

AGENDA
REDEVELOPMENT COMMISSION
March 3, 2025, at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

<https://bloomington.zoom.us/j/83547981503?pwd=VS6507GC34taWnvxFcqtrIM3ARmGEJ.1>

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

I. ROLL CALL

II. READING OF THE MINUTES –February 18, 2025

III. EXAMINATION OF CLAIM REGISTERS –February 28, 2025, for \$777,917.11

IV. EXAMINATION OF PAYROLL REGISTERS –February 21, for \$51,694.83

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 25-34:** Approval of the First Amendment to the Partnership Agreement with Dimension Mill, Inc.
- B. **Resolution 25-35:** Approval of Right of Entry Agreement for Trade District Garage
- C. **Resolution 25-36:** Approval of Temporary Parking Agreement at Hopewell Development
- D. **Resolution 25-37:** Approval of Lease at The Forge with Bloom

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 18, 2025, at 5:00 p.m. in the Council Chambers, 401 North Morton Street,
Room 115, and via Zoom, with President Deborah Myerson presiding:
<https://catstv.net/m.php?q=14221>

I. ROLL CALL

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

Commissioners Absent: None

City Staff Present: Anna Killion-Hanson, Director, Housing & Neighborhood Development (HAND); Christina Finley, Assistant Director, HAND; Tammy Caswell, Financial Specialist, HAND; Margie Rice, Corporation Counsel, Legal Department; Anna Lamberti Holmes, Assistant City Attorney, Legal Department; Jane Kupersmith, Director, Economic & Sustainable Development (ESD); Anna Dragovich, Capital Projects Manager, ESD; Tim Street, Director, Parks and Recreations

Others Present: John Fernandez, Senior Vice-President, The Mill; Mary Krupinski, J.S. Held

II. READING OF THE MINUTES: Randy Cassady moved to approve the February 3, 2025 minutes. Sue Sgambelluri seconded the motion, which passed unanimously via roll-call vote.

III. EXAMINATION OF CLAIM REGISTERS: John West moved to approve the claim register for February 14, 2025, for \$123,747.72. Sue Sgambelluri seconded the motion, which passed unanimously via roll-call vote.

IV. EXAMINATION OF PAYROLL REGISTERS: Sue Sgambelluri moved to approve the February 7, 2025, payroll register for \$51,383.54. Randy Cassady seconded the motion, which passed unanimously via roll-call vote.

V. REPORT OF OFFICERS AND COMMITTEES

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

B. Treasurer's Report: City staff was available to answer questions.

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

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

E. Hopewell Update: Mary Krupinski reported that they received five responses for Hopewell East. She would like to present the responses to the commission during the executive session scheduled for March 3, 2025, at 3:30 PM.

VI. NEW BUSINESS

A. Resolution 25-31: Approval of Quickclaim Deeds to Consolidate Switchyard Park Parcel Ownership. Tim Street asked for approval of two quitclaim deeds for parcels 53-08-08-100-070.000-009 and 53-08-09-200-045.000-00. The City must record environmental restrictive covenants on specific parcels to satisfy the closeout requirement for the Indiana Department of Environmental Management, consolidating the ownership of these parcels to the Board of Park Commissioners will ease the recording of the covenants and future management of Switchyard Park.

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

Sue Sgambelluri moved to approve Resolution 25-31. John West seconded the motion, which passed unanimously via roll-call vote.

B. Resolution 25-32: Approval of Transfer of Management of Hopewell Common to the City of Bloomington Board of Park Commissioners. Tim Street stated that Resolution 25-32 authorizes the City of Bloomington Board of Park Commissioners to 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. This resolution also authorizes the City of Bloomington Board of Park Commissioners to 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.

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

John West moved to approve Resolution 25-32. Sue Sgambelluri seconded the motion, which passed unanimously via roll-call vote.

Resolution 25-33: Approval of the First Amendment to the Certified Technology Park (CTP) Agreement with IDEC. Jane Kupersmith stated that the agreement originated in 2005, establishing and funding the CTP. In 2015 the State placed a \$5 million lifetime cap on the funding. Kupersmith said we have reached the lifetime cap. Those funds were primarily used for the renovation of the Dimension Mill. The State of Indiana seeks to amend the original 2005 agreement through this first amendment by extending the CTP authorization to June 30, 2027, and to provide \$250,000 annually through the end of the program extension.

The commissioners were unclear where the funding was coming from. Kupersmith explained that it is not local funding; it is State funding. City staff answered questions from the commissioners.

CORRECTION: CTP FUNDS ARE A STATE-MANAGED, INCREMENTAL TAX FINANCING FUND. THE FUNDS ARE DERIVED INITIALLY FROM PROPERTY TAX INCREMENT, BUT AFTER THE \$5 MILLION THRESHOLD IS REACHED, THE FUND IS CAPPED AT \$250,000 ANNUALLY OF INCREMENTAL INCOME AND SALES TAX GENERATED IN THE CTP.

John West suggested strengthening the language in the resolution, item 2. The last sentence says, "The Redevelopment Commission authorizes the expenditures" John West proposed revising the language to "commits additional funding only if provided by IDEC." Margie Rice suggested the following language:

The RDCs approval is made contingent upon the funding being made available through either gross sales tax or other outside funding and that the RDC is specifically not committing tax increment funding or other local funding as a source of the funding.

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

Laurie McRobbie moved to approve Resolution 25-33 with the amended language suggested by Margie Rice. John West seconded the motion, which passed unanimously via roll-call vote.

C. Resolution 25-34: Approval of the First Amendment to the Partnership Agreement with the Dimension Mill, Inc. Jane Kupersmith presented Resolution 25-34, proposing an extension of the City's partnership with the Mill. In 2023, under Resolution 23-05, the City expanded its relationship with the Mill to include management of the Trades District. This expansion was necessary due to the City's limited staff capacity. The partnership agreement was established with an option to extend for an additional year upon mutual agreement.

Resolution 25-34 proposes an extension of the initial two-year term and formalizes an annual funding commitment of \$250,000 through the end of 2028. The primary funding source for this agreement is the Certified Technology Park (CTP) fund.

During the discussion, John Fernandez requested an amendment to correct a typo in where the last sentence should read "January 1, 2025." Additionally, John West noted a correction in the third "WHEREAS" clause, where "\$3.SM" should be corrected to "\$3.5M." After further discussion, additional amendments were requested related to the timing of the agreement and identified funding sources. Due to the number of amendments, it was suggested that Resolution 25-34 be postponed until the next meeting.

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

John West moved to postpone Resolution 25-34 until the next meeting. Randy Cassady seconded the motion, which passed unanimously via roll-call vote.

VII. BUSINESS/GENERAL DISCUSSION –

VIII. ADJOURNMENT –John West moved to adjourn. Laurie McRobbie seconded. The meeting adjourned at 5:50 p.m.

Deborah Myerson, President

John West, Secretary

Date: _____

**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 (Lot 2) and 53-08-05-200-118.000-009 (Lot 6) 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 (Lot 7C), until they are directed by the RDC that this parcel must be vacated.

