

AGENDA
REDEVELOPMENT COMMISSION
February 18, 2025, at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
Council Chambers, Suite 115

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

<https://bloomington.zoom.us/j/89296791553?pwd=INrAmfHsPT1MzytixaOb1bFFWJve2l.1>

I. ROLL CALL

II. READING OF THE MINUTES –February 3, 2025

III. EXAMINATION OF CLAIM REGISTERS –February 14, 2025, for \$123,747.72

IV. EXAMINATION OF PAYROLL REGISTERS –February 7, for \$51,383.54

V. REPORT OF OFFICERS AND COMMITTEES

- A. Director's Report
- B. Legal Report
- C. Treasurer's Report
- D. Business Development Update
- E. Hopewell Update

VI. NEW BUSINESS

- A. **Resolution 25-31:** Approval of Quitclaim Deeds to Consolidate Switchyard Park Parcel Ownership
- B. **Resolution 25-32:** Approval of Transfer of Management of Hopewell Common to the City of Bloomington Board of Park Commissioners
- C. **Resolution 25-33:** Approval of the First Amendment to Certified Technology Park Agreement with IDEC
- D. **Resolution 25-34:** Approval of the First Amendment to the Partnership Agreement with the Dimension Mill, Inc.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Monday, February 3, 2025, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton
Street, Room 135, and via Zoom, with President Deborah Myerson presiding:
<https://catstv.net/m.php?q=14173>

I. ROLL CALL

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

Commissioners Absent: None

City Staff Present: Anna Killion-Hanson, Director, Housing & Neighborhood Development (HAND); Christina Finley, Assistant Director, HAND; Cody Toothman, Program Manager, HAND; Matt Swinney, Program Manager, HAND; Margie Rice, Corporation Counsel, Legal Department; Anna Holmes, Assistant City Attorney, Legal Department; Jane Kupersmith, Director, Economic & Sustainable Development (ESD); Anna Dragovich, Capital Projects Manager, ESD; Jessica McClellan, City Controller; Neil Kopper, Senior Project Engineer, Engineering Department;

Others Present: John Fernandez, Senior Vice-President, The Mill; Mary Krupinski, J.S. Held; John Zody, Executive Director, CFDI Friendly; Sam Dove.

II. READING OF THE MINUTES –Randy Cassady pointed out that Sue Sgambelluri moved and seconded the motion for Resolution 25-02. Staff will correct the typo. Randy Cassady moved to approve the January 27, 2025 minutes with the correction via roll-call vote. Sue Sgambelluri seconded the motion. John West abstained. The motion passed via roll-call vote.

III. EXAMINATION OF CLAIM REGISTERS: Sue Sgambelluri moved to approve the claim registers for January 31, 2025, for \$1,968,859.94 and February 5, 2025, for \$123,747.72. Randy Cassady seconded the motion, which passed unanimously via roll-call vote.

IV. EXAMINATION OF PAYROLL REGISTERS: Randy Cassady moved to approve the January 24, 2025 payroll register for \$51,292.65. John West seconded the motion, which passed unanimously via roll-call vote.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Anna Killion-Hanson stated that Kohr's closing documents were shared with the RDC commissioners via Google Drive. Killion-Hanson said that the documents are available to members of the public upon request.

Killion-Hanson asked for an RDC representative to serve on the sub-committee that awards the funds for the Neighborhood Improvement Grants. Deborah Myerson volunteered.

B. Treasurer's Report: Jessica McClellan reported exploring the creation of a new allocation area, which would be called the Hopewell TIF. McClellan explained that because the land is vacant, it is at the lowest assessed value. McClellan explained the process of creating a new allocation area and answered questions from the commissioners.

C. Legal Report: Margie Rice was available to answer questions

D. Business Development Updates: Jane Kupersmith introduced Anna Dragovich, the Capital Projects Manager.

- E. Hopewell Update:** Mary Krupinski stated that the Hopewell East public offering is due February 7, 2024. Krupinski said we preliminarily received six letters of intent.

VI. NEW BUSINESS

- A. Resolution 25-19: Approval of Right of Way Dedication at 2nd and Rogers Street.** The West 2nd Street Modernization and Safety Improvements Project consists of various improvements to West 2nd Street between the B-Line Trail and South Walker Street. Neil Kopper explained that Hopewell East and West areas have been formally subdivided into lots and additional right-of-way was dedicated along West 2nd Street and South Rogers Street as part of those plats. However, additional right-of-way acquisition along the north side of West 2nd Street was impossible due to certain constraints on private property. The City requests additional right-of-way to be dedicated along the Hopewell East and Hopewell West areas.

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

Sue Sgambelluri moved to approve 25-19. Laurie McRobbie seconded the motion, which passed unanimously via roll-call vote.

- B. Resolution 25-20: First Amendment to Real Estate Conveyance and Project Agreement.** Margie Rice stated that the RDC previously approved the transfer or the sale of parcels to the Mill. In the previous RDC meeting authority was delegated to Deborah Myerson to sign the closing documents. Angela Parker who represents the Mill drafted an amendment to that agreement allowing additional time to complete a required survey, extending the initial feasibility period to February 1, 2025, and making other necessary changes including naming the proper title company to manage the closing and noting the assignment of the Mill's interest to Trades District Community Development LLC. This resolution authorizes HAND staff, the City's Corporation Counsel, and the RDC's fiscal officer, the City's Controller, to take all administrative actions necessary to effectuate the closing of this transaction. Margie Rice answered questions from the commissioners.

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

John West moved to approve Resolution 25-20. Sue Sgambelluri seconded the motion, which passed unanimously via roll-call vote.

- C. Resolution 25-21: Approval of Resolution Clarifying Vacation of Covenants, Conditions, and Restrictions for the Trades District.** Margie Rice stated that on September 16, 2024, the RDC passed Resolution 24-66 to vacate covenants, conditions, and restrictions for the Trades District and directed RDC staff to submit a petition to the Plan Commission. Staff realized during title work that the covenants and restrictions were never lifted and did not go before the Plan Commission. Rice said that the plat was created the year before the covenants were created. The plat never mentioned the covenants and restrictions so there was no need to go to the Plan Commission.

Resolution 25-21 will create a clear record for future reference as to its actions regarding the vacation of the above-mentioned declaration. Resolution 25-21 formally rescinds its direction to RDC staff to submit a Petition to the Plan Commission, as it is not legally necessary. Rice answered questions from the commissioners.

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

Randy Cassady moved to approve Resolution 25-21. John West seconded the motion, which passed unanimously via roll-call vote.

D. Resolution 25-22: Designation of Signatory Authority for the Conveyance of Real Property on Behalf of the Redevelopment Commission of the City of Bloomington.

Anna Killion-Hanson stated that this is a resolution to designate signatory rights on behalf of the Redevelopment Commission for the conveyance of real property. This resolution will authorize its President, Deborah Myerson, or her successor to sign any necessary closing documents on the RDC's behalf. If the RDC President is unavailable, the RDC authorizes its Secretary, John West, or his successor to sign any necessary closing documents on the RDC's behalf.

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

Sue Sgambelluri moved to approve Resolution 25-22. John West seconded the motion, which passed unanimously.

E. Resolution 25-24: Approval of 2024 CDBG Physical Improvement Funding Agreement with Centerstone. Matt Swinney stated that this is phase 2 of a project to repair/replace a 20+ year-old emergency fire suppression sprinkler system located at 645 S Rogers. Funding for this project has already been approved.

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

Randy Cassady moved to approve Resolution 25-24. John West seconded the motion, which passed unanimously.

F. Resolution 25-25: Approval of First Amendment to 2020 CDBG Covid Agreement with Beacon

G. Resolution 25-26: Approval of First Amendment to 2021 CDBG Covid Agreement with the Bloomington Housing Authority.

H. Resolution 25-27: Approval of First Amendment to 2021 CDBG Covid Agreement with Boys & Girls Club.

I. Resolution 25-28: Approval of First Amendment to 2021 CDBG Covid Agreement with the Citizens for Community Justice.

J. Resolution 25-29: Approval of First Amendment to 2021 CDBG Covid Agreement with Middle Way House.

K. Resolution 25-30: Approval of First Amendment to 2021 CDBG Covid Agreement with Pantry 279.

Cody Toothman stated that additional language was added to Resolutions 25-25 through 25-30 regarding the reversion of assets and proper reporting of program income to meet the Department of Housing and Urban Development (HUD) standards and clear findings from a HUD audit conducted in 2024.

Deborah Myerson asked for public comment on Resolutions 25-25 through 25-30. There were no comments from the public.

John West moved to approve Resolutions 25-25 through 25-30. Sue Sgambelluri seconded the motion, which passed unanimously.

VII. BUSINESS/GENERAL DISCUSSION –

John Zody, Executive Director of CFDI Friendly, reported receiving funds from the Urban Enterprise Association and Redevelopment Commission. The funds must be used within the consolidated TIF. Zody said he will come back to the RDC in the near future for input on the best use of those funds. He expressed his interest in advancing affordable housing and small businesses.

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

Deborah Myerson, President

John West, Secretary

Date: _____



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

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

JESSICA MCCLELLAN
CONTROLLER

CONTROLLER'S OFFICE

p 812.349.3412
f 812.349.3456
controller@bloomington.in.gov

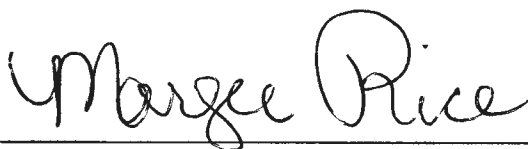
Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 02-14-2025 (\$345,997.93)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 02-01-2025 to 02-14-2025. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.


Cheryl Gilliland-Deputy Controller
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 02-01-2025 to 02-14-2025, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.


Margie Rice, Corporation Counsel



Board of Redevelopment Commission Claim Register

Invoice Date Range 02/01/25 - 02/14/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 15 - HAND										
Program 151600 - Title 16										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1PKV-HWYN-DVML	15-Pen/Pencil organizer for supply cabinet	Paid by EFT # 63886		02/04/2025	02/04/2025	02/14/2025		02/14/2025	39.99
Account 52110 - Office Supplies Totals									Invoice Transactions 1	\$39.99
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320 125	06-cell phone chgs 12/12/24-01/11/25- Inv. 287297421132X011920 25	Paid by Check # 79694		02/05/2025	02/05/2025	02/05/2025		02/05/2025	245.78
Account 53210 - Telephone Totals									Invoice Transactions 1	\$245.78
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	101936488	15-International Code Council Certification Renewal Jo Stong	Edit		02/12/2025	02/12/2025	02/12/2025			260.00
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 1	\$260.00
Program 151600 - Title 16 Totals									Invoice Transactions 3	\$545.77
Department 15 - HAND Totals									Invoice Transactions 3	\$545.77
Fund 1101 - General Totals									Invoice Transactions 3	\$545.77
Fund 2209 - LIT - Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	62809	15-Grant, Mgmt, Housing counseling, financial practices- Toothman	Edit		02/12/2025	02/12/2025	02/12/2025			1,200.00
Account 53160 - Instruction Totals									Invoice Transactions 1	\$1,200.00
Account 53230 - Travel										
3560 - First Financial Bank / Credit Cards	7300825252224 2	15-Expedia-Flight to Philadelphia for C Toothman	Edit		02/12/2025	02/12/2025	02/12/2025			387.96
Account 53230 - Travel Totals									Invoice Transactions 1	\$387.96
Program 150000 - Main Totals									Invoice Transactions 2	\$1,587.96
Department 15 - HAND Totals									Invoice Transactions 2	\$1,587.96
Fund 2209 - LIT - Economic Development Totals									Invoice Transactions 2	\$1,587.96



Board of Redevelopment Commission Claim Register

Invoice Date Range 02/01/25 - 02/14/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2505 - CC Jack Hopkins NR17-42 (S0011)										
Department 05 - Common Council										
Program 050000 - Main										
Account 53960 - Grants										
20872 - Catholic Charities Social Services	JH-1.24.25	15-JH Grant 2024-December 2024 expenses-Final Claim	Paid by EFT # 63920		02/04/2025	02/04/2025	02/14/2025		02/14/2025	1,690.00
Account 53960 - Grants Totals							Invoice Transactions		1	\$1,690.00
Program 050000 - Main Totals							Invoice Transactions		1	\$1,690.00
Department 05 - Common Council Totals							Invoice Transactions		1	\$1,690.00
Fund 2505 - CC Jack Hopkins NR17-42 (S0011) Totals							Invoice Transactions		1	\$1,690.00
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
2260 - Republic Services, INC	0694-003632401	06-Trash service for College Square - February 2025	Paid by EFT # 64032		02/04/2025	02/04/2025	02/14/2025		02/14/2025	240.05
6688 - SSW Enterprises, LLC (Office Pride)	Inv-245853	06-Janitorial Service at College Square - 2/1/2025	Paid by EFT # 64047		02/04/2025	02/04/2025	02/14/2025		02/14/2025	397.50
7402 - Nature's Way, INC	66844	04-Landscape MaintenanceTrades District 11/15/24 & 11/18/24	Paid by EFT # 64005		02/04/2025	02/04/2025	02/14/2025		02/14/2025	2,365.00
4443 - The Sherwin Williams Company	1514-1	04-Materials for Painting Project at the Mill-15 5 gallons	Paid by EFT # 64062		02/04/2025	02/04/2025	02/14/2025		02/14/2025	374.85
392 - Koorsen Fire & Security, INC	IN00853423	15-Extinguisher Exchange/10# Hi Flow for 320 W 8th	Paid by EFT # 63978		02/04/2025	02/04/2025	02/14/2025		02/14/2025	375.20
13969 - AT&T Mobility II, LLC	2873273216180125	06-Unlim'td LTE Laptp/Hotsp-121224-011125-287327321618X01192025	Paid by Check # 79693		02/05/2025	02/05/2025	02/05/2025		02/05/2025	29.24
223 - Duke Energy	9101229908840125	15-Hopewell-W 2nd St-elec chgs-12/04/24-01/03/25	Paid by Check # 79695		02/05/2025	02/05/2025	02/05/2025		02/05/2025	26.47
223 - Duke Energy	9101205758430125	04-College Sq-200 S. College Ave-elec. chgs 12/27/24-01/28/24	Edit		02/12/2025	02/12/2025	02/12/2025			616.66
223 - Duke Energy	9101205761750125	04-College Sq-202 S College-elec. bill 12/27/24-01/28/25	Edit		02/12/2025	02/12/2025	02/12/2025			23.12



Board of Redevelopment Commission Claim Register

Invoice Date Range 02/01/25 - 02/14/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
223 - Duke Energy	9101205753640125	04-College Sq-204 S. College Ave-electric bill 12/27/24-01/28/25	Edit		02/12/2025	02/12/2025	02/12/2025			164.54
223 - Duke Energy	9101205762900125	04-College Sq-208 S. College-elec. bill 12/27/24-01/28/25	Edit		02/12/2025	02/12/2025	02/12/2025			151.63
223 - Duke Energy	9101205763990125	04-College Sq-210 S. College Ave-elec. chgs 12/27/24-01/28/25	Edit		02/12/2025	02/12/2025	02/12/2025			674.07
223 - Duke Energy	9101205760180125	04-College Sq-222 S. College Ave -elec bill 12/27/24-01/28/25	Edit		02/12/2025	02/12/2025	02/12/2025			554.38
223 - Duke Energy	9101205756790125	04-College Sq-222 S. College Ave - elec serv 12/27/24-01/28/25	Edit		02/12/2025	02/12/2025	02/12/2025			723.52
223 - Duke Energy	9101205750330125	04-College Sq-226 S. College Ave-elec chgs 01/27/24-01/28/25	Edit		02/12/2025	02/12/2025	02/12/2025			635.24
223 - Duke Energy	9101315253890125	15-Hopewell-615 W. 1st St-elec chgs 11/24/24-01/24/25	Edit		02/12/2025	02/12/2025	02/12/2025			36.38
Account 53990 - Other Services and Charges Totals							Invoice Transactions	16		<u>\$7,387.85</u>
Program 150000 - Main Totals							Invoice Transactions	16		<u>\$7,387.85</u>
Department 15 - HAND Totals							Invoice Transactions	16		<u>\$7,387.85</u>
Fund 2519 - RDC Totals							Invoice Transactions	16		<u>\$7,387.85</u>
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
18844 - First Financial Bank, N.A.	MILHOPEPHIE-AP15	15-Milestone-Hopewell PH1 E. Infrastructure-Nov 2024-App 15	Paid by Check # 79708		02/04/2025	02/04/2025	02/14/2025		02/14/2025	16,909.71
2671 - Hannum, Wagle & Cline Engineering (HWC Engineering)	2022-258-I-00020	15-1st Street Reconstruction-CE 11/25/24-12/08/24	Paid by EFT # 63957		02/04/2025	02/04/2025	02/14/2025		02/14/2025	11,808.27
19278 - Milestone Contractors, LP	MILHOPEPHIE-AP15	15-Hopewell Phase 1 East Infrastructure 11/1-11/31/24-App 15	Paid by EFT # 63997		02/04/2025	02/04/2025	02/14/2025		02/14/2025	261,919.52



Board of Redevelopment Commission Claim Register

Invoice Date Range 02/01/25 - 02/14/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
13074 - Renascent INC	RENHOPEDEM2 -RET	15-Hopewell (2) S Demo-App No 4312- 09RET-Bd held retainage relea	Paid by EFT # 64031		02/04/2025	02/04/2025	02/14/2025		02/14/2025	18,469.35
3444 - Rundell Ernstberger Associates, INC	2022-1671-27	15-Hopewell Phase 1 East - Inspection -serv thru 12/31/24	Paid by EFT # 64034		02/04/2025	02/04/2025	02/14/2025		02/14/2025	24,734.50
9084 - The Green Engineer, INC	13278	04-LEED Project Management-opewell thru 01/11/25	Paid by EFT # 64060		02/04/2025	02/04/2025	02/14/2025		02/14/2025	945.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 6		\$334,786.35	
Program 159001 - Adams Crossing Area Totals							Invoice Transactions 6		\$334,786.35	
Department 15 - HAND Totals							Invoice Transactions 6		\$334,786.35	
Fund 4445 - Consolidated TIF Totals							Invoice Transactions 6		\$334,786.35	
Grand Totals							Invoice Transactions 28		\$345,997.93	

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register-SPECIAL

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
02/14/25	Claims				\$345,997.93
					<u><u>\$345,997.93</u></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 \$345,997.93

Dated this 11th day of Feb. year of 20 25.

