

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
October 15, 2018
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –October 1, 2018 and Memorandum of Executive Session for October 1, 2018
- III. EXAMINATION OF CLAIMS** –October 5, 2018 for \$1,680,701.71
- IV. EXAMINATION OF PAYROLL REGISTERS**–September 28, 2018 for \$30,020.25
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. CTP Update Report
- VI. NEW BUSINESS**
 - A. Resolution 18-61: Approval of Funding for Due Diligence for IU Health Purchase Agreement
 - B. Resolution 18-63: Approval of Funding for Appraisals Within the TIF Districts
 - C. Resolution 18-64: Approval of Furniture Procurement Agreement for the Dimension Mill
 - D. Resolution 18-66: Approval of Dimension Mill Lease Agreement with DMI
 - E. Resolution 18-67: Approval of Garage Project Review Form
 - F. Resolution 18-68: Approval of Initial Resolution for Garage Bonds
 - G. Resolution 18-69 Approval of Contract with Bledsoe Riggert Cooper James for Trades District Plat Amendment
- VII. BUSINESS/GENERAL DISCUSSION**
- IX. 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.

Executive Session

The Redevelopment Commission of the City of Bloomington, Indiana, met on Monday, October 1, 2018, at 4:30 p.m. in the Showers City Hall, Kelly Conference Room, Suite 155, 401 North Morton Street.

Commissioners Present: Sue Sgambelluri, Eric Sandweiss, Donald Griffin, and David Walter.

Commissioners Absent: Kelly Smith and Mary Alice Rickert.

Staff Present: Doris Sims, Director, Housing and Neighborhood Development (HAND).

Others Present: Alex Crowley, Director, Economic & Sustainable Development; Jeff Underwood, Controller, and Larry Allen, Assistant City Attorney, City Legal Department.

The Commission discussed information in accordance with **Ind. Code § 5-14-1.5-6.1(b)(2)(D)**: the purchase or lease of real property by the governing body up to the time a contract or option to purchase or lease is executed by the parties.

No other matters were discussed.

The meeting adjourned at 5:00 p.m.

Donald Griffin, President

Mary Alice Rickert, Secretary

Date

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, October 1, 2018, at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, presiding.

I. ROLL CALL

Commissioners Present: Don Griffin, Sue Sgambelluri, David Walter, and Eric Sandweiss,

Commissioners Absent: Mary Alice Rickert and Kelly Smith

Staff Present: Doris Sims, Director, Housing and Neighborhood Development; Christina Finley, Financial Specialist, Housing and Neighborhood Development; Bob Woolford, Program Manager, Housing and Neighborhood Development

Others Present: Mick Renneisen, Deputy Mayor; Jeff Underwood, City of Bloomington Controller; Alex Crowley, Director, Economic & Sustainable Development; Larry Allen, Attorney, City Legal Department; Carrie Walden, CE Solutions, Inc.; Neil Kopper, Interim Engineer, Planning & Transportation; Ryan Daily, Garage Manager, Public Works Department; Karen Valiquett, CORE Planning Strategies; Roy Aten, Senior Project Manager, Planning and Transportation; Talisha Coppock, Convention Center; Ron Walker, CFC Properties

- II. READING OF THE MINUTES** – David Walter moved to approve the August 20, 2018, minutes. Sue Sgambelluri seconded the motion. The board unanimously approved.
- III. EXAMINATION OF CLAIMS** – Eric Sandweiss moved to approve the claim register for September 21, 2018, for \$1,719,226.56. Sue Sgambelluri seconded the motion. The board unanimously approved.
- IV. EXAMINATION OF PAYROLL REGISTERS** – Sue Sgambelluri moved to approve the payroll register for September 14, 2018, for \$30,055.14. David Walter seconded the motion. The board unanimously approved.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A.** Director's Report. Doris Sims was available to answer questions.
 - B.** Legal Report. Larry Allen was available to answer questions.
 - C.** Treasurer's Report. Jeff Underwood was available to answer questions.
 - D.** CTP Update. Alex Crowley reported the opening of the Dimension Mill is set for October 31, 2018, and Dimension Mill Inc. will take over management at that time.
- VI. NEW BUSINESS**
- A.** Resolution 18-57: Approval of Physical Improvement Funding Agreement for Bloomington Housing Authority.
 - B.** Resolution 18-58: Approval of Physical Improvement Funding Agreement for LifeDesigns.
 - C.** Resolution 18-59: Approval of Physical Improvement Funding Agreement for Centerstone.
 - D.** Resolution 18-60: Approval of Physical Improvement Funding Agreement for Boys & Girls Club.

Resolution 18-57, 18-58, 18-59, and 18-60 approves the funding agreements for projects that received funding under the 2018 allocation of CDBG funds that the RDC Commission approved earlier this year.

David Walter moved to approve Resolutions 18-57, 18-58, 18-59, and 18-60. Sue Sgambelluri seconded the motion. The board unanimously approved.

- E. Resolution 18-62: Approval of Funding for Construction Inspection of 2nd and Bloomfield Multimodal Safety Improvements. Roy Aten stated this project is federally funded and therefore, INDOT requires a construction inspection. Aten said staff has negotiated a contract with HWC Engineering for inspection of the multimodal improvements for an amount not to exceed \$173,407.40.

David Walter moved to approve Resolution 18-62. Eric Sandweiss seconded the motion. The board unanimously approved.

- F. Resolution 18-65: Approval of Amendment to Resolution 17-79 (Community Development Block Grant Agreement with Monroe County Community School Corporation). Bob Woolford stated this is a 2017 CDBG allocation. Originally the MCCSC submitted an application asking for \$50,000; they were awarded \$25,000 later that year. However, the RDC later increased their funding to the requested \$50,000. Woolford said after the bid opening the cost of the project increased to \$57,000, which does not cover the design cost. Staff is asking to increase their funding level by \$15,000 to a total of \$65,000.

David Walter moved to approve resolution 18-65. Sue Sgambelluri seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

Jeff Underwood reported touring the Fourth Street Garage with Mayor John Hamilton, Ryan Daily, Parking Garage Manager, CE Solutions, and CORE Planning Strategies to determine the state of the structure. Underwood presented a short fiscal analysis he put together on the Fourth Street Garage.

Underwood said the current garage has 352 spaces and will cost \$1.8 million to extend the life of the garage for 5 more years. He said it is possible to have approximately 600 spaces in a new garage, at an estimated cost of \$14.4 million, plus demolition cost of \$750,000. The life expectancy of a new garage is 50 years and the life expectancy of the current garage with repairs, is no more than 15 years.

Crowley stated there is never a good time to take a garage out of service, and the city is very sensitive to the impact it will have on the community. Crowley stated at the last RDC meeting concerns were heard from one of the major permit holders. He said they were valid concerns, but there will be down time of the garage if either the garage is repaired or a new garage is constructed. Crowley believes the city has a good plan to distribute parking during the reconstruction period (18-24 months). It involves using other garages, land available across from the current garage on the south side of 3rd Street, and a few other solutions to absorb the permit holders and retail parking.

Underwood said that Mayor John Hamilton asked him to make a statement on his behalf. He said Hamilton has requested, and city staff agrees, that we continue to have a broader look at parking, parking needs, and other ways to bring people into the downtown area without creating the need for additional parking. Underwood said Hamilton is very receptive to

alternative forms of transportation and wants to encourage people to use transportation that doesn't create a need for greater parking.

Underwood stated that a parking manager position has been proposed in the city's budget. The parking manager will evaluate parking on the streets, garages, and surface lots and continue to investigate creative ways to reduce the need for parking over time.

Talisha Coppock, Executive Director of Downtown Bloomington Inc. (DBI), stated that DBI manages the Monroe Convention Center. Coppock said the Fourth Street Garage is an important project, and she is excited about the possibility of acquiring additional parking spaces downtown. In the spirit of corporation and partnership, Coppock said she wanted to assist with this project. A portion of the parking at the Convention Center is owned by the City of Bloomington and the RDC already, and she has had discussions about using a portion of those spaces for displaced Fourth Street parkers.

Ron Walker, Vice-President of CFC, said he hopes that downtown employment and diverse downtown housing will continue to grow, which is one reason to do this project now and not in the future. Walker said we also have solutions and spaces available to support displaced Fourth Street permit holders right now.

Walker stated that CFC is the largest holder of permits for the Fourth Street garage. The permits are for tenants that lease spaces downtown and do not include CFC employees. Walker said he has already had tenants ask to move out of the garage because they do not feel it is safe after reading the newspaper reports about the garage's condition. Walker said everyone is growing downtown, and CFC wants to make sure it can accommodate tenants in the future.

Sgambelluri stated the current garage has 352 parking spaces and asked how many spaces are available in the alternate sites. Crowley said there are not exact numbers for each site, but he believes there are enough spaces to meet the demand.

Walker said he supported the new garage project moving forward. Walker also will continue to support the project and communicate with his tenants.

Sandweiss asked if there have been discussions between the city and county that would allow city access to the county-owned spaces, and if so, he asked what the considerations were. Sandweiss also wanted to know if there will be associated costs with using county parking spaces. Deputy Mayor Mick Renneisen stated the city is currently working on an MOU with the county to work out those details, but costs had not been discussed so far.

Sue Sgambelluri asked how this project will affect any discussions regarding metered parking or rate increases, in the city. Renneisen said he there currently isn't any intention to make changes beyond the recent garage-rate increases for several years.

Sandweiss stated that we know there is a baseline need for 350 – 600 parking spaces, but she asked whether any report commissioned in the future would look beyond that immediate short term need. Underwood said the city commissioned a study by Desmond for parking needs. The City Council created a parking commission and did their own interviews, and the city and county are working together on projected parking needs in the city.

Underwood explained the process if we move forward with the new garages, which would require a bond issue: the RDC would approve a declaratory resolution, and after approval, City Council would need to approve with their own resolution. The council will introduce the resolution at a first meeting and approve at a second meeting. Once the council approves its

resolution, the matter would come back to the RDC as a confirmatory resolution, which would authorize staff to issue bonds.

VIII. ADJOURNMENT

Donald Griffin, President

Mary Alice Rickert, Secretary

Date

**18-61
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FUNDING FOR PHASE 1 ENVIRONMENTAL ASSESSMENT
OF THE IU HEALTH HOSPITAL SITE AT 2ND AND ROGERS**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) is authorized to fund redevelopment of areas within the Consolidated TIF, and
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) for a project to envision reuse of the Old Hospital Site (“Project”), an element of which Form authorized the City to negotiate terms of purchase for the Old Hospital Site; and
- WHEREAS, in Resolution 18-31, the RDC approved an agreement to purchase the Old Hospital Site; and
- WHEREAS, the City negotiated and retained the services of Ice Miller LLP to facilitate and manage the City’s due diligence required by the purchase agreement, and Ice Miller retained August Mack Environmental to complete the Phase I environmental review; and
- WHEREAS, the City and the RDC began its due diligence process with a Phase 1 environmental study on the Old Hospital Site, which was scheduled to be concluded on September 1, 2018, and
- WHEREAS, August Mack has concluded its Phase I review and recommended a Phase II, more in-depth, environmental study of the Old Hospital Site, which is scheduled to be concluded by October 31, 2018; and
- WHEREAS, the cost for the due diligence services incurred so far is \$15,200, as shown in the invoice attached to this Resolution as Exhibit A; and
- WHEREAS, Resolution 18-10 identified the Consolidated TIF as the source of funds for the Project; and
- WHEREAS, Staff and the City believe that continuing to retain the services of Ice Miller and August Mack Environmental are in the best interests of the project; and

WHEREAS, the RDC has available Consolidated TIF Funds to pay for the the due diligence services for the acquisition of the Old Hospital Site in accordance with the terms of the Agreement; and

WHEREAS, the City has brought the RDC an amended Form attached to this Resolution as Exhibit B; and

WHEREAS, it is in the public interest that the Agreement be undertaken and performed; and

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

1. The RDC reaffirms its support of the Project, as set forth in the Form, and reiterates that it serves the public's best interests.
2. The RDC finds that the aboved described expenditure is an appropriate use of Consolidated TIF funds.
3. The RDC hereby approves the payment of an amount not to exceed Fifteen Thousand Two Hundred Dollars (\$15,200) for the Phase 1 due diligence services.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date



317.916.8000 ▪ www.augustmack.com
1302 North Meridian Street, Suite 300 ▪ Indianapolis, Indiana 46202

Date: September 28, 2018
Project No: JS1349.710 &
JS1350.730
Invoice No: 728386

Mr. Brian C. Crist
Ice Miller LLP
One American Square, Suite 2900
Indianapolis, IN 46282
Brian.crist@icemiller.com

Phase I Environmental Site Assessment
Indiana University Hospital Campus
Parcels A, B, C, & D
Bloomington, Indiana

Building Evaluation
Kohr Administration Building
West 1st Street & South Rogers Street
Bloomington, Indiana

Professional Services:

Fees associated with August Mack's Authorized Proposal Number PS1603.710	\$8,000.00
Fees associated with August Mack's Authorized Proposal Number PS1698.730	
• Environmental Building Evaluation	\$3,700.00
• Property Condition Assessment	\$3,500.00
Final Invoice	\$15,200.00

TO PAY VIA ACH/WIRE SEE INSTRUCTIONS BELOW:
Bank Name: National Bank of Indianapolis
City/State: Indianapolis, IN
ABA#: 074006674
Account #: 1228808
Account Name: August Mack Environmental, Inc.
Please Reference Invoice Number
US Dollar Account Only

DUE UPON RECEIPT Monthly finance charge of 1 1/2 % will accrue after 30 days.



City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2nd and Rogers (“Hospital Site”)

Project Manager: Mick Renneisen; Jeff Underwood; Philippa Guthrie

Project Description:

Project will involve purchase of the Hospital Site at 2nd and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park

It is the Legal Department’s position that this project is a permissible use of Tax Increment under Indiana Code §36-7-14-39(b)(3).

Project Timeline:

Start Date: January 2018

End Date: December 31, 2021

Financial Information:

Estimated full cost of project:	\$6,700,200
Sources of funds:	
Consolidated TIF	\$6,700,200

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

Step	Description	Estimated Cost	Timeline
1	Urban Land Institute Consulting Contract	\$135,000	Services to be Completed by July 2018
2	Appraisals	\$50,000	2018-2020
3	Project Agreement with IU Health	\$6,500,000	2021
4.	Due Diligence with Environmental Assessment	Phase 1: \$15,200	Nov. 2018

TIF District: Consolidated TIF (Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

Resolution History: 18-13 Project Review and Approval Form
 18-17 Approval of Contract with Urban Land Institute
 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
18-61 Approval of Funding for Phase 1 Environmental Assessment

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

18-63
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF FUNDING FOR APPRAISALS FOR PROPERTY WITHIN THE
ALLOCATION AREAS FOR THE PURPOSE OF POSSIBLE ACQUISITION

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the “Consolidated Economic Development Area” (“Consolidated TIF”); and
- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) was created for the development and redevelopment of economic development areas that would benefit public welfare, which includes the use of tax increment from the Consolidated TIF in the acquisition of real property; and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, to serve the function of the RDC and in service to the Consolidated TIF, the RDC desires to explore acquisition of property within the Consolidated TIF; and
- WHEREAS, Indiana Code Sections 36-7-14-19, -19.5 require, in most circumstances, that the RDC obtain two independent appraisals of fair market value for the property; and
- WHEREAS, the total amount necessary to obtain the necessary appraisals of various parcels of property within the Consolidated TIF is estimated not to exceed \$50,000,
- WHEREAS, the RDC has available TIF and Bond funds to pay for the appraisals; and

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

1. The RDC hereby approves payments not to exceed a total \$50,000.00 from the Bond or TIF funds for appraisals for the acquisition of property within the Consolidated TIF.
2. Unless extended by the Redevelopment Commission in a resolution, the funding authorization provided under this Resolution shall expire on December 31, 2019.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**18-64
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF FUNDING FOR PROCUREMENT AND INSTALLATION OF
FURNITURE**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2011” (the “Bond”) to pay for the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”); and
- WHEREAS, on September 6, 2016, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC to develop the Dimension Mill as tech office space (“Project”); and
- WHEREAS, the RDC approved the Form in Resolution 16-55; and
- WHEREAS, in Resolution 18-41, the RDC approved an amendment to the contract with Blackline Studio to procure some furniture and fixtures for the Dimension Mill, and the City would provide the remaining furniture; and
- WHEREAS, the RDC approved an amount not to exceed \$224,905.28 for the procurement and installation of Mill furniture; and
- WHEREAS, upon evaluation of an amendment proposal from Blackline and its subcontractor Co-Effect, City Staff determined that it could work with Dimension Mill, Inc., the tenant of the Dimension Mill, and acquire the furniture at a significant cost saving; and
- WHEREAS, the City Staff believes it is in the best interest of the Project to rescind the offered amendment to Blackline; and
- WHEREAS, the City has determined that it may, in coordination with DMI, procure and install the furniture and fixtures at a significant cost savings, which is shown in Exhibit A; and
- WHEREAS, the city is asking the RDC to enable it to procure and install the furniture for an amount not to exceed the originally authorized \$224,905.28 (“Services”); and

WHEREAS, there are both sufficient Bond funds and TIF funds to pay for the Additional Services.