Parcels 53-08-05-100-119.000-009 (Lot 2) and 53-08-05-200-118.000-009 (Lot 6), 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



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: 02-28-2025 (\$777,917.11)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 02-15-2025 to 02-28-2025. 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 02-15-2025 to 02-28-2025, 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 02/15/25 - 02/28/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 15 - HAND										
Program 151000 - Neighborhood										
Account 53960 - Grants										
9697 - Jane Henderson	R101-MAXIE	15-Rent Deposit-1015 N Rogers St - Maxie	Paid by Check # 79766		02/18/2025	02/18/2025	02/28/2025		02/28/2025	500.00
6845 - Union at Crescent, LP	R101-CARR	15-Rent Deposi-1100 N Crescent - Carr, Sr	Paid by EFT # 64312		02/18/2025	02/18/2025	02/28/2025		02/28/2025	350.00
Account 53960 - Grants Totals							Invoice Transactions	2		<u>\$850.00</u>
Program 151000 - Neighborhood Totals							Invoice Transactions	2		<u>\$850.00</u>
Program 151600 - Title 16										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	16FG-DHWC-4P7N	15-Coat rack for R. Davis, Wireless mouse for Chastina	Paid by EFT # 64126		02/18/2025	02/18/2025	02/28/2025		02/28/2025	25.88
6530 - Office Depot, INC	405351208001	15-Portfolio folders for staff	Paid by EFT # 64254		02/18/2025	02/18/2025	02/28/2025		02/28/2025	15.33
6530 - Office Depot, INC	401600468001	15-Pen refill	Paid by EFT # 64254		02/18/2025	02/18/2025	02/28/2025		02/28/2025	5.99
6530 - Office Depot, INC	401600341001	15-Pens for E. Wright	Paid by EFT # 64254		02/18/2025	02/18/2025	02/28/2025		02/28/2025	11.71
6530 - Office Depot, INC	408914880001	15-Pens,, Post-its, Index tabs, Envelope clasp	Paid by EFT # 64254		02/18/2025	02/18/2025	02/28/2025		02/28/2025	84.28
Account 52110 - Office Supplies Totals							Invoice Transactions	5		<u>\$143.19</u>
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006922177A	15-Title 16--Public Hearing on 1/21/25	Paid by EFT # 64189		02/18/2025	02/18/2025	02/28/2025		02/28/2025	64.00
Account 53320 - Advertising Totals							Invoice Transactions	1		<u>\$64.00</u>
Account 53910 - Dues and Subscriptions										
9397 - Crossing At Pete Ellis, LLC	R101-Wilson	15-Rent Deposit-238 N Smith Road - Wilson	Paid by EFT # 64166		02/18/2025	02/18/2025	02/28/2025		02/28/2025	500.00
1235 - Monroe County Apartment Association	3767	15-2025 MCAA Annual Membership	Paid by Check # 79773		02/18/2025	02/18/2025	02/28/2025		02/28/2025	250.00
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions	2		<u>\$750.00</u>
Program 151600 - Title 16 Totals							Invoice Transactions	8		<u>\$957.19</u>
Department 15 - HAND Totals							Invoice Transactions	10		<u>\$1,807.19</u>
Fund 1101 - General Totals							Invoice Transactions	10		<u>\$1,807.19</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2403 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006922177	15-Public Notice-Intent to Request Release of Funds Bike Pods	Paid by EFT # 569		02/18/2025	02/18/2025	02/28/2025		02/28/2025	35.00
Account 53320 - Advertising Totals										<u>\$35.00</u>
Account 53960 - Grants										
6378 - ANN-KRISS, LLC	EHR-1.15.25	15-EHR-Gary Shields, LLC-1600 N. Willis, 63-sub floor-FINAL	Paid by EFT # 566		02/18/2025	02/18/2025	02/28/2025		02/28/2025	400.78
1618 - Beacon,INC (Shalom)	CDBG - 2.28.25	15-Beacon Friends Place staffing May-July 2024	Paid by EFT # 567		02/18/2025	02/18/2025	02/28/2025		02/28/2025	17,161.61
421 - Centerstone Of Indiana, INC	CDBG 2.28.25	15-Sprinkler System Repair/Replace PH 2-645 S Rogers	Paid by EFT # 568		02/18/2025	02/18/2025	02/28/2025		02/28/2025	110,550.00
74 - Life Designs, INC	CDBG - 2.28.25	15-CDBG-Housing Options Flooring Rehab	Paid by EFT # 570		02/18/2025	02/18/2025	02/28/2025		02/28/2025	49,926.00
Account 53960 - Grants Totals										<u>\$178,038.39</u>
Program 150000 - Main Totals										<u>\$178,073.39</u>
Department 15 - HAND Totals										<u>\$178,073.39</u>
Fund 2403 - CDBG Totals										<u>\$178,073.39</u>
Fund 2404 - HOME										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
686 - Habitat For Humanity of Monroe County INC	H4H-1.29.25 1963	15-Habitat New Construction-1963 S Bernard Dr-10% w/held payment	Paid by EFT # 292		02/18/2025	02/18/2025	02/28/2025		02/28/2025	54,000.00
686 - Habitat For Humanity of Monroe County INC	H4H-1.29.25 1990	15-Habitat New Construction-1990 Bernard Dr	Paid by EFT # 292		02/18/2025	02/18/2025	02/28/2025		02/28/2025	60,000.00
Account 53990 - Other Services and Charges Totals										<u>\$114,000.00</u>
Program 150000 - Main Totals										<u>\$114,000.00</u>
Department 15 - HAND Totals										<u>\$114,000.00</u>
Fund 2404 - HOME Totals										<u>\$114,000.00</u>



Board of Redevelopment Commission Claim Register

Invoice Date Range 02/15/25 - 02/28/25

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										
1663 - Citizens for Community Justice	JH24 - 2.5.25	15-JHGrant - staffing and cell phones June-Dec 2024	Paid by EFT # 64161		02/18/2025	02/18/2025	02/28/2025		02/28/2025	8,581.29
232 - Monroe County United Ministries INC	JH24-2.28.25	15-JH24 - new flooring, painting for new offices	Paid by EFT # 64244		02/18/2025	02/18/2025	02/28/2025		02/28/2025	21,000.00
Account 53960 - Grants Totals								Invoice Transactions 2		\$29,581.29
Program 050000 - Main Totals								Invoice Transactions 2		\$29,581.29
Department 05 - Common Council Totals								Invoice Transactions 2		\$29,581.29
Fund 2505 - CC Jack Hopkins NR17-42 (S0011) Totals								Invoice Transactions 2		\$29,581.29
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7414 - MAP Communications, INC (Live Voice)	000035-475-511	06-Answering Service for College Square-February 2025	Paid by Check # 79772		02/18/2025	02/18/2025	02/28/2025		02/28/2025	50.48
7402 - Nature's Way, INC	67400	06-Monthly Interior Maintenance/College Square -2/1/25	Paid by EFT # 64251		02/18/2025	02/18/2025	02/28/2025		02/28/2025	93.00
9581 - Compass Commercial Construction Group	COMPTRADE-APP 4	04-Trades Garage Buildout through 12/31/24 - App 4	Paid by EFT # 64164		02/18/2025	02/18/2025	02/28/2025		02/28/2025	146,832.00
9581 - Compass Commercial Construction Group	COMPTRADE-APP 5	04-Trades Garage Buildout through 01/31/25 - App 5	Paid by EFT # 64164		02/18/2025	02/18/2025	02/28/2025		02/28/2025	170,397.70
9642 - Anthony Drescher (Choose Premier Painting LLC)	2099	04-Repairing and Painting of Ceilings of The Mill	Paid by EFT # 64173		02/18/2025	02/18/2025	02/28/2025		02/28/2025	43,020.00
874 - Lee Supply Corporation	S101737082.001	04-Toilet Replacement at 4th St Garage Commercial area	Paid by EFT # 64227		02/18/2025	02/18/2025	02/28/2025		02/28/2025	259.03
1537 - Indiana Door & Hardware Specialties, INC	6830AA	15-Repairs to Showers West exterior North Double Door	Paid by Check # 79767		02/18/2025	02/18/2025	02/28/2025		02/28/2025	956.00
392 - Koorsen Fire & Security, INC	IN00860131	15-Annual Sprinkler System Inspection 320 W 8th St-1/29	Paid by EFT # 64225		02/18/2025	02/18/2025	02/28/2025		02/28/2025	271.00
392 - Koorsen Fire & Security, INC	IN00859853	15-Showers West-320 W. 8th St-Fire Alarm service and repair	Paid by EFT # 64225		02/18/2025	02/18/2025	02/28/2025		02/28/2025	498.95



