Commission #: NPO655369

My Commission expires: 07/08/2030

[Signature]  
Notary Public Signature  
Christina Lynne Smith  
Printed Name



STATE OF INDIANA )  
 ) SS:  
COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared Deborah Myerson, President of the Bloomington Redevelopment Commission, who acknowledged the execution of the foregoing instrument.

WITNESS, my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Resident of \_\_\_\_\_ County

My Commission #: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name

**24-92**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF INTERCONNECTION AGREEMENT WITH DUKE ENERGY FOR THE  
FORGE SOLAR ARRAY**

WHEREAS, on August 3, 2020, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review & Approval Form (“Form”) authorizing services related to a match required by the terms of a federal EDA CARES Act grant to construct a tech center, “The Forge” in the Trades District (“Project”); and

WHEREAS, as part of the project, the RDC installed a solar array; and

WHEREAS, connection of The Forge’s solar array to the electrical grid requires an interconnection agreement with Duke Energy, which is attached to this Resolution as Exhibit A.

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

1. The RDC reaffirms its support of the Project and reiterates that it serves the public’s best interests.
2. The RDC approves the Interconnection Agreement attached to this Resolution as Exhibit A.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Deborah Myerson, President

ATTEST:

\_\_\_\_\_  
John West Secretary

\_\_\_\_\_  
Date

**INTERCONNECTION AGREEMENT  
FOR LEVEL 2 OR LEVEL 3 FACILITIES**

**THIS INTERCONNECTION AGREEMENT** ("Agreement") is made and entered into this 12<sup>th</sup> day of November, 2024, by and between Duke Energy Indiana, Inc. ("Company"), and **City of Bloomington Redevelopment Commission** ("Customer"). Company and Customer are hereinafter sometimes referred to individually as "Party" or collectively as "Parties".

**WITNESSETH:**

**WHEREAS**, Customer is installing, or has installed, generation equipment, controls, and protective relays and equipment ("Generation Facilities") used to interconnect and operate in parallel with Company's electric system, which Generation Facilities are more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: **617 N Madison St, Bloomington, IN 47404 (Account number 910170217724)**

Generator Size and Type: **Forty-nine 320-W Boviet BVM661M-320 solar panels (15.68 kW total DC) and a 20 kW SMA Sunny TriPower X 20-US inverter.**

**NOW, THEREFORE**, in consideration thereof, Customer and Company agree as follows:

- 1. Application.** It is understood and agreed that this Agreement applies only to the operation of the Generation Facilities described above and on Exhibit A.
- 2. Interconnection.** Company agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Company's electric system in accordance with any operating procedures or other conditions specified in Exhibit A. By this Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the Generation Facilities. The Generation Facilities installed and operated by or for Customer shall comply with, and Customer represents and warrants their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) Company's rules and regulations, including Company's Standard Contract Rider No. 80 and Company's General Terms and Conditions for Electric Service, each as contained in Company's Retail Electric Tariff and as each may be revised from time to time with the approval of the Indiana Utility Regulatory Commission ("Commission"); (c) the rules and regulations of the Commission, including the provisions of 170 Indiana Administrative Code 4-4.3, as such rules and regulations may be revised from time to time by the Commission; and (d) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time.

Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Generation Facilities in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Generation Facilities from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.

Customer agrees that, without the prior written permission from Company, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in Exhibit A, and no relay or other control or protection settings specified in Exhibit A shall be set, reset,

adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Company approved settings.

**3. Operation by Customer.** Customer shall operate the Generation Facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. At all times when the Generation Facilities are being operated in parallel with Company's electric system, Customer shall so operate the Generation Facilities in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other customers or to any electric system interconnected with Company's electric system. Customer understands and agrees that the interconnection and operation of the Generation Facilities pursuant to this Agreement is secondary to, and shall not interfere with, Company's ability to meet its primary responsibility of furnishing reasonably adequate service to its customers.

Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from Company's electric system in the event of a fault on Company's electric system, a fault on Customer's electric system, or loss of a source or sources on Company's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Company's electric system. Additionally, if the fault is on Customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's electric system. Upon Company's request, Customer shall promptly notify Company whenever such automatic disconnecting devices operate.

**4. Access by Company.** Upon reasonable advance notice to Customer, Company shall have access at reasonable times to the Generation Facilities whether before, during or after the time the Generation Facilities first produce energy, to perform reasonable on-site inspections to verify that the installation and operation of the Generation Facilities comply with the requirements of this Agreement and to verify the proper installation and continuing safe operation of the Generation Facilities. Company shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from Company's electric system. The cost of such inspection(s) shall be at Company's expense; however, Company shall not be responsible for any other cost Customer may incur as a result of such inspection(s). Company shall have the right and authority to isolate the Generation Facilities at Company's sole discretion if Company believes that: (a) continued interconnection and parallel operation of the Generation Facilities with Company's electric system creates or contributes (or will create or contribute) to a system emergency on either Company's or Customer's electric system; (b) the Generation Facilities are not in compliance with the requirements of this Agreement, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or (c) the Generation Facilities interfere with the operation of Company's electric system. In non-emergency situations, Company shall give Customer reasonable notice prior to isolating the Generating Facilities.

**5. Rates and Other Charges.** This Agreement does not constitute an agreement by Company to purchase or wheel power produced by the Generation Facilities, or to furnish any backup, supplemental or other power or services associated with the Generation Facilities, and this Agreement does not address any charges for excess facilities that may be installed by Company in connection with interconnection of the Generation Facilities. It is understood that if Customer desires an agreement whereby Company wheels power, or purchases energy and/or capacity, produced by the Generation Facilities, or furnishes any backup, supplemental or other power or services associated with the Generation Facilities, then Company and Customer may enter into another mutually acceptable separate agreement detailing the charges, terms and conditions of such purchase or wheeling, or such backup, supplemental or other power or services. It is also understood that if any such excess facilities are required, including any additional metering equipment, as determined by Company, in order for the Generation Facilities to interconnect with and operate in parallel with Company's electric system, then a separate Excess Facilities

Agreement shall be executed by Company and Customer in accordance with Company's Standard Contract Rider No. 53 contained in Company's Retail Electric Tariff, which rider details the charges and terms of such excess facilities, as the same may be revised from time to time with the approval of the Commission.

**6. Insurance.** Customer shall procure and keep in force during all periods of parallel operation of the Generation Facilities with Company's electric system, the following insurance to protect the interests of Company under this Agreement, with insurance carriers acceptable to Company, and in amounts not less than the following:

Coverage	Limits
<b>Comprehensive General Liability</b>	
<b>Contractual Liability</b>	
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

Customer shall deliver a CERTIFICATE OF INSURANCE verifying the required coverage to:

Duke Energy  
Attention: Interconnection c/o Mail Code DEP-20B  
525 S. Tryon St  
Charlotte, NC 28202

at least fifteen (15) days prior to any interconnection of the Generation Facilities with Company's electric system, and thereafter as requested by Company.

If Customer is sufficiently creditworthy, as determined by Company, then, in lieu of obtaining all or part of the above-specified required insurance coverage from insurance carriers acceptable to Company, Customer may self insure all or part of such required insurance coverage provided that Customer agrees to defend Company and to provide on a self insurance basis insurance benefits to Company, all to the same extent as would have been provided under this Agreement pursuant to the above insurance provisions of this Section 6. By utilizing self insurance to provide all or part of the above-specified required insurance, Customer shall be deemed to have agreed to the provisions of the previous sentence of this Section 6.

**7. Indemnification.** Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities used in connection with this Agreement. Upon written request of the Party seeking relief under this Section 7, the Indemnifying Party shall defend any suit asserting a claim covered by this Section 7. If a Party is required to bring an action to enforce its rights under this Section 7, either as a separate action or in connection with another action, and said rights are upheld, the Indemnifying Party shall reimburse such Party for all expenses, including attorney's fees, incurred in connection with such action.

