

**City of
Bloomington
Indiana**



City Hall
401 N. Morton St.
Post Office Box 100
Bloomington, Indiana 47402

Office of the Common Council
(812) 349-3409
Fax: (812) 349-3570
email: council@bloomington.in.gov

To: Council Members
From: Council Office
Re: Weekly Packet Memo
Date: January 21, 2005

Packet Related Material

**Memo
Agenda
Calendar**

Notices and Agendas:

None

Legislation for Discussion:

Res 05-01 To Approve the Certified Technology Park Agreement between the City, the Redevelopment Commission and the Indiana Department Of Commerce
- Memo from Ron Walker, Director of Economic Development;
Redevelopment Commission Res05-04, Certified Technology Park Agreement; Exh A (including Map and Legal Description), Exh B (Financial Commitments); Exh C (Public Facilities)

Contact: Ron Walker at 349-3534 or walker@bloomington.in.gov

Memo

Chair of Meeting: Councilmember Gaal

**One Resolution Ready for Discussion at the Committee of the Whole on
Wednesday, January 26, 2005**

You will have one resolution ready for discussion at your Committee of the Whole meeting next Wednesday. The summary of this item takes up the remainder of this memo and the legislation and background material are included in this packet.

Res 05-01 Approving Certified Technology Park Agreement

Res 05-01 approves a Certified Technology Park (Park) agreement between the City, its Redevelopment Commission, and the Indiana Department of Commerce (IDOC).

Certified Technology Parks are a Hybrid Between TIF and CRED Districts

These Parks were authorized by the State Legislature in 2002 (see I.C. 36-7-32 et seq.) and may be characterized as a hybrid between a TIF and CRED district. Like a TIF district, they may capture property taxes over a base amount and set the money aside in a Fund (Certified Technology Park Fund) under the authority of the City's Redevelopment Commission. Please note that there is a lifetime maximum of \$5 million on the amount that can be deposited into the Fund if a locality chooses to capture property taxes, *but that the City does not, at this time, intend to capture these taxes*. Like a CRED district, they receive state retail and use taxes, and income taxes over a base amount (in this case in monthly installments).

And, like a TIF district in some ways and CRED district in others, the Park funds may be used to finance (and bond for), acquire, maintain, and operate public facilities located in or serving the Park. Please note that the term "public facilities" is broader than what might be expected (it includes private rail and utility lines, for example) and that IDOC may authorize the sale or rental of these facilities. Also, please note that when localities choose to capture new property taxes generated in the Park, they may also offer a special property tax credit for entities within it.

Application for Designation and Demonstrating a Firm Commitment Toward Viable High Technology Enterprises

Localities and their Redevelopment Commissions must apply for the designation and may enter into an agreement with IDOC regarding the terms and conditions of the Park. Redevelopment Commissions who intend to start capturing new property taxes generated by development in the Park (ours doesn't) must also adopt a resolution establishing an "allocation area" and, after due notice, give persons an opportunity to remonstrate before taking final action on the proposal. Then IDOC reviews the application in order to determine whether:

- there is a firm commitment from at least one high technology business to create significant jobs in the Park, and
- one or more of six conditions that indicate the likelihood that the Park will generate commercially viable high technology activities are present. The memo from Ron Walker indicates we satisfy a few of them including:
 - the presence of a business incubator with local public/private support, a business plan, and a full-time manager;
 - significant support from an institution of higher education; and
 - the opportunity to take advantage of unique characteristics offered by public and private resources available in the area.

The Statutory Requirements for the Agreement Between the City, Its Redevelopment Commission and IDOT

All these steps have already occurred here and we are at the stage of approving the agreement for the Park. Under statute, these agreements must describe:

- the boundaries of the Park;
- any covenants and restrictions and the manner by which they will be enforced;
- any financial commitments of parties to the agreements and owners and developers within the Park;
- the terms of any commitment by an institute of higher education or private research-based institute for support of the operations and activities within the Park;
- the terms of enforcement of the agreement (which may not include termination of the Park); and
- the public facilities to be developed for the Park and their costs as agreed by IDOC.

Responsibilities of the Redevelopment Commission

Once the Park is in place, the Redevelopment Commission will be responsible for overseeing the Certified Technology Park Fund. Soon after the agreement is executed, the Commission must send the State Department of Revenue a copy of the designation, agreement, and a complete list of employers as well as street names and numbers within the Park (which must be updated annually by July 1st).