Board of Redevelopment Commission Claim Register

Invoice Date Range 02/15/25 - 02/28/25

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										
7402 - Nature's Way, INC	67316	15-6 flowering plant rotation - Showers West-1/31/25	Paid by EFT # 64251		02/18/2025	02/18/2025	02/28/2025		02/28/2025	144.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-246265	15-Janitorial Services 5x's per week-Showers West -2/1/25	Paid by EFT # 64283		02/18/2025	02/18/2025	02/28/2025		02/28/2025	1,648.00
208 - City Of Bloomington Utilities	17199-002 0125	04-206 S. College-water/sewer bill-January 2025	Paid by Check # 79744		02/19/2025	02/19/2025	02/19/2025		02/19/2025	170.98
208 - City Of Bloomington Utilities	14660-004 0125	04-College Sq-216 S. College-water/sewer bill-January 2025	Paid by Check # 79744		02/19/2025	02/19/2025	02/19/2025		02/19/2025	149.50
208 - City Of Bloomington Utilities	4995-004 0125	15-627 N Morton Street-water/sewer bill - January 2025	Paid by Check # 79744		02/19/2025	02/19/2025	02/19/2025		02/19/2025	63.02
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887439-3020725	15-627 N Morton-gas bill 01/04/25-02/03/25	Paid by Check # 79757		02/19/2025	02/19/2025	02/19/2025		02/19/2025	95.87
208 - City Of Bloomington Utilities	35277-002 0125	15-Showers West -320 W. 8th St water/sewer - January 2025	Paid by Check # 79744		02/19/2025	02/19/2025	02/19/2025		02/19/2025	858.42
223 - Duke Energy	9101229908840 225	15-Hopewell-W 2nd St-elec chgs-01/04/25-02/04/25	Paid by Check # 79746		02/19/2025	02/19/2025	02/19/2025		02/19/2025	26.91
223 - Duke Energy	9101397672040 225	15-Showers W-320 E 8th St-elec chgs-01/03/25-02/03/25	Paid by Check # 79746		02/19/2025	02/19/2025	02/19/2025		02/19/2025	8,229.30
208 - City Of Bloomington Utilities	200981-001 0125	15-640 N Madison-water/sewer bill-January 2025	Edit		02/26/2025	02/26/2025	02/26/2025			11.21
223 - Duke Energy	9101205751660 225	15-627 N Morton-elec chgs 01/03/25-02/03/25	Edit		02/26/2025	02/26/2025	02/26/2025			140.00
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888942-5020725	15-489 W. 10th St-Unit #1-gas bill 01/04/25-02/03/25	Edit		02/26/2025	02/26/2025	02/26/2025			473.09
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888952-4020725	15-489 W. 10th St-Unit #2-gas bill 01/04/25-02/03/25	Edit		02/26/2025	02/26/2025	02/26/2025			515.15
Account 53990 - Other Services and Charges Totals							Invoice Transactions	22		\$374,903.61
Program 150000 - Main Totals							Invoice Transactions	22		\$374,903.61
Department 15 - HAND Totals							Invoice Transactions	22		\$374,903.61
Fund 2519 - RDC Totals							Invoice Transactions	22		\$374,903.61



Board of Redevelopment Commission Claim Register

Invoice Date Range 02/15/25 - 02/28/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2529 - Housing Develop (Ord16-41)(S9506)										
Department 15 - HAND										
Program 150500 - Housing										
Account 53990 - Other Services and Charges										
9321 - Avalon Community Land Trust	1500W8th-2.28.25	15-Construction Funding-1500 W. 8th St; mechanical rough in	Paid by EFT # 64131		02/18/2025	02/18/2025	02/28/2025		02/28/2025	8,000.00
7768 - Bloomington Cooperative Living Incorporated	Jan-25	15-Housing Dev Fund-410 W. Kirkwood Ave-Jan 2025 bookkeeping	Paid by EFT # 64146		02/18/2025	02/18/2025	02/28/2025		02/28/2025	1,275.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2		<div></div> \$9,275.00	
Program 150500 - Housing Totals							Invoice Transactions 2		<div></div> \$9,275.00	
Department 15 - HAND Totals							Invoice Transactions 2		<div></div> \$9,275.00	
Fund 2529 - Housing Develop (Ord16-41)(S9506) Totals							Invoice Transactions 2		<div></div> \$9,275.00	
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
8809 - U3 Advisors, INC	4028-024-013	15-Project Management-development of Hopewell - Jan 2025	Paid by EFT # 64310		02/18/2025	02/18/2025	02/28/2025		02/28/2025	20,564.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1		<div></div> \$20,564.00	
Program 159001 - Adams Crossing Area Totals							Invoice Transactions 1		<div></div> \$20,564.00	
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
7509 - Axis Architecture + Interiors, LLC	2022001-022	04-Construction Administration 10/01/24-10/31/24	Paid by EFT # 64132		02/18/2025	02/18/2025	02/28/2025		02/28/2025	5,200.55
3885 - Building Associates, INC	BLDAS-TECHCTR-14	04-Trades District Tech Center-App 14 (Inv #15029)	Paid by EFT # 64154		02/18/2025	02/18/2025	02/28/2025		02/28/2025	39,664.36
18844 - First Financial Bank, N.A.	BLDAS-TECHCTR-14	04-Trades District Tech Ctr-Bldg Assoc-App #14	Paid by Check # 79765		02/18/2025	02/18/2025	02/28/2025		02/28/2025	2,087.60
Account 53990 - Other Services and Charges Totals							Invoice Transactions 3		<div></div> \$46,952.51	
Program 159002 - Downtown Area Totals							Invoice Transactions 3		<div></div> \$46,952.51	



Board of Redevelopment Commission Claim Register

Invoice Date Range 02/15/25 - 02/28/25

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 159006 - West 17th Street Area										
Account 53990 - Other Services and Charges										
19362 - CrossRoad Engineers, PC	250162	07-B-Line Extension (CE) 12/28/24- 01/31/25	Paid by EFT # 64167		02/18/2025	02/18/2025	02/28/2025		02/28/2025	2,760.12
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$2,760.12
Program 159006 - West 17th Street Area Totals							Invoice Transactions	1		\$2,760.12
Department 15 - HAND Totals							Invoice Transactions	5		\$70,276.63
Fund 4445 - Consolidated TIF Totals							Invoice Transactions	5		\$70,276.63
Grand Totals							Invoice Transactions	48		\$777,917.11

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
02/28/25	Claims				\$777,917.11
					<u>\$777,917.11</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 \$777,917.11

Dated this 21st day of Feb year of 2025.

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

Fiscal Office Cheryl Sililand



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

401 N Morton St
Post Office Box 100
Bloomington IN 47402

JESSICA MCCLELLAN
CONTROLLER

CONTROLLER'S OFFICE

p 812.349.3416
f 812.349.3456
controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Adam Watts, Director of Auditing and Financial Systems
Date: February 21, 2025
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 02/03/2025 to 02/16/2025. 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.