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

1. The RDC hereby rescinds the Third Addendum to Blackline's design contract that was authorized in Resolution 18-41.
2. The RDC reaffirms that the Services are an appropriate use of the Bond and TIF and finds that the Services serves the public's best interests.
3. The RDC approves funding for an amount not to exceed \$224,905.28 from the Bond or TIF funds for the Services.
4. City Staff shall attach any and all service and purchase agreements entered into pursuant to this authorization to this Resolution and present such agreements to the RDC upon completion of the Services.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**Redevelopment Commission Resolution 18-64
Exhibit A**

Suggested Vendor and Item		Substituted Vendor and Item		QTY	Unit Cost	Additional Costs	Total
Business Furniture Indianapolis 800-774-5544 (Samantha)	Classroom Chair high back Steelcase Node midnight 480130F			30	\$241.30		\$7,239.00
Business Furniture Indianapolis 800-774-5544 (Samantha)	Assembly and Installation			1		\$475.00	\$475.00
CB2 Various Locations 800-606-6252	Forte Channeled Leather Leather Sofa (Saddle) SKU 541634	No Sub	No Sub	1	\$2,799.00		\$2,799.00
Modernica Los Angeles 323-933-0383 Kerri or Athena	Case Study Side Shell Dowell, maple/chrome wire Chair Nantucket Blue			10	\$395.00		\$3,950.00
Modernica Los Angeles 323-933-0383 Kerri or Athena	Case Study (Eames) Side Shell Dowell, maple/chrome wire Chair Ghost Gray			16	\$395.00		\$6,320.00
Modernica Los Angeles 323-933-0383 Kerri or Athena	Case Study (Eames) Side Shell Dowell, maple/chrome wire Chair Lemon Yellow			12	\$395.00		\$4,740.00
Modernica Los Angeles 323-933-0383 Kerri or Athena	Case Study Upholstered Arm Shell Rocker Chair Gray			2	\$665.00		\$1,330.00
Modernica Los Angeles 323-933-0383 Kerri or Athena	20% Discount			1		-\$5,524.00	-\$5,524.00
Modernica Los Angeles 323-933-0383 Kerri or Athena	Rush Fee			1		\$5,524.00	\$5,524.00
Modernica Los Angeles 323-933-0383 Kerri or Athena	Freight and White Glove Delivery		Freight	1		\$5,000.00	\$5,000.00
Modernica Los Angeles 323-933-0383 Kerri or Athena	Case Study Upholstered Side Shell Rolling Chair Black and Gray			18	\$620.00		\$11,160.00

**Redevelopment Commission Resolution 18-64
Exhibit A**

Office 360 Indianapolis 317-378-8634 (Steph)	Task Chairs Mid-back Charcoal- HON HSLVTMR			40	\$230.56		\$9,222.40
Office 360 Indianapolis 317-378-8634 (Steph)	Task Chair Stool Mid-back Tectonic Charcoal HON HSLVSMR			4	\$247.87		\$991.48
Office 360 Indianapolis 317-378-8634 (Steph)	Classroom Table HON 24"x60" white top, black legs HON HMVR-2460G- FX			16	\$344.66		\$5,514.56
Office 360 Indianapolis 317-378-8634 (Steph)	Assembly and Installation			1	\$560.00		\$560.00
Poppin New York 888-676- 7746 Alyssa or Shatala	Loft Single Desk, White, 72", White Legs (Standing Desk) 105405			4	\$1,099.00		\$4,396.00
Poppin New York 888-676- 7746 Alyssa or Shatala	Tucker Side Table, 25" 105281			12	\$229.00		\$2,748.00
Poppin New York 888-676- 7746 Alyssa or Shatala	White + Light Gray Slim Stow 3-Drawer Rolling File Cabinet 104743			20	\$259.00		\$5,180.00
Poppin New York 888-676- 7746 Alyssa or Shatala	QT Privacy Lounge Chair Dark Blue 104839			3	\$1,499.00		\$4,497.00
Poppin New York 888-676- 7746 Alyssa or Shatala	5% Discount			1		-\$841.05	-\$841.05
Poppin New York 888-676- 7746 Alyssa or Shatala	Freight and White Glove Delivery		Freight	1		\$2,523.15	\$2,523.15
Schoolhouse Electric (Arial) Portland, OR 800-630-7113	Sidnie Table Lamp Natural Brass			9	\$399.00		\$3,591.00
Schoolhouse Electric Portland, OR 800-630-7113	Freight (10% order)		Freight	1		\$359.10	\$359.10
West Elm New York 888-837- 4888	Plateau 68" Armless Sofa - Performance Velvet	Wayfair Boston 866-263-8325	Valmy Loveseat Peacock Blue LGYT1164	12	\$365.99		\$4,391.88

**Redevelopment Commission Resolution 18-64
Exhibit A**

Zesco Indianapolis 317-269-9300x4 (Mike)	Reach-In Refrigerator True Manuf. S Steel T-49-HC			1	\$3,378.82		\$3,378.82
Zesco Indianapolis 317-269-9300x4 (Mike)	Work Table, S Steel Top Advance Tabco KLG-306			1	\$855.65		\$855.65
Zesco Indianapolis 317-269-9300x4 (Mike)	Dishwasher, Under counter & Access Stainless CMA-180UC			1	\$4,998.44		\$4,998.44
Zesco Indianapolis 317-269-9300x4 (Mike)	Glass Rack Dolly - Carlisle Blue C223614			1	\$99.65		\$99.65
Zesco Indianapolis 317-269-9300x4 (Mike)	Microwave Oven - Amana-S Steel RCS10TS			1	\$482.91		\$482.91
Zesco Indianapolis 317-269-9300x4 (Mike)	Coffee Brewer Stainless Steel BUNN 111D085			2	\$623.76		\$1,247.52
Zesco Indianapolis 317-269-9300x4 (Mike)	Airports Coffee Pots 009D083			4	\$40.97		\$163.88
Zesco Indianapolis 317-269-9300x4 (Mike)	Coffee Grinder G1HD Black 1 lb. Hopper BUNN S00006101			1	\$785.12		\$785.12
Zesco Indianapolis 317-269-9300x4 (Mike)	Work Table 36" Wx24" D, 14 gauge SS top and legs Advance Tabco 12D141-5BS			1	\$659.43		\$659.43
Zesco Indianapolis 317-269-9300x4 (Mike)	Installation Fee			1	\$289.90		\$289.90
Zesco Indianapolis 317-269-9300x4 (Mike)	Freight			1		\$550.00	\$550.00
Hayneedle Omaha, NE 866-912-9217 x 14607 Stanton	Commercial Seating, Milan, Polycarbonate, Stackable Outdoor Patio Dining Chair Black - COMM045-1			20	\$63.35		\$1,267.00

**Redevelopment Commission Resolution 18-64
Exhibit A**

Hayneedle Omaha, NE 866-912-9217 x 14607 Stanton	Outdoor Tables Black- FLSH1942-1			12	\$47.52		\$570.24
Blue Dot Minneapolis, MN 844-425- 8368 x4	Free Range Coffee Table White Marble/Walnut Legs FR1- RNDCCFF-MB	Office 360		1	\$705.00		\$705.00
Blue Dot Minneapolis, MN 844-425- 8368 x4	Note Side Table Black	Office 360		2	\$263.82		\$527.64
Blue Dot Minneapolis, MN 844-425- 8368 x4	Perimeter Floor Lamp Black PE1- FLRBLK-BK	Office 360		2	\$440.29		\$880.58
Blue Dot Minneapolis, MN 844-425- 8368 x4	Freight (7% order)	Office 360	Freight	1		\$313.93	\$313.93
Industry West Jacksonville, FL 800-382-9303	Capo Chair Liberty Green IW- 0000159125	Office 360	Article Ceni Chair Volcanic Gray SKU 23A	4	\$680.68		\$2,722.72
Industry West Jacksonville, FL 800-382-9303	McQueen Sofa B-7191-3-black	Office 360	Article Sven Sofa Oxford Black/Dark Brown SKU 312G	1	\$1,930.68		\$1,930.68
Industry West Jacksonville, FL 800-382-9303	McQueen Club Chair B-7191-1- BLACK	Office 360	Article Nord Chair Charme Black/Chrome SKU 502A	4	\$1,021.59		\$4,086.36
			Freight	1		\$69.00	\$69.00
Industry West Jacksonville, FL 800-382-9303	Parquette Dining Table Large (110x39. 5x30) Natural Antique IW- PARQUETTE- W280-NA	Office 360	CB2 Dylan Dining Table Wood Plank/Graphit e 36x104 SKU 10308	1	\$1,351.31		\$1,351.31
			Freight	1		\$339.00	\$339.00
Industry West Jacksonville, FL 800-382-9303	Stella Dining Table 78.7x39.5(w) x29.5(t) Natural Oak IW- 0000150648	Office 360		3	\$671.31		\$2,013.93

**Redevelopment Commission Resolution 18-64
Exhibit A**

Industry West Jacksonville, FL 800-382-9303	Catch Coffee Table Natural Oak IW- CATCHCT-51- WOAK-NATL	Office 360	Pi Coffee Table Walnut/Black PI1-COFFEE-WL	1	\$709.94		\$709.94
Industry West Jacksonville, FL 800-382-9303	Prouve Bar Stool Gunmetal w/Oak MS-900-H75- GUNMETAL/ OAK	Office 360		10	\$193.18		\$1,931.80
			Freight	1		\$553.00	\$553.00
Indy Urban Hardwood Indianapolis 317-432-3745 (Brian)	Library - 74" x24"x1.5"			20	\$600.00		\$12,000.00
Indy Urban Hardwood Indianapolis 317-432-3745 (Brian)	Private Work - 74"x24"x1.5"			20	\$600.00		\$12,000.00
Indy Urban Hardwood Indianapolis 317-432-3745 (Brian)	Cafe Tops - 30" diameter x 1/5"			12	\$500.00		\$6,000.00
Indy Urban Hardwood Indianapolis 317-432-3745 (Brian)	Sliding Panel Door - 88" x 38" x 1.25"			8	\$1,000.00		\$8,000.00
Indy Urban Hardwood Indianapolis 317-432-3745 (Brian)	Pickup Lumber			1		\$400.00	\$400.00
Indy Urban Hardwood Indianapolis 317-432-3745 (Brian)	Mill Lumber			1		\$1,500.00	\$1,500.00
West Elm New York 888-837- 4888	Tripod cafe table 30" diameter x 30" tall-Walnut 17082	Office 360		12	\$246.10		\$2,953.20
			Freight	1		\$348.80	\$348.80
Schoolhouse Electric (Arial) Portland, OR 800-630-7113	Sidnie Table Lamp Natural Brass			13	\$399.00		\$5,187.00
Schoolhouse Electric Portland, OR 800-630-7113	Freight (10% order)			1		\$518.70	\$518.70
Installation Costs for All items purchased through Office 360							\$840.00









**Redevelopment Commission Resolution 18-64
Exhibit A**









Webstrauant Store 717-392-7472	Table Bases for booths (black) 163TB6001 MFR #:TB-6001		Freight	8	\$71.73	\$97.60	\$671.44
Zesco Indianapolis 317-269-9300x4 (Mike)	True Reach-in Cafe Refridgerator T-49-2-G-2-HC~FGD01		Freight	1	\$4,182.77	\$399.00	\$4,581.77
				Grand Total			\$174,630.88

THE DIMENSION MILL










FURNITURE AND FIXTURE PACKAGE - COMPREHENSIVE LIST COMBINED - FINAL 07/12/18

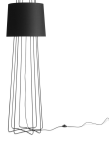


Type Mark	Image	Location	Description	Product Specs	Manufacturer	Purchaser	Quantity	Unit Cost	Extended Cost	Estimated Lead Time
MILL UPPER LEVEL										
CH1		Open Work, Dedicated Work	task chair for extended work seating	Hon Solve mid-back task chair with Reactive back, charcoal	https://www.hon.com/c-hairs/solve/hslvtmr	C of B Procurement	40	\$275.00	\$11,000.00	
CH2		Meeting 205a, 205b, 211, podcast 208	meeting room task chair	Modernica Case Study upholstered side shell rolling,	https://modernica.net/shop/case-study-r-side-shell-rolling-upholstered	Designer	18	\$620.00	\$11,160.00	
CH3		Open Work 204	counter height task chair	Hon Solve stool with Reactive back,	https://www.hon.com/c-hairs/solve/hslvsmr	C of B Procurement	4	\$275.00	\$1,100.00	
CH4		Classroom 202	classroom chair	Steelcase Node Chair, five star base, color midnight gray	http://www.hightoweraccess.com/product/continental-sofa/	C of B Procurement	30	\$268.00	\$8,040.00	
CH5		Phone 223, 224, 225, Writable Wall	shell chair 1	Modernica Case Study (Eames) Side Shell Dowel, maple/chrome wire, color nantucket blue	https://modernica.net/shop/case-study-r-side-shell-dowel	Designer	10	\$385.00	\$3,850.00	
CH6		Café 233	shell chair 2	Modernica Case Study (Eames) Side Shell Dowel, maple/chrome wire, color ghost gray	https://modernica.net/shop/case-study-r-side-shell-dowel	Designer	16	\$385.00	\$6,160.00	
CH7		Open Work 204	shell chair 3	Modernica Case Study (Eames) Side Shell Dowel, maple/chrome wire, color meyer lemon yellow	https://modernica.net/shop/case-study-r-side-shell-dowel	Designer	12	\$385.00	\$4,620.00	
CH8		Café 233	café barstool	Industry West Prouve Bar Stool, gunmetal with oak		Designer	10	\$200.00	\$2,000.00	

Type Mark	Image	Location	Description	Product Specs	Manufacturer	Purchaser	Quantity	Unit Cost	Extended Cost	Estimated Lead Time
CH9		Deck 240 outdoors	outdoor chair	Lobello 4L chair		Designer	20	\$200.00	\$4,000.00	
CH10		Lactation 236	rocking chair	Modernica case study upholstered arm shell rocker, white/fedora light gray, blacktrim, maple wood		Designer	2	\$598.00	\$1,196.00	
SS1		open work 204	armless bench seat	West Elm Plateau 68" armless sofa, lagoon performance velvet		Designer	12	\$999.00	\$11,988.00	
SS2		collaboration 226	large sofa	CB2 Forte channeled saddle leather sofa		Designer	1	\$2,799.00	\$2,799.00	
SS3		collaboration 226	lounge chairs	Industry West Capo Chair, liberty green		Designer	4	\$650.00	\$2,600.00	
SS4		meeting 206	lounge sofa	Industry West McQueen Club Chair black		Designer	1	\$1,750.00	\$1,750.00	
SS5		Meeting 206	lounge chairs	Industry West McQueen Club Chair		Designer	4	\$850.00	\$3,400.00	
SS6		Reception Lounge 201A	lounge privacy chair	Poppin QT lounge privacy chair, dark blue, 38"w x 31" l		Designer	3	\$1,499.00	\$4,497.00	
SS7		Reception Lounge 201A	120" x 12" x 2.5" reclaimed timber bench, 4 pairs hairpin bench legs	custom fabrication	Indy Urban Hardwood / Co+Effect	Indy Urban Hardwood	1	\$2,500.00	\$2,500.00	

Type Mark	Image	Location	Description	Product Specs	Manufacturer	Purchaser	Quantity	Unit Cost	Extended Cost	Estimated Lead Time
TB1		Open Work 204	café style work table 30"	West Elm	West Elm 30" dia x 30" Tall walnut tripod café table	Designer	12	\$249.00	\$2,988.00	
TB2		Open work 204 / Dedicated work 227	2'x6' top milled from salvage beams		Indy Urban Hardwood	Indy Urban Hardwood	36	\$0.00	\$0.00	
TB3		Dedicated Work 227	Poppin 'loft' Dedicated work adjustable / standing desk 72"l x 25"w x 25-20.5"h, white	Poppin	poppin.com	Designer	4	\$1,099.00	\$4,396.00	
TB4		Open Work 204	Booth table, 32x60, milled from salvage wood		Indy Urban Hardwood	Indy Urban Hardwood	4	\$0.00	\$0.00	
TB5		Open Work 204	Custom Fabrication bar height community table, 120x48		Indy Urban Hardwood	Indy Urban Hardwood	1	\$0.00	\$0.00	
TB6	 	Meeting 211 Conference	conference table 110x39"	Industry West Parquette Dining Table Large, 110x39.5x30	industrywest.com	Designer	1	\$2,200.00	\$2,200.00	
TB7		Meeting 205A-b, Podcast Studio 208	conference table 78x39"	industry West Stella dining table, 78.7x39.5wx29.5t, natural oak	industrywest.com	Designer	3	\$695.00	\$2,085.00	
TB8		collaboration 226	coffee table 34" dia	Blu Dot Free Range coffee table		Designer	1	\$799.00	\$799.00	
TB9a		Meeting 206	side table / laptop table	Blue Dot Note side table, 22"t x 16"d	bludot.com	Designer	2	\$299.00	\$598.00	

Type Mark	Image	Location	Description	Product Specs	Manufacturer	Purchaser	Quantity	Unit Cost	Extended Cost	Estimated Lead Time
TB9b		Reception Lounge 201A, Collaboration 226	side table / laptop table	Poppin Tucker tall side table white	poppin.com	Designer	9	\$229.00	\$2,061.00	
TB10		Meeting 206		Industry West Catch coffee table		Designer	1	\$735.00	\$735.00	
TB11		Café 233	Outdoor table 31.5"	Lebello Simple T round, alt Blu Dot Skiff	lebello.com	Designer	4	\$899.00	\$3,596.00	
TB12		deck 240 (outdoors)	outdoor table 23.6"	Lebello Simple T round, alt Blu Dot Skiff	lebello.com	Designer	8	\$899.00	\$7,192.00	
TB13		Classroom 202	classroom table	Hon Motivate HMVR-2460G-FX, 24"x60" classroom table, white top, black legs		C of B Procurement	16	\$876.00	\$14,016.00	
F1		dedicated work 227	mobile pedestal filing cabinet	Poppin Slim Stow 3-drawer file rolling cabinet, white/gray, 12.5wx20dx24"	poppin.com	C of B Procurement	20	\$259.00	\$5,180.00	
F2		Open work 204	booth sliding door panel		Indy Urban Hardwood	Indy Urban Hardwood	8	\$0.00	\$0.00	
F3		Reception 201	Pivoting Reception desk		Indy Urban Hardwood	Indy Urban Hardwood	1	\$0.00	\$0.00	
LA1		Open Work 204	Library Lamp	Schoolhouse Electric Sidnie lamp brass	schoolhouse.com	Designer	22	\$399.00	\$8,778.00	

Type Mark	Image	Location	Description	Product Specs	Manufacturer	Purchaser	Quantity	Unit Cost	Extended Cost	Estimated Lead Time
IA1A		LA1 lamp modifications for short plug	Library lamp			Designer	22	\$10.00	\$220.00	
IA2		Meeting 206	floor lamp	Blue Dot Perimeter floor lamp	bludot.com	Designer	2	\$499.00	\$998.00	
KE1		Café 233	Refrigerator	True Cooler TS-49-2-G-2	True Cooler / Prima Supply	Designer	1	\$4,200.00	\$4,200.00	
KE2		Café 233	Coffee Brewers	Bunn Single CWTF20 Airpot coffee brewer + additional thermal pot		Designer	1	\$750.00	\$750.00	
KE3		Hallway 234	K-Cup Brewer, trash can, accessories			Designer	1	\$350.00	\$350.00	
ACC1		café 233	potted succulents, bar towels, utensils, basic accessories, basic mugs, trash receptacles			Designer	1	\$700.00	\$700.00	
ACC2		open work 204, meeting 206, collaboration 226, meeting rooms	lounge pillows, dry erase containers & accessories			Designer	1	\$500.00	\$500.00	
ACC3			Stiga Synergy portable table tennis			Designer	1	\$400.00	\$400.00	
ACC4			Light bulbs for library lamps			Designer	1	\$70.00	\$70.00	

Type Mark	Image	Location	Description	Product Specs	Manufacturer	Purchaser	Quantity	Unit Cost	Extended Cost	Estimated Lead Time
ACC5			Misc coat hooks, shower room accessories			Designer	1	\$500.00	\$500.00	

Product Total	\$145,972.00
Sales Tax (7%) \$	10,218.04
Estimated Freight (5%) \$	7,298.60
Procurement - build & install (12%) \$	17,516.64
SubTotal:	\$181,005.28

GENERAL NOTES

1. Freight shown is based on 5% of total product cost. Upon final specification, official freight quote estimates will be listed by manufacturer/supplier.
2. Unit costs shown are approximate List and/or Retail prices.
3. Lead time, if shown is approximate until order placement.
4. FFE fees may be included in additon to estimates shown, based on division of work. Refer to specific contracts for work.