I herby 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 Silicland



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON
401 N Morton St

Post Office Box 100
Bloomington IN 47402

JESSICA MCCLELLAN
CONTROLLER

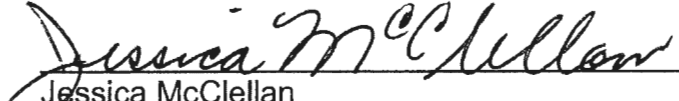
CONTROLLER'S OFFICE
p 812.349.3416

f 812.349.3456
controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: February 07, 2025
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 01/20/2025 to 02/02/2025. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.



Jessica McClellan
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 02/07/25 - 02/07/25

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	02/07/2025	2,790.08		.00	297.61	170.71	39.93	78.45	55.96	185.84	1,961.58
			.00	.00	2,653.46	2,753.46	2,753.46	2,653.46	2,653.46		
		\$2,790.08	\$0.00	\$0.00	\$297.61	\$170.71	\$39.93	\$78.45	\$55.96	\$185.84	\$1,961.58
10000 Bixler, Daniel R 2594	02/07/2025	2,105.28		.00	181.73	124.15	29.03	58.92	42.03	140.06	1,529.36
			.00	.00	2,002.36	2,002.36	2,002.36	2,002.36	2,002.36		
		\$2,105.28	\$0.00	\$0.00	\$181.73	\$124.15	\$29.03	\$58.92	\$42.03	\$140.06	\$1,529.36
2972 Caswell, Tammy M	02/07/2025	2,409.61		.00	176.53	142.39	33.30	68.45	49.06	176.17	1,763.71
			.00	.00	2,281.63	2,296.63	2,296.63	2,281.63	2,281.63		
		\$2,409.61	\$0.00	\$0.00	\$176.53	\$142.39	\$33.30	\$68.45	\$49.06	\$176.17	\$1,763.71
10000 Collins, Barry 0111	02/07/2025	1,200.00		.00	184.23	74.40	17.40	36.00	21.00	.00	866.97
			.00	.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00		
		\$1,200.00	\$0.00	\$0.00	\$184.23	\$74.40	\$17.40	\$36.00	\$21.00	\$0.00	\$866.97
2771 Council, David R	02/07/2025	2,468.16		.00	162.63	138.62	32.42	63.82	45.53	326.73	1,698.41
			.00	.00	2,165.83	2,235.83	2,235.83	2,165.83	2,165.83		
		\$2,468.16	\$0.00	\$0.00	\$162.63	\$138.62	\$32.42	\$63.82	\$45.53	\$326.73	\$1,698.41
3232 Davis, Rebecca D	02/07/2025	2,307.20		.00	235.84	139.09	32.52	66.22	47.24	106.35	1,679.94
			.00	.00	2,207.31	2,243.31	2,243.31	2,207.31	2,207.31		
		\$2,307.20	\$0.00	\$0.00	\$235.84	\$139.09	\$32.52	\$66.22	\$47.24	\$106.35	\$1,679.94
10000 Finley, Christina L 0187	02/07/2025	3,505.97		.00	449.19	197.60	46.21	94.16	67.99	368.95	2,281.87
			.00	.00	3,177.11	3,187.11	3,187.11	3,177.11	3,177.11		
		\$3,505.97	\$0.00	\$0.00	\$449.19	\$197.60	\$46.21	\$94.16	\$67.99	\$368.95	\$2,281.87
2393 Hayes, Chastina J	02/07/2025	2,468.16		.00	210.28	150.09	35.10	71.88	41.93	261.24	1,697.64
			.00	.00	2,395.89	2,420.89	2,420.89	2,395.89	2,395.89		
		\$2,468.16	\$0.00	\$0.00	\$210.28	\$150.09	\$35.10	\$71.88	\$41.93	\$261.24	\$1,697.64
3496 Hershman, Felicia J	02/07/2025	1,882.81		.00	139.49	111.98	26.19	54.18	38.65	97.78	1,414.54
			.00	.00	1,806.01	1,806.01	1,806.01	1,806.01	1,806.01		
		\$1,882.81	\$0.00	\$0.00	\$139.49	\$111.98	\$26.19	\$54.18	\$38.65	\$97.78	\$1,414.54
			\$0.00	\$0.00	\$1,806.01	\$1,806.01	\$1,806.01	\$1,806.01	\$1,806.01		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 02/07/25 - 02/07/25

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3183 Hyten LaFontaine, Stephanie L	02/07/2025	3,156.61		.00	291.29	192.78	45.08	72.63	51.81	697.27	1,805.75
			.00	.00	2,459.34	3,109.34	3,109.34	2,459.34	2,459.34		
		\$3,156.61	\$0.00	\$0.00	\$291.29	\$192.78	\$45.08	\$72.63	\$51.81	\$697.27	\$1,805.75
3306 Killion-Hanson, Anna	02/07/2025	4,666.00		.00	297.83	274.65	64.23	132.89	94.79	236.36	3,565.25
			.00	.00	4,429.64	4,429.64	4,429.64	4,429.64	4,429.64		
		\$4,666.00	\$0.00	\$0.00	\$297.83	\$274.65	\$64.23	\$132.89	\$94.79	\$236.36	\$3,565.25
1516 Liford, Kenneth T	02/07/2025	2,629.11		.00	214.62	163.01	38.13	77.97	55.62	46.60	2,033.16
			.00	.00	2,599.11	2,629.11	2,629.11	2,599.11	2,599.11		
		\$2,629.11	\$0.00	\$0.00	\$214.62	\$163.01	\$38.13	\$77.97	\$55.62	\$46.60	\$2,033.16
2557 Radewan, Tonda L	02/07/2025	1,722.17		.00	114.21	98.91	23.13	46.71	33.32	126.85	1,279.04
			.00	.00	1,595.32	1,595.32	1,595.32	1,595.32	1,595.32		
		\$1,722.17	\$0.00	\$0.00	\$114.21	\$98.91	\$23.13	\$46.71	\$33.32	\$126.85	\$1,279.04
1378 Sandweiss, Noah S	02/07/2025	2,936.39		.00	382.57	178.20	41.67	85.07	60.69	80.50	2,107.69
			.00	.00	2,874.26	2,874.26	2,874.26	2,874.26	2,874.26		
		\$2,936.39	\$0.00	\$0.00	\$382.57	\$178.20	\$41.67	\$85.07	\$60.69	\$80.50	\$2,107.69
10000 Stong, Mary J 0471	02/07/2025	2,790.08		.00	317.24	161.35	37.73	77.32	55.15	362.00	1,779.29
			.00	.00	2,577.30	2,602.30	2,602.30	2,577.30	2,577.30		
		\$2,790.08	\$0.00	\$0.00	\$317.24	\$161.35	\$37.73	\$77.32	\$55.15	\$362.00	\$1,779.29
504 Swinney, Matthew P	02/07/2025	3,376.84		.00	566.92	209.96	49.10	101.14	72.15	44.34	2,333.23
			.00	.00	3,371.30	3,386.30	3,386.30	3,371.30	3,371.30		
		\$3,376.84	\$0.00	\$0.00	\$566.92	\$209.96	\$49.10	\$101.14	\$72.15	\$44.34	\$2,333.23
2477 Toothman, Cody B	02/07/2025	3,376.84		.00	190.15	198.40	46.40	94.85	66.01	184.85	2,596.18
			.00	.00	3,199.99	3,199.99	3,199.99	3,199.99	3,199.99		
		\$3,376.84	\$0.00	\$0.00	\$190.15	\$198.40	\$46.40	\$94.85	\$66.01	\$184.85	\$2,596.18
2305 Van Rooy, Angela L	02/07/2025	3,486.96		.00	277.32	216.19	50.57	98.61	70.34	249.15	2,524.78
			.00	.00	3,286.96	3,486.96	3,486.96	3,286.96	3,286.96		
		\$3,486.96	\$0.00	\$0.00	\$277.32	\$216.19	\$50.57	\$98.61	\$70.34	\$249.15	\$2,524.78
			\$0.00	\$0.00	\$3,286.96	\$3,486.96	\$3,486.96	\$3,286.96	\$3,286.96		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 02/07/25 - 02/07/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
728 Wright, Edward E	02/07/2025	2,105.27		.00	190.23	118.29	27.66	57.24	33.39	229.70	1,448.76
			.00	.00	1,907.87	1,907.87	1,907.87	1,907.87	1,907.87		
		\$2,105.27		\$0.00	\$190.23	\$118.29	\$27.66	\$57.24	\$33.39	\$229.70	\$1,448.76
			\$0.00	\$0.00	\$1,907.87	\$1,907.87	\$1,907.87	\$1,907.87	\$1,907.87		
HAND - Housing & Neighborhood Dev		\$51,383.54		\$0.00	\$4,879.91	\$3,060.77	\$715.80	\$1,436.51	\$1,002.66	\$3,920.74	\$36,367.15
			\$0.00	\$0.00	\$48,190.69	\$49,366.69	\$49,366.69	\$48,190.69	\$48,190.69		
Grand Totals		\$51,383.54		\$0.00	\$4,879.91	\$3,060.77	\$715.80	\$1,436.51	\$1,002.66	\$3,920.74	\$36,367.15
			\$0.00	\$0.00	\$48,190.69	\$49,366.69	\$49,366.69	\$48,190.69	\$48,190.69		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/7/2025	Payroll				51,383.54
					<u>51,383.54</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 **\$ 51,383.54**

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 _____

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

**APPROVAL OF QUITCLAIM DEEDS
TO CONSOLIDATE SWITCHYARD PARK PARCEL OWNERSHIP**

WHEREAS, under Indiana Code 26-7-14-12.2, the Redevelopment Commission has the authority to (3) Sell, lease, or grant interests in all or part of the real property acquired for redevelopment purposes to any other department of the unit or to any other governmental agency for public ways, levees, sewerage, parks, playgrounds, schools, and other public purposes on any terms that may be agreed on; and

WHEREAS, on or about December 30, 2003, the RDC purchased Parcel 53-08-08-100-070.000-009, and on or about December 15, 2015, the RDC purchased Parcel 53-08-09-200-045.000-009; and

WHEREAS, on or about May of 2018, the RDC began construction on what is now Switchyard Park; and

WHEREAS, Switchyard Park opened to the public on or about November 16, 2019; and

WHEREAS, although the RDC did not officially transfer authority to oversee Switchyard Park, the City of Bloomington Board of Parks Commissioners has managed operations and repairs/updates to Switchyard Park since the park opened to the public on or about May of 2018, with RDC's knowledge and consent; and

WHEREAS, in order to satisfy the closeout requirement for Indiana Department of Environmental Management, the City must record Environmental Restrictive Covenants on certain parcels; and

WHEREAS, consolidating the ownership of these parcels to the Board of Park Commissioners will ease the recording of the Environmental Restrictive Covenants and future management of Switchyard Park; and

WHEREAS, this consolidation is best accomplished via Quitclaim Deed, transferring ownership of the two parcels owned by the Redevelopment Commission to the Parks Board of Commissioners.

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

The Redevelopment Commission hereby approves the Quitclaim Deeds for Parcels 53-08-08-100-070.000-009 and 53-08-09-200-045.000-009, more particularly described in the attached deeds, which transfer ownership of said parcels from the Redevelopment Commission to the City of Bloomington Board of Park Commissioners.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson
President of the Bloomington Redevelopment Commission

Date

ATTEST:

John West
Secretary of the Bloomington Redevelopment Commission

Date

XX Agenda itemAdmin. Approval: TS
Date: 1/9/25

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: January 23, 2025
SUBJECT: APPROVAL OF QUITCLAIM DEEDS FOR SWITCHYARD PARK

Recommendation

Staff recommends approval of a series of Quitclaim Deeds from both the Board of Public Works (three parcels) and the Redevelopment Commission (two parcels) in order to consolidate ownership of the parcels comprising Switchyard Park under the Board of Park Commissioners.

Background

The land on which Switchyard Park was built was acquired in various ways in the past. Because of these complex acquisitions, Switchyard Park today is comprised of eight parcels owned by the Board of Park Commissioners, Board of Public Works ("City of Bloomington"), and the Redevelopment Commission.

In order to satisfy closeout requirements for the Indiana Department of Environmental Management, the City must record a permanent Environmental Restrictive Covenant on the parcels on which coal ash and cinders were permanently sequestered and capped. However, because the sequestrations are scattered around and sometimes across these parcels, recording this ERC has proven difficult. By consolidating the ownership of these parcels to the Board of Park Commissioners, the Parks Department has worked with Bledsoe, Riggert, Cooper and James to undertake efforts to combine them into one parcel, making the recording of this ERC and future management efforts of the park easier. An exhibit is pasted below showing the location of the parcels. BRCJ has prepared quitclaim deeds for each.

The Board of Public Works is approving quitclaim deeds for parcels shaded in green (2, 4, and 5).

The Redevelopment Commission is approving quitclaim deeds for parcels shaded in orange (3 and 7). There is also a lot line adjustment to Parcel 7, and as such a quitclaim deed for the unshaded parcel directly south of Switchyard Park (running parallel to the B-Line) is included in this packet. While managed by Parks this will not be part of the consolidated Switchyard Park parcel.

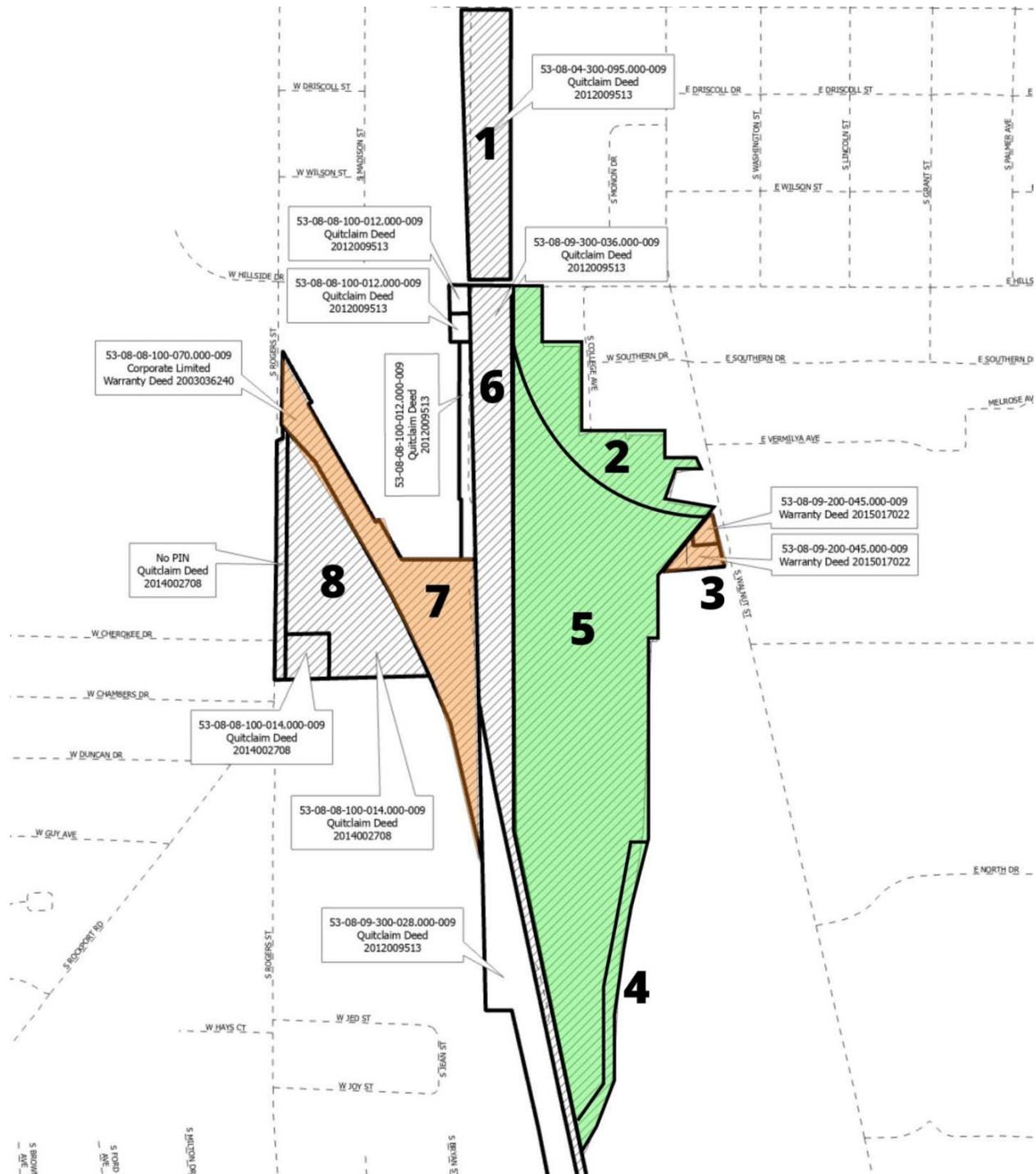
The Board of Park Commissioners is approving the acceptance of the parcels above, as well as quitclaim deeds to update ownership of parcels left unshaded (1, 6, and 8) and a new quitclaim deed for the consolidated parcels.