Adam Watts
Director of Auditing and Financial Systems



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 02/21/25 - 02/21/25
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	02/21/2025	2,790.08		.00	297.61	170.71	39.92	78.45	55.96	185.84	1,961.59
			.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	\$39.92	\$78.45	\$55.96	\$185.84	\$1,961.59
10000 Bixler, Daniel R 2594	02/21/2025	2,105.26		.00	181.72	124.15	29.04	58.92	42.03	140.06	1,529.34
			.00	.00	2,002.34	2,002.34	2,002.34	2,002.34	2,002.34		
		\$2,105.26	\$0.00	\$0.00	\$181.72	\$124.15	\$29.04	\$58.92	\$42.03	\$140.06	\$1,529.34
2972 Caswell, Tammy M	02/21/2025	2,409.61		.00	262.19	142.39	33.30	68.45	49.06	176.17	1,678.05
			.00	.00	2,281.63	2,296.63	2,296.63	2,281.63	2,281.63		
		\$2,409.61	\$0.00	\$0.00	\$262.19	\$142.39	\$33.30	\$68.45	\$49.06	\$176.17	\$1,678.05
10000 Collins, Barry 0111	02/21/2025	1,225.00		.00	186.73	75.95	17.76	36.75	21.44	.00	886.37
			.00	.00	1,225.00	1,225.00	1,225.00	1,225.00	1,225.00		
		\$1,225.00	\$0.00	\$0.00	\$186.73	\$75.95	\$17.76	\$36.75	\$21.44	\$0.00	\$886.37
2771 Council, David R	02/21/2025	2,468.15		.00	162.63	138.62	32.42	63.82	45.53	326.73	1,698.40
			.00	.00	2,165.82	2,235.82	2,235.82	2,165.82	2,165.82		
		\$2,468.15	\$0.00	\$0.00	\$162.63	\$138.62	\$32.42	\$63.82	\$45.53	\$326.73	\$1,698.40
3232 Davis, Rebecca D	02/21/2025	2,307.20		.00	235.84	139.09	32.53	66.22	47.24	106.35	1,679.93
			.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	\$32.53	\$66.22	\$47.24	\$106.35	\$1,679.93
10000 Finley, Christina L 0187	02/21/2025	3,505.97		.00	449.19	197.60	46.22	94.16	67.99	368.95	2,281.86
			.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	\$46.22	\$94.16	\$67.99	\$368.95	\$2,281.86
2393 Hayes, Chastina J	02/21/2025	2,468.16		.00	210.28	150.10	35.10	71.88	41.93	261.24	1,697.63
			.00	.00	2,395.89	2,420.89	2,420.89	2,395.89	2,395.89		
		\$2,468.16	\$0.00	\$0.00	\$210.28	\$150.10	\$35.10	\$71.88	\$41.93	\$261.24	\$1,697.63
3496 Hershman, Felicia J	02/21/2025	1,882.81		.00	139.49	111.97	26.18	54.18	38.65	97.78	1,414.56
			.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	\$111.97	\$26.18	\$54.18	\$38.65	\$97.78	\$1,414.56
			\$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 02/21/25 - 02/21/25
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	02/21/2025	3,156.62		.00	291.29	192.78	45.09	72.63	51.81	697.27	1,805.75
			.00	.00	2,459.35	3,109.35	3,109.35	2,459.35	2,459.35		
		\$3,156.62	\$0.00	\$0.00	\$291.29	\$192.78	\$45.09	\$72.63	\$51.81	\$697.27	\$1,805.75
3306 Killion-Hanson, Anna	02/21/2025	4,666.00		.00	297.83	274.63	64.23	132.89	94.79	236.36	3,565.27
			.00	.00	4,429.64	4,429.64	4,429.64	4,429.64	4,429.64		
		\$4,666.00	\$0.00	\$0.00	\$297.83	\$274.63	\$64.23	\$132.89	\$94.79	\$236.36	\$3,565.27
1516 Liford, Kenneth T	02/21/2025	2,629.11		.00	214.62	163.00	38.12	77.97	55.62	46.60	2,033.18
			.00	.00	2,599.11	2,629.11	2,629.11	2,599.11	2,599.11		
		\$2,629.11	\$0.00	\$0.00	\$214.62	\$163.00	\$38.12	\$77.97	\$55.62	\$46.60	\$2,033.18
2557 Radewan, Tonda L	02/21/2025	1,722.16		.00	114.21	98.91	23.13	46.71	33.32	126.85	1,279.03
			.00	.00	1,595.31	1,595.31	1,595.31	1,595.31	1,595.31		
		\$1,722.16	\$0.00	\$0.00	\$114.21	\$98.91	\$23.13	\$46.71	\$33.32	\$126.85	\$1,279.03
1378 Sandweiss, Noah S	02/21/2025	3,112.57		.00	421.33	189.14	44.23	90.36	64.46	80.50	2,222.55
			.00	.00	3,050.44	3,050.44	3,050.44	3,050.44	3,050.44		
		\$3,112.57	\$0.00	\$0.00	\$421.33	\$189.14	\$44.23	\$90.36	\$64.46	\$80.50	\$2,222.55
10000 Stong, Mary J 0471	02/21/2025	2,790.08		.00	317.24	161.34	37.73	77.32	55.15	362.00	1,779.30
			.00	.00	2,577.30	2,602.30	2,602.30	2,577.30	2,577.30		
		\$2,790.08	\$0.00	\$0.00	\$317.24	\$161.34	\$37.73	\$77.32	\$55.15	\$362.00	\$1,779.30
504 Swinney, Matthew P	02/21/2025	3,376.85		.00	566.92	209.95	49.10	101.14	72.15	44.34	2,333.25
			.00	.00	3,371.31	3,386.31	3,386.31	3,371.31	3,371.31		
		\$3,376.85	\$0.00	\$0.00	\$566.92	\$209.95	\$49.10	\$101.14	\$72.15	\$44.34	\$2,333.25
2477 Toothman, Cody B	02/21/2025	3,376.85		.00	190.15	198.40	46.40	94.85	66.01	184.85	2,596.19
			.00	.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00		
		\$3,376.85	\$0.00	\$0.00	\$190.15	\$198.40	\$46.40	\$94.85	\$66.01	\$184.85	\$2,596.19
2305 Van Rooy, Angela L	02/21/2025	3,597.08		.00	290.53	223.03	52.16	101.91	72.70	249.15	2,607.60
			.00	.00	3,397.08	3,597.08	3,597.08	3,397.08	3,397.08		
		\$3,597.08	\$0.00	\$0.00	\$290.53	\$223.03	\$52.16	\$101.91	\$72.70	\$249.15	\$2,607.60
			\$0.00	\$0.00	\$3,397.08	\$3,597.08	\$3,597.08	\$3,397.08	\$3,397.08		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 02/21/25 - 02/21/25
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	02/21/2025	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		\$51,694.83		\$0.00	\$5,020.03	\$3,080.05	\$720.32	\$1,445.85	\$1,009.23	\$3,920.74	\$36,498.61
			\$0.00	\$0.00	\$48,501.98	\$49,677.98	\$49,677.98	\$48,501.98	\$48,501.98		
Grand Totals		\$51,694.83		\$0.00	\$5,020.03	\$3,080.05	\$720.32	\$1,445.85	\$1,009.23	\$3,920.74	\$36,498.61
			\$0.00	\$0.00	\$48,501.98	\$49,677.98	\$49,677.98	\$48,501.98	\$48,501.98		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/21/2025	Payroll				51,694.83
					<u>51,694.83</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 \$ 51,694.83

Dated this _____ day of _____ year of 20____.