Approvals	Employee: _____	Date Submitted: _____
	Authorized by: _____	Date Approved: _____



**Indy Urban
Hardwood Co.**
EST. 2017

Indy Urban Hardwood

Brian Presnell
1125 E Brookside ave ste C23
Indianapolis IN 46202
317-432-3745 indyurbanhardwood@gmail.com

Invoice # fab082018

Invoice

Customer Blackline Architects **Date** 7/10/18

Name Craig McCormick
Address 1043 Virginia ave
City, St, Zip Indpls IN 46203
Phone

Payment
Rep

Inventory # **Description** **Price** **Dct Amt** **Net Price**

	Quote for Reclaimed lumber processing and Table fabrication			\$ -
				\$ -
	aquire timber in Bloomington IN	\$ 400.00		\$ 400.00
	mill timber to table dimension of 2" thick 3000 board feet			\$ -
	discount to .50 per board foot	\$ 1,500.00		\$ 1,500.00
				\$ -
	20 - 74" x 24" x 1 1/2" (library) \$600 ea.	\$ 12,000.00		\$ 12,000.00
	20 - 74" x 24" x 1 1/2" (private work) \$600 ea.	\$ 12,000.00		\$ 12,000.00
	12 - 30" dia. X 1 1/2" (cafe tops)\$500 ea.	\$ 6,000.00		\$ 6,000.00
	8 - 88" x 38" x 1 1/4" (sliding panel door)	\$ 8,000.00		\$ 8,000.00
	10'5" x 48" statement table.	\$ 4,000.00		\$ 4,000.00
				\$ -
				\$ -
	all finished in bona HD traffic extra matte			\$ -
				\$ -
	3000 board feet of heart pine at 2" thick could be worth \$7 a			\$ -
	board foot with 3000 feet of reclaimed wood you save			\$ -
	\$21,000			\$ -
				\$ -
	Deposit of 50% to begin			\$ -
	final payment upon delivery			\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

A late fee of 1 1/2% interest per month (18% per annum) may be assessed for all amounts owed past 30 days from the date of invoice.

Sub Total	\$ 43,900.00
S & H	
Tax	
Total	\$ 43,900.00
Deposit	
Balance	\$ 43,900.00

18-66
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF LEASE AGREEMENT FOR THE DIMENSION MILL
WITH DIMENSION MILL, INC.

- WHEREAS, pursuant to Indiana Code 36-7-32, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created a certified tech park in Downtown Bloomington and established the required certified tech park fund (“CTP Fund”); and
- WHEREAS, the RDC purchased approximately 12 acres of property, including the Showers Dimension Mill at 642 North Madison Street within the certified technology park (the “Trades District”); and
- WHEREAS, the CTP Master Plan identified adaptive reuse of the Dimension Mill, 642 N. Madison Street, for technology office space as one community objective; and
- WHEREAS, the RDC, in Resolution 17-60, entered into a contract with Patrick M. East to provide operational planning services for activation of the Mill upon its completion; and
- WHEREAS, as part of his activities, Mr. East has helped launch the 501(c)(3) organization, Dimension Mill, Inc. (DMI), which seeks to operate within the Mill to create jobs, launch and accelerate new and existing companies, and build infrastructure to support technology and innovation entrepreneurs; and
- WHEREAS, the renovation and adaptive reuse project for the Dimension Mill is nearing its completion; and
- WHEREAS, Staff as negotiated a lease agreement with DMI, which would permit DMI to occupy and use the Dimension Mill; and
- WHEREAS, a copy of the Lease Agreement is attached to this Resolution as Exhibit A.

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

1. The Lease Agreement with DMI that is attached to this Resolution as Exhibit A is approved. The President of the Redevelopment Commission, Don Griffin, is authorized to sign the Lease Agreement on behalf of the RDC.
2. Payments received from this Agreement shall be deposited into the RDC's 444 account.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

MILL LEASE AGREEMENT

THIS MILL LEASE AGREEMENT is entered into by the City of Bloomington, Indiana (“City”) and Redevelopment Commission of the City of Bloomington, Indiana (“RDC” or “Landlord”), and Dimension Mill, Inc., a 501(c)(3) nonprofit corporation duly formed under Indiana law (the “DMI” or “Tenant”), and in consideration of their mutual undertakings, the parties agree as follows:

RECITALS

WHEREAS, the City of Bloomington, by its Redevelopment Commission, owns and has formed an area referred to as the “Trades District” in Bloomington, Indiana, which District is dedicated to economic and business development, including entrepreneurship and start-up businesses; and

WHEREAS, the Showers Dimension Mill (the “Mill”) is an historic building located at 642 N. Madison Street within the boundaries of the Trades District, which property is owned by the RDC and is being renovated by the City of Bloomington as co-working space, business incubator and event venue; and

WHEREAS, Dimension Mill, Inc. was formed as a nonprofit corporation under Indiana law on September 11, 2017, and obtained its 501(c)(3) tax exempt authorization, with an express purpose to promote educational, development, and training opportunities, as well as opportunities for participants on the subjects of entrepreneurship, business, finance, marketing, branding, and related topics. The Corporation aims to foster community and economic development, growth and stability in and around the region that will address workforce development and educational needs of the region through, *inter alia*, promoting entrepreneurship, co-work and shared work spaces for business development and collaboration, mentorship, and other related initiatives.

WHEREAS, the City and the RDC have determined that it is in the public interest to partner with and lease the Mill to DMI for a term commencing on October 31, 2018, with the intent to continue the parties’ successful partnership into the future; and

WHEREAS, the RDC desires to lease the Mill to DMI to carry out its nonprofit corporate purposes and to occupy and manage the Mill to promote economic development goals of the RDC and the City and DMI desires to do the same.

Now, therefore, in exchange for the mutual and reciprocal covenants of the parties, it is AGREED:

ARTICLE I
LEASE AND PREMISES

Section 1.01 Lease and Description. Landlord demises and leases to Tenant and Tenant leases from Landlord the Real Estate located at the common address of 642 N. Madison Street, Bloomington, Monroe County, Indiana, consisting of the Dimension Mill Building and other improvements located thereon, and all appurtenances thereto (all being referred to herein as the "Premises") and described on Exhibit "A," attached hereto and by reference attached hereto.

ARTICLE II
TERM AND OPTION TO RENEW

Section 2.01 Term. Except as otherwise provided by this Agreement, the initial term of this Lease ("Initial Term") shall be commence November 1, 2018, ("Commencement Date") and shall terminate on December 31, 2023, except as otherwise provided herein.

Section 2.02 Renewal Options. Provided Tenant is not in default at the time of the expiration of the Initial Term or a subsequent first renewal term, Tenant shall have two (2) successive options to renew the Lease Agreement, for a period of five (5) years for each renewal period. Tenant shall provide Landlord with prior written notice not less than ninety (90) days of such intention to exercise a renewal option. The rental rate for such renewal periods shall be as provided in Article III, below.

ARTICLE III

RENT

Section 3.01 Annual Rent. Tenant's obligation to pay rent shall commence on January 1, 2019. Rent to be paid during the lease term shall be paid by Tenant to the Landlord in the amounts set forth in Section 3.02, due and payable, in advance, on December 31st of each calendar year. All payments shall be due and payable without demand or notice and without relief from valuation and appraisal laws.

Section 3.02 Rent Adjustments. The annual rent paid by Tenant to Landlord shall be due December 31st of each calendar year and adjusted, as follows:

Year 1 (2018-19): \$0
Year 2 (2020): \$25,000
Year 3 (2021): \$50,000
Year 4 (2022): \$75,000
Year 5 (2023): \$100,000
First Renewal Term: Base rate of \$100,000 + CPI
inflation rate adjustment
Second Renewal Term: Base Rate \$100,000 + CPI
inflation rate adjustment

Section 3.03 Late Charges. If Tenant fails to pay rent when due and after expiration of a five (5) day grace period, such rent due shall accrue late charges in the amount of 5% of the amount then due, which amount shall constitute additional rent.

ARTICLE IV
IMPROVEMENTS, ALTERATIONS AND MAINTENANCE

Section 4.01 Tenant Improvements. Upon written approval and consent by Landlord, Tenant may cause improvements to be made to the Premises for its operations. Prior to construction of any improvements, Tenant shall provide Landlord with the plans, specifications, and design, which must comply with all applicable regulations, ordinances and rules. Tenant shall also be required to obtain any necessary approval as required by law. Such improvements, once approved by Landlord, will be at Tenant's costs. Tenant may install trade fixtures and equipment necessary to its business operation, which fixtures and equipment shall be removed upon termination of this Lease. Upon prior written consent from Landlord, Tenant may enter the Premises and make improvements prior to Tenant's possession of the Premises.

Section 4.02 Alterations. Except as provided above, no alterations of, or additions to, the Premises may be made without first obtaining the written consent of Landlord.

Section 4.03 Expenses, Repairs, and Maintenance. Landlord shall only be responsible for replacement, as needed, of the building structure, including the roof, and major mechanical systems such as the HVAC system as specified in Section 2 of Exhibit "B," attached hereto and by reference incorporated herein. Tenant shall keep the Premises in the same condition as exists at the commencement of the Lease or as they may be put in during the term of this Lease, reasonable wear and tear excepted and in accordance with Exhibit B. Tenant shall be responsible for all maintenance and repair to the Premises. Tenant shall pay and be solely liable and responsible for any and all operating expenses incurred and contracts and agreements entered into in the course of its operation and management of the Premises. Operating expenses shall include repair, maintenance, and replacement of interior and exterior furniture, fixtures, property and equipment, including lighting, signage, and any other items associated with the Premises.

If Tenant fails to perform Tenant's obligations under this Section, Landlord may at its option (but shall not be required to) enter upon the Premises, and put the Premises in good order, condition and repair, and the cost thereof, together with interest thereon at the rate of eight percent (8%) per annum (the "Default Rate"), shall become due and payable as Additional Rent to Landlord.

ARTICLE V
USE AND OPERATION

Section 5.01 Use and Possession of Premises. Tenant shall use the Premises for the operation of its business and for no other purpose unless approved in advance by Landlord. Tenant's business shall include: business and entrepreneurial incubator, office space, co-

working space, professional development facility, and community event venue (“Permitted Use”), all consistent with DMI’s nonprofit purpose. Landlord shall provide and Tenant shall accept possession of the Premises on the Commencement Date.

DMI shall operate the Mill in a professional manner and utilize its best efforts to preserve and expand the Mill’s role as a high quality, accessible community resource, and to support and promote a diverse program of business development and innovation- driven programming.

Section 5.02 Compliance. Tenant shall keep the Premises in a clean condition and shall conduct its business therefrom in a safe and lawful manner. Tenant shall use and maintain the Premises at all times in compliance with all legal requirements and Tenant shall not permit any nuisance to exist on the Premises and shall not commit waste thereon. Tenant shall not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Premises any Hazardous Substance. Tenant shall keep and maintain the Premises in compliance with, and shall not use or permit the Premises to be in violation of, any environmental laws. Tenant shall maintain the Premises, subject to and in accordance with applicable zoning, municipal, county and state laws, ordinances and regulations and recorded covenants and restrictions governing and regulating the use of the Premises.

Section 5.03. Surrender and Holdover. Upon the expiration or sooner termination of this Lease, Tenant shall surrender to Landlord the Premises, in the same condition in which Tenant received them, the effects of ordinary wear, acts of God, casualty, insured damage, insurrection, riot or public disorder excepted. Any damage to the Premises caused by Tenant shall be repaired immediately by Tenant. At Landlord's option, if Tenant fails to remove its personal property or fixtures within ten (10) days following expiration of the Term, then they shall be deemed the property of Landlord. If, with the consent of Landlord, Tenant remains in possession of any part of the Premises after the expiration of the Term, then Tenant shall be a Tenant from month to month at the same rental and subject to all of the other applicable terms and conditions hereof.

Section 5.04 City Use and Participation. The City shall have the right to use the Mill’s event venue space, with no rental fee, for up to five (5) days each calendar year, which dates will be coordinated with DMI in advance. A day of use is defined as twenty-four (24) hours beginning at 8:00 a.m. on the day of the rental. The City shall give DMI at least 21 days’ notice when using its designated days to ensure no other events are otherwise scheduled in the event venue space. The City shall also have the rights to no fewer than three (3) full-time DMI memberships throughout the term of this Lease at no cost.

In addition to the availability of Use, as noted above, the City has and shall continue to have a minimum of one (1) voting representative on the DMI Board of Directors, currently the Mayor of Bloomington, or his designee.

Section 5.05. Firearms Policy. Pursuant to Indiana Code §§ 35-47-11.1-2 and -3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, pursuant to Indiana Code § 35-47-11.1-4(10), DMI may develop and implement, at its own discretion, rules of conduct or admission regarding

the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. If DMI develops such a policy for its activities, the City may implement and enforce it. If DMI wishes to develop such a policy, it shall provide a copy of the policy to the City within thirty (30) days of the adoption of such policy, with such policy to be incorporated into this Agreement.

Section 5.06. Parking Addendum. The parties agree to execute a Parking Addendum, attached hereto as Exhibit “C” and by reference incorporated herein.

ARTICLE VI TAXES AND UTILITIES

Section 6.01 Utilities. Tenant shall pay and be solely liable for all costs associated with water, sewer, gas, heat, light, power, telephone, Internet/WiFi and cable/satellite provided to the Premises, as well as any other services or utilities that connect to the Premises, including any taxes or assessments, penalties and interest due thereon. Tenant shall not be responsible for paying any special assessments except to the extent that any special assessments result from Trades District “covenants, conditions and restrictions” upon and after formation of the Trades District Association, or Tenant activity or improvement. All utilities will be directly put into Tenant’s name. Tenant shall be directly responsible for all trash disposal services for the Premises. If the Landlord pays for any taxes, utility, assessment, bill, fine, or charge, Tenant shall reimburse the Landlord within thirty (30) days of receipt of any invoice for such expenses borne by the Landlord.

Section 6.02 Taxes and Assessments. Both Landlord and Tenant are tax exempt organizations and, accordingly, no taxes are expected to be assessed against the Premises or personal property of Tenant located therein. However, to the extent any such tax is due and owing, Tenant shall pay all taxes and shall be further responsible for all personal property taxes, inventory taxes or any other taxes or assessments associated with the Premises or Tenant’s operations thereon.

ARTICLE VII INDEMNIFICATION AND INSURANCE

Section 7.01 Liability Insurance. Tenant shall, at its sole expense, obtain and keep in force during the Term and any renewals or extensions thereof, a policy of comprehensive general liability insurance insuring the City, Landlord and Tenant against liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than \$1,000,000 combined limit for any one accident or occurrence. The limits of said insurance shall not, however, limit the liability of tenant hereunder. If Tenant shall fail to procure and maintain said insurance Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant.

Section 7.02 Property Insurance. Landlord shall maintain property insurance for the Premises for the building and contents to insure against loss or damage by fire or other type of loss customarily covered by such insurance. Tenant shall reimburse Landlord for the premiums for the insurance cost obtained hereunder. Landlord reserves the right to alter the

insurance limits required hereunder if circumstances necessitate higher or lower limits and shall provide ninety (90) days advance notice of any such change to Tenant, itemizing the cost and detail of such change. Tenant will insure its business personal property and the tenant improvements made by Tenant.

Section 7.03 Insurance Policies. Insurance required hereunder shall be obtained from companies that are acceptable to the City and Landlord and the insurance policy(ies) obtained under this Article shall name the City and Landlord as an additional named insureds. Tenant shall deliver to Landlord certificates evidencing the existence and amount of insurance required to be maintained by Tenant hereunder with loss payable clauses that are satisfactory to the City and Landlord. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to the City and Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies maintained by Landlord or Tenant.

Section 7.04 Indemnity. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of Tenant's operations or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's agents, contractors or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel satisfactory to Landlord.

Section 7.05 Environmental Covenants. Tenant covenants and agrees, at its sole cost and expense, to comply with all valid and applicable local, state and federal environmental laws and regulations concerning Tenant's storage, handling, use, transportation and disposal of hazardous materials, hazardous substances, petroleum products, underground storage tanks and other storage tanks (all of which are collectively called "Hazardous Substances" as defined by the laws and regulations aforementioned.) Further, the Tenant covenants and agrees, at its sole cost and expense, to indemnify, protect and save harmless Landlord from and against all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or other expenses, including reasonable attorney's and expert's fees, of any kind or of any nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against Landlord arising from or out of Tenant's storage, handling, use, transportation or disposal of Hazardous Substances on, in or about the Premises. This indemnity shall include, without limitation, damages incurred, all of the reasonable costs of removal of any and all Hazardous Substances, additional reasonable costs required to take necessary mitigating action and the costs incurred to remediate and bring the Premises into compliance with all valid and applicable local, state and federal environmental laws and regulations aforementioned. All

of Tenant's aforementioned covenants of this Section 7.05 shall survive the termination or earlier expiration of this Lease, unless, at the time the Premises are vacated by Tenant, Tenant (i) is not in default under this Lease, and (ii) provides, at Tenant's expense, an audit report completed by independent, reputable and licensed environmental experts that states that the Premises are free and clear of any Hazardous Substances which were not present at, on, in or about the Premises. If such audit report demonstrates that Tenant is returning the Premises free and clear of the presence of any Hazardous Substances as referenced in the preceding sentence, then the indemnification and responsibility of Tenant to Landlord is therewith terminated.