RESPECTFULLY SUBMITTED,*January 2024*

Tim Street, Director

January 2024

Switchyard Parcels Exhibit



QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the City of Bloomington, Indiana, by its Redevelopment Commission, an Indiana Municipal Corporation (“Grantor”), RELEASES and QUITCLAIMS to the City of Bloomington, Indiana Board of Park Commissioners, an Indiana municipal corporation (“Grantee”) for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Monroe County, in the State of Indiana:

See **Attachment A**, attached hereto and incorporated herein by reference.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington Board of Park Commissioners, 401 N Morton St., Suite 250, Bloomington, IN 47404. The mailing address of the grantee is City of Bloomington Board of Park Commissioners, 401 N Morton St., Suite 250, Bloomington, IN 47404.

IN WITNESS WHEREOF Grantors have executed this Quitclaim Deed this _____ Day of _____, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

By: _____

Print: _____

Attest:

Print: _____

[illegible]

Before me, a Notary Public in and for said State and County, personally appeared _____, _____ of the Bloomington Redevelopment Commission, who acknowledged the execution of the foregoing Quitclaim Deed as his voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

My Commission Expires:

© 2006 The Authors
Journal compilation © 2006 Blackwell Publishing Ltd

Notary Public

Resident of _____ County

Name Printed: _____

Commission Number: _____

[illegible]

Before me, a Notary Public in and for said State and County, personally appeared _____, _____ of the Bloomington Redevelopment Commission,

who acknowledged the execution of the foregoing Quitclaim Deed as his voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

My Commission Expires:

Notary Public

Resident of _____ County Name Printed:_____

Commission Number:_____

I affirm under penalties of perjury that I, Audrey R. Brittingham, have taken reasonable care to redact each Social Security Number in this document, unless required by law.

This instrument prepared by Audrey R. Brittingham, Assistant City Attorney, City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402

ATTACHMENT A

A part of the Southwest Quarter of Section 9 and a part of the Southeast Quarter of Section 8 all in Township 8 North, Range 1 West Monroe County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Section 9; thence NORTH 89 degrees 24 minutes 49 seconds EAST along the South line of said Section 9 a distance of 196.47 feet to the West Right of Way of the Indiana Railroad and the Point of Beginning; thence along said West Right of Way the following (6) courses (1) NORTH 9 degrees 33 minutes 47 seconds EAST 8.95 feet to a curve to the left having a radius of 5691.86 feet and a chord bearing NORTH 01 degree 11 minutes 16 seconds WEST 2123.48 feet (2) thence Northerly along said curve 2136.00 feet; (3) thence NORTH 11 degrees 56 minutes 19 seconds WEST 1277.59 feet to a curve to the left having a radius of 2808.41 feet and a chord bearing NORTH 20 degrees 38 minutes 27 seconds WEST 849.83 feet; (4) thence Northwesterly along said curve 853.11 feet; (5) thence NORTH 29 degrees 20 minutes 35 seconds WEST 565.07 feet to a curve to the left having a radius of 428.30 and a chord bearing NORTH 40 degrees 28 minutes 45 seconds WEST 165.44 feet; (6) thence Northwesterly along said curve 166.49 feet to a point on the East Right of Way of Rogers Street; thence along said East Right of Way NORTH 00 degrees 07 minutes 51 seconds WEST 263.87 feet; thence along the Easterly Right of Way of the Indiana Railroad the following (6) courses (1) SOUTH 29 degrees 28 minutes 54 seconds EAST 209.20 feet; (2) thence SOUTH 60 degrees 31 minutes 06 seconds WEST 15.00 feet; (3) thence SOUTH 29 degrees 28 minutes 54 seconds EAST 500.00 feet; (4) thence NORTH 60 degrees 31 minutes 06 seconds EAST 15.00 feet; (5) thence SOUTH 29 degrees 28 minutes 54 seconds EAST 183.70 feet; (6) thence SOUTH 88 degrees 16 minutes 03 seconds EAST 206.81 feet to the West Right of Way of the CSX Railroad; thence along said West Right of Way the following (5) courses (1) Southeasterly along a curve having a radius bearing SOUTH 88 degrees 49 minutes 08 seconds EAST 2835.44 feet and a chord bearing SOUTH 07 degrees 29 minutes 05 seconds EAST 854.42 feet; thence Southeasterly along said curve 857.69 feet; (2) thence SOUTH 12 degrees 04 minutes 22 seconds EAST 1698.42 feet to a curve to the right having a radius of 2874.60 feet and a chord bearing SOUTH 05 degrees 01 minutes 07 seconds EAST 705.65 feet; (3) thence Southerly along said curve 707.44 feet; (4) thence SOUTH 02 degrees 01 minutes 54 seconds WEST 350.00 feet to a curve to the right having a radius of 5666.20 feet and a chord bearing SOUTH 05 degrees 39 minutes 10 seconds WEST 715.73 feet; (5) thence Southerly along said curve 716.21 feet; thence SOUTH 09 degrees 16 minutes 26 seconds WEST 1.87 feet to the South line of the Southwest quarter of Section 9; thence along said South line SOUTH 89 degrees 24 minutes 49 seconds WEST 99.90 feet to the Point of Beginning containing 12.04 acres, more or less.

EXCEPTING THEREFROM A part of the Southwest Quarter of Section 9 and part of the Southeast Quarter of Section 8 in Township 8 North, Range 1 West Monroe County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Section 9; thence NORTH 89 degrees 24 minutes 49 seconds EAST along the South line of said Section 9 a distance of 196.47 feet to the West Right-of-Way of the Indiana Railroad; thence along said West Right-of-Way NORTH 9 degrees 33 minutes 47 seconds EAST 8.95 feet to a curve to the left having a radius of 5691.86 feet and a chord bearing NORTH 00 degrees 24 minutes 43 seconds WEST 1971.85 feet; thence Northerly along said curve 1981.50 feet to the Point of Beginning. Thence continuing 154.14 feet along said curve having a radius of 5691.86 feet and a chord bearing of NORTH 11 degrees 09 minutes 46 seconds WEST 154.14 feet; thence NORTH 11 degrees 56 minutes 19 seconds WEST 1277.59 feet to a curve to the left having a radius of 2808.41 feet and a chord bearing NORTH 20 degrees 38 minutes 27 seconds WEST 849.83 feet; thence Northwesterly along said curve 853.11 feet; thence NORTH 29 degrees 20 minutes 35 seconds WEST 565.07 feet to a curve to the left having a radius of 428.30 and a chord bearing NORTH 40 degrees 28 minutes 45 seconds WEST 165.44 feet; thence Northwesterly along said curve 166.49 feet to a point on the East Right-of-Way of Rogers Street; thence along said East Right-of-Way NORTH 00 degrees 07 minutes 51 seconds WEST 263.87 feet; thence along the Easterly Right-of-Way of the Indiana Railroad the following (6) courses (1) SOUTH 29 degrees

28 minutes 54 seconds EAST 209.20 feet; (2) thence SOUTH 60 degrees 31 minutes 06 seconds WEST 15.00 feet; (3) thence SOUTH 29 degrees 28 minutes 54 seconds EAST 500.00 feet; (4) thence NORTH 60 degrees 31 minutes 06 seconds EAST 15.00 feet; (5) thence SOUTH 29 degrees 28 minutes 54 seconds EAST 183.70 feet; (6) thence SOUTH 88 degrees 16 minutes 03 seconds EAST 206.81 feet to the West Right-of-Way of the CSX Railroad; thence along said West Right-of-Way Southeasterly along a curve having a radius bearing SOUTH 88 degrees 49 minutes 08 seconds EAST 2835.44 feet and a chord bearing SOUTH 07 degrees 29 minutes 05 seconds EAST 854.42 feet; thence Southeasterly along said curve 857.69 feet; thence SOUTH 12 degrees 04 minutes 41 seconds EAST 1462.20 feet; thence SOUTH 77 degrees 51 minutes 15 seconds WEST 86.60 feet to the Point of Beginning containing 7.43 acres, more or less.

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the City of Bloomington, Indiana, by its Redevelopment Commission, an Indiana Municipal Corporation (“Grantor”), RELEASES and QUITCLAIMS to the City of Bloomington, Indiana Board of Park Commissioners, an Indiana municipal corporation (“Grantee”) for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Monroe County, in the State of Indiana:

See **Attachment A**, attached hereto and incorporated herein by reference.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington Board of Park Commissioners, 401 N Morton St., Suite 250, Bloomington, IN 47404. The mailing address of the grantee is City of Bloomington Board of Park Commissioners, 401 N Morton St., Suite 250, Bloomington, IN 47404.

IN WITNESS WHEREOF Grantors have executed this Quitclaim Deed this _____ Day of _____, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

By: _____

Print: _____

Attest: _____

Print: _____

[illegible]

Before me, a Notary Public in and for said State and County, personally appeared _____, _____ of the Bloomington Redevelopment Commission, who acknowledged the execution of the foregoing Quitclaim Deed as his voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

My Commission Expires:

Notary Public

Resident of _____ County Name Printed: _____

Commission Number:

[illegible]

Before me, a Notary Public in and for said State and County, personally appeared _____,
of the Bloomington Redevelopment Commission,

who acknowledged the execution of the foregoing Quitclaim Deed as his voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

My Commission Expires:

Notary Public

Resident of _____ County Name Printed: _____

Commission Number: _____

I affirm under penalties of perjury that I, Audrey R. Brittingham, have taken reasonable care to redact each Social Security Number in this document, unless required by law.

This instrument prepared by Audrey R. Brittingham, Assistant City Attorney, City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402

ATTACHMENT A

A part of the North half of the Northwest quarter of Section Nine (9), Township Eight (8) North, Range One (1) West, in Monroe County, Indiana, bounded and described as follows, to-wit: Beginning at a point which is Seven Hundred Sixty-nine and eleven hundredths (769.11) feet East and Two Hundred Seventy-six and nine tenths (276.9) feet North of the Southwest corner of the North half of said Northwest quarter, and in the center line of State Highway #37, thence running North Sixteen (16) degrees West over and along the center line of State Highway #37 for a distance of Eighty-seven and eight tenths (87.8) feet; thence running South eighty-five degrees (85) eighteen (18) minutes West for a distance of One Hundred Forty (140) feet, thence North four (4) degrees forty-two (42) minutes West for a distance of Thirty-nine and three-tenths (39.3) feet and to a point which is Fifteen (15) feet from and parallel to the center line of the railroad switch of the Monon Railway Company, thence running in a Southwesterly direction parallel to said switch and on a line Fifteen (15) feet from the center line thereof for a distance of One Hundred Eighty-four (184) feet, thence running North eighty-five (85) degrees eighteen (18) minutes East for a distance of Two Hundred Ninety-four (294) feet and to the place of beginning; excepting any interest that the C. I. & L. Railway Company (now the Monon Railway Company), may have in the switches put on the above described real estate, and containing five tenths (0.5) acre, more or less.

ALSO, a part of the North half of the Northwest quarter of Section Nine (9), Township Eight (8) North, Range One (1) West, in Monroe County, Indiana, bounded as follows, to-wit: Beginning at a point on the center line of State Road #37 (Salem Road) at a distance of Three Hundred Thirty-four (334) feet Northwesterly along said center line of said State Road, from where said road crosses the South line of said North half section, and running thence Northwesterly along the center line of said State Road #37, a distance of One Hundred Forty-two (142) feet and to a point Fifteen (15) feet Southeaster from center line of a railroad switch of the Monon Railroad Company, and to the real point of beginning, said beginning point being at which the center line of said State Road #37, is intersected by a line fifteen (15) feet southeasterly from the center line of the railroad switch of the Monon Railroad Company, thence Southeasterly over and along said center line of said State Highway #37 for a distance of One Hundred (100) feet, thence West One Hundred Forty (140) feet, thence North to a point Fifteen (15) feet South from the center line of the railroad switch of the Monon Railroad Company, thence Northeasterly, curving to the right, parallel with and at a distance of fifteen (15) feet, from said center line to the point of beginning.

EXCEPTING THEREFROM the following described real estate:

Commencing at a point 276.90 feet North of the Southwest corner of the North half of said Northwest quarter and on the center line of South Walnut Street (Old State Highway #37) in the City of Bloomington, Indiana; thence South 84 degrees 33 minutes 46 seconds West 30.27 feet to the West line of South Walnut Street and to the point of beginning; thence South 84 degrees 33 minutes 46 seconds West 3.47 feet; thence North 12 degrees 45 minutes 00 seconds West 175.52 feet to a point on the South line of a switch to the Monon Railroad 15.00 feet perpendicular to and Southeasterly from the center line of said switch, said point also being on a curve to the right with a radius of 734.77 feet, a central angle of 00 degrees 11 minutes 12 seconds, and a chord bearing North 62 degrees 09 minutes 08 seconds East 2.40 feet; thence Northeasterly along said 15.00 foot right-of-way and said curve 2.40 feet to the West line of South Walnut Street; thence South 13 degrees 07 minutes 02 seconds along said West line 176.59 feet to the point of beginning, containing 507 square feet, more or less.

Tax ID No.: 53-08-09-200-045.000-009

The address of the real estate described herein is 1724 S. Walnut Street, Bloomington, IN 47401.

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the City of Bloomington, Indiana, by its Redevelopment Commission, an Indiana Municipal Corporation (“Grantor”), RELEASES and QUITCLAIMS to the City of Bloomington, Indiana Board of Park Commissioners, an Indiana municipal corporation (“Grantee”) for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Monroe County, in the State of Indiana:

See **Attachment A**, attached hereto and incorporated herein by reference.

The mailing address to which statements should be mailed under IC 6-1.1-22-8.1 is City of Bloomington Board of Park Commissioners, 401 N Morton St., Suite 250, Bloomington, IN 47404. The mailing address of the grantee is City of Bloomington Board of Park Commissioners, 401 N Morton St., Suite 250, Bloomington, IN 47404.

IN WITNESS WHEREOF Grantors have executed this Quitclaim Deed this
Day of _____, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

By: _____

Print:

Attest:

Print:

[illegible]

Before me, a Notary Public in and for said State and County, personally appeared _____, _____ of the Bloomington Redevelopment Commission, who acknowledged the execution of the foregoing Quitclaim Deed as his voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

My Commission Expires:

Notary Public

Resident of _____ County Name Printed: _____

Commission Number:

[illegible]

Before me, a Notary Public in and for said State and County, personally appeared _____,
of the Bloomington Redevelopment Commission,

who acknowledged the execution of the foregoing Quitclaim Deed as his voluntary act and deed.

WITNESS my hand and notarial seal this _____ day of _____, 2025.

My Commission Expires:

Notary Public

Resident of _____ County Name Printed: _____

Commission Number: _____

I affirm under penalties of perjury that I, Audrey R. Brittingham, have taken reasonable care to redact each Social Security Number in this document, unless required by law.

This instrument prepared by Audrey R. Brittingham, Assistant City Attorney, City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402

ATTACHMENT A

Description (Indiana Railroad Parcel North)

4225

A part of the Southwest Quarter of Section 9 and part of the Southeast Quarter of Section 8 in Township 8 North, Range 1 West Monroe County, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Section 9; thence NORTH 89 degrees 24 minutes

49 seconds EAST along the South line of said Section 9 a distance of 196.47 feet to the West

Right-of-Way of the Indiana Railroad; thence along said West Right-of-Way NORTH 9 degrees 33 minutes 47 seconds EAST 8.95 feet to a curve to the left having a radius of 5691.86 feet and a chord bearing NORTH 00 degrees 24 minutes 43 seconds WEST 1971.85 feet; thence Northerly along said curve 1981.85 feet to the Point of Beginning. Thence continuing 154.14 feet along said curve having a radius of 5691.86 feet and a chord bearing of NORTH 11 degrees 09 minutes 46 seconds WEST 154.14 feet; thence NORTH 11 degrees 56 minutes 19 seconds WEST 1277.59 feet to a curve to the left having a radius of 2808.41 feet and a chord bearing NORTH 20 degrees 38 minutes 27 seconds WEST 849.83 feet; thence Northwesterly along said curve 853.11 feet; thence NORTH 29 degrees 20 minutes 35 seconds WEST 565.07 feet to a curve to the left having a radius of 428.30 and a chord bearing NORTH 40 degrees 28 minutes 45 seconds WEST 165.44 feet; thence Northwesterly along said curve 166.49 feet to a point on the East Right-of-Way of Rogers Street; thence along said East Right-of-Way NORTH 00 degrees 07 minutes 51 seconds WEST 263.87 feet; thence along the Easterly Right-of-Way of the Indiana Railroad the following (6) courses (1) SOUTH 29 degrees 28 minutes 54 seconds EAST 209.20 feet; (2) thence SOUTH 60 degrees 31 minutes 06 seconds WEST 15.00 feet; (3) thence SOUTH 29 degrees 28 minutes 54 seconds EAST 500.00 feet; (4) thence NORTH 60 degrees 31 minutes 06 seconds EAST 15.00 feet; (5) thence SOUTH 29 degrees 28 minutes 54 seconds EAST 183.70 feet; (6) thence SOUTH 88 degrees 16 minutes 03 seconds EAST 206.81 feet to the West Right-of-Way of the CSX Railroad; thence along said West Right-of-Way Southeasterly along a curve having a radius bearing SOUTH 88 degrees 49 minutes 08 seconds EAST 2835.44 feet and a chord bearing SOUTH 07 degrees 29 minutes 05 seconds EAST 854.42 feet; thence Southeasterly along said curve 857.69 feet; thence SOUTH 12 degrees 04 minutes 41 seconds EAST 1462.20 feet; thence SOUTH 77 degrees 51 minutes 15 seconds WEST 86.60 feet to the Point of Beginning containing 7.43 acres, more or less.