The Resolution

The resolution approves the agreement between the City, the Redevelopment Commission, and IDOC. Before doing so it:

- acknowledges the statutory authority under I.C. 36-7-32 for entering into these agreements;
- recounts that we have applied for the designation (please see Ron Walker's memo for more on what that entailed);
- notes that the size of the Park was reduced at the request of IDOC; and
- declares that the agreement serves a public purpose and provides a public benefit by encouraging investment, creation of jobs, and economic growth.

The Agreement

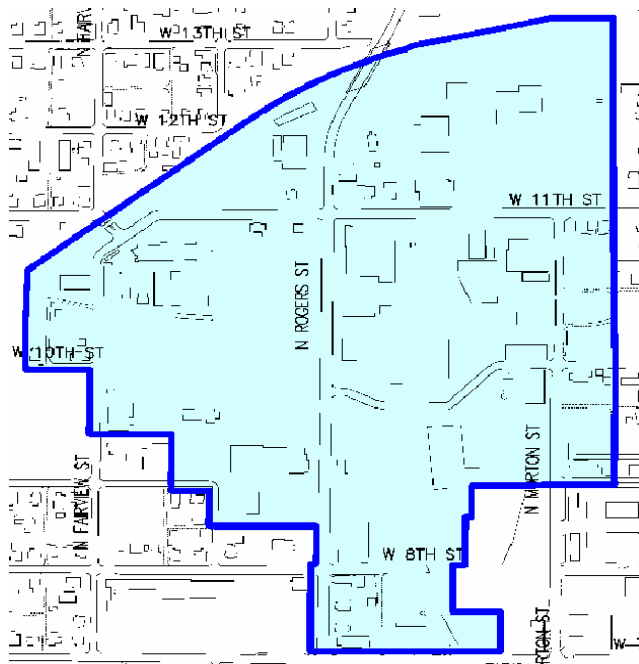
IDOC prepared what might be considered a standard or “form” contract for you to approve. A highlight of some its provisions are listed below and include:

- a description of the Park (See Exh A below);
- a covenant that the City will strive to ensure that new businesses in the Park engage in high technology activities and to report annually on those efforts;
- a commitment that the City will invest in high technology businesses (Exh C) and public facilities (See Exh B) in the Park;
- a requirement that the monies in the Fund be spent for public facilities (in accordance with statute);
- penalty, remedy, and indemnification clauses (that favor the State); and
- a requirement that the City make a good faith effort to provide and maintain a drug-free workplace within the Park.

Please note that Ron Walker has been assured that the agreement secures the designation for 15 years, but neither the agreement, nor statute includes that language.

Exh A - Boundaries of the Park

The Park encompasses 66 acres and is described in Exh A, which includes a larger version of the following map:



Exh B - Financial Commitments

The City of Bloomington agrees that it will or has already spent:

- \$7.6 million for CSX rail project (including \$5.4 million federal grant);
- \$10,000 for media conference room and operating costs associated with InVenture (a Business Incubator affiliated with the Small Business Development Center);
- \$50,000 for the Bloomington Economic Development Corporation for costs associated with implementing the Bloomington Life Sciences Partnership 2005 Strategic Plan;
- \$7,500 to the Franklin Initiative to establish a life science education and community-wide workforce development strategy; and

The agreement indicates that IU has already:

- provided an in-kind contribution to the Small Business Development Center and InVenture valued at \$50,000 annually; and
- made several one-time contributions totaling \$26,000 for a miscellaneous equipment and infrastructure currently available to InVenture tenants and Small Business Development Center staff

Exh C - Public Facilities

The City commits to:

- purchase the CSX rail right-of-way and construction of a bicycle and pedestrian trail with a City investment of \$2.2 which matches a federal grant of \$5.4 million for a total of \$7.6 million;
- the possible redevelopment of an existing building to provide space for a business incubator as well as laboratories and offices for life sciences and technology companies; and
- a possible parking facility to serve employment in the Certified Technology Park (Park).