ARTICLE VIII DESTRUCTION OR CONDEMNATION

Section 8.01 Damage or Destruction/Obligation to Rebuild. In the event the Premises are damaged or destroyed partially or totally, from any cause whatsoever, whether or not such damage or destruction is covered by any insurance required to be maintained by this Agreement, then Landlord may in its sole discretion repair, restore, and rebuild the Premises to substantially its condition existing immediately prior to such damage or destruction. If Landlord elects to repair or rebuild, this Lease shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein called the "repair") shall be commenced within a reasonable time after such damage or destruction and shall be diligently prosecuted to completion. During the period of repair and so long as the damages or destruction is not caused by Tenant, Tenant's sublessees, members, or assigns, the rent payable by Tenant hereunder shall abate if Tenant is totally deprived of possession of the Premises; if Tenant is able, in good faith, to continue its operation of its business during the period of repair, then the rent payable by Tenant shall be reduced in the proportion that the floor area of the Premises that is under repair bears to the total floor area of the Premises. For example, if 25% of the Premises is under repair, Tenant's rent during the repair period shall be reduced by 25%.

Section 8.02 Condemnation. If the Premises, or any portion thereof, are condemned by any legally constituted authority, then this Lease shall terminate as to the part condemned as of the date the condemning authority takes title or possession, whichever first occurs. If any material part of the Premises is taken by condemnation, either party within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession), may terminate this Lease as of the date the condemning authority takes such possession. If neither Landlord nor Tenant terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area taken bears to the total floor area immediately prior to the taking. Subject to the rights of a Mortgagee, any award for the condemnation of all or any part of the Premises or any payment made under threat of condemnation shall be the sole property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages, but Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall, to the extent of severance damages received by Landlord in connection with such condemnation

and not applied by a Mortgagee in reduction of its mortgage balance, repair any damage to the Premises caused by such condemnation except to the extent that Tenant has been reimbursed therefore by the condemning authority.

Section 8.03 Mechanic's Liens. Tenant shall not permit any Statement of Intention to Hold a Mechanic's Lien ("Statement") to be filed against the Premises or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Tenant. If a Statement is filed, Landlord at its option may compel the prosecution of an action for the foreclosure of such mechanic's lien by the lienor, and if such an action is commenced, Tenant, upon demand by Landlord, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the court and obtaining an order from the court releasing the Premises from such lien. Except consistent with Article IV, this Lease does not authorize the performance of labor or services or the furnishing of materials for the alteration or repair of the Premises; 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.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

Section 9.01 Events of Default. Any of the following events shall constitute a default hereunder ("Event of Default"):

- (a) The failure to pay any installment of Rent or any other payment or charge required to be paid by Tenant hereunder for more than twenty (20) days after the due date;
- (b) Tenant's failure to perform or observe any other covenant, term or condition of this Lease to be performed or observed by Tenant, which failure, if curable, continues for thirty (30) days after notice thereof is given to Tenant by Landlord;
- (c) Abandonment of the Premises or cessation of business operations for a period of thirty (30) days or longer, except in connection with events covered under section 8.01;
- (d) The filing or execution or occurrence of:
 - (1) an involuntary petition in bankruptcy against Tenant that is not dismissed within sixty (60) days after the filing thereof;
 - (2) A petition against Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act, that is not dismissed within sixty (60) days after the filing thereof;
 - (3) A general assignment for the benefit of creditors by Tenant; or
 - (4) The taking of any part of the leasehold created hereby or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity;
- (e) Tenant's failure to maintain its status under the Internal Revenue Code as a tax exempt non-profit corporation, unless otherwise agreed to in writing by the Landlord;

- (f) The City or Landlord's failure to perform or observe any condition or obligation as required by this Lease within thirty (30) days after receiving written notice by Tenant of such failure, provided that:
- (1) If the nature of such default reasonably requires more than thirty (30) days, the City or Landlord shall not be in default hereunder if it has promptly commenced such cure and is diligently pursuing the same; or
 - (2) If the nature of such default poses an imminent danger to persons or property, then such period of time to cure the default shall be mutually agreed-upon and reasonable in light of the circumstances.

Section 9.02 Landlord's Remedies. Upon the occurrence of any Event for Default Landlord may, at its option, in addition to any other remedy or right it has hereunder, at law or at equity:

(a) Re-enter the Premises, without demand or notice, and resume possession by an action in law or equity or by force or otherwise, and without being liable in trespass or for any damages, and without terminating this Lease. Landlord may remove all persons and property from the Premises and such property may be removed and stored at the cost of Tenant.

(b) Terminate this Lease at any time upon the date specified in a notice to Tenant. Tenant's liability for damages shall survive such termination. Upon termination such damages recoverable by Landlord from Tenant shall include all sums due and arising as a result of the breach.

Section 9.04 Fees and costs. Upon the occurrence of any Event of Default, the nonbreaching party may, if such default has not been cured within any grace period provided in this Agreement, cure that default for the account and at the expense of the other party. All sums paid hereunder shall bear interest at the Default Rate (8%) until paid. The breaching party shall pay the non-breaching party's reasonable expenses and attorneys' fees incurred as a result of enforcement of the breaching party's failure to comply with any covenant, term or condition of this Lease.

Section 9.05 Mediation. Before executing on its remedies in this Section IX, the parties agree that they shall first attempt to resolve the dispute among them, and failing resolution, shall submit a dispute to mediation, for which the parties shall share the expense.

ARTICLE X OTHER TERMS AND CONDITIONS

Section 10.01 Assignment. Tenant may not assign or transfer Tenant's entire interest in this Lease, except with the prior written consent of the City and Landlord to such assignment. Notwithstanding this provision, Tenant may sublease or otherwise provide office or co-work space for a fee in furtherance of its nonprofit purpose and as a part of its programming.

Section 10.02 Access by Landlord to Premises. Landlord, its agents, prospective Tenants, purchasers or mortgagees may inspect and examine the Premises at all reasonable

times upon prior notice to Tenant. For a period commencing six (6) months prior to the expiration of the Term, Landlord may list the property electronically and in the final ninety (90) days may post "For Rent" signs.

Section 10.03 Quiet Enjoyment. If Tenant performs all of the covenants and agreements herein provided to be performed on Tenant's part, Tenant shall, at all times during the Term, have the peaceable and quiet enjoyment of possession of the Premises without any manner of hindrance from Landlord or any parties lawfully claiming under Landlord, but subject to the rights of any governmental authority having jurisdiction over the Premises or the rights retained by the City or Landlord in this Lease or by law.

Section 10.04 Non-Collusion. Tenant is required to certify that it has not, nor has any other member, representative, or agent of Tenant, 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. Tenant shall sign an affidavit, attached hereto as Exhibit D, affirming that Tenant has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

Section 10.05 Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

Section 10.06 Interest on Past-Due Obligations. Except as otherwise expressly provided herein, any amount due to Landlord which is not paid when due shall bear interest at the Default Rate of eight percent (8%) per annum until such amounts are paid in full. Payment of such interest shall not excuse or cure any default by Tenant hereunder.

Section 10.07 Time. Time is of the essence.

Section 10.08 Captions. Paragraph and subparagraph captions are not a part hereof.

Section 10.09 Notices. Any notices to be given hereunder shall be deemed sufficiently given when in writing and (i) actually served on the party to be notified or (ii) placed in an envelope directed to the party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:

- (1) If to the City or
Landlord at: Redevelopment Commission
P.O. Box 130
401 N. Morton Street, Suite 220
Bloomington, IN 47404
- Copy to: Philippa M. Guthrie
Corporation Counsel
P.O. Box 100
401 N Morton Street, Suite 220
Bloomington, IN 47402

(2) If to Tenant, at: Dimension Mill, Inc.
Pat East,
Executive Director
642 N. Madison Street
Bloomington, Indiana 47404

Copy to: Angela F. Parker
CarminParker, PC
116 West 6th Street, Suite 200
P.O. Box 2639 Bloomington,
IN 47402

Such addresses may be changed by either party by written instruction as to the new address.

Section 10.10 Waivers. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of consent to or approval of any subsequent act. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

Section 10.11 Recording. Either party shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes.

Section 10.12 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

Section 10.13 Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Tenant, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Indiana.

Section 10.14 Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

Section 10.15 Jurisdiction. In any dispute that arises under this Agreement, the parties agree that the proper venue for any legal action shall be Monroe County, Indiana.

Section 10.16 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rent and amounts otherwise due herein stipulated shall be deemed to be other than on account of the earliest rent then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment

as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the _____ day of October, 2018, and if this Lease is executed in counterparts, each shall be deemed an original.

LANDLORD:

TENANT:

City of Bloomington, Indiana

Dimension Mill, Inc.

By: _____
Alex Crowley, Director

By: _____
Patrick M. East, Executive Director

Redevelopment Commission

By: _____
Donald Griffin, President

Approved as to Form:

City of Bloomington

CarminParker, PC

By: _____
Philippa M. Guthrie
Corporation Counsel

By: _____
Angela F. Parker
DMI Counsel

This document prepared by:
Angela F. Parker, Attorney at Law
CARMINPARKER, PC
116 West 6th Street, Suite 200,
Post Office Box 2639,
Bloomington, Indiana 47402-2639
Telephone: 812-332-6556, Ext. 2
angela@carminparker.com

EXHIBIT A

Depiction of the Premises

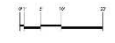




FLOOR FINISH KEY

[Dark Gray Box]	CARPET TILE (CPT 1)
[Medium Gray Box]	CARPET TILE (CPT 2)
[Light Gray Box]	CARPET TILE (CPT 3)
[Dark Gray Box]	CARPET TILE (CPT 4)
[Light Blue Box]	LIMESTONE TILE (LT1)
[Brown Box]	POUSHED CONCRETE (PC)
[Wood Grain Box]	WOOD FLOOR (WF)
[Dark Gray Box]	WALK-OFF MAT (WM)

1 UPPER LEVEL FLOOR PLAN



ARCHITECT
DATE: 8/1/2018
PROJECT NO: 18-001

CONSULTING ENGINEER
DATE: 8/1/2018
PROJECT NO: 18-001

MEP ENGINEER
DATE: 8/1/2018
PROJECT NO: 18-001

LANDSCAPE ARCHITECT
DATE: 8/1/2018
PROJECT NO: 18-001

THE DIMENSIONAL MILL
AT THE TRACKS DISTRICT

TRADER

SCALE: 1/8" = 1'-0"

A201

EXHIBIT B

Repairs and Maintenance

Section 1. Dimension Mill, Inc. (DMI) shall be responsible for:

- Repair and maintenance building interior – walls, floors, floor coverings, ceilings, toilets, sinks, toilet paper dispensers, paper towel dispenses, soap dispensers, water fountains, lighting fixtures, railings, interior doors, interior door glass
- Repair and maintenance of all electronic and telecommunications equipment and soft goods
- Repair and maintenance of internal finishes, dividing walls, cubicles, freestanding chairs, tables, desks, counters, and other furniture
- Repair and maintenance of the Mill’s mechanical systems—electrical, plumbing, and HVAC (including annual service contract for HVAC system)
- Repair and maintenance of the exterior of the Mill, including roof, solar panels, doors, and windows
- Repair and maintenance of the Mill’s fire alarm and sprinkler system, (including annual service contract for the alarm system) and fire extinguishers
- Repair, maintenance, and replacement of security systems, cameras, door locks and window locks
- Repair of flooring or floor covering within the Mill
- Repair, maintenance, replacement and purchase of DMI – owned office equipment and furniture necessary for DMI operation, including interior and exterior furniture
- Replacement, repair, and maintenance of information technology (IT) equipment, including servers, wireless network infrastructure, and any other IT or telecommunications equipment
- Repair, maintenance, and replacement of lighting, signs, and any other items and equipment associated with the Mill
- Landscaping and maintenance of the outdoor space on the Mill’s legal parcel, including Trades Plaza, any public art, and all other green space and landscape architecture on the Mill parcel
- An annual report on such repair and maintenance as well as preventative maintenance

Section 2. The City of Bloomington shall be responsible for:

- Replacement of the Mill’s exterior structure as necessary, including doors and windows
- Replacement of the roof or solar panels
- Replacement of mechanical systems (electrical, plumbing, and HVAC) other than those referenced in *Exhibit A*, Section 1

EXHIBIT C

PARKING ADDENDUM

THIS PARKING ADDENDUM (“ADDENDUM”) is entered into by and between City of Bloomington, Indiana (“City”) and Redevelopment Commission of the City of Bloomington, Indiana (“RDC” or "Landlord"), and Dimension Mill, Inc., a 501(c)(3) nonprofit corporation duly formed under Indiana law (the “DMI” or "Tenant").

1. **PARKING PERMITS.** Landlord shall provide to Tenant parking permits to park in an area within one-half mile of the Dimension Mill.
2. **USE.** The Permits shall be used by Tenant’s employees, staff and patrons of DMI relating to DMI’s nonprofit purpose. The Permits shall not be used for storage parking or overnight parking. Landlord will not provide any security to protect vehicles and persons while on, entering or exiting any parking facility or location.
3. **TERM OF LEASE.** Landlord shall assign to Tenant no fewer than fifty (50) parking permits (the "Parking Permits") located within one-half mile of the Dimension Mill, subject to the terms set forth below, for a term of two (2) years (the "Term") beginning November 1, 2018, and ending on December 31, 2020, unless sooner terminated as provided herein. Provided Tenant is not in default at the end of the Term, Landlord shall extend this Parking Addendum for a period of three (3) years, during which the Landlord shall assign to Tenant no fewer than twenty-five (25) Parking Permits. During any renewal period of the Mill Lease, the Parties may, by mutual consent, extend this Parking Addendum with no fewer than twenty-five (25) Parking Permits under the same terms and conditions.
4. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign, mortgage, encumber or transfer this Parking Addendum in whole or in part, or sublet, assign, or sell the Parking Permits or any part thereof except in conjunction with and furtherance of its nonprofit purpose.
5. **INSURANCE.** Tenant agrees that, at its own cost and expense, it will procure and continue in full force, general liability insurance covering any and all claims for injuries to persons and property occurring in, upon or about the Permitted Parking Premises, such insurance at all times to be an amount of not less than \$250,000 per person/\$500,000 aggregate for bodily injury and property damage, with Landlord and the City being named as an insureds. Such insurance is to be written with a company or companies acceptable to Landlord. Tenant shall provide a Certificate of Insurance showing compliance with this provision upon beginning of this Parking Addendum and thereafter at Landlord’s request. Tenant, for itself and all persons including its employees, officers, directors, guests and invitees hereby agrees to indemnify and hold harmless Landlord for any and all claims, actions, causes of action or suits, including cost of defense, arising out of any property damage or personal injury sustained by any employee of Tenant or any other person using the Parking Spaces pursuant to this Parking Addendum.

6. **EVENTS OF DEFAULT.** Any of the following shall be deemed an Event of Default:

- A. Tenant's failure to perform or observe any other covenant, term or condition of this Parking Addendum or the Mill Lease Agreement between the parties, of even date herewith, to be performed or observed by Tenant and such failure continues for thirty (30) days after notice thereof is given to Tenant, provided that in the event Tenant, despite reasonable efforts, is unable to cure such failure within such 30-day period, Tenant shall have such additional time to effect such cure as reasonably necessary, so long as Tenant continues to diligently pursue such cure to completion.
- B. Abandonment of the Leased Premises.

7. **LANDLORD'S REMEDIES.** Upon the occurrence of any Event of Default Landlord may, at its option, in addition to any other remedy or right it has hereunder or by law terminate this Parking Addendum at any time upon the date specified in a notice to Tenant.

8. **NOTICES.** Any notices to be given hereunder shall be deemed sufficiently given when in writing and served on the party to be notified as provided by the Mill Lease of even date herewith.

10. **CONDITION AND MAINTENANCE OF LEASED PREMISES.** Tenant shall keep the any permitted parking spaces free of trash, debris and inoperable vehicles. In the event that the Landlord assigns Tenant a designated area for parking, Tenant shall be responsible for the striping of the Parking Spaces, if feasible. Responsibility for removal of snow and ice and all other tasks necessary to maintain the Leased Premises shall be the responsibility of the Landlord. Tenant shall be responsible for maintenance and repairs as needed for the Parking Spaces during the Term and any renewal or extension thereof.

11. **MISCELLANEOUS.**
 - A. Waiver: One or more waivers of any covenant or condition by a party shall not be construed as a waiver of a subsequent breach of the same covenant or condition.
 - B. Successors and Assigns: All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the successors and assigns of the parties hereto.
 - C. Partial Invalidity: If any term, covenant or condition of this Parking Addendum or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Parking Addendum, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Parking Addendum shall be valid and be enforced to the fullest extent permitted by law.
 - D. Governing Law: This Parking Addendum shall be governed by the laws of the State of Indiana.
 - E. Attorney's Fees: If judicial remedy is necessary to enforce or interpret any provision of this Parking Addendum, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses from the non-prevailing party, in addition to any other relief to which such prevailing party may be entitled.
 - F. Entire Agreement; Amendments: This Parking Addendum serves as an Addendum to the Mill Lease Agreement of even date herewith and both together contain the entire agreement between the parties and may only be amended by a written agreement signed by the parties.

IN WITNESS WHEREOF, Landlord and Tenant have executed this
Parking Addendum on the _____ day of October, 2018.

LANDLORD:

TENANT:

City of Bloomington, Indiana

Dimension Mill, Inc.