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

Fiscal Officer _____

25-34
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 \$3.5M 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 beginning January 1, 2025; and

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

WHEREAS, the Commission may, but is not obligated to, commit other local funds to this 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:

MEMORANDUM

TO: Member of the Bloomington Redevelopment Commission

FROM: Jane Kupersmith, Executive Director, Economic & Sustainable Development

CC: Anna Killion-Hanson, HAND Director; Margie Rice, Corporation Counsel; John Fernandez, Interim Director, the Mill; De de la Rosa, Assistant Director of Small Business Development, Gretchen Knapp, Deputy Mayor

RE: Resolution 25-34, First Amendment Mill Partnership Agreement

SUMMARY

This memo provides additional context regarding funding associated with the CTP Fund (amendment approved via RDC Resolution 25-33) and expenditures related to the Mill Partnership Agreement.

BACKGROUND

The CTP Fund was initially established in 2005 via Common Council Resolution 25-01. It has been renewed and funded annually via compliance reporting to the Indiana Economic Development Commission (IEDC).

CTP funds are state-managed, incremental tax financing funds. This program is established via Indiana Code 36-7-32. Annual compliance reporting happens via the City's Economic & Sustainable Development Department. Tax information is supplied by the County Assessor's Office directly to the State of Indiana. Bloomington's CTP Fund is held at the State. Funds are derived from property tax increment for Level 1 CTPs, but after the \$5 million threshold (which was ultimately extended to \$6 million for Bloomington) was reached, the fund is capped at \$250,000 annual payments to the Redevelopment Commission as a Level 2 CTP. Level 2 CTP funds derive from incremental income and sales tax generated in the CTP.

The CTP fund agreement was amended for the first time via RDC Resolution 25-33, which extends the agreement from July 1, 2023 through June 30, 2027. Additionally, the Indiana Economic Development Corporation indicated to ESD staff that there were \$100,000 remaining from 2022 that were due to the City. These were the remaining funds from the \$1 million extension of Level 1 funding.

These funds were used primarily to fund the adaptive reuse of 642 N. Madison St., the Mill. Remaining funds were used to fund the gap for the Forge, as approved in RDC Resolution 23-72. \$34,000 currently sits in the City's CTP fund. The following chart shows anticipated income and expenses to the CTP fund given the extension of the CTP Agreement and the costs associated with the Mill Partnership Agreement.

The chart below demonstrates that there is more income anticipated from the CTP than committed by the Partnership agreement. The signing of the CTP Fund Agreement with IEDC will trigger the issuance of back payments to the Bloomington RDC. While the Partnership Agreement facilitates activity within the CTP, the CTP Fund agreement, which at this time ends on June 30, 2027, does not limit the RDC's ability to engage in development and management activities within the Trades District.

Calendar Year	CTP fund agreement start	CTP fund agreement end	Partnership agreement start	Receivables	Payables
2022				\$100,000	PAID
2023	07-01-23	06-30-2024	01-01-2023	\$250,000	PAID
2024	07-01-24	06-30-2025	01-01-2024	\$250,000	PAID
2025	07-01-25	06-30-2026	01-01-2025	\$250,000	\$250,000
2026	07-01-26	06-30-2027		\$250,000	\$250,000
2027					\$250,000
2028					\$250,000
TOTAL				\$1,100,000	\$1,000,000

CONCLUSION

City staff recommends that the Mill Partnership Agreement be extended to Dec. 31, 2028. Resolution 25-34 identifies the CTP Fund as the source of funds for the Partnership Agreement. The RDC retains the ability, but not the obligation, to fund the agreement through other sources. The RDC retains the right (as does the Mill) to cancel the agreement at any time with 6 months notice, and under the conditions described under Section 9. "Termination" in the original Partnership Agreement.

**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 beginning January 1, 2025; and

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

WHEREAS, the Commission may, but is not obligated to, commit other local funds to this Partnership Agreement.

[remainder of page left intentionally blank]

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions in this Agreement, the City, the City of Bloomington Redevelopment Commission, and The Mill 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 deleted in its entirety and replaced with the following:

“Through this First Amendment, the City shall provide The Mill with Two Hundred Fifty Thousand Five Hundred Dollars (\$250,000) annually for years 3, 4, 5, and 6 (2025, 2026, 2027 and 2028) of the Agreement. These funds shall be paid to The Mill by the City in semi-annual payments commencing as of the Effective Date of this Agreement, January 1, 2025.”

~~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.~~

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

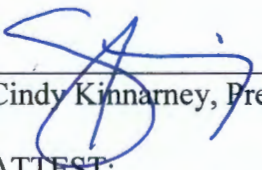
WHEREAS, the Partnership Agreement provides that the Commission shall provide up to Two Hundred Thousand Dollars (\$200,000) for each of two (2) years to advance the City's objectives for the Tech Center, Trades District and Bloomington's innovation ecosystem; and

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:

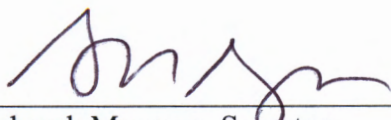
1. The Redevelopment Commission finds that the use of CTP funds in a manner permitted by Indiana Code § 36-7-32-23 to support the Tech Center and Trades District as described in the Partnership Agreement is an appropriate use of the such funds.
2. The Redevelopment Commission approves the Partnership 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
John Hamilton, Mayor
Date: 1/27/23

Redevelopment Commission of
Bloomington, Indiana

By: Cindy Kinnarnoy
Cindy Kinnarnoy, President
Date: _____

Dimension Mill, Inc.

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

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

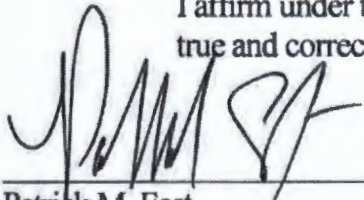
Angela F. Parker
Angela F. Parker, Counsel for
Dimension Mill, Inc.
Date: Jan 27, 2023

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.

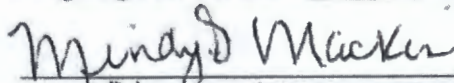


Patrick M. East

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

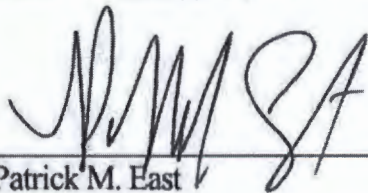
AFFIDAVIT REGARDING NON-COLLUSION

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.

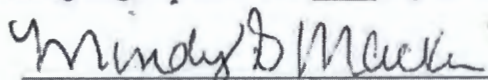

Patrick M. East

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

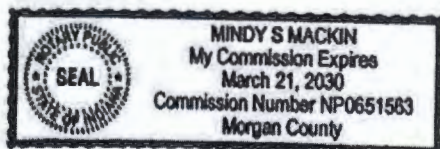
Before me, a Notary Public, in and for said County and State, personally appeared Patrick M. East and acknowledged the execution of the foregoing Affidavit this 27th day of January, 2023.