**NOTICE AND AGENDA
BLOOMINGTON COMMON COUNCIL COMMITTEE OF THE WHOLE
7:30 P.M., WEDNESDAY, JANUARY 26, 2005
COUNCIL CHAMBERS
SHOWERS CENTER, 401 N. MORTON ST.**

Chair: Chris Gaal

1. Resolution 05-01 To Approve the Certified Technology Park Agreement Between the City, the Redevelopment Commission and the Indiana Department of Commerce

Asked to Attend: Ron Walker, Director of Economic Development

City of
Bloomington
Indiana

City Hall
401 N. Morton St.
Post Office Box 100
Bloomington, Indiana 47402



Office of the Common Council
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e-mail: council@bloomington.in.gov

To: Council Members
From: Council Office
Re: Calendar for the Week of January 24-28, 2005
Date: January 21, 2005

Monday, January 24, 2005

4:00 pm Council for Community Accessibility, McCloskey
5:00 pm Farmers' Market Advisory Council, Parks
5:00 pm Utilities Service Board, IU Research
5:30 pm Human Rights Commission, McCloskey

Tuesday, January 25, 2005

4:00 pm Board of Park Commissioners, Council Chambers
5:30 pm Board of Public Works, Council Chambers
5:30 pm Public Transportation Corporation, Public Transit Center, 130 W. Grimes

Wednesday, January 26, 2005

5:30 pm Traffic Commission, Council Chambers
6:30 pm Metropolitan Planning Organization, Citizen's Advisory Committee, McCloskey
7:30 pm Common Council, Committee of the Whole, Council Chambers

Thursday, January 27, 2005

10:30 am County Address Coordination, McCloskey
7:00 pm Environmental Commission, McCloskey

Friday, January 28, 2005

12:00 pm Economic Development Commission, Hooker Room

RESOLUTION 05-01

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

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

WHEREAS, the City of Bloomington (“City”) has filed an application to the Commerce Department to designate a certified technology park in downtown Bloomington to be known as the Bloomington Certified Technology Park (the “Park”), which application has received preliminary approval by the IDOC; and

WHEREAS, in order for the Park to receive full designation, it is necessary for IDOC and the City of Bloomington’s Redevelopment Commission and Common Council to enter into an agreement establishing the terms and conditions regarding the Park, and the attached Certified Technology Park Agreement has been submitted by IDOC to the City as its proposed terms and conditions; and

WHEREAS, IDOC advised the City that the size of the Park should be reduced, and the City has revised the Park’s boundaries as requested by IDOC, and the revised boundaries are shown on the map and legal description included in the attached Agreement as Exhibit A; and

WHEREAS, the proposed Park would serve a public purpose and be of benefit to the community by encouraging investment, job creation, and economic growth and diversity in the area;

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

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

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

ANDY RUFF, President
Bloomington Common Council

ATTEST:

REGINA MOORE, Clerk
City of Bloomington

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

REGINA MOORE, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2005.

MARK KRUZAN, Mayor
City of Bloomington

SYNOPSIS

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

Memorandum

To: City of Bloomington Common Council
From: Ron Walker, Director of Economic Development
Date: January 14, 2005
Regarding: Resolution 05-01
Certified Technology Park Agreement

On October 4, 2004 the Redevelopment Commission approved Resolution 04-25 which approved submitting an application to the Indiana Department of Commerce (IDOC) for designation of Certified Technology Park in downtown Bloomington. An application was submitted on October 8, 2004 and the application has since received preliminary approval from the IDOC.

In order for the Certified Technology Park to receive full designation it is required that the IDOC and the City of Bloomington's Common Council and Redevelopment Commission enter into an agreement establishing the terms and conditions regarding the park. The IDOC uses a standard agreement for each Certified Technology Park and the attached agreement is what was submitted by the IDOC as its proposed terms and conditions.

Prior to receiving IDOC's preliminary approval, I conducted a site-visit of the Certified Technology Park with an IDOC representative. Both Sonny Kirkley, CEO of Information in Place, Inc. (the anchor tenant in the park) and Brian Kleber, Executive Director of inVenture, (the technology business incubator), participated in the site visit. Besides discussing our qualifications, we provided a tour of inVenture, highlighted the work of Information in Place and walked most of the proposed park area. The IDOC representative expressed excitement about the opportunities that lay ahead for us and the high quality of work already being conducted within the proposed boundaries.

After walking through the entire proposed park area, the IDOC requested that we revise the boundaries to more adequately reflect the geographic area of current and potential technology activity and public investment. The result of the modification is that the area south of 7th Street to 3rd Street primarily between Rogers Street and Madison Street was excluded from the proposed park.

This revised park boundary reflects our original vision for the park and it meets the required criteria for designation, such as:

- Significant support from an institution of higher education
- The opportunity to take advantage of unique characteristics offered by the public and private resources available in the area
- The existence of a business incubator
- A firm commitment from at least one business primarily engaged in high technology activity to create jobs in the park

The agreement will secure the designation for 15 years, allowing the City of Bloomington to capture the incremental growth in gross retail taxes remitted by employers in the park and the incremental growth in income taxes paid by employees in the park. The agreement confirms the City's intention to focus on growing and attracting businesses engaged in high technology activities.