By: _____
Alex Crowley, Director

By: _____
Patrick M. East, Executive Director

Redevelopment Commission

By: _____
Donald Griffin, President

Approved as to Form:

City of Bloomington

CarminParker. PC

By: _____
Philippa M. Guthrie
Corporation Counsel

By: _____
Angela F. Parker
DMI Counsel

This document prepared by:
Angela F. Parker, Attorney at Law
CARMINPARKER, PC
116 West 6th Street, Suite 200,
Post Office Box 2639,
Bloomington, Indiana 47402-2639
Telephone: 812-332-6556, Ext. 2
angela@carminparker.com

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2018.

By: _____

Title: _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2018.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____
County of Residence: _____
Commission Number: _____

18-67
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING
CONSTRUCTION OF FOURTH STREET AND TRADES DISTRICT GARAGES**

WHEREAS, the City of Bloomington (“City”) has brought the Redevelopment Commission a Project Review & Approval Form (“Form”), which seeks the support of the RDC to replace the Fourth Street Parking Garage and construct a new Trades District Garage (“Project”); and

WHEREAS, a copy of the Form is attached to this Resolution as **Exhibit A**;

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

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project.
2. The expenditure of funds is not approved by this Resolution. Funding for the Project will be approved at a later date when the Project Manager brings a Contract or Contracts that have been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

City of Bloomington
Redevelopment Commission
Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: 4th Street & Trades District Garages

Project Manager(s): Karen Valiquett, CORE Planning Strategies; Mick Renneisen; Jeff Underwood; Alex Crowley

Project Description:

This is a project to retain all necessary design, construction management, and contracting for the design and construction of the 4th Street Parking Garage and Trades District Garage. The 4th Street Garage includes demolition of the existing garage and construction of up to 600 parking spaces. The Trades District Garage includes up to 300 parking spaces.

Project Timeline: **Start Date:** **Fall 2018**
 End Date: **Summer 2020**

Financial Information:

Estimated full cost of project:	\$25,792,375
Sources of funds:	2018-19 Revenue Bonds; Consolidated TIF

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

<u>Phase/Work to Be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1 Design Contract	\$1,005,750	Fall 2018 – Summer 2020
2 Construction Manager Contract	\$614,625	Fall 2018 – Summer 2020
3 Demolition of Old Fourth Street Garage	\$750,000	Winter 2019
3 Construction	\$22,200,000	Winter 2019- Summer 2020
4 Public Art	\$222,000	Winter 2019- Summer 2020 ⁶
5 Contingency	\$1,000,000 ¹	Summer 2020

TIF District: Consolidated TIF (Expanded Downtown)

Resolution History: 18-67: Approval of Project Review Form

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

¹ This is estimated to be approximately 5% of the construction cost.

18-68
RESOLUTION
OF THE
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE BONDS FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED TO PAY FOR THE COSTS OF ACQUISITION AND CONSTRUCTION FOR TWO PARKING GARAGES IN THE BLOOMINGTON CONSOLIDATED ECONOMIC DEVELOPMENT AREA AND OTHER COSTS AND INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF THE BONDS

WHEREAS, within the City of Bloomington, Indiana, a governmental unit and political subdivision of the State (the “City”), there has been created the City of Bloomington Redevelopment District (the “District”), governed by the City of Bloomington Redevelopment Commission (the “Commission”) operating under IC 36-7-14 and IC 36-7-25 and all related and supplemental statutes, as amended and in effect on the issue date of the BANs (as defined below) and the Bonds (defined below) including I.C. 5-1-14 (collectively, “Act”); and

WHEREAS, pursuant to the Act, the Commission previously established the boundaries of the following economic development areas: (i) Adams Crossing Economic Development Area which was established in 1994 with 108 acres, amended in 2000 to include 10 additional acres, and amended in 2009 to add 86 acres; (ii) Downtown Economic Development Area which was established in 1985 with 133 acres, amended in 1990 to include 21 additional acres, and amended in 2010 to add 48 acres; (iii) Tapp Road Economic Development Area which was established in 1993 with 216 acres, amended in 2003 to add 25 acres, amended in 2015 to add 190 acres, amended in 2015 to add an additional 24 acres; (iv) Thomson Economic Development Area which was established in 1991 with 276 acres and amended in 1993 to add 245 acres; (v) Walnut-Winslow Economic Development Area which was established in 1993 with 117 acres and consolidated, amended in 2002 to form the Thomson Walnut-Winslow Economic Development Area including an additional 63 acres, amended three times in 2015 to add 5.83 acres, 6.48 acres and 5.89 acres, respectively; (vi) Whitehall Economic Development Area which was established in 1998 with 113 acres and amended in 2000 to add 10.05 acres; (vii) Bloomfield Road Economic Development Area which was established in 2015 with 187 acres; (viii) Fullerton Pike Economic Development Area which was established in 2015 with 184 acres; (ix) Seminary Economic Development Area which was established in 2015 with 52 acres; (x) South Walnut Economic Development Area which was established in 2015 with 161 acres; and (xi) West Third Street Economic Development Area which was established in 2015 with 156 acres (the “Existing EDAs”); and

WHEREAS, pursuant to a declaratory resolution adopted by the Commission on February 2, 2015, as confirmed by a resolution adopted by the Commission, following a public hearing, on April 6, 2015, the Commission (a) consolidated and expanded the Existing EDAs into a single consolidated economic development area, designated as the Bloomington Consolidated Economic Development Area (the “Consolidated EDA” or the “Area”), (b) designated all of such area as an allocation area (the “Allocation Area”) for purposes of capturing incremental ad valorem real

property tax revenues levied and collected in the Allocation Area, known as “Tax Increment”, and (c) approved a redevelopment plan (the “Plan”) for the Area; and

WHEREAS, the Act provides for an additional credit for property taxes in the Allocation Area payable from Tax Increment, which credit may be eliminated or reduced by resolution of the Bloomington Common Council (“Council”) upon recommendation of the Commission; and

WHEREAS, the Council has taken no action to provide that the additional credit under the Act does not apply in the Allocation Area; and

WHEREAS, in order to proceed with the planning, replanning, development and redevelopment of the Area and to implement the Plan, the Commission deems it advisable to issue one or more series of tax increment revenue bonds of the District, in the name of the City, designated as “City of Bloomington, Indiana, Redevelopment District Tax Increment Revenue Bonds, Series 2018” (with such further or different series designation as may be necessary, desirable or appropriate, including such series designation to indicate the year in which the bonds are issued) (the “Bonds”), in an original aggregate principal amount not to exceed Twenty-Nine Million Five Hundred Thousand Dollars (\$29,500,000), for the purpose of providing funds to be applied to all or any portion of (i) the costs of acquisition, construction, and equipping of two parking garages in, serving or benefitting the Consolidated EDA, together with related costs and expenses (the “Project”); (ii) funding a debt service reserve account or paying the premium for a debt service reserve credit facility; and (iii) the costs of selling and issuing the Bonds including all the incidental expenses necessary to be incurred in connection with the issuance of the Bonds or on account thereof (clauses (i) through and including (iii), collectively, the “Costs of the Project”); and

WHEREAS, if advisable, the Commission may elect to issue bond anticipation notes (the “BANs”) to provide interim financing for the purpose of procuring funds to be applied to the Costs of the Project; and

WHEREAS, the Commission estimates that the total Costs of the Project will be approximately Twenty-Nine Million Five Hundred Thousand Dollars (\$29,500,000), and that the proceeds of the Bonds, together with estimated investment earnings thereon, will not exceed the Costs of the Project; and

WHEREAS, the Commission finds and determines that it would be of public utility and benefit and in the best interests of the District and its citizens to pay the Costs of the Project, which will provide special benefits to property owners in the District, with such Bonds to be issued as tax increment revenue bonds of the District payable from revenues of the Commission as described more fully herein; and

WHEREAS, the District has currently outstanding the following obligations: (i) Tax Increment Revenue Bonds of 2015, currently outstanding in the principal amount of \$38,125,000 (the “2015 Bonds”) which 2015 Bonds are payable solely from, and secured by, the Tax Increment (as hereinafter defined); and (ii) Tax Increment Revenue Refunding Bonds of 2017, currently outstanding in the principal amount of \$10,085,000 (the “2017 Bonds”, and together with the 2015

Bonds, the “Prior Bonds”), which 2017 Bonds are payable solely from, and secured by, tax increment from the Downtown Economic Development Area (the “Downtown Area”); and

WHEREAS, all conditions precedent to the adoption of a resolution authorizing the issuance of the Bonds have been complied with in accordance with the applicable provisions of the Act.

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

SECTION 1. DEFINITIONS. All terms defined herein and all pronouns used in this Resolution shall be deemed to apply equally to singular and plural and to all genders. All terms defined elsewhere in this Resolution shall have the meaning given in such definition. In this Resolution, unless a different meaning clearly appears from the context:

“Act” means I.C. 5-1-14, I.C. 36-7-14 and I.C. 36-7-25 and all related and supplemental acts in effect on the issue date of the BANs and the Bonds.

“Allocation Fund” means the special fund established under the Act for the Tax Increment collected in the Allocation Area.

“Area” means the Consolidated EDA described in the recitals hereto.

“BAN” or “BANs” shall mean bond anticipation notes, if any, issued pursuant to Section 3 of this Resolution. All references to and provisions relating to BANs shall be effective only if the Commission elects to issue BANs.

“BAN Purchase Agreement” means the purchase agreement for the BANs authorized by Section 7.

“BAN Purchaser” means the original purchaser of the BANs.

“Bond Purchase Agreement” means the purchase agreement to be entered into between the Bond Purchaser and the City.

“Bond Purchaser” means the original purchaser of the Bonds.

“Bond Resolution” or “Resolution” means this Bond Resolution, authorizing the issuance of the Bonds, as it may be supplemented and amended from time to time in accordance with its provisions.

“Bonds” means, except where the context clearly refers to the Bonds authorized by this Resolution, the Bonds authorized by this Resolution and any Parity Obligations.

“Capital Fund” means the Redevelopment District Capital Fund established under the Act as described in Section 11 hereof.

“City” means the City of Bloomington, Indiana.

“Code” means the Internal Revenue Code of 1986, as amended and in effect on the date of issuance of the Bonds, and the applicable judicial decisions and published rulings and any applicable regulations promulgated thereunder.

“Commission” means the City of Bloomington Redevelopment Commission.

“Costs of the Project” means all costs of the Project as set forth in the recitals of this Resolution.

“Debt Service” means the principal of and interest on the Bonds, lease rentals on any Parity Obligations which are leases, and any fiscal agency charges associated with the Bonds and the collection of Tax Increment for the Bonds.

“Debt Service Reserve Account” means the Debt Service Reserve Account created under Section 11.

“Debt Service Reserve Requirement” means the least of (i) maximum annual principal and interest due on the Bonds and the 2015 Bonds; (ii) 125% of average annual debt service on the Bonds and the 2015 Bonds; or (iii) 10% of the proceeds of the Bonds and the 2015 Bonds.

“District” means the City of Bloomington Redevelopment District.

“Notice Address” means with respect to the City and the Commission:

City of Bloomington
Bloomington City Hall
401 N. Morton St. Bloomington, IN 47402
Attention: Controller

“Owner” means a registered owner of the Bonds.

“Parity Obligations” means any obligations (including leases and pledges of Tax Increment permitted by the Act) of the Commission issued on a parity with the Bonds (as to the pledge of Tax Increment) under Section 12.

“Paying Agent” means the Paying Agent so designated under Section 3(F) or any successor Paying Agent appointed under this Resolution.

“Prior Bonds” shall have the meaning described in the recitals hereto.

“Prior Bond Increment” means all property tax proceeds from assessed valuation of real property in the area previously designated as the Downtown Allocation Area in excess of the assessed valuation described in I.C. 36-7-14-39(b)(1), minus any applicable additional credit under

I.C. 6-7-14-39.5, as such statutory provisions exist on the dates of the issuance of the BANs and the Bonds; provided however, this amount shall not be greater than the amount required to meet then current debt service requirements and reserve funding requirements, if any, on the 2017 Bonds then outstanding.

“Project” means the development of improvements as described in Exhibit A or such other items as may be approved by the Commission to carry out the Plan.

“Qualified Investments” means any direct obligation of the United States of America or other investments in which the Commission is permitted by Indiana law to invest at the time of investment.

“Registrar” means the Registrar so designated under Section 3(F) or any successor Registrar appointed under this Resolution.

“State” means the State of Indiana.

“Surplus Fund” means the Surplus Fund described in Section 11 hereof.

“Tax Increment” means all real property tax proceeds from assessed valuation of real property in the Allocation Area in excess of the assessed valuation described in I.C. 36-7-14-39(b)(1), minus (1) any applicable additional credit under I.C. 6-7-14-39.5, as such statutory provisions exist on the dates of the issuance of the BANs and the Bonds, and (2) the Prior Bond Increment.

“2015 Bonds” means the Tax Increment Revenue Bonds of 2015, dated June 25, 2015, currently outstanding in the principal amount of \$38,125,000.

SECTION 2. GRANTING CLAUSES.

(A) The Commission, in consideration of the premises and of the purchase and acceptance of the Bonds by the Owners, in order to secure the payment of the Debt Service on the Bonds, according to their tenor and effect and to secure the performance and observance by the Commission of all covenants expressed or implied, herein and in the Bonds, does hereby pledge the rights, interests, properties; money and other assets described below for the benefit of the Owners of the Bonds for the securing of the performance of the obligations of the Commission set forth in this Resolution, such pledge to be effective as set forth in I.C. 5-14-4 without the recording of this Resolution or any other instrument:

(1) All cash and securities now or hereafter held in the Allocation Fund, the Surplus Fund or the Debt Service Reserve Account and the investment earnings thereon and all proceeds thereof (except to the extent transferred or disbursed from such funds and accounts from time to time in accordance with this Resolution);

(2) All Tax Increment required to be deposited for the benefit of the Bonds and any Parity Obligations or for the benefit of any subordinate obligations; and

(3) Any money hereinafter pledged to the Owners as security to the extent of that pledge; provided, however, that if the Commission shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of Debt Service on the Bonds due, or to become due thereon, at the times and in the manner mentioned in the Bonds, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the Owners of the outstanding Bonds of all sums of money due or to become due according to the provisions hereof, then this Resolution and the rights hereby granted shall cease, terminate and be void; otherwise this Resolution shall be and remain in full force and effect.

(B) The Commission, in consideration of the premises and of the purchase and acceptance of the BANs by the BAN Purchaser according to their tenor and effect and to secure the performance and observance by the Commission of all covenants expressed or implied herein and in the BANs, does hereby pledge Tax Increment (on a subordinate basis to any outstanding Prior Bonds or Parity Obligations as to both interest and principal) and the proceeds of the Bonds to the repayment of the BANs for the benefit of the owners of the BANs for the securing of the performance of the obligations of the Commission set forth in this Resolution, such pledge to be effective as set forth in I.C. 5-1-14-4 without recording of this Resolution or any other instrument; provided, however, that if the Commission shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of debt service on the BANs due, or to become due thereon, at the times and in the manner mentioned in the BANs, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the owners of the outstanding BANs of all sums of money due or to-become due according to the provisions hereof, then this Resolution and the rights hereby granted shall cease, terminate and be void; otherwise this Resolution shall be and remain in full force and effect.

(C) This Resolution further witnesseth, and it is expressly declared, that all BANs and Bonds issued and secured hereunder are to be issued; authenticated and delivered, and all these properties, rights and interests, including, without limitation, the amounts hereby pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Commission has agreed and covenanted, and does hereby agree and covenant, with the respective Owners, from time to time, of the BANs and Bonds, or any part thereof, as provided in this Resolution.

SECTION 3. THE BANS AND THE BONDS.

(A) The Commission, acting in the name of the City, having satisfied all the statutory requirements for the issuance of the Bonds, may elect to issue BANs for the purpose of procuring interim financing to apply to the Costs of the Project. The Commission shall issue the BANs in an aggregate amount not to exceed Twenty-Nine Million Five Hundred Thousand Dollars (\$29,500,000) to be designated "Redevelopment District Bond Anticipation Notes of 20__" (to be completed with the year in which issued). The BANs shall be dated as of the date of delivery and shall bear interest on the amount borrowed at a rate or rates not to exceed six percent (6%) per annum payable semiannually February 1 and August 1 ("Interest Payment Dates"), beginning no earlier than February 1, 2019, or at maturity or upon redemption prior to maturity. Interest shall be

calculated on the basis of a 360-day year and the actual number of days elapsed. The BANs may be sold at a discount not to exceed one percent (1.0%) of the principal amount. The term of the BANs, including any renewals or extensions (which may occur without further approval action) shall not exceed five (5) years. The BANs shall be subject to optional redemption prior to maturity upon twenty (20) days' notice. The BANs shall be issued in fully registered form and shall be lettered and numbered separately from 1 consecutively upward and with such further or alternate designation as the Registrar may determine and shall be issued in denominations of \$100,000 or in integral multiples of \$5,000 in excess thereof (or such different denominations as may be selected by the Controller). The principal of and interest on the BANs shall be payable solely from the Tax Increment and proceeds of the BANs and the Bonds, and the Commission, acting in the name of the City, shall have no obligation to repay the principal of or interest on the BANs except from Tax Increment (subject to Section 2(B) above) and proceeds of the BANs and the Bonds. The Commission may receive payment on the BANs in installments.

(B) The Commission further finds that all or a portion of the Costs of the Project may be paid from proceeds of the BANs and from proceeds of the Bonds under the Act and that the Project will provide special benefits to property owners in the Area and will be of public use and benefit. The Commission further finds that in order to proceed with the planning, replanning, development and redevelopment of the Area, and the repayment of any BANs, it is necessary for the Commission to issue Bonds of the District in the name of the City, payable solely from Tax Increment, allocated and deposited as provided in this Resolution.

For the purpose of procuring funds to be applied to the Costs of the Project, the Commission, acting in the name of the City, shall issue the Bonds, in one or more series, in the principal amount not to exceed Twenty-Nine Million Five Hundred Thousand Dollars (\$29,500,000) at a purchase price of not less than 99% of the par value thereof, and shall be issued in the denomination of Five Thousand Dollars (\$5,000) each and integral multiples of \$5,000 thereafter. The Controller is hereby authorized and directed to issue and sell to the Bond Purchaser the Bonds, payable, as set forth in Sections 3 and 11 of this Resolution, from Tax Increment, and investment earnings on any cash or securities held in any of the funds or accounts established under this Resolution. The Bonds shall be issued by the Commission in the name of the City, and shall be designated "City of Bloomington, Indiana, Redevelopment District Tax Increment Revenue Bonds of 20__" (to be completed with the year in which issued). The purchase price of the Bonds, together with investment earnings on the proceeds of the Bonds, does not exceed the total as estimated by the Commission of all Costs of the Project.