My Commission Expires
3/21/2030

County of Residence:
Morgan


Mindy S Mackin, Notary Public

Commission Number: NP 0651563



25-35
RESOLUTION
OF THE REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA

APPROVAL OF RIGHT OF ENTRY AT
TRADES DISTRICT PARKING GARAGE

WHEREAS, the Redevelopment Commission of the City of Bloomington owns the real estate and structure at 489 W 10th St., Bloomington, IN, more commonly known as the Trades District Garage; and

WHEREAS, in 2019, the Redevelopment Commission of the City of Bloomington ("RDC") approved the issuance of revenue bonds for development of the Trades District Garage to serve commercial, retail, and hospitality activities; and

WHEREAS, by Resolution 24-39, the RDC approved a lease with the Regents of the University of California ("Tenant"), at 489 W 10th Street, Bloomington IN; and

WHEREAS, in order to better serve the needs of the Tenants, the RDC seeks to grant Right of Entry to those vendors and service providers selected by Tenants of the Trades District Garage; and

WHEREAS, a right of entry must be granted to Hoosier Networks, LLC ("H-Net") to enter, access, construct, install, own, operate, improve, maintain, repair and remove all cable, fibers, wiring, amplifiers, converters, connectors, termination boxes and any other necessary equipment; and

WHEREAS, the City's Information & Technology Service (ITS) Department supports and approves H-Net accessing the Trades District Garage to install telecommunications and information services; and

WHEREAS, the City's ITS Department shall be the RDC's liaison with the Tenant and H-Net to facilitate installation of the infrastructure needed for the Tenant's selected telecommunications and information services as well as to protect the RDC's interest in the real estate and its improvements; and

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

1. The Right of Entry Agreement with Hoosier Networks, LLC ("H-Net") in **Exhibit A** is approved.

2. Deborah Myerson is authorized to sign the Right of Entry Agreement on behalf of the Redevelopment Commission.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date



RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement (“Agreement”) made and entered into as of the date of the last signature below (“Effective Date”) by and between Hoosier Networks, LLC (“H-Net”), a Delaware limited liability company with its office located at 212 S. Walnut St, Bloomington, IN 47404, and the City of Bloomington Redevelopment Commission (“Owner”), with its office located at 401 N. Morton Street, Bloomington, IN 47404. Owner manages the real property and improvements at 489 W 10th Street, Bloomington, IN 47404 (“Property”).

GRANT OF RIGHTS OF ENTRY. For and in consideration of other good and valuable consideration and the mutual promises, covenants and agreements set forth herein the receipt and adequacy of which is hereby acknowledged, Owner hereby grants to H-Net and its agents, contractors, and internet service providers, all necessary rights to enter, access, construct, install, own, operate, improve, maintain, repair and remove all cable, fibers, wiring, amplifiers, converters, connectors, termination boxes and any other pieces or aspects of its equipment and facilities (collectively, the “System”) throughout the Property as necessary for H-Net to perform works required to construct, install and operate the System needed to deliver third party telecommunication and/or information services to occupants of the Property by internet service providers. The term of this Agreement commences upon the Effective Date and shall be perpetual. Notwithstanding the foregoing, in the event that the parties mutually agree in writing to terminate this Agreement at any time, H-Net shall have the right, but not the obligation, following such termination, to access the Property for the purpose of removing all or such portions of the System as H-Net may elect. H-Net shall at all times retain ownership of the System and shall, at its own cost, repair any damage to the Property resulting solely from the installation, maintenance, operation, or removal of the System caused by H-Net or its contractors, reasonable wear and tear excepted.

The signatories hereto represent that they have the legal right, power and authority to enter into this Agreement on behalf of the parties and to bind such parties to perform their respective obligations hereunder.

OWNER:

City of Bloomington

Redevelopment Commission

BY: _____

NAME: Deborah Myerson

TITLE: President

DATE: _____

H-NET:

Hoosier Networks, LLC

BY: _____

NAME: _____

TITLE: _____

DATE: _____

25-36
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA

APPROVAL OF AGREEMENT FOR TEMPORARY PARKING
AT HOPEWELL DEVELOPMENT

WHEREAS, the City purchased property, which was formerly, the site of Bloomington Hospital and is in the process of working with BCM to develop a portion of the City property as part of the Hopewell Development; and

WHEREAS, BCM, LLC, which is the construction arm of Brinshore Development, will need parking space for the BCM employees and subcontractors of BCM who are performing work on the City's property, during the construction period; and

WHEREAS, the City wishes to provide parking space for BCM and its employees and subcontractors during the term of construction, which will begin on or before April 1, 2025, and will continue to an undetermined time.

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

1. The City of Bloomington Redevelopment Commission ("RDC") approves the attached Agreement for Temporary Parking between BCM and the RDC.
2. The RDC delegates to City staff the authority to make day-to-day decisions regarding parking arrangements and all other matters necessary to implement this Agreement for Temporary Parking.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson
President of the Bloomington Redevelopment Commission

Date

ATTEST:

John West
Secretary of the Bloomington Redevelopment Commission

Date

**AGREEMENT FOR TEMPORARY PARKING
AT HOPEWELL DEVELOPMENT**

This Agreement, entered into on this 3rd day of March 2025, by and between the City of Bloomington and the City of Bloomington Redevelopment Commission (collectively the “City”) and BCM, LLC (“BCM”)

WITNESSETH:

WHEREAS, the City purchased property, which was formerly, the site of Bloomington Hospital and is in the process of working with BCM to develop a portion of the City property as part of the Hopewell Development; and

WHEREAS, BCM, LLC, which is the construction arm of Brinshore Development, will need parking space for the BCM employees and subcontractors of BCM who are performing work on the City’s property, during the construction period; and

WHEREAS, the City wishes to provide parking space for BCM and its employees and subcontractors during the term of construction, which will begin on or before April 1, 2025, and will continue to an undetermined time.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS IN THIS AGREEMENT, THE CITY, RDC, AND BCM AGREE TO THE FOLLOWING:

1. BCM employees and subcontractors may park in areas designated by the City on the attached map, based on BCM’s needs and parking availability. City staff and BCM staff agree to communicate so that BCM’s needs and the City’s availability is clearly understood between the parties. To the extent there is a conflict, the City shall determine what parking is eligible for BCM’s use.
2. BCM shall pay the City no fees for the cost of parking.
3. During the term of this Agreement, BCM shall name the City and the City of Bloomington Redevelopment Commission as additional insureds on its insurance policies, so that the City, collectively, is provided with additional layers of insurance protection. During the term of this Agreement, the following limits shall be maintained by BCM:

- General Liability Insurance shall have a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
 - Automobile Liability Insurance shall have a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - Professional Liability Insurance shall have a minimum limit of \$1,000,000 annual aggregate.
 - Worker's Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.
4. BCM and its employees and subcontractors shall exercise due care and shall, at all times, act in a professional manner and with safe and civil standards in mind in order to protect the Parties and their employees and subcontractors. BCM shall report to the City any concerning behaviors or concerns about the areas used for parking immediately.
 5. BCM shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Redevelopment Commission from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the BCM, its employees, subcontractors, or its agents or employees, or any independent contractors directly responsible to BCM (collectively "Claims").
 6. This Agreement may be terminated by either party and for any reason by providing written notice of termination thirty (30) days in advance.
 7. Notices to the City shall be delivered in writing to the City of Bloomington Legal Department at 401 N. Morton, IN 47404.
 8. Notices to BCM shall be delivered in writing to 1603 Orrington, Suite 450, Evanston, IL 60201.
 9. The parties signing below, hereby, certify that they have full authority to sign this Agreement and to bind their agency.

BCM, LLC

Michael Cornell, President

Date

CITY OF BLOOMINGTON

Margie Rice, Corporation Counsel

Date

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson
President of the Bloomington Redevelopment Commission

Date

ATTEST:

John West
Secretary of the Bloomington Redevelopment Commission

Date



25-37
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF LEASE AT THE FORGE WITH BLOOM

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

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

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

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

WHEREAS, The Mill has negotiated a lease with BLOOM, which is attached to this Resolution as Exhibit A to lease Unit 3 in The Forge.