Tax ID No.: 53-08-08-100-070.000-009

The address of the real estate described herein is 1601 S Rogers St. Bloomington, IN 47403

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

**APPROVAL OF TRANSFER OF MANAGEMENT OF HOPEWELL
COMMONS TO THE CITY OF BLOOMINGTON BOARD OF PARK
COMMISSIONERS**

WHEREAS, under Indiana Code 26-7-14-12.2, the Redevelopment Commission (“RDC”) has the authority to (3) Sell, lease, or grant interests in all or part of the real property acquired for redevelopment purposes to any other department of the unit or to any other governmental agency for public ways, levees, sewerage, parks, playgrounds, schools, and other public purposes on any terms that may be agreed on; and

WHEREAS, on or about December 22, 2023, the RDC purchased parcels 53-08-05-100-119.000-009, 53-08-05-200-118.000-009, and 53-01-56-030-000.000-009 for the purposes set forth under I.C. 26-7-14-12.2; and

WHEREAS, parcel 53-01-56-030-000.000-009 will contain temporary pickleball courts, to be maintained and operated by Parks; and

WHEREAS, plans developed through and approved by the RDC designate parcels 53-08-05-100-119.000-009 and 53-08-05-200-118.000-009 to be a public commons; and

WHEREAS, the intent is that the common area be overseen by the City of Bloomington Park Commissioners; and

WHEREAS, the RDC desires that the City of Bloomington Board of Park Commissioners take over the management and development of parcels 53-08-05-100-119.000-009 and 53-08-05-200-118.000-009 once the City’s final acceptance of the completed project from the Contractor occurs.

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

The City of Bloomington Board of Park Commissioners shall manage and operate the temporary pickleball courts located on Parcel 53-01-56-030-000.000-009, until they are directed by the RDC that this parcel must be vacated.

Parcels 53-08-05-100-119.000-009 and 53-08-05-200-118.000-009, more particularly described in the attached documents, shall be overseen, managed, operated, and developed by the City of Bloomington Board of Park Commissioners once the City's final acceptance of the completed project from the Contractor occurs.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson
President of the Bloomington Redevelopment Commission

Date

ATTEST:

John West
Secretary of the Bloomington Redevelopment Commission

Date

NOTE:

See Retracement Survey dated 7/23/2021 for Surveyor's Report.

BASIS OF BEARING
MONROE CO. COORD. SYS.
NAVD88

HOPEWELL EAST SUBDIVISION

PT OF SEM. LOTS 9-14 & 37
PERRY TOWNSHIP
SECONDARY PLAT

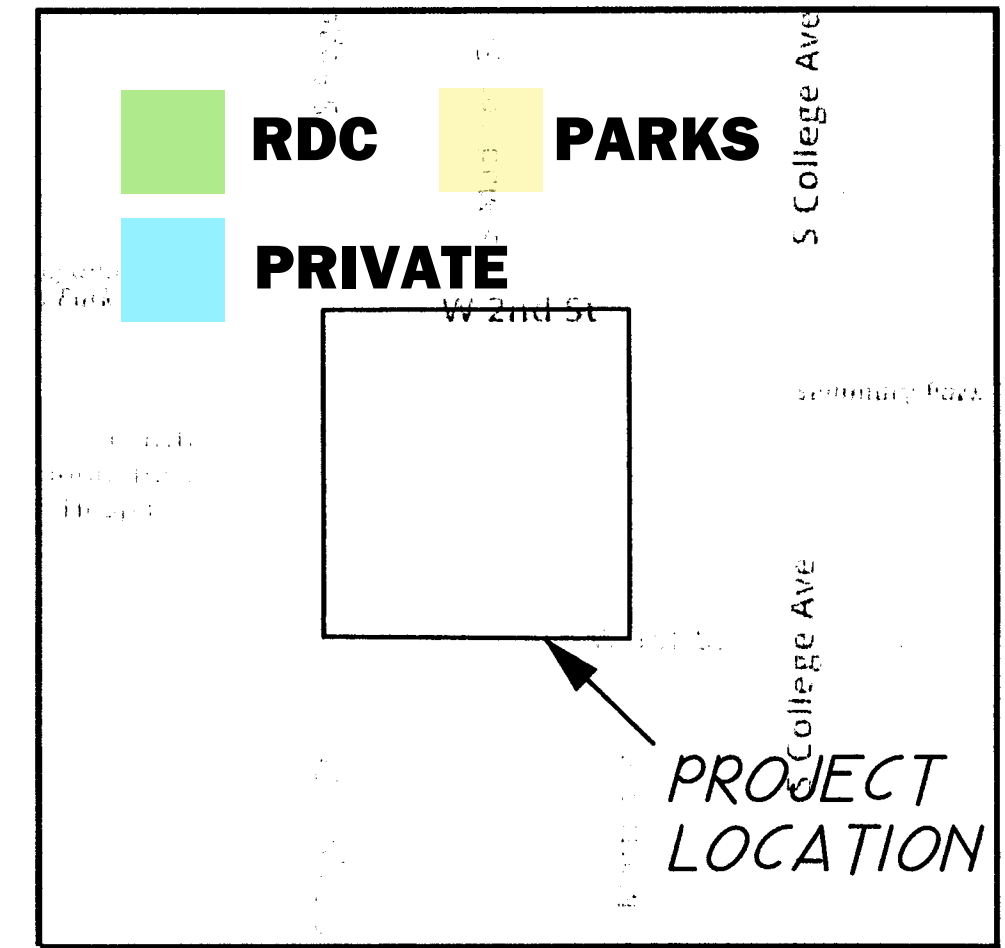
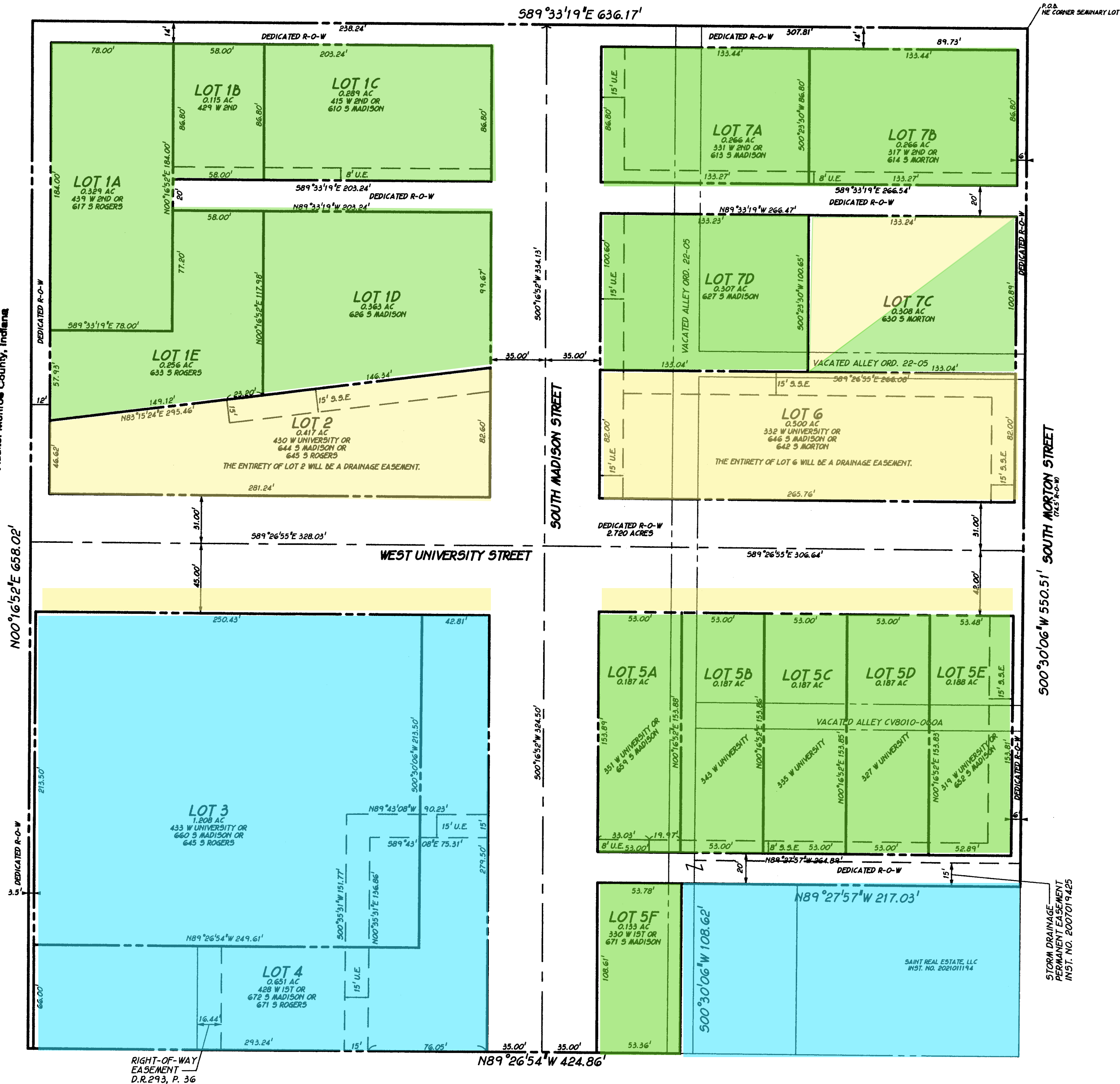
2024005941 SPL \$30.00
06/10/2024 12:57:10P 2 PGS
Amy Swain
Monroe County Recorder IN
Recorded as Presented

DULY ENTERED
FOR TAXATION

JUN 10 2024

Bloomington, Indiana

Auditor Monroe County, Indiana



LOCATION MAP

LEGAL DESCRIPTION

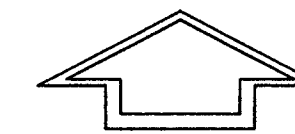
A part of Seminary Lots 37 and 10 and all of Lots 11, 12, 13 and 14 in the City of Bloomington, County of Monroe, State of Indiana, more particularly described as follows:

Beginning at the northeast corner of said Lot 14, said point being on the west right-of-way of South Morton Street; Thence on and along the east lines of Lots 14, 13, 12, 11 and part of 10 and the west right-of-way of South Morton Street South 00 degrees 30 minutes 06 seconds East 550.51 feet; Thence leaving said east and west lines North 89 degrees 27 minutes 57 seconds West 217.03 feet to the center of a vacated alley; Thence on said centerline South 00 degrees 30 minutes 06 seconds West 108.62 feet to the north right-of-way line of West 1st Street; Thence on said north line and on and along the south line of Lot 37 North 89 degrees 26 minutes 54 seconds West 424.86 feet to the east right-of-way of South Rogers Street; Thence leaving said north and south lines and on and along said east line North 00 degrees 16 minutes 52 seconds East 658.02 feet to the south right-of-way line of West 2nd Street and the north line of Lot 37; Thence on and along said north and south line South 89 degrees 33 minutes 19 seconds East 636.17 feet to the Point of Beginning, containing within said bounds 9.058 acres (394,573.9 sq. ft.).

I certify that I am a Registered Land Surveyor licensed under the laws of Indiana; that this plat accurately represents a survey made by me on December 28, 2021; and that the monuments shown on it exist; and that their locations, sizes, types, and materials are accurately shown.

C.D. Graham

Charles D. Graham
Indiana L.S. 29500014
Bynum Fanyo & Associates, Inc.
528 North Walnut Street
Bloomington, Indiana 47404-3804
812-332-8030



NORTH



Scale 1" = 50 ft

HOPEWELL EAST SUBDIVISION

11-2-2023

SHEET 1 OF 2

JOB NO. 5021058

FLOOD NOTE:

According to Flood Insurance Rate Map (FIRM) this real estate is part of Community-Panel Number: 18105C 0141D, Effective Date: December 17, 2010. This property is located in Zone X, an area of minimal flood hazard. Source: FEMA

I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Charles D. Graham

This instrument prepared by Charles D. Graham

SOURCE OF TITLE: SEE SHEET 1 FOR SOURCES

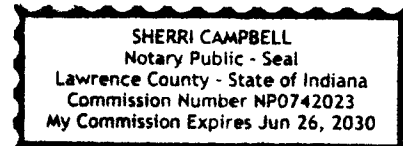
OWNER: CENTERSTONE OF INDIANA; CITY OF BLOOMINGTON;
REDEVELOPMENT COMMISSION OF CITY OF BLOOMINGTON
BOARD OF COMMISSIONERS;

ZONING: MM - MIXED USE MEDIUM SCALE & MN - MIXED USE NEIGHBORHOOD SCALE

CENTERSTONE OF INDIANA, CITY OF BLOOMINGTON, REDEVELOPMENT COMMISSION OF
CITY OF BLOOMINGTON & BOARD OF COMMISSIONERS,
the owners of the real estate shown and described herein, does hereby lay off, plat, and subdivide
said real estate in accordance with the within plat.

This subdivision shall be known and designated as HOPEWELL EAST SUBDIVISION, an addition to
the City of Bloomington. All streets and alleys shown, and not heretofore dedicated are
dedicated to the public.

The strips of ground that are shown on the plat and marked "easement" are owned by the
owners of the lots that they respectively affect, subject to the rights of public utilities for
the installation and maintenance of water and sewer mains, poles, ducts, lines, and wires.
buildings or other structures shall not be erected or maintained on these strips.



Signed and Sealed Sherrri Campbell February 15, 2024

OWNER: Centerstone of Indiana

Suzanne Kessel

Name Printed: Suzanne KesselTitle/Office: CEO

STATE OF INDIANA)
) ss:
COUNTY OF Monroe

Before me, the undersigned Notary Public, in and for the said county and state, personally
appeared Suzanne Kessel, and acknowledged the execution of the foregoing
for the purposes therein expressed.

Witness my hand and notarial seal this 15 day of February, 2024

Lawrence June 26, 2030
County of Residence Commission Expiration

Sherrri Campbell Sherrri Campbell
Notary Public, Written Notary Public, Printed

Signed and Sealed Kerry Thomson March 8th, 2024

OWNER: City of Bloomington

Kerry Thomson

Name Printed: Kerry ThomsonTitle/Office: Mayor

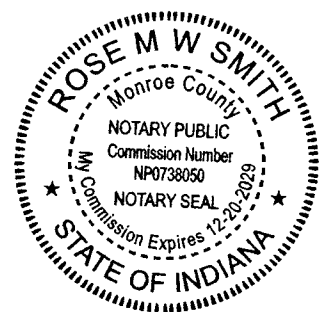
STATE OF INDIANA)
) ss:
COUNTY OF Monroe

Before me, the undersigned Notary Public, in and for the said county and state, personally
appeared Kerry Thomson, and acknowledged the execution of the foregoing
for the purposes therein expressed.

Witness my hand and notarial seal this 8th day of March, 2024

Monroe 12-20-2029
County of Residence Commission Expiration

Rose M W Smith Rose M W Smith
Notary Public, Written Notary Public, Printed



HOPEWELL EAST SUBDIVISION

PT OF SEM. LOTS 9-14 & 37
PERRY TOWNSHIP
SECONDARY PLAT

Signed and Sealed Christina Finley February 28, 2024

OWNER: Redevelopment Commission of City of Bloomington

Deborah Hutton

Name Printed: Deborah HuttonTitle/Office: President

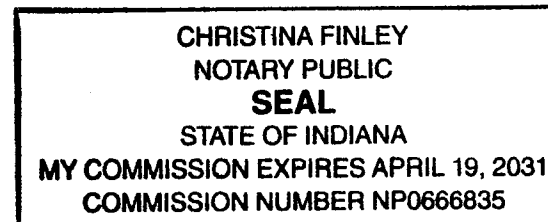
STATE OF INDIANA)
) ss:
COUNTY OF Monroe

Before me, the undersigned Notary Public, in and for the said county and state, personally
appeared Deborah Hutton, and acknowledged the execution of the foregoing
for the purposes therein expressed.