The Bonds shall be issued in fully registered form and shall be lettered and numbered separately from one consecutively upward in order of maturity preceded by the letter "R" and with such further or alternate designation as the Registrar may determine.

The Bonds shall be dated as of the issue date, bearing interest at a rate or rates not to exceed six percent (6%) per annum. Interest on the Bonds shall be payable on each February 1 and August 1, beginning no sooner than February 1, 2019, and shall accrue on a basis of twelve 30-day months for a 360-day year. The Bonds shall mature annually on February 1, or semiannually on February 1 and August 1 of each year, over a term no longer than twenty-one (21) years, in such amounts as will retire the Bonds as soon as feasible while providing adequate coverage to market the Bonds.

(C) The Bonds shall be redeemable at the option of the Commission, plus in each case accrued interest to the date fixed for redemption, beginning no earlier than five (5) years after the issue date, at a face value, in whole or in part, in order of maturity determined by the Commission and by lot within maturities. The Controller is hereby authorized and directed to determine the terms of redemption, upon the advice of the municipal advisor to the Commission, at or prior to the sale of the Bonds.

All or a portion of the Bonds may be issued as one or more term bonds, upon election of the Bond Purchaser. Such term bonds shall have a stated maturity or maturities as determined by the Bond Purchaser. The term Bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the principal amount thereof, plus accrued interest to the redemption date, on principal payment dates in accordance with the above schedule.

(D) Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given to the Registrar at least 45 days prior to the date fixed for redemption and by the Registrar at least 30 days prior to the date fixed for redemption (unless this notice is waived by the Owner) by sending written notice by certified or registered Mail to the Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books of the Registrar. Failure to give such notice by mailing, or any defect therein with respect to any Bond, shall not affect the validity of any proceeding for the redemption of other Bonds. Such notice shall state the redemption date, the redemption price, the amount of accrued interest, if any, payable on the redemption date, the place at which Bonds are to be surrendered for payment and, if less than the entire principal amount of a Bond is to be redeemed, the portion thereof to be redeemed. By the date fixed for redemption, due provision shall be made with the Registrar for the payment of the redemption price of the Bonds to be redeemed, plus accrued interest, if any, to the date fixed for redemption. When the Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners of such Bonds to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption, provided that funds for their redemption are on deposit at the place of payment at that time.

(E) If fewer than all of the Bonds of a maturity are to be redeemed, the Registrar will select the particular Bonds to be redeemed by lot in such manner as it deems fair and appropriate. Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of redemption. If any Bonds are subject to optional and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds for mandatory sinking fund redemption.

(F) The Commission President and the Controller are hereby authorized to select the initial Registrar and the Paying Agent for the BANs and the Bonds. The Commission is further authorized to pay such fees as the Registrar and Paying Agent may charge for the services provided as Registrar and Paying Agent and such fees may be paid from the Allocation Fund or the Surplus Fund in addition to paying the principal of and interest on the BANs and the Bonds or from the

Allocation Fund or Surplus Fund. The Commission President and the Controller are hereby authorized, on behalf of the Commission, to enter into such agreements or understandings with the Registrar and Paying Agent as will enable it to perform the services required of it.

(G) The BANs and the Bonds shall be authenticated with the manual signature of an authorized representative of the Registrar on the Certificate of Authentication. No BAN or Bond shall be valid or become obligatory for any purpose until the Certificate of Authentication on such BAN or Bond, respectively, shall have been so executed. Subject to the provisions hereof for registration, the BANs and the Bonds shall be negotiable under the laws of the State of Indiana.

If any BAN or Bond is mutilated, lost, stolen or destroyed, the City may execute and the Registrar may authenticate a new BAN or Bond which in all respects shall be identical to the BAN or Bond which was mutilated, lost, stolen or destroyed including like date, maturity, series and denomination, except that such new BAN or Bond shall be marked in a manner to distinguish it from the BAN or Bond for which it was issued; provided that in the case of any BAN or Bond being mutilated, such mutilated BAN or Bond shall first be surrendered to the City and the Registrar; and in the case of BANs or Bonds being lost, stolen or destroyed, there shall be first furnished to the City and the Registrar evidence of such loss, theft or destruction satisfactory to the City and the Registrar, together with indemnity satisfactory to them. If any such lost, stolen or destroyed BAN or Bond shall have matured and be payable in accordance with its terms, instead of issuing a duplicate BAN or Bond the City and the Registrar may, upon receiving indemnity satisfactory to them, pay the same without surrender thereof. The City and the Registrar may charge the owner of the BAN or Bond with their reasonable fees and expenses in connection with the above. Every substitute BAN or Bond issued by reason of the BAN or Bond being lost, stolen or destroyed shall, with respect to such BAN or Bond, constitute a substitute contractual obligation of the City, whether or not the lost, stolen or destroyed BAN or Bond shall be found at any time, and every such BAN or Bond shall be entitled to all the benefits of this Resolution, equally and proportionately with any and all other BANs or Bonds duly issued hereunder.

Each BAN or Bond shall be transferable or exchangeable only upon the books of the Commission kept for that purpose at the office of the Registrar by the owner thereof in person, or by its attorney duly authorized in writing, upon surrender of such BAN or Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the owners or its attorneys duly authorized in writing, and thereupon a new fully registered BAN or BANs, or Bond or Bonds, as the case may be, in the same principal amount and of the same series and maturity, shall be executed and delivered in the name of the transferee or transferees or the owners, as the case may be, in exchange therefor. The Registrar shall not be obligated to make any exchange or transfer of BANs or Bonds following the fifteenth day immediately preceding an interest payment date on any BANs or Bonds until such interest payment date. The Registrar shall not be obligated (a) to register, transfer or exchange any BAN or Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of the BANs and Bonds, or (b) to register, transfer or exchange the BANs or Bond selected, called or being called for redemption in whole or in part after mailing notice of such call. The Commission and the Registrar for the BANs or Bonds may treat and consider the person in whose name such BAN or Bond is registered as the absolute owner thereof for all purposes including for the purpose of receiving payment of, or an account of, the principal thereof. The BANs or Bonds may be transferred or exchanged without

cost to the owners except for any tax or government charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable by the person requesting such transfer or exchange.

(H) The Commission has determined that it may be beneficial to the Commission to have the BANs and the Bonds held by a central depository system pursuant to an agreement between the Commission and The Depository Trust Company, New York, New York (“Depository Trust Company”) and have transfers of the BANs and Bonds effected by book entry on the books of the central depository system (“Book Entry System”). The BANs and the Bonds may be initially issued in the form of a separate single authenticated fully registered BAN or Bond for the aggregate principal amount of each separate maturity of the BANs and Bonds. In such case, upon initial issuance, the ownership of such BANs and Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the BANs and Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the Commission and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner (“Beneficial Owner”)) of the BANs and Bonds with respect to (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any BAN holder or bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any notice with respect to the BANs and Bonds including any notice of redemption, or (iii) the payment to any BAN holder or bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the BANs and Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated BAN or Bond evidencing an obligation of the Commission to make payments of the principal of and premium, if any, and interest on the BANs and Bonds pursuant to this Resolution. The Commission and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute BAN holder or bondholder of each of the BANs and Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such BANs and Bonds; (ii) giving notices of redemption and other notices permitted to be given to BAN holders and bondholders with respect to such BANs and Bonds; (iii) registering transfers with respect to such BANs and Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by BAN holders or bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the BANs and Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the Commission’s and the Paying Agent’s obligations with respect to principal of and premium, if any, and interest on the BANs and Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the Commission of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words “CEDE & CO.” in this Resolution shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any BAN or Bond is registered in the name of CEDE & CO., as nominee of the Depository

Trust Company, all payments with respect to the principal of and premium, if any, and interest on such BANs and Bonds and all notices with respect to such BANs and Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the Commission to the Depository Trust Company.

Upon receipt by the Commission of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the :functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the BANs and Bonds shall no longer be restricted to being registered in the register of the Commission kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the BAN holders and bondholders transferring or exchanging the BANs and Bonds shall designate, in accordance with the provisions of this Resolution.

If the Commission determines that it is in the best interest of the BAN holders and bondholders that they be able to obtain certificates for the fully registered Bonds, the Commission may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the BANs and Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the BANs and Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the Commission and the Registrar to do so, the Registrar and the Commission will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered BANs or Bonds of any Beneficial Owner's Depository Trust Company account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the BANs or Bonds.

If the BANs and Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause said BANs and Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such BANs and Bonds printed until it shall have received from the Commission indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to BAN holders or bondholders by the Commission or the Registrar with respect to any consent or other action to be taken by BAN holders or bondholders the Commission or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the BANs and Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the Commission and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written

representation from the Beneficial Owners of the BANs and Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the BANs and Bonds and setting for the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the BAN holders or bondholders for purposes of this Resolution and the Commission and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the BAN holders or bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to be delivered to the Registrar a list of all Beneficial Owners of the BANs and Bonds, together with the dollar amount of each Beneficial Owner's interest in the BANs and Bonds and the current addresses of such Beneficial Owners.

(I) The BANs and the Bonds shall be payable in lawful money of the United States of America. The principal (except for mandatory sinking fund and optional redemption payments) of the BANs and Bonds shall be payable upon presentation at the office of the Paying Agent: Mandatory sinking fund payments, optional redemption payments and interest on the BANs and Bonds shall be paid by check mailed to each owner at the address as it appears on the registration books kept by the Registrar as of the fifteenth day immediately preceding the interest payment date or at such other address as provided to the Registrar in writing by such owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

(J) The BANs do not constitute a corporate obligation of the City, but constitute an obligation of the District as a special taxing district, payable solely from Tax Increment (subject to Section 2(B) above) and the proceeds of the BANs and of the Bonds when, as, and if issued.

(K) The Bonds do not constitute a corporate obligation of the City, but constitute an obligation of the District as a special taxing district, in the name of the City, payable solely out of Tax Increment and investment earnings on any cash or securities held in any of the funds or accounts established under this Resolution and from funds on deposit in any of the accounts established under this Resolution. The District is not obligated to pay the debt service on the Bonds from any source other than the sources described above. Neither the faith and credit nor the taxing power of the District or the City is pledged to the payment of the principal of or the interest on the Bonds.

SECTION 4. FORM OF THE BANS AND THE BONDS.

(A) Form of the Bonds. The form and tenor of the Bonds shall be substantially as follows (all blanks to be properly completed prior to the preparation of the Bonds):

R-__

UNITED STATES OF AMERICA

CITY OF BLOOMINGTON, INDIANA
REDEVELOPMENT DISTRICT TAX INCREMENT
REVENUE BOND, SERIES 2018

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>Authentication Date</u>	<u>[CUSIP]</u>
__%	_____ 1, 20__	_____ 1, 20__	_____ 1, 20__	[_____]

REGISTERED OWNER: _____

PRINCIPAL SUM: _____ Dollars (\$_____)

The Bloomington Redevelopment Commission (“Commission”), acting in the name of the City of Bloomington, Indiana (“City”), for value received, hereby acknowledges itself indebted and promises to pay, but solely out of Tax Increment (as defined in the Bond Resolution defined below) and the funds held under the Bond Resolution to the registered owner (named above) or registered assigns, the Principal Amount set forth above on the Maturity Date set forth above (unless paid or redeemed earlier as hereinafter provided), and to pay interest thereon at the Interest Rate set forth above, on each interest payment date, from the interest date to which interest has been paid next preceding the date of authentication of this Bond from the interest payment date immediately preceding the date of authentication of this Bond unless this Bond is authenticated on or before _____ 15, 20__, in which case interest shall be paid from the Original Date, or unless this Bond is authenticated between the fifteenth day preceding an interest payment date and the interest payment date, in which case interest shall be paid from such interest payment date. Interest shall be payable on February 1 and August 1 of each year, commencing [February/August] 1, 20__. Interest shall be calculated on the basis of twelve (12), 30-day months for a 360-day year.

The principal of, interest and premium, if any, on this Bond (except for mandatory redemption and optional redemption payments) are payable in lawful money of the United States of America. The principal (except for mandatory sinking fund and optional redemption payments) shall be payable in lawful money of the United States of America upon presentation at the office of the Paying Agent or at the principal corporate trust office of any successor paying agent appointed under the Bond Resolution hereinafter defined. Mandatory and optional redemption payments and interest on this Bond shall be paid by check mailed to the registered owner of this Bond at the address as it appears on the registration books kept by the Registrar as of the fifteenth day immediately preceding the interest payment date or at such other address as is provided to the Registrar in writing by the registered owner. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day Commission funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

The Bonds shall be initially in a Book Entry System (as defined in the Bond Resolution). The provisions of this Bond and of the Bond Resolution are subject in all respects to the provisions of the Letter of Representations between the City and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.

THIS BOND DOES NOT CONSTITUTE A CORPORATE OBLIGATION OF THE CITY OF BLOOMINGTON, BUT CONSTITUTES AN OBLIGATION OF THE BLOOMINGTON REDEVELOPMENT DISTRICT (“DISTRICT”) AS A SPECIAL TAXING DISTRICT, IN THE NAME OF THE CITY, PAYABLE SOLELY OUT OF TAX INCREMENT AND INVESTMENT EARNINGS ON ANY CASH OR SECURITIES HELD IN ANY OF THE ACCOUNTS OR FUNDS ESTABLISHED UNDER THE BOND RESOLUTION. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE DISTRICT OR THE CITY IS PLEDGED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS BOND.

This Bond is one of an authorized issue of bonds of the Redevelopment District of the City of Bloomington with an aggregate principal amount of \$_____ designated “Redevelopment District Tax Increment Revenue

Bonds of 20__” (“Bonds”). The Bonds are numbered consecutively from R-1 upwards and are issued pursuant to the Bond Resolution adopted by the Bloomington Redevelopment Commission (“Commission”) on October 15, 2018, as Resolution No. _____ (“Bond Resolution”) and in strict compliance with I.C. 5-1-14, I.C. 36-7-14, I.C. 36-7-25 and all related and supplemental acts as in effect on the issue date of the Bonds (collectively, “Act”), to procure funds to be applied to the Costs of the Project (as defined in the Bond Resolution), including issuance expenses of the Bonds [and to fund a debt service reserve for the Bonds]. The Project consists of the acquisition and construction of two parking garages to be located in, serving or benefiting the Bloomington Consolidated Economic Development Area, an economic development area under the Act.

The Bonds are all equally and ratably secured by and entitled to the protection of the Bond Resolution. To secure payment of the Debt Service (as defined in the Bond Resolution) on the Bonds and performance of all other covenants of the City and the District under the Bond Resolution, the Commission, acting in the name of the City, pursuant to the Bond Resolution, has pledged Tax Increment (as defined in the Bond Resolution) and the funds and accounts held under the Bond Resolution to the Bonds. Reference is hereby made to the Bond Resolution for a description of the rights, duties and obligations of the Commission, the District, and the owner of the Bonds, the terms and conditions upon which the Bonds are issued and the terms and conditions upon which the Bonds will be paid at or prior to maturity, or will be deemed to be paid and discharged upon the making of provisions for payment therefor. Copies of the Bond Resolution are on file at the office of the Commission. THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE BOND RESOLUTION.

The Bonds of this issue maturing on and after _____ 1, 20__, are redeemable at the option of the City beginning on _____ 1, 20__, or any date thereafter, upon thirty (30) days’ notice, in whole or in part, in order of maturity selected by the Commission and by lot within a maturity, at par.

[Insert mandatory sinking fund redemption terms, if any]

Each Five Thousand Dollars (\$5,000) principal amount shall be considered a separate bond for purposes of optional [and mandatory] redemption. If less than an entire maturity is called for redemption, the bonds to be redeemed shall be selected by lot by the Registrar. [If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.]

Notice of any redemption shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption (unless notice is waived by the Owners of the Bonds) by sending written notice by certified or registered mail to the Owners of the Bonds to be redeemed in whole or in part at the address shown on the registration books of the Registrar. Failure to give such notice by mailing, or any defect therein with respect to any Bond, shall not affect the validity of any proceeding for the redemption of other Bonds. Such notice shall state the redemption date, the redemption price, the amount of accrued interest, if any, payable on the redemption date, the place at which the Bonds are to be surrendered for payment and, if less than the entire principal amount of the Bond is to be redeemed, the portion thereof to be redeemed. By the date fixed for redemption, due provision shall be made with the Registrar for the payment of the redemption price of the Bonds to be redeemed, plus accrued interest, if any, to the date fixed for redemption. When the Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners of such Bonds to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption, provided that funds for their redemption are on deposit at the place of payment at that time.

If fewer than all of the Bonds are to be redeemed, the Registrar will select the particular Bonds to be redeemed by lot in such manner as it deems fair and appropriate. Each principal amount shall be considered a separate bond for purposes of redemption.

The Commission reserves the right to authorize and issue additional bonds or enter into leases payable out of Tax Increment as provided in the Bond Resolution.

The Commission may, without the consent of, or notice to, the registered owners of this Bond, adopt a supplemental resolution to the Bond Resolution under certain circumstances as described in the Bond Resolution.

This Bond is transferable or exchangeable only upon the books of the Commission kept for that purpose at the office of the Registrar by the Registered Owners in person, or by its attorney duly authorized in writing, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the Registered Owners or its attorney duly authorized in writing, and thereupon a new fully registered or Bond in the same aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or the Registered Owners, as the case may be, therefor. The Registrar shall not be obligated to (a) register, transfer or exchange the Bonds during a period of fifteen (15) days next preceding mailing of a notice of redemption of the Bonds, or (b): to register, transfer or exchange the Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call. The City and the Registrar may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof. This Bond may be transferred or exchanged without cost to the Registered Owners except for any tax or governmental charge required to be paid with respect to the transfer or exchange, which taxes or governmental charges are payable to the person requesting such transfer or exchange.

This Bond shall be issued in fully registered form in the minimum denomination of Five Thousand Dollars (\$5,000) or in any integral multiples thereof.