**8. Effective Term and Termination Rights.** This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Agreement. This Agreement may be terminated for the following reasons: (a)



Customer may terminate this Agreement at any time by giving Company at least sixty (60) days' prior written notice stating Customer's intent to terminate this Agreement at the expiration of such notice period; (b) Company may terminate this Agreement at any time following Customer's failure to generate energy from the Generation Facilities in parallel with Company's electric system within twelve (12) months after completion of the interconnection provided for by this Agreement; (c) either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) days' prior written notice that the other Party is in default of any of the material terms and conditions of this Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity for the Party in default to cure the default; or (d) Company may terminate this Agreement at any time by giving Customer at least sixty (60) days' prior written notice in the event that there is a change in an applicable rule or statute affecting this Agreement.

**9. Termination of Any Applicable Existing Agreement.** From and after the date when service commences under this Agreement, this Agreement shall supersede any oral and/or written agreement or understanding between Company and Customer concerning the service covered by this Agreement and any such agreement or understanding shall be deemed to be terminated as of the date service commences under this Agreement.

**10. Force Majeure.** For purposes of this Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction; blight; famine; blockade; or quarantine.

If either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under this Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

**11. Dispute Resolution.** In the event that Customer and Company are unable to agree on matters relating to this Agreement, either Customer or Company may submit a complaint to the Commission in accordance with the Commission's applicable rules.

**12. Commission Jurisdiction and Company Rules.** Both Company and this Agreement are subject to the jurisdiction of the Commission. To the extent that Commission approval of this Agreement may be required now or in the future, this Agreement and Company's commitments hereunder are subject to such approval. Customer's use of the Generation Facilities is subject to the rules and regulations of Company, including Company's General Terms and Conditions for Electric Service, as contained in Company's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement, effective as of the date first above written.

**DUKE ENERGY INDIANA, INC.**

**CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Deborah Myerson

Title: \_\_\_\_\_

Title: President WHEREAS, on August 3, 2020, the Redevelopment Commission of the City of Bloomington ("RDC") approved a Project Review & Approval Form ("Form") authorizing services related to a match required by the terms of a federal EDA CARES Act grant to construct a tech center, "The Forge" in the Trades District ("Project"); and

## **Exhibit A**

### **Interconnection Agreement – City of Bloomington**

Exhibit A includes this page and the following attachment:

Attachment #1: "SINGLE LINE DIAGRAM"

Description of Generator and Interconnection Facilities:

The generation facilities consist of forty-nine 320-W PV modules and a 20 kW inverter, and are located at 617 N Madison St, Bloomington, IN 47404. The primary purpose for the arrays is for meeting or reducing the customer's base load. Paralleling capability is for extended times.