Witness my hand and notarial seal this 28 day of February, 2024

Monroe 4-19-2031
County of Residence Commission Expiration

Christina Finley Christina Finley
Notary Public, Written Notary Public, Printed



Signed and Sealed Brianne Gregory May 2, 2024

OWNER: Board of Commissioners

Julie Thomas

Name Printed: Julie ThomasTitle/Office: Mayor

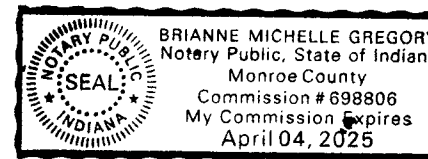
STATE OF INDIANA)
) ss:
COUNTY OF Monroe

Before me, the undersigned Notary Public, in and for the said county and state, personally
appeared Julie Thomas, and acknowledged the execution of the foregoing
for the purposes therein expressed.

Witness my hand and notarial seal this 2nd day of May, 2024

Monroe April 4, 2025
County of Residence Commission Expiration

Brianne Gregory Brianne Gregory
Notary Public, Written Notary Public, Printed



EASEMENT LEGEND

UE = Utility Easement

(A) Shall allow both private and public utility providers access associated with the installation,
maintenance, repair, or removal of utility facilities.

(B) Prohibits the placement of any unauthorized obstructions within the easement area
unless authorized by the City Utilities Department and easement holder(s).

DE = Drainage Easement

(A) Shall be required for any surface swales or other minor drainage improvements that are intended
to serve the lots in which they are located.

(B) Shall prohibit any alteration within the easement that would hinder or redirect flow.

(C) Shall provide that the owner of the lot on which the easement is placed shall be responsible
for maintenance of the drainage features within such easement.

(D) Shall be enforceable by the City Utilities Department and by owners of properties that are
adversely affected by conditions within the easement.

(E) Shall allow the City Utilities Department to enter upon the easement for the purpose of
maintenance, to charge the costs of such maintenance to the responsible parties, to construct
drainage facilities within the easement, and to assume responsibility for the drainage features
at its discretion.

SSE = Sanitary Sewer Easement

(A) Shall allow the City Utilities Department exclusive access for installation, maintenance, repair,
or removal of sanitary sewer facilities.

(B) Encroachment by other utilities is prohibited, unless such encroachment is approved by the
City Utilities Department in conjunction with the primary Plat. Upon written permission
from the City Utilities Department, encroachments may be permitted after the recording of
the secondary Plats.

(C) Trees and structures including, but not limited to, buildings, fences, retaining walls, signs, and
light fixtures, shall not be located within the Sanitary Sewer Easements.

(D) Grading activity shall be prohibited within Sanitary Sewer Easements without written
permission from the City Utilities Department.

2024005941 SPL \$30.00
06/10/2024 12:57:10P 2 PGS
Amy Swain
Monroe County Recorder IN
Recorded as Presented

DULY ENTERED
FOR TAXATION

JUN 10 2024

BRIANNE M. GREGORY

Auditor Monroe County, Indiana

Certificate of Approval of Plan Commission

Under the authority of Indiana Code 36-7-4 700 series, enacted by the General Assembly of the State of
Indiana and ordinances adopted by the Common Council of the City of Bloomington, Indiana, this plat was
given approval by the City of Bloomington as follows:

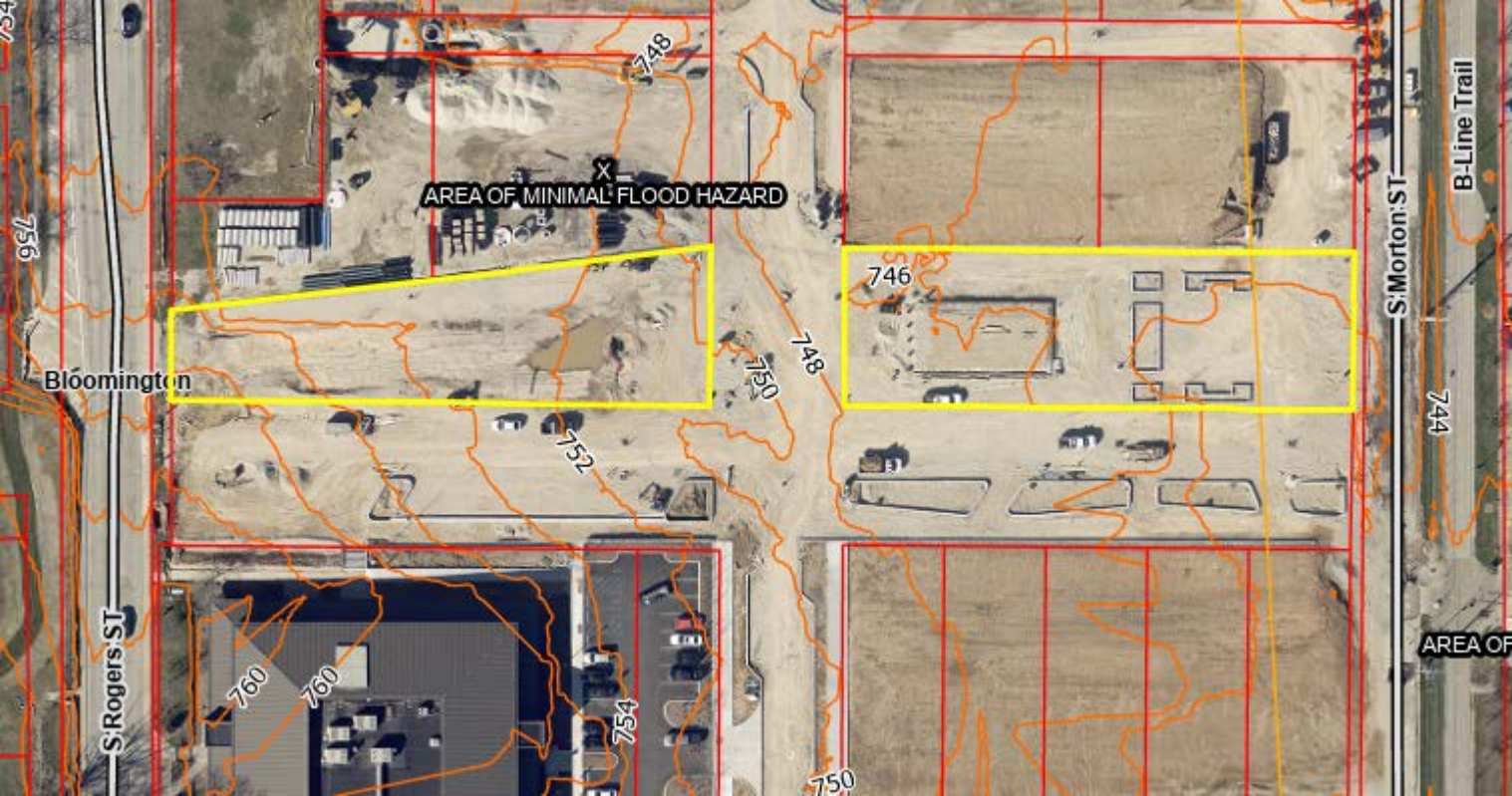
Pursuant to Bloomington Municipal Code 20.06.060(c)(3)(C)(i)(1), approval authority was delegated to the
Planning and Transportation Department by the Plan Commission at its hearing on: July 11, 2022

The Planning and Transportation Department approved this secondary plat, HOPEWELL EAST SUBDIVISION, on:

January 24, 2024

David Hittle
David Hittle, Director of Planning and Transportation

HOPEWELL EAST SUBDIVISION
11-2-2023
SHEET 2 OF 2
JOB NO. 5021058



AREA OF MINIMAL FLOOD HAZARD

Bloomington

S. Rogers ST

S. Morton ST

B-Line Trail

AREA OF

**RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF THE FIRST AMENDMENT TO THE CERTIFIED TECHNOLOGY
PARK AGREEMENT**

WHEREAS, Indiana Code 36-7-32 authorizes the establishment in a city of a certified technology park by the Indiana Department of Commerce (“IDOC”) of an area within the jurisdiction of the city’s redevelopment commission; and

WHEREAS, the City of Bloomington (“City”) filed an application in 2004 to the Indiana Commerce Department to designate a certified technology park in downtown Bloomington to be known as the Bloomington Certified Technology Park (the “Park”); and

WHEREAS, the application was approved by the Indiana Department of Commerce in 2005 and the Common Council of the City of Bloomington, through Resolution 05-01, approved the Certified Technology Park Agreement between the City of Bloomington, the Bloomington Redevelopment Commission, and the Indiana Department of Commerce to establish the terms and conditions governing the Certified Technology Park (**EXHIBIT B**); and

WHEREAS, the Bloomington Certified Technology Park has been recertified by the Indiana Department of Commerce every four years by locating high technology businesses within the CTP (as defined in IC36-7-32-7); and

WHEREAS, the Certified Technology Park was recertified in December 2024 and was designated as a “Level 2 CTP” according to IC 36-7-32-22(e); and

WHEREAS, the State of Indiana seeks to amend the 2005 agreement through this First Amendment (**EXHIBIT A**) by extending the CTP authorization to June 30, 2027 and to providing \$250,000/annually through the end of the program extension.

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

The RDC approves the First Amendment to the 2005 agreement, which:

1. Extends the agreement to June 30 2027, and
2. Commits additional funding from IEDC of \$250,000/annually through June 30, 2027.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date



Economic
Development
Corporation

December 20, 2024

City of Bloomington
Attn: Andrea De La Rosa
401 North Morton St
Bloomington Indiana 47404

Re: Bloomington Trades District Tech Park Application for Recertification

To whom it may concern,

Thank you for submitting an application for the recertification for your Certified Tech Park. Upon review of your application, the IEDC is pleased to notify you that your Certified Tech Park is conditionally recertified pending acceptance of the contract amendment found in this letter. Additionally, this recertification shall be to designate the CTP as a "Level 2 CTP" as designated in IC 36-7-32-22(e). This determination shall be retroactive to July 1, 2023 to coincide with legislative enactment.

Please retain this letter as proof of the IEDC's certification. If at any time, the CTP does not fulfill the requirements as explained in the original contract or the subsequent Amendment #1, the CTP shall be subject to decertification and ineligible to collect incremental state tax revenue.

For 2023 and 2024 the annual reports shall be due no later than April 15, 2025. For subsequent years, the reports are also due no later than April 15th. These annual reports, and all subsequent annual reports shall include:

- Total employment and payroll levels for all businesses located within the park, including the number of new jobs in the reporting year.
- The nature and extent of any technology transfer activity occurring within the park.
- The nature and extent of any nontechnology businesses operating within the park.
- The use and outcomes of CTP revenue or grant funds made available to the park.
- An analysis of the park's overall contribution to the technology-based economy in Indiana, including the amount of capital investment that occurred and the products created within the park.
- A complete list of employers in the park by street names and the range of street numbers in the area as of December 31st.
- A description, including the manner of annual engagement with each company located within the CTP.

Should you have any questions regarding this recertification, or have any clarifying questions, please do not hesitate to reach out to CTP@iedc.in.gov

Sincerely,

Mark Wasky

Special Counsel to the Secretary, SVP

CC: Ian Ward-IEDC

FIRST AMENDMENT

This Amendment (the "**First Amendment**") to the Certified Technology Park ("**CTP**") Agreement between the **STATE OF INDIANA** by and through the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the "**IEDC**"), a successor in interest to the **INDIANA DEPARTMENT OF COMEMRCE** ("**IDOC**") and the **CITY OF BLOOMINGTON, INDIANA** and the **BLOOMINGTON REDEVELOPMENT COMMISSION** (the City of Bloomington and the Bloomington Redevelopment Commission together, "**The City**").

RECITALS

WHEREAS, pursuant to HEA 1003, passed by the General Assembly in 2005, responsibility for administration of the Certified Technology Park ("**CTP**") program was transferred from the IDOC to the IEDC;

WHEREAS, the IEDC and the City previously entered into that certain Certified Technology Park Agreement, which commenced on or about February 25, 2025 (the "**Original Agreement**")

WHEREAS, the Original Agreement and this First Amendment shall hereinafter be referred to collectively as the "**Agreement**"; and

WHEREAS, the IEDC and the City desire to amend the Original Agreement to bring it into compliance with current law and policy;

NOW, THEREFORE, in consideration of the above recitals and the mutual promises, obligations, and stipulations contained in this Agreement, the parties hereby agree as follows:

EFFECTIVE DATE

1. This First Amendment shall take effect on July 1, 2023 ("**Effective Date**").

AMENDMENT

2. Paragraph 2 of the Original Agreement is deleted and replaced in its entirety with the following:

2. TERM OF AGREEMENT

The term of this Agreement and the designation of the CTP shall be from February 25, 2005 and shall continue in effect during the existence of the CTP's designation as a certified technology park under Section 11 of the Act. In accordance with the Act, the CTP's designation is subject to the continued review of the IEDC and will expire on June 30, 2027 (the "Expiration Date"). The CTP is subject to recertified by the IEDC at any time but in no event less than every four years upon expiration of the Agreement. If the designation of the CTP lapses or is terminated for whatever reason and this Agreement is subsequently extended and the CTP is recertified, this Agreement shall operate as if the CTP's designation continuously remained in effect

unless the parties agree otherwise.

3. Paragraph 4 of the Original Agreement is hereby deleted in its entirety and replaced with the following.

4. COVENANTS AND RESTRICTIONS:

The following covenants and restrictions are applicable to all properties contained within the Area:

A. The City has established or shall establish a certified technology park fund (the "CTP Fund") under Section 23 of the Act to receive (i) all property tax proceeds allocated under Section 17 of the Act and (ii) any monies distributed to the City under Section 22 of the Act (collectively, the "CTP Revenues"). All CTP Revenues, as well as grants, if any, awarded from the IEDC's Technology Development Grant Fund established under Indiana Code § 5-28-10 (the "TDGF Statute") shall be expended only in compliance with the Act, the IEDC's Certified Technology Park Program Requirements, and the TDGF Statute (as applicable), as all may be amended from time to time.

B. The City shall maintain information regarding the operation and maintenance of the CTP and shall provide an annual report (the "Annual Report") to the IEDC by April 15 of each year for the immediately preceding calendar year ending December 31: (1) total employment and payroll levels for all businesses operating within the CTP, which should also include the number of new jobs created in that year, (2) the nature and extent of any technology transfer activity occurring within the CTP; (3) the nature and extent of any nontechnology businesses operating within the Park; (4) the use and outcomes of any state money made available to the CTP; and (5) an analysis of the CTP's overall contribution to the technology-based economy in Indiana, including but not limited to the amount of capital investment that occurred and the products have been developed and/or commercialized. The Annual Report shall further include a complete list of the employers in the CTP by street names and the range of street numbers of each street in the Area as of December 31. Failure to timely submit the Annual Report may result in the CTP being unable to access funds from the CTP Fund and/or termination of the CTP.

C. The Parties agree that the designation of the CTP and the tax increment recapture provisions of the Act are intended to attract and assist businesses that primarily engage in a high technology activity. In the event that the IEDC determines that the CTP is being operated so as to not principally benefit, attract or assist businesses that primarily engage in a high technology activity, the IEDC may, upon providing notice to the City, restrict the tax proceeds allocated under Section 17 and Section 22 of the Act to only those derived from businesses primarily engaged in a high technology activity, as determined by the IEDC or with such exceptions approved by the IEDC in writing.

D. The City shall maintain that all public facilities supported in whole or in part from CTP Revenues or grant funds awarded under the TDGF Statute continue to be used as public facilities for their useful lives as determined in accordance with federal income tax depreciation schedules. Any sale or conveyance of a public facility must include a restrictive covenant that said public facility must continue to be used for a high technology activity and as a public facility, even if owned by a private entity, unless the sale or conveyance is approved in advance by the IEDC in writing. Based upon the conditions represented in the

Application, the IEDC determines that, in order to increase employment and private investment in the CTP, the City may sell or rent to a business engaged primarily in a high technology activity at a price less than market value public facilities owned by, or developed by or with the assistance of, the City; provided that (i) the terms of conveyance or lease shall include a restrictive covenant that the public facilities will only be used primarily for high technology activities and as a public facility and legal and equitable remedies and rights to insure the proper enforcement of said restrictive covenant and (ii) the City discloses the material terms of the sale or rental in its Annual Report for each year in which the compensation is less than market value. Notwithstanding the foregoing, the IEDC may provide the City written notice of its determination that any future permanent or temporary sale or rentals below market value shall be prohibited, and the City may not enter into an arrangement, which may inhibit the effectiveness of such prohibition (such as a long-term leases with subleasing capabilities or a non-arm's length transaction involving a significant portion of its public facilities).

4. Paragraph 11 of the Original Agreement is hereby deleted in its entirety and replaced with the following

11. NOTICE TO PARTIES

Whenever any notice, statement or other communication shall be sent to the IEDC, or the City, it shall be sent to the following:

- A. Notices to the IEDC shall be sent to:

Indiana Economic Development Corporation
Attn: General Counsel
1 N. Capitol Ave., Suite 700
Indianapolis, IN 46204
CTP@iedc.in.gov

- B. Notices to the City of Bloomington shall be sent to:

ATTN:
ADDRESS
ADDRESS
EMAIL

Notices to the Redevelopment Commission shall be sent to:

ATTN:
ADDRESS
ADDRESS
EMAIL

5. ACCESS TO RECORDS

- A. The City and its permitted grantees or contractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the expenditures of the CTP Revenues ("Records"), for inspection by the IEDC, the State of Indiana or by any of

their respective authorized representatives, and reasonable requests for copies thereof shall be furnished to the IEDC and the State of Indiana if requested. The City and its permitted grantees or contractors, if any, shall make all Records available at their respective offices at all reasonable times during the term of this Agreement and for three (3) years from the date of the final expenditure of the CTP Revenues eligible to be captured under this Agreement or until a state or federal audit has been completed and all audit exceptions cleared, whichever is earlier.