If this Bond shall have become due and payable in accordance with its terms or shall have been duly called for redemption or irrevocable instructions to call this Bond or a portion thereof for redemption shall have been given, and the whole amount of the principal of and interest so due and payable on this Bond or portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) noncallable, direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of and interest on which (a) are unconditionally guaranteed or "insured by the United States of America, or (b) are provided for by an irrevocable deposit of securities described in clause (ii) and are not subject to call or redemption by the issuer thereof prior to maturity or for which irrevocable instructions to redeem have been given, shall be held in trust for such purpose, and provision shall also have been made for paying all fees and expenses in connection with the redemption, then and in that case this Bond shall no longer be deemed outstanding or an indebtedness of the District.

It is hereby certified, recited and declared that all acts, conditions and things required to be done precedent to and in the execution, issuance, sale and delivery of this Bond have been properly done, happened and performed in regular and due form as prescribed by law, and that the total indebtedness of the Bloomington Redevelopment District, including the Bonds, does not exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the authorized representative of the Registrar.

IN WITNESS WHEREOF, the Bloomington Redevelopment Commission has caused this Bond to be executed by the manual or facsimile signature of the Mayor, in the name of the City of Bloomington for and on behalf of the Redevelopment District of the City, and attested by the manual or facsimile signature of the Controller of the City, who has caused the seal of City of Bloomington to be impressed or a facsimile thereof to be printed hereon:

CITY OF BLOOMINGTON, INDIANA

By: _____
Mayor

(SEAL)

ATTEST:

Controller

CERTIFICATE OF AUTHENTICATION

It is hereby certified that this bond is one of the bonds described in the within-mentioned Resolution duly authenticated by the Registrar.

_____, as Registrar

By _____
Authorized Representative

ASSIGNMENT

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN. COM.	as tenants in common
TEN. ENT.	as tenants by the entireties
JT. TEN.	as joint tenants with right of survivorship and not as tenants in common
UNIF. TRANS. MIN. ACT	_____ Custodian _____ (Cust.) (Minor)

under Uniform Transfers to Minors Act of _____
(State)

Additional abbreviations may also be used although not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(please print or typewrite name and address of transferee)

(please insert social security or
other identifying number of assignee)

\$ _____ in principal amount (must be a multiple of \$ _____) of the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

(End of Bond Form)

(B) Form of BANs. The form of the BANs shall be set forth in the BAN Purchase Agreement.

(C) Form of Parity Obligations. The form of any Parity Obligations shall be set forth in the resolution approving the issuance of such Parity Obligations.

SECTION 5. SALE OF THE BANs AND THE BONDS, DEPOSIT OF PROCEEDS.

(A) The Controller, upon the advice of the Commission's financial advisor, is hereby authorized and directed to sell the BANs to the BAN Purchaser at a negotiated sale upon receipt of the purchase price or the initial draw in immediately available funds.

Prior to the delivery of the BANs, the Controller shall obtain a legal opinion addressed to the Commission as to the validity of the BANs from Barnes & Thornburg LLP, Indianapolis, Indiana, bond counsel ("Bond Counsel"), and shall furnish such opinion to the BAN Purchaser. The cost of such Opinion shall be considered as a part of the cost incidental to these proceedings and shall be paid out of the proceeds of the BANs.

Capitalized interest on the BANs, if any, shall be deposited in a separate subaccount of the Allocation Fund. The remaining proceeds of the BANs shall be deposited in the Capital Fund and applied to the Costs of the Project.

(B) After completion of all the necessary legal requirements for the marketing of the Bonds, the Controller is hereby authorized and directed to sell the Bonds to the Bond Purchaser at a negotiated private sale or at a competitive sale pursuant to I.C. 5-1-11-2, upon receipt of the purchase price, including interest accrued to the date of delivery, if any, in immediately available funds, pursuant to the terms of the Bond Purchase Agreement. The Bonds shall be sold to the Bond Purchaser at a price of not less than 99% of par.

(C) Prior to the delivery of each series of the Bonds, the Controller shall obtain a legal opinion addressed to the Commission as to the validity of the Bonds from Bond Counsel, and shall furnish such opinion to the Bond Purchaser. The cost of such opinion shall be considered as part of the costs incidental to these proceedings and shall be paid out of proceeds of the Bonds.

(D) Capitalized interest received from the sale of the Bonds, if any, shall be deposited in a separate subaccount of the Allocation Fund and applied as set forth in Section 11. Proceeds of the Bonds in an amount not to exceed the Debt Service Reserve Requirement shall be deposited in

the Debt Service Reserve Account. An amount sufficient to repay the BANs, if any, shall be immediately applied to the payment of the BANs. The remaining proceeds of the Bonds shall be deposited in the Capital Fund.

SECTION 6. DELIVERY OF INSTRUMENTS.

The Commission hereby authorizes and directs the Mayor, the Controller and the President of the Commission, and each of them, for and on behalf of the City, the Commission and the District, to prepare, execute and deliver any and all instruments, letters, certificates, agreements and documents as the executing official or Bond Counsel determines is necessary or appropriate to consummate the transactions contemplated by this Resolution, and such determination shall be conclusively evidenced by the execution thereof. The instruments, letters, certificates, agreements and documents, including the BANs and the Bonds, necessary or appropriate to consummate the transactions contemplated by this Resolution shall, upon execution, as contemplated herein, constitute the valid and binding obligations or representations and warranties of the Commission, acting in the name of the City, the full performance and satisfaction of which by the Commission are hereby authorized and directed.

SECTION 7. BOND PURCHASE AGREEMENT, BAN PURCHASE AGREEMENT AND INVESTMENT LETTERS.

(A) The Commission hereby authorizes and approves the preparation of a BAN Purchase Agreement and a Bond Purchase Agreement, by which the BANs or Bonds are to be sold to the BAN Purchaser or Bond Purchaser. The President or Vice President of the Commission is hereby authorized and directed to execute, and the Secretary of the Commission is hereby authorized and directed to attest and affix the seal of the City to, the BAN Purchase Agreement and the Bond Purchase Agreement, with such changes and revisions thereto as they deem necessary or appropriate to consummate the transactions contemplated thereby. Such execution and attestation shall be conclusive evidence of their approval of such changes and revisions. The BAN Purchase Agreement and the Bond Purchase Agreement in the form executed shall constitute the valid and binding limited obligation of the Commission, acting in the name of the City, the full performance and satisfaction of which by the Commission is hereby authorized and directed.

(B) The Controller and the President or Vice President of the Commission are authorized and directed to obtain an investment letter from the BAN Purchaser to the effect that by acceptance of the BANs, the BAN Purchaser is deemed to have consented to all the terms and provisions of this Resolution and represents that:

(1) It is a sophisticated investor and is familiar with securities such as the BANs.

(2) It is familiar with the City, the Commission and the District. It has received and read such information concerning the City, the Commission, the District, the BANs, the Bonds and the Tax Increment as it deems to be necessary in connection with investment in the BANs. It has received, read and commented upon this Resolution. Prior to the purchase of the BANs, it has been provided with the opportunity to ask questions of and

receive answers from the representatives of the City, the District and the Commission concerning the terms and conditions of the BANs and the tax status of the BANs, and the security therefor, and to obtain any additional information needed in order to verify the accuracy of the information obtained to the extent that the City, the District or the Commission possesses such information or can acquire it without unreasonable effort or expense. It is not relying on Bond Counsel for information concerning the financial status of the Commission or the ability of the Commission to honor its obligations or other covenants under this Resolution.

(3) It is acquiring the BANs for its own account with no present intent to resell and that it will not sell, convey, pledge or otherwise transfer the BANs without prior compliance with applicable requirements of state and federal laws, including laws concerning disclosure. It acknowledges and understands that the owners of the BANs cannot reasonably rely on the repayment of the BANs from any source other than Tax Increment and proceeds of the BANs and the Bonds.

SECTION 8. OFFICIAL STATEMENT AND CONTINUING DISCLOSURE.

(A) The distribution of an Official Statement prepared for and on behalf of the Commission, is hereby authorized and approved and the President or the Vice President of the Commission, is authorized and directed to execute the final Official Statement on behalf of the Commission in a form consistent with this Resolution and the Bond Purchase Agreement. If necessary, the President or Vice President of the Commission is hereby authorized to designate the preliminary Official Statement as “nearly final” for purposes of Rule 15c2-12, as amended and as adopted by the Securities and Exchange Commission (“Rule 15c 2-12”).

(B) If the BANs or Bonds are subject to Rule 15c2-12, then with respect to the BANs or Bonds, respectively, the President or Vice President of the Commission is hereby authorized to execute and deliver a continuing disclosure agreement upon delivery of the Bonds (“Continuing Disclosure Agreement”). The Commission and City covenant, to the extent permitted by law that they will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Resolution, failure of the Commission or the City to comply with the Continuing Disclosure Agreement shall not be considered an event of default hereunder. If the Commission or the City fails to comply with the Continuing Disclosure Agreement, the sole remedy available for such failure shall be for the specific performance of the Commission’s or City’s obligations under this Section and the Continuing Disclosure Agreement and there shall be no remedies for money damages of any kind or in any amount. This remedy shall be available solely to owners of the BANs or the Bonds for which the Continuing Disclosure Agreement was delivered. The Commission’s or City’s failure to honor its covenant herein shall not constitute a breach or default under this Resolution pursuant to which the BANs or the Bonds are issued or any other agreement to which the Commission or City is a party. The remedy set forth in this Section 8 may be exercised by any holder of the BANs of the Bonds for which the Continuing Disclosure Agreement was delivered in any court of competent jurisdiction in the State of Indiana. An affidavit to the effect that such person is a holder of BANs or the Bonds for which the Continuing Disclosure Agreement was delivered supported by reasonable documentation of such claim shall be sufficient to evidence standing to pursue this remedy. Prior to pursuing any

remedy under this Section 8, a holder of BANs or the Bonds for which the Continuing Disclosure Agreement was delivered shall give notice to the Commission or the City, via registered or certified mail, of such breach and its intent to pursue such remedy. Fifteen (15) days after mailing of such notice, and not before, a holder of BANs or the Bonds for which the Continuing Disclosure Agreement was delivered may pursue such remedy under this Section 8.

SECTION 9. EXECUTION OF THE BANs AND THE BONDS.

The Mayor is hereby authorized and directed to execute the BANs and the Bonds with his manual or facsimile signature, and the Controller is hereby authorized and directed to have BANs and the Bonds prepared, attest the BANs and the Bonds with his manual or facsimile signature and cause the seal of the City to be impressed or a facsimile thereof to be printed on the BANs and the Bonds, all in the form and manner herein provided. If any officers whose signature or facsimile signature shall appear on the BANs and the Bonds shall cease to be such officer before the delivery of the BANs and the Bonds, such signature shall nevertheless be used and sufficient for all purposes the same as if such officer had remained in office until the date of delivery of the BANs and the Bonds even though such officer may not have been so authorized or have held such office. Upon the consummation of the sale of the BAN and the Bonds, the Controller shall receive from the BAN Purchaser and the Bond Purchaser the amount to be paid for the BANs and the Bonds, respectively, and deliver the BANs to the BAN Purchaser and the Bonds to the Bond Purchaser.

SECTION 10. REDEVELOPMENT DISTRICT CAPITAL FUND.

(A) The Redevelopment District Capital Fund is established pursuant to I.C. 36-7-14-26. Proceeds of the BANs and the Bonds deposited in the Capital Fund shall be deposited in a separate account of the Commission, acting in the name of the City, and kept separate and apart from all other funds of the City, the Commission and the District and may be invested only in Qualified Investments as permitted by law. Proceeds of the BANs will be drawn and disbursed in accordance with subsection (C) and the BAN Purchase Agreement. The Controller shall administer the moneys in the Capital Fund in accordance with this Resolution, The proceeds in the Capital Fund and investment earnings on amounts in the Capital Fund shall be expended only to pay the Costs of the Project and Debt Service on the Bonds. Upon issuance of the Bonds, any BANs shall be called for redemption as provided in Section 3 and proceeds of the Bonds in the Capital Fund shall be immediately set aside and used for the repayment of the principal of and interest on the BANs. The remaining proceeds of the BANs and the Bonds shall be applied to pay remaining Costs of the Project.

(B) Before the eleventh day of each calendar month, the Controller shall notify the Commission of the amount in the Capital Fund at the close of business on the last day of the preceding month.

(C) The Controller shall disburse from the Capital Fund the amount required for the payment of the remaining Costs of the Project upon the receipt of duly authorized claims filed in accordance with Indiana law and approved by the Commission.

(D) If, after payment of all claims tendered under the provisions of this Section, any funds shall remain in the Capital Fund, the Controller shall transfer all moneys then in the Capital Fund (except moneys reserved to pay any disputed or unpaid claims), to the Allocation Fund to pay principal and interest on the BANs, Debt Service on the Bonds, or as otherwise permitted by law and directed by the Commission.

SECTION 11. FLOW OF FUNDS.

(A) Creation of Funds and Accounts.

(1) There has previously been established, and is hereby continued, the Allocation Fund, a Bond Principal and Interest Account, a Debt Service Reserve Account and a Surplus Fund. The Allocation Fund shall be held by the Controller. All Prior Bond Increment and Tax Increment shall immediately upon receipt by the City be deposited in the Allocation Fund and then be set aside in the following Accounts and Funds, in the following order of priority and to the extent indicated below:

- (a) Bond Principal and Interest Account;
- (b) Debt Service Reserve Account; and
- (c) Surplus Fund.

The Controller shall, if necessary or required to comply with the covenants and obligations set forth in the resolutions and documents authorizing and applicable to the Prior Bonds, keep such separate records or establish such separate accounts or subaccounts and make such deposits therein from the Allocation Fund, as deemed necessary to maintain such compliance.

(2) Amounts in the Allocation Fund shall be invested in Qualified Investments at the direction of the Controller. Interest earned in each fund or account shall be credited to such fund or account.

(B) Bond Principal and Interest Account. The Controller shall, at least one day prior to each principal and interest payment date, set aside from the Allocation Fund an amount which, together with any amount already on deposit therein, is sufficient to pay principal and interest due on the BANs or the Bonds on the following interest and/or principal payment date, taking into account the payments due on the Prior Bonds, any Parity Obligations and any subordinate obligations. No funds need to be deposited or retained in the Bond Principal and Interest Account to the extent that the amount contained or remaining therein is at least equal to the aggregate amount of debt service becoming next due and payable on the BANs and Bonds as well as payments next due on the Prior Bonds, any Parity Obligations and any subordinate obligations. All money in the Bond Principal and Interest Account shall be used and withdrawn solely for the purpose of paying debt service on the BANs or Debt Service (and the redemption premium, if any) on the Bonds as they shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity) and amounts due on the Prior Bonds, any Parity Obligations and any subordinate obligations.

(C) Debt Service Reserve Account. Proceeds of the Bonds or funds of the Commission in an amount equal to the Debt Service Reserve Requirement shall be deposited in the Debt Service Reserve Account, upon issuance of the Bonds. If, at any time, the balance in the Debt Service Reserve Account is less than the Debt Service Reserve Requirement, all Tax Increment not required for the Bond Principal and Interest Account shall be deposited in the Debt Service Reserve Account until the balance equals the Debt Service Reserve Requirement. Moneys deposited and maintained in the Debt Service Reserve Account shall be applied to the payment of the principal of and interest on the Bonds to the extent that amounts in the Bond Principal and Interest Account are insufficient to pay Debt Service when due and payable. If moneys in the Debt Service Reserve Account are transferred to the Bond Principal and Interest Account to pay Debt Service on the Bonds, the depletion of the balance in the Debt Service Reserve Account shall be made up from the next available Tax Increment after the required deposits to the Bond Principal and Interest Account are made. Any moneys in the Debt Service Reserve Account in excess of the Debt Service Reserve Requirement shall be deposited in the Surplus Fund and applied as set forth in subsection (D). Notwithstanding anything herein to the contrary, the Commission may fund all or part of the Debt Service Reserve Account with a debt service reserve surety bond or credit facility. The surety bond or credit facility must be issued by an insurance company rated in one of the two highest rating categories (without reference to modifiers within a category) by Standard & Poor's Corporation and Moody's Investors Service, respectively, with such rating requirements being determined as satisfied at the time of issuance of such surety bond and not at any time thereafter.

The Commission, upon the advice of its financial advisor, hereby finds that funding the Debt Service Reserve Account is reasonably required and that the Debt Service Reserve Requirement is no larger than necessary to market the Bonds. The Commission further finds that the Debt Service Reserve Requirement is directly related to the Project because the Bond Purchaser would not purchase the Bonds without the Debt Service Reserve Account.

The Debt Service Reserve Requirement, if any, for any Parity Obligations shall be set forth in the resolution authorizing the Parity Obligations. Such resolution may amend the definition of the Debt Service Reserve Requirement to include the Parity Obligations without obtaining the consent of the owners of the outstanding Bonds.

(D) Surplus Fund. After making the deposits described in (A), (B) and (C) above, any remaining Tax Increment shall be deposited in the Surplus Fund and shall be available in the following order of priority:

- (1) to pay Debt Service due on the Bonds, debt service due on the BANs, fixed annual lease rentals or any amounts due under any Parity Obligations;
- (2) to fund or replenish the Debt Service Reserve Account;
- (3) to pay debt service or lease rentals due on subordinate obligations permitted pursuant to Section 12 (C) hereof;
- (4) at the option of the Commission, to pay additional Debt Service or additional lease rentals to enable the redemption or purchase of Bonds; or

(5) for any other purposes permitted by the Act, including distributions to the tracing units as provided under the Act.

(E) No Prior Liens. The Commission, acting in the name of the City, represents and warrants that there are no prior liens, encumbrances or other restrictions on the Tax Increment, or on the City's ability to pledge the Tax Increment for the benefit of the owners of the BANs or the Owners of the Bonds, except as otherwise described and set forth herein.

SECTION 12. ISSUANCE OF ADDITIONAL BONDS.

(A) Parity BANs. The Commission reserves the right to authorize and issue BANs on parity with the BANs for the purpose of raising money to complete the Project, to refund the BANs or for any other purposes permitted by the Act. Except as provided in this Resolution, the terms and conditions of any parity BANs shall be set forth in the resolution authorizing the issuance of such parity BANs.