I plan to work with the Council in the future to create incentives and policies that encourage the growth of technology businesses within the park's boundaries. One such incentive would be designation of the Certified Technology Park as an Economic Revitalization Area (ERA) for tax abatement purposes. This ERA could be limited to property improvements for use by technology businesses. The City could also explore the opportunities for a special zoning overlay for technology activities.

I believe we should explore all opportunities to make the Certified Technology Park a great success for Bloomington and the region.

If approved by the Common Council, I will forward the signed agreement to the IDOC. Due to the upcoming transformation of the IDOC (it is expected to be dissolved and replaced by a new organization) we are hoping to obtain final approval as soon as possible to avoid any significant administrative delays that could be caused by the structural change happening at the state level.

05-04
**RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

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

WHEREAS, the City of Bloomington ("City") has filed an application to the Commerce Department to designate a certified technology park in downtown Bloomington to be known as the Bloomington Certified Technology Park (the "Park"), which application has received preliminary approval by the IDOC; and

WHEREAS, in order for the Park to receive full designation, it is necessary for IDOC and the City of Bloomington's Redevelopment Commission and Common Council to enter into an agreement establishing the terms and conditions regarding the Park, and the attached Certified Technology Park Agreement has been submitted by IDOC to the City as its proposed terms and conditions; and

WHEREAS, IDOC advised the City that the size of the Park should be reduced, and the City has revised the Park's boundaries as requested by IDOC, and the revised boundaries are shown on the map and legal description included in the attached Agreement as Exhibit A; and

WHEREAS, the proposed Park would serve a public purpose and be of benefit to the community by encouraging investment, job creation, and economic growth and diversity in the area;

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

1. The Redevelopment Commission hereby approves the Certified Technology Park Agreement attached hereto as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION



David Walter, President

ATTEST:



Mike Gentile, Secretary

11/14/05

Date

CERTIFIED TECHNOLOGY PARK AGREEMENT

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

1. PURPOSE OF AGREEMENT:

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

2. TERM OF AGREEMENT:

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

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

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

4. COVENANTS AND RESTRICTIONS:

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

- a. The city hereby covenants that the primary activity of businesses locating within the Certified Technology Park shall be high technology activities (as defined in IC 36-7-32-7).

- b. The Department, on an annual basis and before December 31st of each year, shall provide IDOC with a complete list of the employers in the Certified Technology Park, and the street names and the range of street numbers of each street in the Certified Technology Park.

5. FINANCIAL COMMITMENTS:

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

6. COMMITMENTS OF INSTITUTIONS OF HIGHER EDUCATION:

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

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

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

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

8. PRIMARY ACTIVITIES WITHIN THE TECHNOLOGY PARK:

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

9. CERTIFIED TECHNOLOGY PARK FUND

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

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

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

10. NONDISCRIMINATION:

INDY 1135261v1

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

11. NOTICE TO PARTIES:

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

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

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

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

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

12. AUTHORITY TO BIND:

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

13. AMENDMENT OF THIS AGREEMENT:

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

14. REMEDIES NOT IMPAIRED:

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

15. COMPLIANCE WITH LAWS:

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

16. GOVERNING LAWS:

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

17. ENTIRE AGREEMENT:

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

18. MAINTAINING A DRUG-FREE WORKPLACE:

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

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

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

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

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

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

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

19. INDEMNIFICATION:

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

20. PENALTIES/INTEREST/ATTORNEYS' FEES:

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

21. SEVERABILITY:

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

22. TERMS:

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

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

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

City of Bloomington

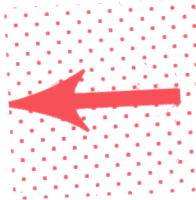
By Its: Bloomington Redevelopment Commission