B. If the IEDC determines that fraud or other criminal misconduct has occurred involving CTP Revenues, the IEDC shall consider the City in default and may terminate this Agreement. The City will be responsible for reimbursement to the IEDC of the full amount of CTP Revenues misappropriated.

C. The IEDC and its authorized representatives and staff have the right, at all reasonable times, to make site visits to: (1) review CTP accomplishments and to confer with principals of the City and permitted grantees or contractors, if any; (2) to audit Records and management control systems; and (3) to provide such technical assistance as may be required. If any site visit is made on the premises of City, the CTP or any grantee or contractor under this Agreement, the City shall provide and shall require its grantees and contractors to provide all reasonable facilities and assistance for the safety and convenience of the IEDC or its representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the CTP's operations or work on the CTP. The City will be given at least one (1) week prior notice before any site visit.

6. CERTIFIED TECHNOLOGY PARK INCREMENTAL TAX FINANCING FUND.

The tax increment financing fund established under Section 22 of the Act (the "State CTP Fund") for the CTP shall receive (i) 100% of the aggregate amount of state gross retail and use taxes that are remitted under Indiana Code § 6-2.5 by businesses which exceed the gross retail base period amount, in accordance with Indiana Code § 36-7-32-22(b)(1); and (ii) 100% of the income tax incremental amount provided for in Indiana Code § 36-7-32-22(b)(2)(A)-(D). Notwithstanding the foregoing or anything in the Act to the contrary, not more than an aggregate total of Five Million and 00/100 Dollars (\$5,000,000.00) in CTP Revenues or other funds that may be deposited into the State CTP Fund over the course of its designation unless designated as a level 2 CTP. If such distributions in excess of Five Million and 00/100 dollars (\$5,000,000.00) are made to the CTP and deposited in the certified technology park fund established by the redevelopment commission under Section 23 of the Act (the "Local CTP Fund") in a state fiscal year, the City agrees to coordinate with the IEDC, subject to Paragraph 7 of this Agreement, on how distributions will be utilized by the CTP to further high-technology company growth within the CTP.

7. The use of funds deposited in the Certified Technology Park Fund in excess of \$5,000,000.00, as described in IC 36-7-32-22(e), is subject to review and approval by the IEDC.
8. The City, or its designee, shall engage in a meaningful way with all companies who have a presence within the CTP in order to learn the nature of their business, obtain key indicators

of success, and other information required by the Act necessary for the IEDC to make a future determination on a recertification, and a description of such efforts and information shall be included in the annual report provided to the IEDC. Failure to do so may result in the non-renewal or termination of the CTP.

9. The parties hereby agree that all other unamended terms and conditions set forth in the Agreement shall remain the same and shall remain in full force and effect following the Effective Date. All benefits, rights, obligations and responsibilities of the parties under the Agreement shall transfer and operate under this First Amendment and shall be construed and shall function as if the Agreement had remained in effect continuously but with the Amendment of the terms contained in this First Amendment.

Signatures on Following Page – Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the City and the IEDC have, through duly authorized representatives, entered into this First Amendment. The Parties, having read and understand the foregoing terms of this First Amendment, do by their respective signatures dated below hereby agree to the terms thereof.

CITY OF BLOOMINGTON

Signature

Printed Name and Position/Title

Date: _____

BLOOMINGTON REDEVELOPMENT COMMISSION

Signature

Printed Name and Position/Title

Date: _____

INDIANA ECONOMIC DEVELOPMENT CORPORATION, INC.

Robert Paglia, Chief Operating Officer

(Digital Signature Stamp Below)

STATE BUDGET AGENCY

Joseph Habig, Acting Budget Director

Date: _____

C. Rox
Susan Fairley
Janet Lebert
COPY
RECEIVED

February 7, 2005

FEB - 9 2005

**OFFICE OF THE MAYOR
BLOOMINGTON, INDIANA**

The Honorable Mark Kruzan
Mayor, City of Bloomington
401 N. Morton Street, P.O. Box 100
Bloomington, Indiana 47402

Re: Bloomington Certified Technology Park Designation

Dear Mayor Kruzan:

Pursuant to the Indiana Certified Technology Park statute (IC 36-7-32), the Indiana Department of Commerce ("IDOC") has determined that the area within the City of Bloomington, as particularly described in "Exhibit A" of the Certified Technology Park Agreement attached hereto, is hereby designated as an Indiana Certified Technology Park. IDOC has determined that the Application demonstrated a firm commitment from at least on business engaged in high technology activity creating a significant number of jobs, and met the remaining criteria included within IC 36-7-32-11 for a certified technology park designation.

Additionally, pursuant to IC 36-7-32-12, enclosed is a fully executed original Certified Technology Park Agreement that has been entered into between the City of Bloomington, its legislative body and IDOC.

The Indiana Department of Local Government Finance and the Indiana Department of Revenue are being notified of this designation; however, the Bloomington Redevelopment Commission must also send to the Indiana Department of Revenue a certified copy of this letter and the attached agreement, along with a complete listing of the employers in the Certified Technology Park, including street names and the range of street numbers of each street in the designated Certified Technology Park. The employer listing and the information included therein must be updated and provided to the Department of Revenue annually before July 1 of each year. The employer listing should be sent to:

Indiana Department of Revenue
Certified Technology Parks
Attn: Shah Towfighi
100 N. Senate Avenue, ICGN-248
Bloomington, IN 46204

Congratulations on your designation. A representative from our Public Relations Office will contact you in order to arrange a date, time and location for a presentation of a framed Certified Technology Park Certificate. In the meantime, do not hesitate to contact me if you have any questions or comments.

Sincerely,



Terri Van Zant, Director
Office of Development Finance

cc: Indiana Department of Revenue
Indiana Department of Local Government Finance

RESOLUTION 05-01

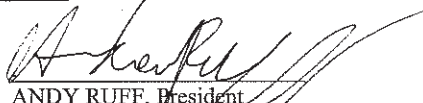
TO APPROVE THE CERTIFIED TECHNOLOGY PARK AGREEMENT
BETWEEN THE CITY, THE REDEVELOPMENT COMMISSION AND
THE INDIANA DEPARTMENT OF COMMERCE

- WHEREAS, Indiana Code 36-7-32 authorizes the establishment in a city of a certified technology park by the Indiana Department of Commerce ("IDOC") of an area within the jurisdiction of the city's redevelopment commission; and
- WHEREAS, the City of Bloomington ("City") has filed an application to the Commerce Department to designate a certified technology park in downtown Bloomington to be known as the Bloomington Certified Technology Park (the "Park"), which application has received preliminary approval by the IDOC; and
- WHEREAS, in order for the Park to receive full designation, it is necessary for IDOC and the City of Bloomington's Redevelopment Commission and Common Council to enter into an agreement establishing the terms and conditions regarding the Park, and the attached Certified Technology Park Agreement has been submitted by IDOC to the City as its proposed terms and conditions; and
- WHEREAS, IDOC advised the City that the size of the Park should be reduced, and the City has revised the Park's boundaries as requested by IDOC, and the revised boundaries are shown on the map and legal description included in the attached Agreement as Exhibit A; and
- WHEREAS, the proposed Park would serve a public purpose and be of benefit to the community by encouraging investment, job creation, and economic growth and diversity in the area;

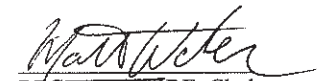
NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. The Common Council hereby approves the Certified Technology Park Agreement between the City of Bloomington, Indiana, by its Common Council; the Bloomington Redevelopment Commission; and the Indiana Department of Commerce.

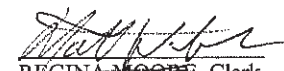
PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 2nd day of February, 2005.


ANDY RUFF, President
Bloomington Common Council

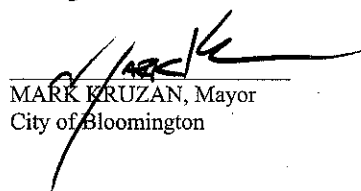
ATTEST:


~~REGINA MOORE~~, Clerk
City of Bloomington *Matt Weber*

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 2nd day of February, 2005.


~~REGINA MOORE~~, Clerk
City of Bloomington *Matt Weber*

SIGNED and APPROVED by me upon this 2nd day of FEBRUARY, 2005.


MARK KRUZAN, Mayor
City of Bloomington

SYNOPSIS

This resolution approves the Certified Technology Park Agreement between the City of Bloomington, by its Common Council, the Bloomington Redevelopment Commission, and the Indiana Department of Commerce. The agreement establishes the terms and conditions upon which the Certified Technology Park will operate. The boundaries of the Park are as shown in Attachment A to the Agreement. An area between 7th Street and 3rd Street that was included in the City's application for the Park has been removed from designation at the request of the Department of Commerce.

Signed Copies to:

Legal (5)	Monroe Co. ED Director	BEHC	CA/CA(2)
Mayor/ED	Monroe Co. Auditor	SBDC	Clerk
T/Planning	Controller		file
HAND			

COPY

CERTIFIED TECHNOLOGY PARK AGREEMENT

This Agreement is between the STATE OF INDIANA, acting by and through the Indiana Department of Commerce (hereinafter referred to as "IDOC"), Bloomington, Indiana (hereinafter referred to as the "City") and the Bloomington Redevelopment Commission (hereinafter referred to as the "Department"), regarding the designation of an area identified within this Agreement and the City's Certified Technology Park application dated October 4, 2004, as an Indiana certified technology park (hereinafter referred to as the "Certified Technology Park") under I.C. 36-7-32 et seq. (hereinafter referred to as the "Certified Technology Park Statute"). The parties to this Agreement, in consideration of the mutual covenants, obligations, and stipulations set forth herein, witness and agree as follows:

1. PURPOSE OF AGREEMENT:

Pursuant to the Certified Technology Park Statute, and in accordance with the terms and conditions contained herein, the purpose of this Agreement is to establish the terms and conditions governing the Certified Technology Park.

2. TERM OF AGREEMENT:

This Agreement will commence as of the date of execution by the parties hereto, and shall continue in effect during the existence of the Certified Technology Park.

3. DESCRIPTION OF THE AREA TO BE INCLUDED WITHIN THE CERTIFIED TECHNOLOGY PARK:

A copy of the legal description for the area that will constitute the Certified Technology Park is attached hereto as "Exhibit A", and is incorporated herein by reference thereto.

4. COVENANTS AND RESTRICTIONS:

The following covenants and restrictions are applicable to all properties contained within the Certified Technology Park:

- a. The city hereby covenants that the primary activity of businesses locating within the Certified Technology Park shall be high technology activities (as defined in IC 36-7-32-7).
- b. The Department, on an annual basis and before December 31st of each year, shall provide IDOC with a complete list of the employers in the Certified Technology Park, and the street names and the range of street numbers of each street in the Certified Technology Park.

5. FINANCIAL COMMITMENTS:

Financial commitments that have been made as part of the development of the Certified Technology Park are listed in "Exhibit B" attached hereto and incorporated herein.

6. COMMITMENTS OF INSTITUTIONS OF HIGHER EDUCATION:

Indiana University has agreed to provide support to the businesses located within the Certified Technology Park in the following manner: access to research activities, expert advice, patent counseling, connections to networks, access to the I.U. laboratories & libraries, the business incubator and the Small Business Development Center, and the SEED Corp.

7. PUBLIC FACILITIES TO BE DEVELOPED FOR THE TECHNOLOGY PARK:

A listing of the proposed public facilities, as such term is defined in IC 36-7-32-9 ("Public Facilities") to be developed for the Technology Park, along with

estimated costs, is attached hereto as "Exhibit C", and is incorporated herein by reference thereto.

8. PRIMARY ACTIVITIES WITHIN THE TECHNOLOGY PARK:

- a. The City shall make every effort to ensure that the primary activities of the Technology Park shall be high technology activities (as defined in IC 36-7-32-7). The City shall notify IDOC at any time that the primary focus of the business activities occurring within the Technology Park does not consist of high-technology activities.
- b. The City shall annually submit to IDOC, on or before December 31st of each year, a report that provides an update regarding the developments that have occurred within the Certified Technology Park including the number of jobs that have been created, the amount of capital investments that have occurred and the products developed within the Certified Technology Park that have been commercialized.

9. CERTIFIED TECHNOLOGY PARK FUND

Money deposited in the Certified Technology Park Fund created under IC 36-7-32-23 may be used by the Department only for one or more of the following purposes:

- a. Acquisition, improvement, preparation, demolition, disposal, construction, reconstruction, remediation, rehabilitation, restoration, preservation, maintenance, repair, furnishing, and equipment of public facilities.
- b. Operation of Public Facilities.
- c. Payment of the principal of and interest on any obligations that are payable solely or in part from money deposited in the Certified Technology Park Fund and that are incurred by the Commission for the purposes of financing or refinancing the development of public facilities in the Certified Technology Park.

- d. Establishment, augmentation or restoration of the debt service reserve for obligations described in 9c.
- e. Payment of the principal of and interest on bonds issued by the City to pay for public facilities in or serving the Certified Technology Park.
- f. Payment of premiums on the redemption before maturity of bonds described in 9c. Payment of the amounts due under leases payable from moneys deposited in the Certified Technology Park Fund.
- g. Reimbursement to the City for expenditures made by it for public facilities in or serving the Certified Technology Park.
- h. Payment of expenses incurred by the Commission for public facilities that are in or serving the Certified Technology Park.
- i. For any other purposes permitted by IC 36-7-32, as amended.

10. NONDISCRIMINATION:

INDY 1135261x1 Pursuant to I.C. 22-9-1-10, and the Civil Rights Act of 1964, the City shall not discriminate against any employee or applicant for employment in its activities relating to the operation of the Certified Technology Park. The City shall not discriminate with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, religion, sex, handicap, national origin, ancestry, or status as a veteran. Breach of this covenant may be regarded as a material breach of this Agreement.

11. NOTICE TO PARTIES:

Whenever any notice, statement or other communications shall be sent to the IDOC, or the City and the Department, it shall be sent to the following address, unless otherwise specifically advised.

A. Notices to the Indiana Department of Commerce shall be sent to:

Indiana Department of Commerce
Development Finance Division
One North Capitol, Suite 700
Indianapolis, IN 46204

B. Notices to the City of Bloomington and the Department shall be sent to:

The Honorable Mark Kruzan
Mayor, City of Bloomington
401 N. Morton Street, P.O. box 100
Bloomington, Indiana 47402

12. AUTHORITY TO BIND:

Notwithstanding anything in this Agreement to the contrary, the signatories for the City and the Department represents that they have been duly authorized to execute this Agreement on its behalf.

13. AMENDMENT OF THIS AGREEMENT:

This Agreement may be amended only with the review and approval of all parties hereto.

14. REMEDIES NOT IMPAIRED:

No delay or omission of IDOC in exercising any right or remedy available under this Agreement shall impair any such right or remedy, or constitute a waiver of any default or acquiescence thereto.

15. COMPLIANCE WITH LAWS:

The City agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

16. GOVERNING LAWS:

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, notwithstanding its choice of law rules to the contrary or any other state's choice of law rules and suit, if any, must be brought in the State of Indiana.

17. ENTIRE AGREEMENT:

This Agreement and attachments hereto contain the entire understanding of the parties and this Agreement supersedes all prior Agreements and understandings, oral and written, with respect to this subject matter.

18. MAINTAINING A DRUG-FREE WORKPLACE:

The City hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The City will give written notice to the State within ten (10) days after receiving actual notice that an employee has been convicted of a criminal drug violation occurring in the workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of benefits, termination of this Agreement and/or debarment from doing further business with the State for up to three (3) years.

In addition to the provisions of the above Paragraphs, if the total Agreement amount set forth in this Agreement is in excess of \$25,000.00, the City hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all agreements with and grants from the State of Indiana in excess of \$25,000.00. No award of an agreement shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed and be made a part of this Agreement as part of the Agreement documents.

The City certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the City's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the City's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- C. Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and,
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

19. INDEMNIFICATION:

The City agrees, to the extent permitted by law, to indemnify, defend, and hold harmless the State of Indiana and its agents, officers and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the City. The State shall not provide such indemnification to the City.

20. PENALTIES/INTEREST/ATTORNEYS' FEES:

IDOC State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, I.C. 5-17-5-1 et seq., I.C. 34-54-8-5 et seq., and I.C. 34-13-1-6 et seq.

21. SEVERABILITY:

The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

22. TERMS:

Terms not otherwise defined in this Agreement shall have the meanings set forth in I.C. 36-7-32.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement on the dates entered below.