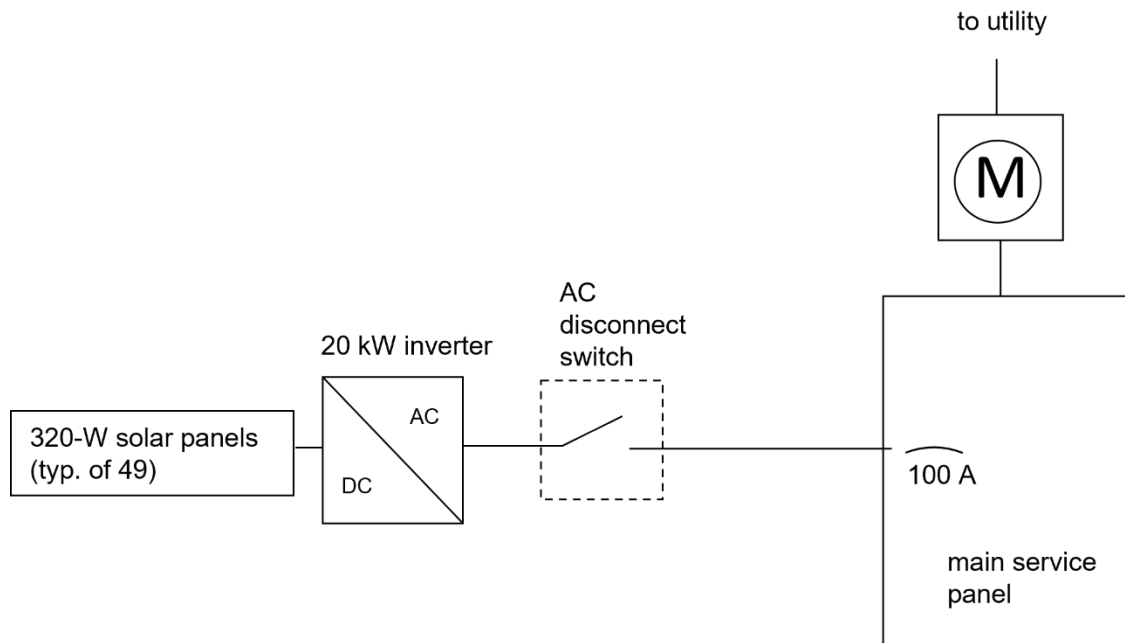
Customer takes service from the Company a three-phase, 500 kVA, 12470-277/480 V transformer. Customer's solar array feeds through an AC disconnect switch to a 100-amp circuit breaker in the customer's main switchgear. The inverter is UL 1741 compliant.

Conditions of Parallel Operation:

The Customer may operate the PV system in parallel with the Company's system only when the following conditions are met:

1. The inverter and interconnection system configuration is as described above and as shown on Attachment #1.

**Exhibit A**  
**Attachment #1 – SINGLE LINE DIAGRAM**  
**Interconnection Agreement**  
**City of Bloomington**



**24-93**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PAYMENT FOR THE FOURTH STREET PARKING GARAGE REPAIRS**

- 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 Parking Garage (“Project”); and
- WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 (“Bonds”); and
- WHEREAS, while the Project has reached final completion, there are items necessary to correct certain design defects along the storefront and commercial spaces; and
- WHEREAS, City staff negotiated an agreement with CSO Architects to retain \$63,526.66 from the original design fees to make the necessary defect repairs (“Funds”); and
- WHEREAS, in Resolution 24-03, the RDC approved an Amended Project Review & Approval Form (“Amended Form”), which supported the reallocation of the Funds to repair the design defects; and
- WHEREAS, City staff contracted with Harrell-Fish Inc. (HFI) to perform the repairs to the 4<sup>th</sup> Street Garage in an amount totaling \$55,000. The agreement is attached to this Resolution as Exhibit A; and
- WHEREAS, the Board of Public Works approved the agreement with HFI on March 26, 2024; and
- WHEREAS, the Amended Form is attached to this Resolution as Exhibit B.

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

1. The Redevelopment Commission finds that the Project has a valid public purpose and serves the public’s best interest.
2. The RDC hereby approves payment for the repair in an amount not to exceed \$55,000.000 out of the remaining Funds in the Consolidated TIF as detailed in the Amended Form attached to this Resolution as Exhibit B.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson, President

ATTEST:

---

John West, Secretary

---

Date



## Board of Public Works Staff Report

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**Project/Event:** 4<sup>th</sup> Street Garage Parking Condensate Pans  
**Petitioner/Representative:** PW Parking Services, Jess Goodman  
**Staff Representative:** Jess Goodman  
**Date:** 3.13.2024

---

**Report:**

HFI shall provide the following services:

**Inclusions:**

- Fabricate four (4) condensate pans for four (4) large LG heat pumps.
- Raise existing LG heat pumps and install new condensate pans under them.
- Furnish and install condensate piping from each pan to existing 6" PVC stack nearby.
- Furnish and install heat tracing on all condensate piping and pans to prevent freezing of water in freezing temperatures.
- Insulate all new condensate piping between pans and stack.
- Startup and verify operation.
- Lift Rental.