By: David P. Walter

PRINTED: DAVID P. WALTER

Title: PRESIDENT

Dated: _____



COMMON COUNCIL

By: _____

PRINTED: _____

TITLE: _____

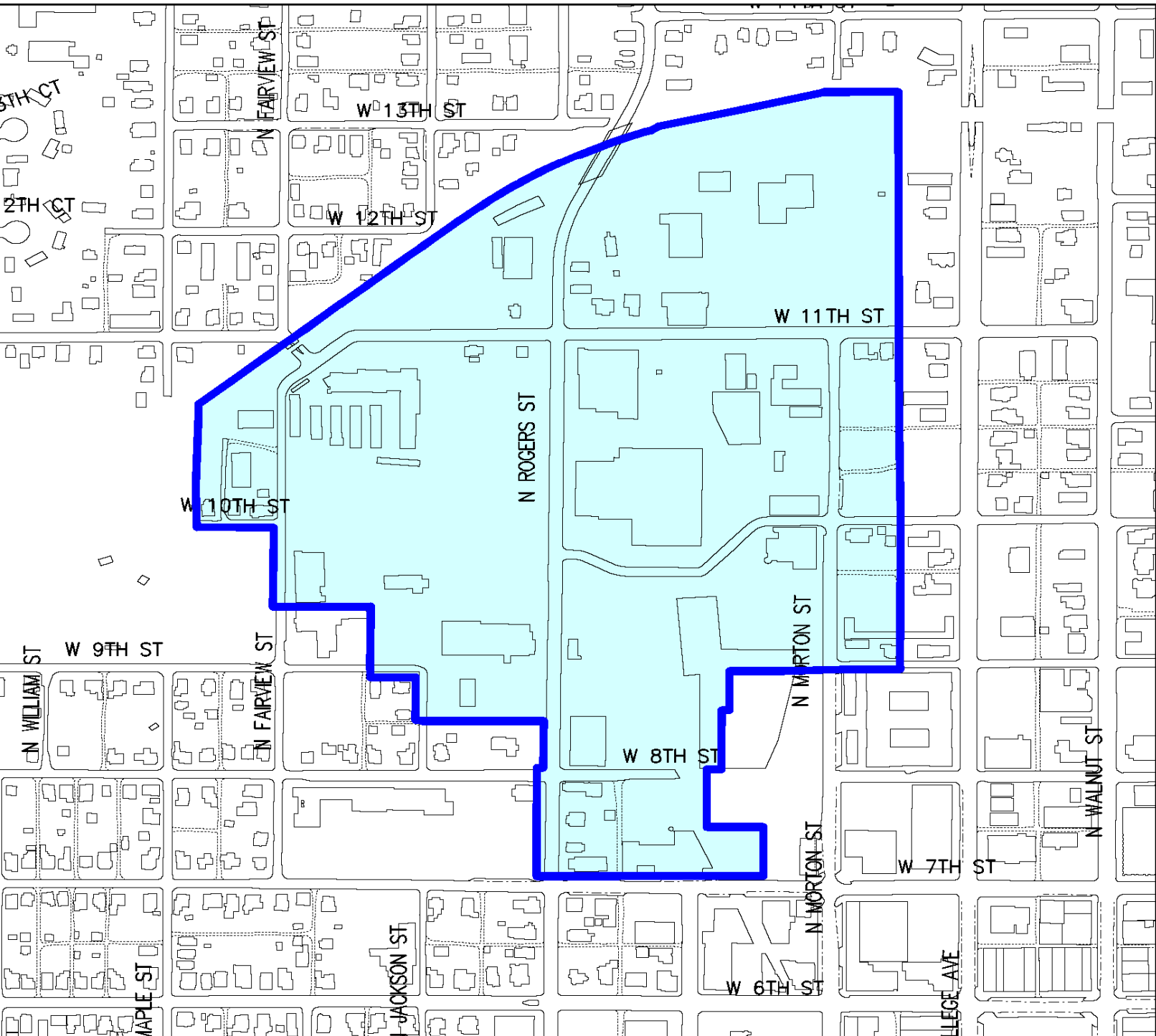
DATED: _____

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

BY: _____

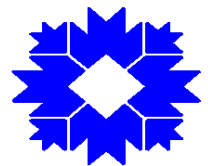
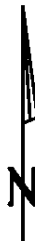
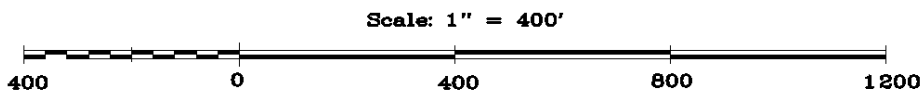
Tim Monger
Executive Directive

DATE: _____



Bloomington Certified Technology Park

City of Bloomington
Engineering Department



January 04, 2004

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

Geographic Information System

Exhibit A

LEGAL DESCRIPTION BLOOMINGTON CERTIFIED TECHNOLOGY PARK JOB #389

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

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

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

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



Jess A. Gwinn, RLS #9300019
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Revised December 31, 2004

Exhibit B

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

City of Bloomington

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

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

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

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

Indiana University

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

Exhibit C

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

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

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

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