City of Bloomington

By Its: Bloomington Redevelopment Commission

By: David P. Walter

PRINTED: DAVID P. WALTER

Title: PRESIDENT

Dated: _____

COMMON COUNCIL

By: Andy Ruff

PRINTED: ANDY RUFF

TITLE: PRESIDENT

DATED: JANUARY 26, 2005

**STATE OF INDIANA,
Acting by and through the
INDIANA DEPARTMENT OF COMMERCE**

BY: Patricia R. Miller

PATRICIA R. MILLER, SECRETARY OF COMMERCE

DATE: _____

DATE: 2/4/05

Exhibit A

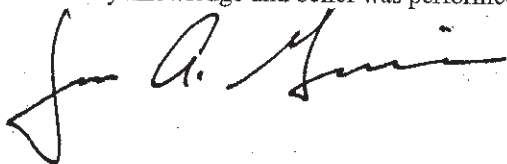
LEGAL DESCRIPTION BLOOMINGTON CERTIFIED TECHNOLOGY PARK JOB #389

A part of Sections 32 and 33, Township 9 North, Range 1 West, and a part of Section 5, Township 8 North, Range 1 West, Monroe County, Indiana, and being more particularly described as follows:

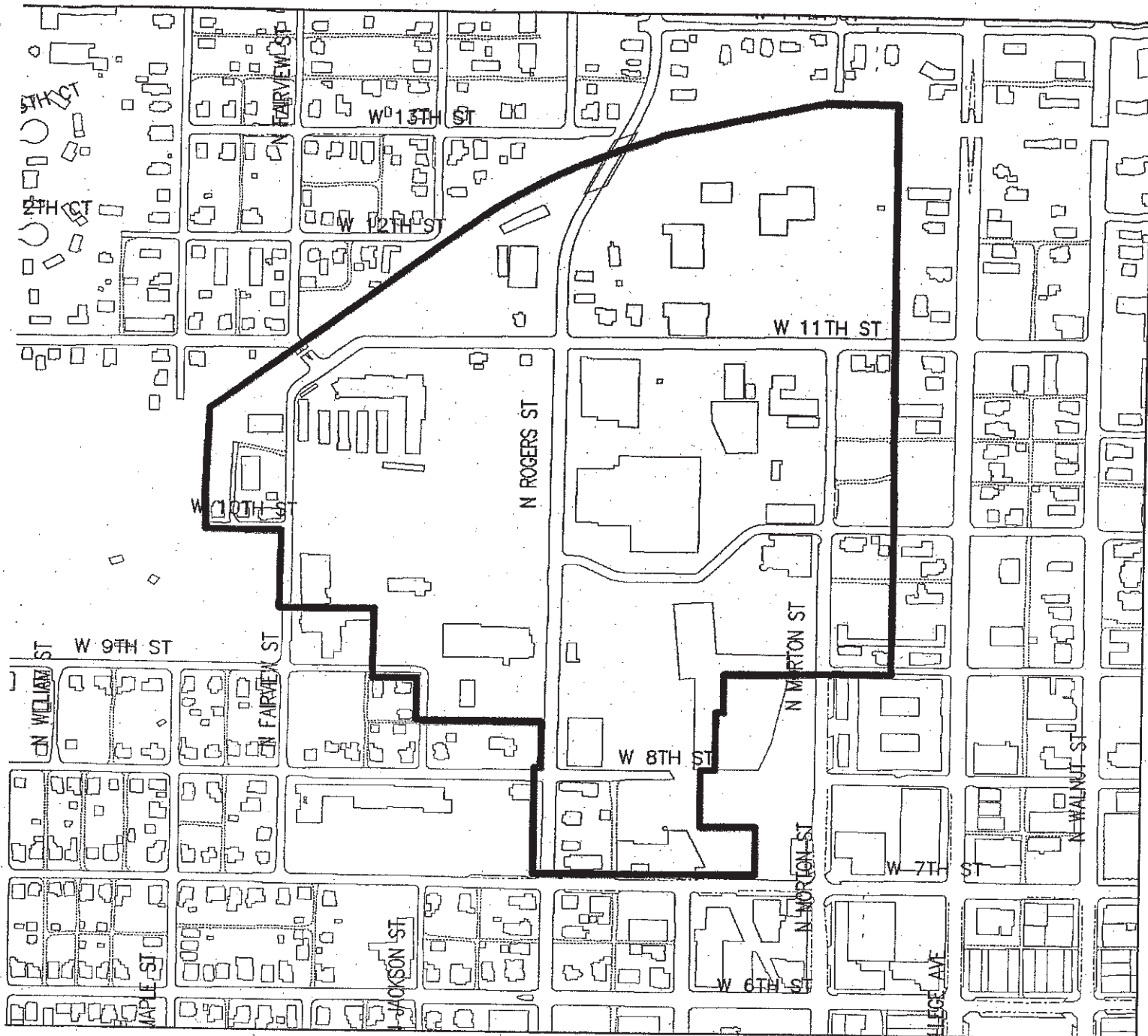
Beginning at the intersection of the northerly prolongation of the east right-of-way line of the alley between Morton Street and College Avenue with the northerly right-of-way line of the Indiana Rail Road; thence South 1741 feet on said northerly prolongation and east alley right-of-way line to the south right-of-way line of 9th Street; thence West 159 feet on said south right-of-way line to the east right-of-way line of Morton Street; thence West 82.5 feet to the west right-of-way line of Morton Street; thence West 48.82 feet to the Showers Building; thence continuing West 130.12 feet through the Showers Building; thence South 120.56 feet through the Showers Building; thence West 19.96 feet through the Showers Building; thence South 185.10 feet through the Showers Building to the south side thereof; thence West 38.00 feet on said south side of the Showers Building; thence South 178.00 feet to the north line of an alley; thence East 150.00 feet on said north line to the east line of an alley; thence South 150.00 feet on said east line to the north right-of-way line of 7th Street; thence West 587.00 feet on said north right-of-way line to the west right-of-way line of Rogers Street; thence North 336.00 feet on said west right-of-way line to the north right-of-way line of 8th Street; thence East 17.00 feet on said north right-of-way line to the west right-of-way line of Rogers Street; thence North 188.00 feet on said west right-of-way line; thence West 333 feet to the west right-of-way line of Jackson Street; thence North 93 feet on said west right-of-way line to the southerly right-of-way line of 9th Street; thence West 118 feet on said south right-of-way line; thence North 219 feet; thence West 254 feet to the west right-of-way line of Fairview Street; thence North 243 feet on said west right-of-way line to the south right-of-way line of 10th Street; thence West 201 feet on said south right-of-way line; thence North 380 feet to the northerly right-of-way line of the aforementioned Indiana Rail Road; thence in a northeasterly and easterly direction along said northerly right-of-way line 2100 feet to the POINT OF BEGINNING; said described tract containing 66 acres, more or less.

This deed description was prepared in the office without benefit of a field survey or examination of adjoining deeds.

The survey work shown hereon was performed either by me or under my direct supervision and control and to the best of my knowledge and belief was performed according to the survey requirements in 865 IAC 1-12-1 to 19.

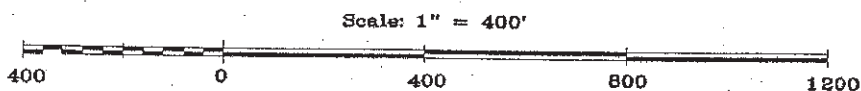


Jess A. Gwinn, RLS #9300019
RR #1, Box 285
Solsberry, IN 47459
812/876-7111
Revised December 31, 2004



Bloomington Certified Technology Park

City of Bloomington
Engineering Department



January 04, 2004

For use as map information only, information is NOT warranted.



Geographic Information System

Tblmctplp

Exhibit B

Financial commitments as part of the development of the Certified Technology Park.

City of Bloomington

The City of Bloomington has committed approximately \$7.6 million in funding (including \$5.4 million in Federal Transportation Enhancement funds) for the acquisition and conversion of the CSX rail corridor (which runs through the heart of the certified technology park) into an urban bicycle and pedestrian trail that will provide recreation as well as alternative transportation between residential neighborhoods and downtown employment centers.

The City of Bloomington has committed \$10,000 to the Small Business Development Center for costs associated with developing a multi-media conference center in inVenture, Bloomington's technology incubator and for operating costs associated with inVenture.

The City of Bloomington has committed \$50,000 to the Bloomington Economic Development Corporation for costs associated with implementing the Bloomington Life Sciences Partnership 2005 Strategic Plan. The Bloomington Life Sciences Partnership is working with public and private entities to create opportunities for life sciences business formation, growth, and expansion. The partnership is currently assisting a life sciences company in obtaining laboratory and office space in the certified technology park.

The City of Bloomington has committed \$7,500 to the Franklin Initiative to establish a life science education and community-wide workforce development strategy.

Indiana University

Indiana University provides an in-kind contribution to the Small Business Development Center and inVenture valued at \$50,000 annually. Additionally, Indiana University has made several one-time contributions totaling \$26,000 for a miscellaneous equipment and infrastructure currently available to inVenture tenants and Small Business Development Center staff.

Exhibit C

A listing of the proposed public facilities to be developed for the Technology Park

The City of Bloomington has submitted a purchase proposal to CSX Transportation, Inc. for the acquisition of the CSX rail corridor as part of comprehensive project to convert the rail corridor into an urban bicycle and pedestrian trail. The rail corridor bisects the certified technology park and the trail will be a central spoke of Bloomington's Alternative Transportation and Greenways Plan, providing links between residential neighborhoods and downtown employment centers.

The City of Bloomington has already committed approximately \$2.2 million in funding for this project, excluding a \$5.4 million Transportation Enhancement Grant from the Federal Highway Administration and the Indiana Department of Transportation for acquisition and construction of the urban trail. The total cost of the project is estimated to be approximately \$7.6 million.

In addition to the urban trail, the City of Bloomington is also discussing the possibility of redeveloping existing facilities to house an expanded incubator as well as laboratories and offices for life science and technology companies. Preliminary discussions have also taken place regarding the development of a parking facility to serve employment in the technology park.

25-34
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON

APPROVAL OF THE FIRST AMENDMENT TO THE PARTNERSHIP AGREEMENT
WITH THE DIMENSION MILL, INC.

WHEREAS, the City of Bloomington ("City") created the Trades District, a 12-acre portion of the Bloomington Certified Technology Park that is owned by the Redevelopment Commission ("Commission"); and

WHEREAS, the Trades District is envisaged as a place of innovation, business attraction and job creation and a catalyst to support high technology sector growth; and

WHEREAS, the City and Commission, together with the Bloomington Economic Development Corporation, were awarded a \$3.SM grant from the US Economic Development Administration (US EDA) to construct the Trades District Technology Center ("Tech Center"); and

WHEREAS, The Dimension Mill, Inc. ("The Dimension Mill") is a nonprofit corporation operating within the Trades District with a mission, *inter alia*, to promote and facilitate entrepreneurship, including high technology start-ups and related industries; and

WHEREAS, in 2018 the City and Commission entered an agreement with The Dimension Mill to operate and manage "The Mill," Bloomington's center for co-working and entrepreneurship, located in The Trades District; and

WHEREAS, the Commission desires to promote the Trades District and ensure appropriate management of the creation of the Tech Center on behalf of the grant applicants; and

WHEREAS, on January 23, 2023 by Resolution # 23-05, RDC approved a two-year partnership agreement with The Dimension Mill, Inc. ("Partnership Agreement"), under which The Dimension Mill will lead and manage the development and construction of the Tech Center and the development of the Trades District (**EXHIBIT B**); and

WHEREAS, the Partnership Agreement is renewable by mutual agreement of the parties; and

WHEREAS, the Partnership Agreement provided that the Commission provided Two Hundred Thousand Dollars (\$200,000) for each of two (2) years (2023–2024) to advance the City's objectives for the Tech Center, Trades District and Bloomington's innovation ecosystem; and

WHEREAS, the Commission now seeks to extend the partnership agreement between The City and the Dimension Mill for an additional four years with a new expiration date of December 31, 2028; and

WHEREAS, the Commission has available funds in the CTP Fund and other available funds as needed, to pay for its obligations under the Partnership Agreement.

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

1. The Redevelopment Commission finds that the use of CTP funds in a manner permitted by Indiana Code § 36-7-32-23 to support the Tech Center and Trades District as described in the Partnership Agreement is an appropriate use of such funds.
2. The Redevelopment Commission approves this First Amendment to the Partnership Agreement **(EXHIBIT A)**, and authorizes Deborah Myerson to sign the agreement on its behalf.
3. The Redevelopment Commission authorizes the expenditures in an amount up to Two Hundred Thousand Five Hundred and 00/100 Dollars (\$250,000) for each of the four years added by this First Amendment (2025, 2026, 2027, 2028) from either the CTP Fund or the Redevelopment Commission Fund as needed if CTP Fund resources are insufficient, to be used by The Dimension Mill to advance the objectives of the Partnership Agreement.
4. The funding authorizations contained in this Resolution shall terminate on December 31, 2028, unless otherwise extended by the Commission.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

DATE:

**FIRST AMENDMENT TO THE PARTNERSHIP AGREEMENT
WITH DIMENSION MILL, INC.**

WHEREAS, the City of Bloomington ("City") created the Trades District, a 12-acre portion of the Bloomington Certified Technology Park that is owned by the Redevelopment Commission ("Commission"); and

WHEREAS, the Trades District is envisaged as a place of innovation, business attraction and job creation and a catalyst to support high technology sector growth; and

WHEREAS, The Dimension Mill, Inc. ("The Dimension Mill") is a nonprofit corporation operating within the Trades District with a mission, *inter alia*, to promote and facilitate entrepreneurship, including high technology start-ups and related industries; and

WHEREAS, in 2018 the City and Commission entered an agreement with The Dimension Mill to operate and manage "The Mill," Bloomington's center for co-working and entrepreneurship, located in the Trades District; and

WHEREAS, the Commission desires to promote the Trades District and ensure appropriate management of the creation of the Tech Center on behalf of the grant applicants; and

WHEREAS, on or around January 27, 2023, by Resolution 23-05, the RDC approved a three-year partnership agreement with The Dimension Mill, Inc. ("Partnership Agreement"), under which The Dimension Mill will lead and manage the development and construction of the Tech Center and the development of the Trades District; and

WHEREAS, the Partnership Agreement provided that the Bloomington Redevelopment Commission provide Two Hundred Thousand Dollars (\$200,000) for each of two (2) years (2023-2024) to advance the City's objectives for the Tech Center, Trades District and Bloomington's innovation ecosystem; and

WHEREAS, the Commission now seeks to extend the partnership agreement between The City and the Dimension Mill for an additional four years with a new expiration date of December 31, 2028; and

WHEREAS, the Commission shall provide an additional \$250,000/annually for those four years with available funds in the CTP Fund and other available funds as needed.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions in this Agreement, the City, RDC, and The Mills agree to the following amendments to the Partnership Agreement:

1. **Section 2. Duration of Agreement** is amended to read:

“This agreement shall be in full force and effect from and after the Effective Date through December 31, 2028 ~~December 31, 2025~~, unless early termination occurs as described in paragraph 9 below or it is otherwise extended by mutual agreement of the Parties.”

2. Section 3. Funding is amended to read:

“The City shall provide The Mill with Two Hundred Thousand Dollars (\$200,000) annually to support the purpose of this Agreement for the first two (2) years of the Agreement. Through this First Amendment, the City shall provide The Mill with Two Hundred Thousand Five Hundred Dollars (\$250,000) annually for years 3, 4, 5, and 6 (2025, 2026, 2027 and 2028) of the Agreement, and may fund this Agreement in the final year by mutual agreement of the Parties. These funds shall be paid to The Mill by the City in quarterly payments commencing as of the Effective Date of this Agreement and will increase to \$250,000/annually on January 1, 2026 and for two (2) subsequent years.”

In all other respects, the rest and remainder of the Agreement shall remain unchanged and in full force and effect as originally executed.

City of Bloomington, Indiana

BY: _____
Kerry Thomson, Mayor

DATE: _____

Redevelopment Commission of Bloomington, Indiana

BY: _____
Deborah Myerson, President

DATE:

The Dimension Mill, Inc.

DATE:

23-05
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON

APPROVAL OF PARTNERSHIP AGREEMENT WITH DIMENSION MILL, INC.

WHEREAS, the City of Bloomington ("City") created the Trades District, a 12-acre portion of the Bloomington Certified Technology Park that is owned by the Redevelopment Commission ("Commission"); and

WHEREAS, the Trades District is envisaged as a place of innovation, business attraction and job creation and a catalyst to support high technology sector growth; and

WHEREAS, the City and Commission, together with the Bloomington Economic Development Corporation, were awarded a \$3.5M grant from the US Economic Development Administration (US EDA) to construct the Trades District Technology Center ("Tech Center"); and

WHEREAS, the Trades District Technology Center, Inc. was created as an Indiana Nonprofit Corporation for the purpose of managing the Tech Center; and,

WHEREAS, the Tech Center's purpose includes growing industries and fostering emerging startups that are engaged in "high technology activity," as that term is defined in Indiana Code 36-7-32-7; and

WHEREAS, there is an identified need to develop the local innovation ecosystem, beyond the Tech Center building, and advance the development of the Trades District for innovation, with a focus on high technology activity; and,

WHEREAS, The Dimension Mill, Inc. ("The Dimension Mill") is a nonprofit corporation operating within the Trades District with a mission, *inter alia*, to promote and facilitate entrepreneurship, including high technology start-ups and related industries; and

WHEREAS, in 2018 the City and Commission entered an agreement with The Dimension Mill to operate and manage "The Mill," Bloomington's center for coworking and entrepreneurship, located in The Trades District; and

WHEREAS, the Commission desires to promote the Trades District and ensure appropriate management of the creation of the Tech Center on behalf of the grant applicants; and

WHEREAS, in furtherance of these goals, the Commission has previously contracted with Axis Architecture + Design for the architectural services necessary to design the Tech Center based on the building program that was prepared—at the direction of the Commission—by the City and Bloomington Economic Development Corporation; and

WHEREAS, the Commission wishes to ensure that the Tech Center is ready to be activated once construction is complete, and requires dedicated resources to accomplish that activation; and

WHEREAS, a new three-year partnership agreement has been negotiated with The Dimension Mill, Inc ("Partnership Agreement"), under which The Dimension Mill will lead and manage the development and construction of the Tech Center and the development of the Trades District, and is attached to this Resolution as Exhibit A; and

WHEREAS, the Partnership Agreement will enable the transfer of responsibility, in compliance with applicable EDA requirements, for managing the Tech Center from the Trades District Technology Center, Inc. to the Dimension Mill; and

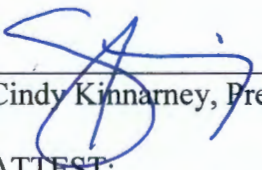
WHEREAS, the Partnership Agreement provides that the Commission shall provide up to Two Hundred Thousand Dollars (\$200,000) for each of two (2) years to advance the City's objectives for the Tech Center, Trades District and Bloomington's innovation ecosystem; and

WHEREAS, the Commission has available funds in the CTP Fund and other available funds as needed, to pay for its obligations under the Partnership Agreement.