**Exclusions:**

- Work beyond the scope of work listed above.
- Overtime/Shift Work.
- Sales Tax.

Total cost of contract = \$55,000.00

Project Funding Source: 439-15-159002-53990

---

**Recommend** ☒ **Approval** ☐ **Denial by:** Jess Goodman

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND HARRELL FISH, INC.**

This Agreement, entered into on this 26th day of March, 2024, by and between the City of Bloomington Department of Public Works (the “Department”), and Harrell Fish, Inc. (“Contractor”).

**Article 1. Scope of Services** After receiving a **Notice to Proceed**, Contractor shall install 4 condensate pans for four large LG heat pumps, piping from each pan to the existing PVC stack, heat tracing on all piping, and insulate new piping. These services will be performed at the City of Bloomington Fourth St. garage (“Services”) for a set price not to exceed Fifty Five Thousand dollars (\$55,000.00). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Jessica Goodman, Parking Garage Manager, Public Works Parking Services Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care** Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifty Five Thousand dollars (\$55,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Jessica Goodman, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

**Article 5. Appropriation of Funds** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.



**Article 6. Schedule** Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

**Article 7. Termination** In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

**Article 8. Identity of the Contractor** Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Ownership of Documents and Intellectual Property** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

**Article 10. Independent Contractor Status** During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 11. Indemnification** Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory

requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

**Article 13. Conflict of Interest** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 14. Waiver** No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party’s right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 15. Severability** The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 16. Assignment** Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 17. Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

**Article 18. Governing Law and Venue** This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor’s work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and

discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**Article 20. Compliance with Laws** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 21. E-Verify** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**Article 22. Notices** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**Department:** City of Bloomington Public Works, Attn: Jessica Goodman, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

**Contractor:** HFI, 2010 Fountain Drive, P.O. Box 1998, Bloomington, IN 47402

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

**Article 23. Integration and Modification** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

**Article 24. Non-Collusion** Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

**Article 25. Renewal** This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

**Article 26. Living Wage Ordinance** Contractor is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and

up to 15% of that amount, or \$2.36, may be in the form the covered employer's contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

**CITY OF BLOOMINGTON**

**HFI, Harrell-Fish Incorporated**

\_\_\_\_\_  
Margie Rice, Corporation Counsel

\_\_\_\_\_  
Aaron Wagoner, Account Manager

**CITY OF BLOOMINGTON PUBLIC WORKS**

\_\_\_\_\_  
Adam Wason, Director

\_\_\_\_\_  
Kyla Cox Deckard, President, Board of Public Works

**EXHIBIT A**

**E-VERIFY AFFIDAVIT**

STATE OF INDIANA                    )  
  )SS:  
COUNTY OF \_\_\_\_\_)

**AFFIDAVIT**

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)
2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA                    )  
  )SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public Printed Name

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

My Commission #: \_\_\_\_\_

**EXHIBIT B**

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

**NON-COLLUSION AFFIDAVIT**

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**HARRELL FISH, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public Printed Name

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

My Commission #: \_\_\_\_\_

**EXHIBIT “C”**

**AFFIDAVIT THE LIVING WAGE ORDINANCE**

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)  
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
4. The projected employment needs under the award include the following: [Click here to enter text.](#)
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
\_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2024.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Commission Number

City of Bloomington  
Redevelopment Commission  
Project Review & Approval Form

**Please Note:**

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

To Be Completed by Requesting Party:

**Project Name:** 4<sup>th</sup> Street Parking Garage

**Project Manager(s):** Deb Kunce and Josh Scism, JS Held; Michelle Wahl; Adam Wason.

**Project Description:**

This is a project to retain all necessary design, construction management, and contracting for the design and construction of the 4<sup>th</sup> Street Parking Garage. The 4<sup>th</sup> Street Garage includes demolition of the existing garage and construction of no more than 550 parking spaces.