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

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

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

TRADES DISTRICT - THE FORGE LEASE

THIS LEASE is made and entered into as of the ____ day of February __, 2025, by and between **DIMENSION MILL, LLC**, an Indiana non-profit organization, hereinafter referred to as “The Mill”, and **Bloom**, hereinafter referred to as “Tenant”.

WITNESSETH:

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

WHEREAS, Tenant desires to access and use a certain portion of The Forge, Unit 2 (the “Unit”), in accordance with the terms and conditions provided herein.

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

1. Description of Premises. The Unit consists of approximately 4709 useable square feet and approximately 3978 square feet of common area. The “Premises” leased by Tenant, located on the 2nd floor, has the approximate configuration and location shown on the Floor Plan attached hereto as **Exhibit A** and made a part hereof. Non-exclusive space which is made available to Tenant shall include the common lobby areas, social hub, restrooms, conference/training room, focus booths, roof top deck and outdoor plaza. Tenant shall pay pro rata share of rent for said space. The Forge infrastructure includes standby power for electric service delivery to the Premises. The Forge is a “smoke free facility”; smoking is permitted outside only, and Tenant will police the exterior and will not allow Tenant’s employees or its guests to discard cigarettes, etc. on the sidewalks, parking areas, etc.

2. Initial Term; Commencement Date.

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

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

2(b). Extension. Upon the expiration of the initial term, if Tenant is not in default, The Mill hereby grants to Tenant the right to extend the term of this Lease for three (3) additional five (5) year periods. To exercise its option, Tenant must give written notice to The Mill at least one hundred and eighty (180) days prior to the expiration of the initial term or any extensions thereof. The Base Rent payable by Tenant for year 1 of the first extension period shall be \$23.19 per square foot and shall increase each one-year anniversary of the extension period by two percent (2%). If Tenant fails to give written notice of extension to The Mill within the time specified herein, or if this Lease is terminated, any subsequent options to extend shall expire and be of no force or effect. The exercise of any option to extend shall be ineffective if Tenant is in default on the last day of the prior term.

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

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

Leased Area: 4709 square feet

Rent Per Square Foot: \$21.00

Annual Base Rent: \$98,889.00

Monthly Base Rent: \$8240.75

3(b). Building Common Area Costs and Tenant Expenses. It is the intention that this Lease shall be a Triple Net Lease (NNN) to reimburse The Mill and without limiting the generality of the foregoing, Tenant shall be required to pay 37.44% [Premises SF/Total RSF, (4709 sf /12,577sf)] of the following charges and operating expenses as Additional

Rent known as Common Area Maintenance (“CAM”) charges (“CAM Costs”) in addition to the Base. The annual CAM Costs for the initial year of the Lease shall be \$7.88 per square foot (\$37,106.92). These CAM charges of actual expenses will be billed in arrears on a monthly basis:

CAM Costs include:

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

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

Within thirty (30) days of the one-year anniversary of Lease Commencement Date, and each subsequent annual anniversary, The Mill shall provide the Tenant a report on the prior year operating expenses. The Mill agrees to provide Tenant with all supporting documentation, schedules, analyses, etc., showing in reasonable detail, the derivation of the operating expenses. In the event that CAM charges over-estimated the annual operating expenses, the difference shall be credited to the Tenant for the subsequent year’s CAM charges. If the actual CAM expenses exceed the estimated annual costs, Tenant shall be billed for the undercharge.

Annual increases in CAM charges shall be capped at 5%.

Initial Monthly Rent and Additional Rent payments:

	Monthly	Annually
Base Rent	\$8,240.75	\$98,889.00
CAM Costs	\$3,092.24	\$37,106.92
TOTAL RENT	\$11,332.99	\$135,995.92

4. **Tenant Improvements.** Prior to the Lease Commencement Date, The Mill shall construct all Landlord Improvements, constituting any work required to put the Premises in a ‘grey box’ shell condition ready for the installation of tenant improvements (“Landlord Improvements”). Landlord Improvements include:

- Unfinished floors/concrete slab
- Premises demised within The Forge, but no interior partitioned walls
- The drywall has been painted P1 (Sherwin Williams SW7005 Pure White)
- Basic HVAC infrastructure installed within Premises but requires ductwork installation
- Sprinkler system installed in Premises
- Suspended linear light fixtures are installed in all tenant spaces with general light switches
- No plumbing fixtures
- No ceiling finishes
- No ceiling tiles or lighting fixtures.

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

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

4(b). Cost of Tenant Improvements. The Mill shall provide to Tenant a tenant improvement allowance of one hundred and seventy-five dollars (\$175.00) per rentable square foot for a total of eight hundred twenty-four thousand seventy-five Dollars (\$824,075) (the “**Tenant Improvement Allowance**”) to be applied towards the actual costs incurred by Tenant for the Tenant Improvements. The Mill shall pay Tenant the full amount of the Tenant Improvement Allowance on a progress billing basis or upon substantial completion of the Tenant Improvements. Tenant shall provide The Mill copies of paid invoices for the Tenant Improvement expenses. If Tenant’s improvements expenses are less than the Tenant Improvement Allowance, the balance shall be retained by The Mill.

For these purposes, Tenant Improvements shall be defined as all hard and soft costs, any and/or all construction, professional services, consulting services, furniture, fixtures, equipment, wiring (IT and/or telecommunications) and/or other work and/or services required for Tenant to commence occupancy in the Premises and/or beneficial use of the Premises for the purposes of conducting its business.

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

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

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

8. Furniture. Premises will not be provided with furnishings by The Mill. The Tenant

may furnish the Premises and upon termination of this Lease, shall remove all personal property and trade fixtures, leaving the Premises in the condition described in Section 11 below.

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

10. Compliance with EDA Restrictive Covenants.

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

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

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

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

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

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

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

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

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

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

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

vii. Any other applicable non-discrimination laws.

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

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

resolved.

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

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

13. Signage. Tenant shall have the continuous right to display its corporate logo(s) on a ground mounted monument sign in front of the Building. Subject to approval by required local government authorities, Tenant may incorporate its logo on the top level of the Building with Tenant bearing all costs associated with the fabrication and installation of such signage. All such signage shall be subject to the reasonable approval of a.) The Mill for issues related to structural integrity of the Building and avoiding an unsightly installation and appearance, and b.) any and all required governmental authorities. The Mill will cooperate fully with Tenant in securing such approvals. The Mill shall, at its sole cost and expense, supply Bloom with Building standard suite entry door signage (if required by Bloom).

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

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

16. Liability Insurance. Tenant shall maintain public liability insurance with personal injury limits of at least \$1,000,000.00 for injury to one person and \$3,000,000.00 for any

one accident, and a limit of at least \$1,000,000.00 for damage to the property. Tenant shall deliver a certificate of insurance to The Mill and both The Mill and the RDC shall be named as additional insureds. The Mill or the RDC shall have the right to require that The Mill receive advance notice of any termination of such insurance policies.

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

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

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

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

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

20. Assignment and Subletting

20(a). Tenant shall not assign, sublet, transfer, or encumber this Lease, or any interest therein, without the prior written consent of The Mill, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Tenant may assign or transfer this Lease without The Mill's consent (but upon written notice to The Mill) in the event of (i) a merger, consolidation, or reorganization of Tenant, or (ii)

the transfer of all or substantially all of Tenant's assets, or (iii) a change in the ownership structure of Tenant, provided that in each such case, the assignee or transferee (A) is a successor entity that is financially solvent, (B) assumes all of Tenant's obligations under this Lease, and (C) operates a business of the same nature and character as Tenant's business under this Lease.