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

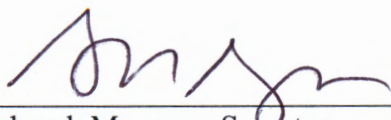
1. The Redevelopment Commission finds that the use of CTP funds in a manner permitted by Indiana Code § 36-7-32-23 to support the Tech Center and Trades District as described in the Partnership Agreement is an appropriate use of the such funds.
2. The Redevelopment Commission approves the Partnership Agreement, and authorizes Cindy Kinnarney to sign the agreement on its behalf.
3. The Redevelopment Commission authorizes the expenditures in an amount up to Two Hundred Thousand Dollars (\$200,000) in 2023 from the CTP Fund, and up to Two Hundred Thousand Dollars (\$200,000) in 2024 from either the CTP Fund or the Redevelopment Commission Fund as needed if CTP Fund resources are insufficient, to be used by The Dimension Mill to advance the objectives of the Partnership Agreement.
4. The funding authorizations contained in this Resolution shall terminate on December 31, 2025, unless otherwise extended by the Commission.

BLOOMINGTON REDEVELOPMENT COMMISSION



Cindy Kinnarney, President

ATTEST:



Deborah Myerson, Secretary

1/23/2023

Date

EXHIBIT A

TRADES DISTRICT & TECHNOLOGY CENTER AGREEMENT

This Agreement made and entered into by and between the City of Bloomington, Indiana ("City") by its Mayor, the Redevelopment Commission ("RDC") and the Dimension Mill, Inc., an Indiana nonprofit corporation ("The Mill"), collectively referred to as "the Parties". This Agreement is effective as of the date of the last signature ("Effective Date").

WITNESSETH:

WHEREAS, the Trades District is a 12-acre portion of the Bloomington Certified Technology Park that is owned by the RDC; and

WHEREAS, the Trades District is envisaged as a place of innovation, business attraction and job creation and a catalyst to support high technology sector growth; and

WHEREAS, the City and RDC were awarded a \$3.5M grant from the US Economic Development Administration (US EDA) to construct the Trades District Technology Center ("Tech Center"); and

WHEREAS, the Trades District Technology Center, Inc. was created as an Indiana Nonprofit Corporation for the purpose of managing the Tech Center; and,

WHEREAS, the Tech Center's purpose includes growing industries and fostering emerging startups that are engaged in "high technology activity," as that term is defined in Indiana Code 36-7-32-7; and

WHEREAS, there is an identified need to develop the local innovation ecosystem, beyond the Tech Center building, and advance the development of the Trades District for innovation, with a focus on high technology activity; and,

WHEREAS, The Mill is a nonprofit corporation operating within the Trades District with a mission, *inter alia*, to promote and facilitate entrepreneurship, including high technology startups and related industries, and will partner with the City and RDC to promote the Trades District and oversee the creation of the Tech Center on behalf of the grant applicants;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions in this Agreement, the City, RDC, and The Mill agree as follows:

1. Purpose of Agreement

The purpose of this Agreement is to establish an operating plan to support the success of the Trades District, the Tech Center and the growth of the Greater Bloomington high technology and innovation employment sector by engaging The Mill to deploy resources including as

contributed herein and its expertise to oversee completion of the Tech Center facility; to recruit users and occupants of the Tech Center facility; to conduct and facilitate programs complementary to the mission of the Tech Center and Trades District, as a whole; and to assume leadership and operational responsibility for the development of the Trades District. Upon completion of the Tech Center facility, the Parties anticipate this Agreement will be replaced, in whole, by a Trades District Management Agreement, detailing The Mill's continued leadership to promote and support the Tech Center and Trades District.

2. Duration of Agreement

This Agreement shall be in full force and effect from and after the Effective Date through December 31, 2025, unless early termination occurs as described in paragraph 9 below or it is otherwise extended by mutual agreement of the Parties.

3. Funding

The City shall provide The Mill with Two Hundred Thousand Dollars (\$200,000) annually to support the purpose of this Agreement for the first two (2) years of the Agreement and may fund this Agreement in the final year by mutual agreement of the Parties. These funds shall be paid to The Mill by the City in quarterly payments commencing as of the Effective Date of this Agreement.

4. Mill Duties

The Mill's duties under this Agreement shall include the following:

A. Tech Center Facility

The funds granted by the US EDA to construct a facility shall be managed and accounted for directly by the City. The Mill shall lead development of the Tech Center by taking the following steps which are necessary and incidental to completing the design and construction of the Tech Center, utilizing architecture services provided by STUDIOAXIS and construction management services provided by STUDIOAXIS or another entity:

i. Design and Development Coordination.

1. Collaborate with the local design review group made up of local stakeholders to provide input and feedback throughout design, cost analysis, and construction of the Tech Center.
2. Coordinate throughout the construction project with BEDC, the RDC, STUDIOAXIS, any entity besides STUDIOAXIS involved with construction management, and appropriate local stakeholders.
3. Liaise with the City, BEDC, and USED A throughout the Tech Center construction to ensure timely information sharing and facilitate necessary compliance reporting.

4. Collaborate with the City and RDC, if necessary, to identify and help develop resources and funding for the Tech Center to help address a potential funding gap for construction costs if USED A grant funding and other available City funding are insufficient to fully cover such costs. The Mill shall not be responsible for direct costs associated with the design, development, and construction of the Tech Center facility.

ii. Tech Center Operations

By no later than completion of construction, The Mill shall produce a plan to activate the Tech Center developed in collaboration with key stakeholders, as determined appropriate by The Mill (e.g. brokers, business development and educational partners). The plan shall include but not be limited to the following:

1. Naming, branding and marketing the Tech Center
2. Determining and recruiting tenancies, including defined tenant mix, rental terms, conditions of facility use and related matters
3. Developing complementary programming for participants and users of the Tech Center

iii. Facility Management Responsibilities.

Upon execution of a Trades District Management Agreement with the RDC, as discussed in Section 8 below, The Mill shall have the exclusive authority to operate and manage the Tech Center, consistent with the terms of the Trades District Management Agreement and EDA grant. Such operation and management shall include the following:

1. Developing: (1) a business plan and annualized budget, and (2) a proforma for ongoing operations of the Tech Center once those calculations may be reasonably determined.
2. Attracting high technology and innovation sector employer tenants for the Tech Center. The Mill will coordinate these efforts with the City, RDC, BEDC and relevant stakeholders.
3. Retaining lease payments for Trades Center tenancies as part of the Tech Center budget and using them to pay operating expenses associated with Tech Center operations.
4. Conducting and facilitating Tech Center programming that supports this Agreement's purpose.

B. Trades District

The Mill will assume primary responsibility for leading and managing advancement of the Trades District consistent with the City's Comprehensive Plan, UDO and its Certified Technology Park Master Plan, all to encourage and promote public and private investment, job creation and high technology business development and expansion opportunities. The Mill's leadership and management duties shall include but not be limited to the following:

1. Commencing upon execution of this agreement, assuming responsibility for leading the development of the Trades District properties, including potential development opportunities under review. The City shall deliver to The Mill necessary materials and communications related to such proposals;
2. Developing a plan for marketing, promoting, and recruiting participation and development in the Trades District as soon as practicable but no later than December 31, 2023 ("Plan"); and
3. Implementing said plan in close collaboration with key stakeholders

The Parties agree and understand that final decision-making and control of the development of parcels within the Trades District is vested in the RDC as owner of the property and in the City through its zoning and related regulatory powers.

5. Innovation Ecosystem Development

The Mill shall include in its Plan for advancing the Trades District required under Section 4(B) above, a roadmap, including key milestones and deliverables schedule, for developing the local innovation ecosystem and accelerating the success of the Bloomington Metro Area's high technology and innovation economic sector. The Plan will include steps to build collaborations and further partnerships with the City, BEDC, Indiana University, private sector leaders and other key stakeholders.

6. Executive Leadership

The Mill shall employ, at its sole cost and expense, an appropriately qualified and experienced executive director for the Trades District and Tech Center. The Mill shall employ at its sole cost and expense such and other personnel as necessary, in its sole opinion, to successfully execute its obligations included in this Agreement.

7. Reporting and performance indicators

A. The Mill shall provide the City a written annual report, due July 1, and an update to the July 1, 2025 report due December 31, 2025, on its activities and results achieved under this Agreement, using the following topics and metrics as a guideline for reporting:

- i. Implementation of the Plan
- ii. Tech Center occupancy rate for leasable space
- iii. Progress toward financial stabilization goal for Tech Center activities
- iv. Annual Trades District lot sales and related revenue
- v. Development activity within the Trades District, including, but limited to scale of new buildings, uses, net new jobs, capital investment
- vi. Percent of Tech Center and Trades District occupancies comprising innovation/technology entities
- vii. Economic impact

B. The Mill shall provide the City and RDC reports and other data reasonably requested and necessary for the City to complete and remit its required reports under the EDA grant agreement.

8. Tech Center Ownership and Management

The RDC shall retain ownership of the Tech Center. Prior to the completion of Tech Center construction, the City and The Mill shall negotiate a mutually acceptable Trades District Management Agreement, subject to final approval by the RDC.

9. Termination

The City may terminate this Agreement upon giving written notice of the intention to do so six (6) months prior to the intended date of termination. The Mill may terminate this Agreement following a determination by its Board to terminate and by giving written notice of the intention to terminate six (6) months prior to the intended date of termination. If The Mill and the City's contractual relationship is terminated for any reason during the term of a lease agreement that The Mill has with a tenant for the Tech Center, the City will honor the remaining term of such lease and receive a copy of such lease agreement. During the period of notice of termination, the Parties will work together in good faith to complete financial and other reports necessary and incidental to account for the partnership efforts up to the point of termination and other related topics to wind-up the contractual relationship.

Upon termination, subject to limitation by applicable law or regulation expressly including those governing non-profit entities, the City through the RDC shall have the first right of refusal to purchase any The Mill-owned and funded non-fixed assets located as a part of the Tech Center for the depreciated net value or a price mutually agreed upon by the Parties.

GENERAL PROVISIONS

10. Assignment and Binding Effect. This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective successors and assigns. The Mill may not assign this Agreement, or its obligations and duties hereunder, without the prior written approval of the City, which shall not be unreasonably delayed or withheld.

11. Default. If there is a default arising from this Agreement, the Parties will attempt to informally resolve the matter in dispute before resorting to litigation.

12. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create any partnership, joint venture or other association between the Parties.

13. Notices. All notices shall be sent by either personal delivery, a reputable overnight courier which keeps receipts of delivery (such as UPS or Federal Express), or through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested.

Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, and seventy-two (72) hours after dispatch, if mailed in accordance with the above. Notices to the respective parties shall be sent to the following addresses unless written notice of a change of address has been previously given pursuant hereto:

If to The Mill:	Dimension Mill, Inc. Attn: Pat East, President 642 North Morton Street Bloomington, IN 47404
Copy to	Angela F. Parker CarminParker, PC 116 West 6 th Street, Suite 200 Bloomington, IN 47404
If to the RDC/City:	City of Bloomington Redevelopment Commission Attn: Beth Cate City of Bloomington Legal Department P.O. Box 100 Bloomington, IN 47402

14. Consents. Whenever a party is, or may be, called upon to give its consent or approval to any action, except as otherwise specifically provided herein, the consent or approval shall not be unreasonably withheld, conditioned, or delayed.

15. Entire Agreement; Modification. This Agreement (including the Recitals set forth at the beginning of this Agreement, all of which are incorporated herein by this reference) embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

16. Applicable Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. The Monroe Circuit Court sitting in Bloomington, Indiana shall retain original jurisdiction to resolve any legal dispute between the Parties.

17. Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

18. Interpretation. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa, and the use

of the terms "include," "includes" and "including" shall be without limitation to the items which follow.

19. Severability. In case any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. Joint Drafting. The parties acknowledge that each has played an equal part in the negotiation and drafting of this Agreement, and in the event any ambiguities should be realized in the construction or interpretation of this Agreement, such ambiguities shall not be construed against either party solely on account of authorship.

21. Time is of the Essence. The parties acknowledge that time is of the essence in the performance of this Agreement.

22. Nondiscrimination. The Mill shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment. The Mill shall take affirmative action to insure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon religion, race, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, housing status, or status as a veteran. A breach of the obligation to take affirmative action shall be a material breach of this Agreement for which the City shall be entitled, at its option (a) to cancel, terminate, or suspend the Agreement in whole or in part; (b) to declare The Mill ineligible for further city contracts; (c) to recover liquidated damages of a specified sum.

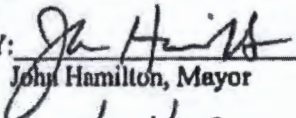
23. E-Verify. The Mill and any subcontractors may not knowingly employ or contract with an authorized alien, or retain an employee or contract with a person that The Mill subsequently learns is an unauthorized alien. The Mill is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program (this is not required if the E-Verify program no longer exists). The Mill shall sign an affidavit, attached as Exhibit 1, affirming that it does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

The Mill shall require any subcontractors performing work under this Agreement to certify to The Mill 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. The Mill shall maintain on file all subcontractors' certifications throughout the term of this Agreement.

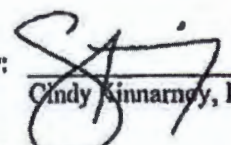
24. Non-Collusion. The Mill is required to certify that it has not, nor has any member, representative, or agent of The Mill, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. The Mill shall sign an affidavit, attached hereto as Exhibit 2, affirming that The Mill has not engaged in any collusive conduct.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the last date of signature below.

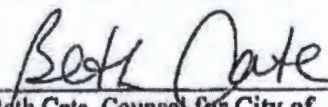
City of Bloomington, Indiana

BY: 
John Hamilton, Mayor
Date: 1/27/23

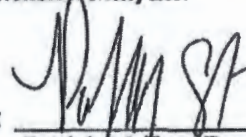
Redevelopment Commission of
Bloomington, Indiana

By: 
Cindy Kinnarnoy, President
Date: _____

APPROVED AS TO FORM:


Beth Cate, Counsel for City of
Bloomington and Redevelopment Commission
Date: 1/23/23

Dimension Mill, Inc.

By: 
Patrick M. East, Executive Director
Date: 1-27-23

APPROVED AS TO FORM:

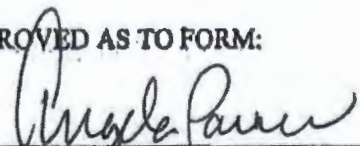
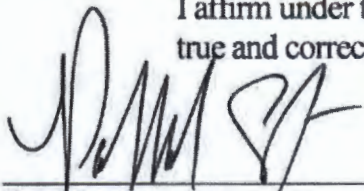

Angela F. Parker, Counsel for
Dimension Mill, Inc.
Date: Jan 27, 2023

EXHIBIT 1
AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Executive Director of Dimension Mill, Inc. ("Company")
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 his 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 knowledge and belief, the Company named herein is enrolled in and participates in the E-verify program.

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.

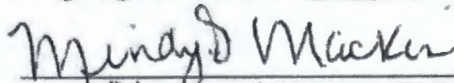


Patrick M. East

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public, in and for said County and State, personally appeared Patrick M. East and acknowledged the execution of the foregoing Affidavit this 27th day of January, 2023.

My Commission Expires
3/21/2030



Mindy S. Mackin Notary Public

County of Residence:
Morgan

Commission Number: NP0651563



EXHIBIT 2

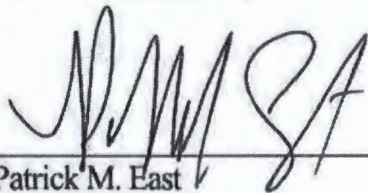
AFFIDAVIT REGARDING NON-COLLUSION

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

Patrick M. East has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by Dimension Mill, Inc., 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.

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 27th day of January, 2023.

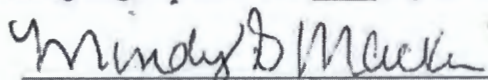

Patrick M. East

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public, in and for said County and State, personally appeared Patrick M. East and acknowledged the execution of the foregoing Affidavit this 27th day of January, 2023.

My Commission Expires
3/21/2030

County of Residence:
Morgan


Mindy S Mackin, Notary Public

Commission Number: NP 0651563