Included with the anticipated project costs below, the 4<sup>th</sup> Street Garage shall also include the following sustainable design features as have been contemplated by the RDC and the City:

- At least ten (10) electric vehicle charging stations in an area of priority parking with a design (conduit throughout the facility) that allows for the garage to be retrofitted for more charging stations as demand for the stations requires;
- Solar panels to offset the electric needs of the facility, at a minimum of 12,000 kilowatts. This level of coverage may be revisited after design details have been determined to see if additional solar can be added;
- Bicycle parking for a minimum of fifty (50) bikes, which shall include ten (10) bike lockers. The lockers may be located either inside or outside, or both, as the design determines;
- 25% of all parking spaces in the garage designed for use by compact vehicles;
- Dedicated carpool parking;
- A maintenance and caretaking plan for the life of the garage;
- Retail space on the ground floor;
- Two public restrooms;
- A designated area for transportation pickup and dropoff (car share, taxi, Uber, Lyft, etc.);
- Parksmart Sustainability Certification with the goal of achieving silver depending on ultimate facility design; and
- The design will include public art and be architecturally significant.

**Project Timeline: Start Date: Spring 2019**



**End Date:     Fall 2021**

**Financial Information:**

Estimated full cost of project:	\$18,540,000
Sources of funds:	2019 TIF Revenue Bonds; Consolidated TIF

**Project Phases:**

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Design Contract		
1a. Demolition Design	\$36,000	2019
1b. Construction Design	<del>\$675,100</del> \$561,473.34	2019-24
1c. Site Investigation/Study Allowances	\$23,500	2019
1d. Parksmart Fees	\$8,000	2020-21
1e. Utility Locates Allowance	\$14,000	2019-20
1f. Reimbursable Allowance	\$11,250	2019-21
1g. Alternates – Signage and Solar	\$23,000	2020
2 Construction Manager Contract	\$20,000 + 2.25%	2019 – 2020
3 Demolition of Old Fourth Street Garage	\$1,482,393	Summer - Fall 2019
4 Construction	\$16,631,807.09	Nov. 2019 – Dec. 2021
4a. Foundation and Site Conditions	\$1,231,690	Nov. 2019 – Spring 2020
4b. Piers, Hardscape, Utilities, Elevators	\$1,557,166	June 2020 –Dec. 2021
4c. Construction	\$13,108,729	July 2020 –Dec. 2021
4d. Parking Equipment Installation	\$115,385.78	2021
5 Public Art	\$385,000	Fall 2019 – Dec.2021
6 Contingency	\$ TBD	Fall 2019 – 2020
7 Utility Relocation	\$63,830.36	Fall 2019
8 Attorneys Fees	\$62,250	2020
9 EV Charging Stations and Services	\$38,285.00	2021
10 Hylant Insurance	\$7,147.00	2022
11 Correction of Design Defects to Storefront/ Parking Services Offices - HFI	<del>\$60,000</del> \$55,000	2024

**TIF District:** Consolidated TIF (Expanded Downtown)

**Resolution History:**

- 18-68 – Approval of Initial Resolution for Garage Bonds
- 19-26 – Project Review and Approval Form
- 19-33 – Addendum to CSO Architects Contract
- 19-58 – Approval of Amendment Project Review and Approval Form
- 19-59 – Second Addendum to CSO Contract - Construction Design
- 19-66 – Approval of Funding for AT&T Relocation Services
- 19-67 – Approval of Demolition Guaranteed Maximum Price
- 19-97 – Approval of Pier and Site Conditions Guaranteed Maximum Price
- 20-31 – Approval of Third Guaranteed Maximum Price
- 20-39 – Approval of Fourth Guaranteed Maximum Price
- 20-40 – Public Art Agreement with Project One Studio
- 20-41 – Approval of Payment of Legal Fees

20-69 – Agreement for Parking Control Equipment Installation

21-34 – Agreement for EV Charging Stations

21-83 – Insurance with Hylant

24-03 – Amended Project Review Form

24-93 – Funding Approval for Repair by HFI

*To Be Completed by Redevelopment Commission Staff:*

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_