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

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

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

21. Destruction, Condemnation or Force Majeure. If The Forge is partially destroyed in a manner that prevents the conducting of Tenant's business in a usual and customary manner, and if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction, The Mill and RDC, at its election, may repair The Forge. Payment under this Lease shall abate during the period of days the Premises cannot be used by the Tenant, provided that the damages and destruction were not caused by the Tenant. If The Mill and RDC are prevented from repairing the damage by forces beyond The Mill and RDC's control, or if the property is condemned, this Lease shall terminate. Upon an occurrence that would be considered *force majeure*, which are conditions that prevent performance of this Lease by either party due to, without limitation, riot, acts of war, natural disasters, pandemic or other causes beyond the control of either party, the affected party shall provide prompt written notice to the other party, and all obligations under this Lease shall be suspended for as long as such force majeure event continues, provided that the affected party continues to exercise diligent efforts to recommence performance to whatever extent possible.

22. Liens. This Lease does not authorize the performance of any labor or services or the furnishing of any materials for the alteration or repair; nor does it grant Tenant the right to contract for, authorize or permit the performance of any labor or services or the

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

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

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

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

The Mill: The Dimension Mill, LLC
642 North Madison Street
Bloomington, IN 47404
Copy to: Bloomington Redevelopment Commission
P.O. Box 100
Bloomington, IN 47402

Tenant: Bloom

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

26. **Entire Lease.** Except for the Rules of Operation which may be amended from time to-time, this document contains the entire Lease of the parties with regard to the subject matter stated. This Lease supersedes any prior written or oral Leases between the parties, and this Lease may be modified or amended in writing, as agreed by the parties hereto.
27. **Severability.** If any portion of this Lease shall be declared invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
28. **Venue and Choice of Law.** In any dispute that arises under this License, the parties agree that the proper venue for any legal action shall be County of Monroe, State of Indiana.
29. **Mill Membership.** At no additional cost to Bloom, Tenant shall obtain a special Mill membership providing access to additional conference rooms and discounted use of The Mill's event hall.
30. **Parking.** Tenant shall have the right but not the obligation to lease parking spaces on a monthly basis in the Trades District Parking Garage at the prevailing rate as set by the City of Bloomington Parking Services.
31. **"Most favored nation."** Should any other commercial tenants of The Forge receive discounts or other leasing incentives not included in the Bloom lease, The Mill will agree to amend the Bloom lease to provide the same discounts or leasing incentives.

So agreed on the date first written above.

The Dimension Mill, Inc.

By: _____

John Fernandez

Its: Interim Executive Director & Senior Vice President

TENANT:

By: _____

Its: _____

EXHIBIT A

DESCRIPTION OF PREMISES

The property to be leased is commonly known as 617 N. Madison Street, Unit 2, Bloomington, Indiana 47404, and is located at the corner of Makers Way and N. Madison Street, Bloomington, Indiana 47404.

(Exhibit A Floor Plan with Dimensions Attached)

ADDENDUM 1 - RENT ADJUSTMENTS TO LEASE AGREEMENT DATED

BY AND BETWEEN

Bloom

AND

THE MILL

The Monthly Rent payable by Tenant shall be increased on each anniversary of the Rent Commencement Date by 2.0% of the Monthly Rent in effect in the month immediately preceding such anniversary of the Rent Commencement Date.

Exhibit A



Department Legend

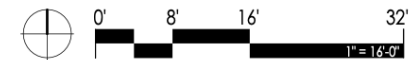
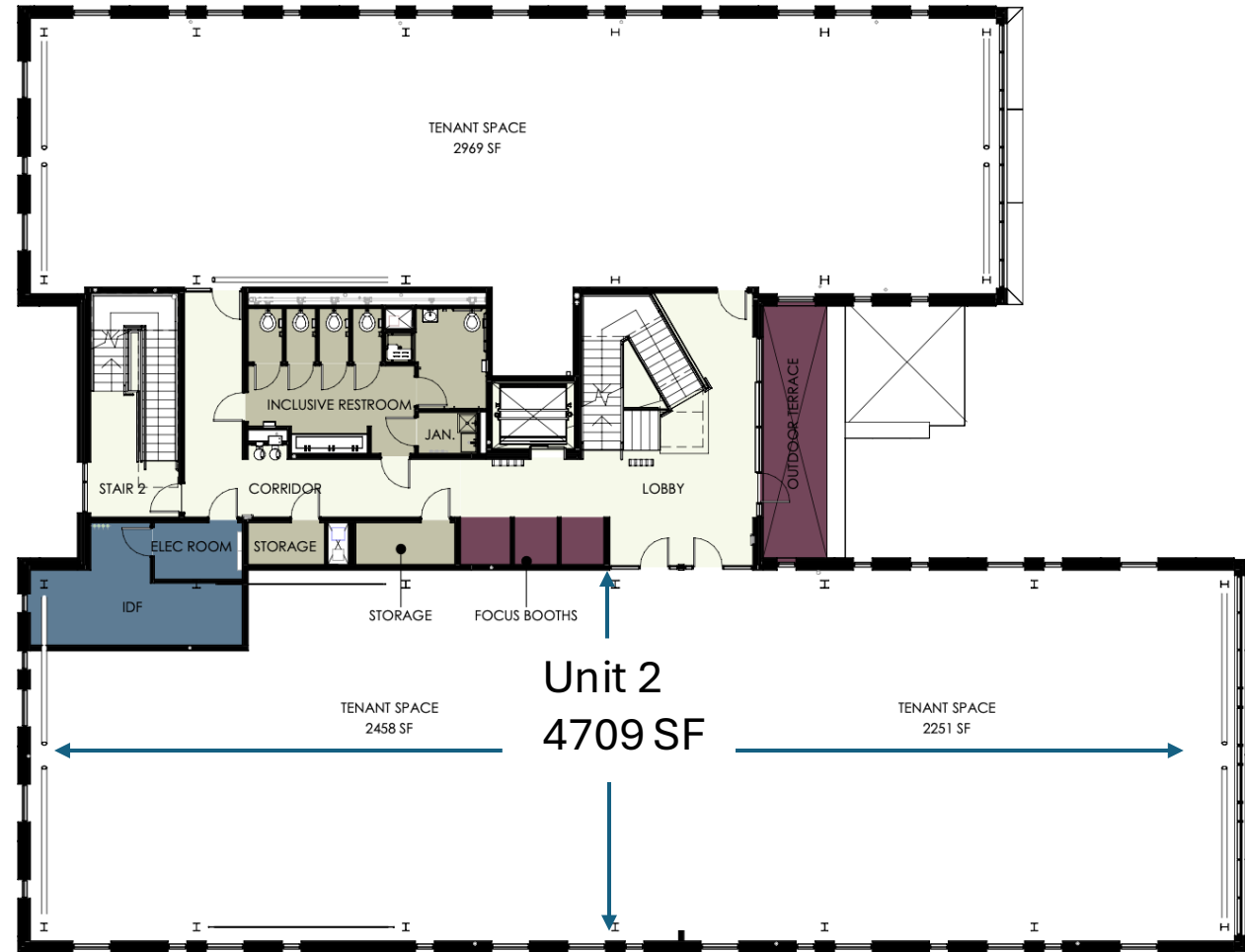
- AMENITY
- CIRCULATION
- LOBBY
- MEP
- SERVICE
- TENANT

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



Department Legend

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



Department Legend

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