(B) Parity Obligations. The Commission reserves the right to authorize and issue Parity Obligations of the Commission, acting in the name of the City, payable from Tax Increment, for the purpose of raising money for future local public improvements or economic redevelopment projects in, serving or benefitting the Area or to refund the Bonds, the Prior Bonds or other Parity Obligations. If any Parity Obligations are issued pursuant to this Section 12, the term "Bonds" in this Bond Resolution shall, unless the context otherwise requires, be deemed to refer to the Bonds and such Parity Obligations. The authorization and issuance of such Parity Obligations, which shall be payable from Tax Increment, shall be subject to the following conditions precedent:

(1) All interest and principal payments with respect to all obligations payable from the Tax Increment shall be current to date in accordance with the terms thereof, with no payment in arrears;

(2) For Parity Obligations payable from Tax Increment without a special benefits tax levy under I.C. 36-7-14-27, another unlimited property tax levy or a pledge of local option income taxes, the Commission and the Bond Purchaser shall have received a certificate ("Certificate") prepared by an independent, qualified accountant or feasibility consultant ("Certifier") certifying the amount of the Tax Increment estimated to be received in each succeeding year, adjusted as provided below, which estimated amount shall be at least equal to one hundred twenty-five percent (125%) of the debt service requirements with respect to the outstanding Bonds and the proposed Parity Obligations for each respective year during the term of the outstanding Bonds. In estimating the Tax Increment to be received in any future year, the Certifier shall base the calculation on assessed valuation actually assessed or estimated to be assessed as of the assessment date immediately preceding the issuance of the Parity Obligations; provided, however, the Certifier shall adjust such assessed values for the current and future reductions of real property tax abatements granted to property owners in the Allocation Area. If the Parity Obligations are secured by a special benefits tax levy under I.C. 36-7-14-27, another

unlimited property tax levy or a pledge of local option income taxes, the requirements of this paragraph (A)(2) need not be met; and

(3) Principal and interest on any Parity Obligations or junior obligations and lease rentals on Parity Obligations which are leases shall be payable semiannually in approximately equal installments on February 1 and August 1.

Except as provided in this Resolution, the terms and conditions of any Parity Obligations shall be set forth in the resolution authorizing the issuance of such Parity Obligations.

(C) Subordinate Obligations. The Commission, acting in the name of the City, may issue bonds or other obligations or enter into leases which are junior and subordinate to the Bonds. The terms and conditions of such subordinate obligations will be set forth in a resolution adopted by the Commission. Principal and any interest on any subordinate obligations and lease rentals shall be payable on February 1 and August 1 out of Tax Increment as set forth in Section 11.

SECTION 13. TAX COVENANTS. In order to preserve the excludability of interest on any BANs and any Bonds, the interest on which is excluded from gross income for federal tax purposes (collectively, the "Tax-Exempt Bonds") under Section 103 of the Internal Revenue Code of 1986 as existing on the date of issuance of any such series of the Tax-Exempt Bonds (the "Code"), and as an inducement to purchasers of the Tax-Exempt Bonds, the Commission represents, covenants and agrees that:

(a) Each of the District and the City will not take any action nor fail to take any action with respect to the Tax-Exempt Bonds that would result in the loss of the excludability of interest on the Tax-Exempt Bonds from gross income for federal tax purposes pursuant to Section 103 of the Code, nor will the District or the City act in any other manner which would adversely affect such exclusion;

(b) It shall be not an event of default under this resolution if the interest on any Tax-Exempt Bond is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code which is not currently in effect and in existence on the date of issuance of the Tax-Exempt Bonds;

(c) The District hereby covenants that it will rebate any arbitrage profits to the United States to the extent required by the Code and the regulations promulgated thereunder; and

(d) These covenants are based solely on current law in effect and in existence on the date of delivery of each series of such Tax-Exempt Bonds.

Notwithstanding any other provisions of the Resolution, the foregoing covenants and authorizations (the "Tax Sections") which are designed to preserve the excludability of interest on the Tax-Exempt Bonds from gross income under federal law (the "Tax Exemption") need not be complied with to the extent the District receives an opinion of nationally recognized bond counsel that compliance with such Tax Section is unnecessary to preserve the Tax Exemption.

SECTION 14. CONTRACTUAL NATURE OF THIS RESOLUTION.

(A) The provisions of this Resolution shall constitute a contract by and between the Commission, acting in the name of the City, and the owners of the BANs or the Owners of the Bonds. After the issuance of the BANs or the Bonds, this Resolution, and the definition of, or the manner of determining, allocating or collecting the Tax Increment or the lien created by this Resolution, shall not be repealed, amended or impaired in any respect which will adversely affect the rights of the owners of the BANs or the Owners of the Bonds, respectively (except as specifically permitted in Sections 16 and 17), nor shall the Commission adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners so long as any of the BANs or the Bonds remain unpaid.

(B) The Commission, acting in the name of the City, covenants not to impair the pledge of the Tax Increment to the payment of the BANs or the Bonds, so long as any of the Bonds are outstanding, or to impair any other pledge or covenant under this Resolution during that period. The Commission further covenants not to change, alter or diminish the Area or the Allocation Area in any way that would adversely affect the owners of the BANs or the Owners of the Bonds so long as any of the BANs or the Bonds remain outstanding.

SECTION 15. DEFEASANCE OF THE BONDS.

(A) If, when the Bonds or a portion thereof shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds or a portion thereof for redemption shall have been given, and the whole amount of the Debt Service so due and payable upon the Bonds or a portion thereof then outstanding shall be paid or (i) sufficient moneys, or (ii) noncallable, direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys for such purpose, or (iii) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, and interest on which (a) are unconditionally guaranteed or insured by the United States of America, or (b) are provided for by an irrevocable deposit of securities described in clause (ii) and are not subject to call or redemption by the issuer thereof prior to maturity or for which irrevocable instructions to redeem have been given, shall be held in trust for such purpose, and provision shall also have been made for paying all fees and expenses in connection with the redemption, then and in that case the Bonds or such portion thereof shall no longer be deemed outstanding or an indebtedness of the Commission, acting in the name of the City. If no principal of or interest on the Bonds or any subordinate obligations is outstanding, any remaining funds (including Tax Increment) shall be used as provided in I.C. 36-7-14-39 or any successor provision.

(B) No deposit under this Section shall be made or accepted under this Section and no use made of any such deposit unless the Commission shall have received a verification from an accountant or firm of accountants appointed by the Controller and acceptable to the Commission verifying the sufficiency of the deposit to pay the principal of the Bonds to the due date, whether such due date be by reason of maturity or upon redemption.

SECTION 16. AMENDING SUPPLEMENTAL RESOLUTION. The Commission may, without the consent of, or notice to, the Owners of the Bonds, adopt a supplemental resolution for any one or more of the following purposes:

- (A) To cure any ambiguity or formal defect or omission in this Resolution;
- (B) To grant to or confer upon the owners of the BANs or the Owners of the Bonds any additional benefits, security, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the owners of the BANs or the Owners of the Bonds;
- (C) To modify, amend or supplement this Resolution to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America or the qualification of this Resolution under the Trust Indenture Acts of 1939, as amended, or any similar federal statute hereafter in effect if such modification, amendment or supplement will not have a material adverse effect on the owners of the BANs or the Owners of the Bonds;
- (D) To provide for the refunding or advance refunding of all or a portion of the BANs or the Bonds;
- (E) To amend the Resolution to permit the Commission, acting in the name of the City, to comply with any future federal tax law or any covenants contained in any supplemental resolution with respect to compliance with future federal tax law;
- (F) To provide for the issuance of parity BANs, Parity Obligations or Subordinate Obligations;
- (G) To subject to the Bond Resolution additional revenues, security, properties or collateral; and
- (H) To amend the Resolution for any other purpose which in the judgment of the Commission does not adversely affect the interests of the owners of the BANs or the Owners of the Bonds in any material way.

SECTION 17. CONSENT TO SUPPLEMENTAL RESOLUTIONS.

(A) The owners of the BANs or the Owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in the Resolution to the contrary notwithstanding, to consent to and approve the adoption by the Commission of such supplemental resolutions as shall be deemed necessary and desirable by the Commission for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any supplemental resolution other than those provisions covered by Section 16; provided however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all the then outstanding Bonds affected, (a) an extension of the maturity of the principal of and interest on any Bonds payable from Tax Increment, or (b) a reduction in the

principal amount of any Bond or change in the rate of interest or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental resolution, or (e) a change in the provisions regarding the collection, deposit, and allocation of Tax Increment as set forth in I.C. 36-7-14-39 as in effect on the date of the issuance of the Bonds and in the Bond Resolution or in the lien on the Tax Increment for any Bonds, or (f) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time outstanding hereunder, or (g) a change in the method of accrual of interest on any Bonds.

(B) If at any time the Commission desires to adopt a supplemental resolution for any of the purposes permitted in this Section, the Commission shall cause notice of the proposed adoption of such supplemental resolution to be mailed by registered or certified mail to each owner of the BANs or Owners of the Bonds at the address shown on the registration books maintained by the Registrar. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that copies of it are on file at its office for inspection by all owners of the BANs or Owners of the Bonds. If, within sixty (60) days, or such longer period as shall be prescribed by the Commission, following the mailing of such notice, the owners of the BANs or the Owners of not less than fifty-one percent (51 %) in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental resolution shall have consented to and approved the execution of such supplemental resolution, no subsequent owners of the Bonds shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the adoption thereof or to enjoin or restrain the Commission from adopting the same or from taking any action pursuant to the provisions thereof. Upon the adoption of any such supplemental resolution as is permitted and provided by this Section, this Resolution shall be and be deemed to be modified and amended in accordance therewith.

(C) Any consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the owners of the BANs or Owners of the Bonds, may be in any number or concurrent writings of similar tenor and may be signed or executed by the owners of the BANs or Owners of the Bonds, in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of the BANs or the Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the City with regard to any action taken by it or them under such request or other instrument, namely:

(1) The fact and date of the execution by any person of any such writing may be proved (a) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (b) by an affidavit of any witness to such execution.

(2) The fact of ownership of the BANs and the Bonds or the amount or amounts, numbers and other identification of the BANs and the Bonds, and the date of holding the same shall be proved by the registration books maintained by the Registrar.

SECTION 18. EVENTS OF DEFAULT.

(A) If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(1) Default in the due and punctual payment of any interest on any BAN or Bond;
or

(2) Default in the due and punctual payment of the principal of any BAN or Bond at its stated maturity or mandatory redemption date.

(B) Upon the occurrence of an Event of Default, the Controller shall notify the owners of the BANs or the Owners of all Bonds then outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(1) The owners of the BANs or the Owners of the Bonds may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the BANs or the Bonds then outstanding.

(2) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Owners under this Resolution, the Owners of the Bonds will be entitled, as a matter of right, to the appointment of a receiver or receivers of the revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(3) If the Controller certifies that there is sufficient money on deposit in the funds and accounts under this Resolution to pay Debt Service on all the BANs or the outstanding Bonds, the Controller may declare the principal of and accrued interest on all BANs or Bonds to be due and payable immediately in accordance with this Resolution.

(4) The Controller may use any money in the Capital Fund or the Allocation Fund to pay debt service on the BANs or Debt Service on the Bonds if there is an Event of Default.

No right or remedy by the terms of this Resolution conferred upon or reserved to the owners of the BANs or the Owners of the Bonds is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to the owners of the BANs or the Owners of the Bonds hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of

Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default, by the owners of the BANs or by the Owners of the Bonds shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

(C) Anything in this Resolution to the contrary notwithstanding, the owners of a majority in aggregate principal amount of the outstanding BANs and the Owners of a majority in aggregate principal amount of the outstanding Bonds shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Controller, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Resolution, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Resolution.

(D) All money received hereunder pursuant to any right or remedy given or action taken upon occurrence of an Event of Default under this Resolution shall, after payment of the costs and expenses of the proceedings resulting in the collection of such money and of the expenses, liabilities and advances incurred or made hereunder, be deposited in the Allocation Fund and all such money shall be applied to the BANs or the Bonds, as the case may be, as follows:

FIRST, to the payment to the persons entitled thereto of all installments of interest then due on the BANs or the Bonds, including interest on any past due principal of any BANs or Bond at the rate borne by such BAN or Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto without any discrimination or privilege;

SECOND, to the payment to the persons entitled thereto of the unpaid principal of any of the BANs or the Bonds which shall have become due at maturity, in the order of their due dates and, if the amount available shall not be sufficient to pay in full the principal of the BANs or the Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD, to be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the BANs or the Bonds which may thereafter become due at maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on the BANs or the Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this subsection; such money shall be applied at such times, and from time to time, as the Controller shall determine, having due regard for the amount of such money available for application and the likelihood of

additional money becoming available for such application in the future. Whenever the Controller shall apply such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue: The Registrar shall establish a special record date for such payments and shall mail, at least fifteen (15) days prior to such special record date, such notice as it may deem appropriate of the deposit with it of any such money and of the fixing of any such date. The Paying Agent shall not be required to make payment of principal to the Owner of any BAN or the Owner of any Bond until such BAN or Bond shall be presented to the Paying Agent for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all BANs and Bonds have been paid under the provisions of this subsection and all expenses and charges have been paid, any balance remaining in the Allocation Fund, the Debt Service Reserve Account or the Surplus Fund shall be paid as provided in Section 11.

(E) Any recovery of judgment shall be for the equal and ratable benefit of the owners of all the outstanding BANs or Bonds.

Nothing in this Section contained shall, however, affect or impair the right of any owner of the BANs or Owner of the Bonds, which is absolute and unconditional, to enforce the payment of the principal of and redemption premium, if any, and interest on its Bonds out of Tax Increment and the funds and accounts under this Resolution, or the obligation of the Commission to pay the same, at the time and place expressed in the BANs or the Bonds.

(F) If an owner of the BANs or an Owner of the Bonds shall have proceeded to enforce any right under this Resolution by the appointment of a receiver of the Project, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the City, the Commission, the District, and the owners of the BANs or the Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and with regard to the property subject to this Resolution, and all rights, remedies and powers of the owners of the BANs or the Owners of the Bonds shall continue as if no such proceedings had been taken.

SECTION 19. NOTICES. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Addresses. The City, the Commission, or the Registrar and Paying Agent may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 20. BUSINESS DAYS. If the date of a principal payment of the Bonds or the date fixed for redemption of any portion of the Bonds shall be a legal holiday or a day on which banking institutions in the City or the jurisdiction in which the Registrar or Paying Agent is located are typically closed, then payment of principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

SECTION 21. SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 22. REPEAL OF CONFLICTING PROVISIONS. All resolutions, ordinances and orders, or parts thereof, in conflict with the provision of this Resolution, are, to the extent of such conflict, hereby repealed or amended. The foregoing is not intended, nor shall it be construed, to adversely affect any resolutions, ordinances, orders or other instruments applicable to the 2015 Bonds or the 2017 Bonds while such bonds are outstanding.

SECTION 23. EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and signing. The Secretary of the Commission is hereby directed to deliver a certified copy of this Resolution to the Controller.

Adopted at the meeting of the City of Bloomington Redevelopment Commission held on the 15th day of October, 2018.

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

DMS 13418306v1

18-69
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF CONTRACT WITH BLEDSOE RIGGERT COOPER JAMES FOR
PLATTING OF THE WEST OF ROGERS PARCELS WITHIN THE TRADES DISTRICT**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2011” (the “Bond”) to pay for the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”); and
- WHEREAS, the CTP, also known as the Trades District, is located inside the Downtown Area of the Consolidated Redevelopment Area (“Consolidated TIF”); and
- WHEREAS, part of the property that was acquired by the RDC is west of North Rogers Street, south of West 11th Street, east of Bender Lumber, and north of the B-Line Trail (the “West Rogers Parcels”); and
- WHEREAS, in Resolution 17-14, the RDC approved replatting of the southern portion of this property so that the property could be transferred to Pedcor; and
- WHEREAS, in order for the RDC and the City to market the northern portion of the property, it was necessary to adjust the property lines of the West Rogers Parcels, which required assistance from a surveyor to prepare the necessary documentation (“Platting Services”); and
- WHEREAS, pursuant to the City’s procurement process, Staff identified Bledsoe Riggert Cooper James (“BRCJ”) as the best provider of the Platting Services; and
- WHEREAS, Staff has negotiated an Agreement with BRCJ, which is attached to this Resolution as Exhibit A; and
- WHEREAS, pursuant to the terms of Exhibit A, BRCJ is willing to provide the necessary Platting Services for an amount not to exceed Three Thousand Dollars (\$3,000.00); and
- WHEREAS, the RDC has available Consolidated TIF Funds to pay for the Platting Services; and

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

1. The RDC finds the above described expenditures to be an appropriate use of the Consolidated TIF, and finds that platting the northern property serves the public’s best interest.

2. The RDC hereby approves payment of an amount not to exceed \$3,000.00 from the Consolidated TIF Fund for the Platting Services as described in more detail in Exhibit A, to be payable in accordance with the terms of Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City and the RDC's claims process.
3. The RDC hereby authorizes Donald Griffin to sign the Agreement with BRCJ, and any other documents necessary to effectuate the platting of the Southern Property, on behalf of the RDC.
4. The funding authorizations contained in this Resolution shall terminate on June 1, 2019, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

AGREEMENT
between the
CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION
and
BLEDSOE RIGGERT COOPER JAMES

This Agreement, entered into this ____ day of October, 2018, by and between the City of Bloomington Redevelopment Commission (“Redevelopment Commission”) and Bledsoe Riggert Cooper James (“BRCJ”), WITNESSETH THAT:

WHEREAS, the Redevelopment Commission has entered into a Project Agreement with Pedcor Investments-2015-CXLIX, L.P. (“Pedcor”) for the development of property owned by the Redevelopment Commission west of Rogers Street in The Trades District; and

WHEREAS, previously, BRCJ platted the portion of the parcels that were transferred to Pedcor; and

WHEREAS, the Redevelopment Commission requires the northern parcels that are still owned by the Redevelopment Commission to be platted so that they may be included as part of future development of the Trades District; and

WHEREAS, BRCJ is qualified, experienced, and capable of providing the Redevelopment Commission with the necessary services to plat the northern parcels and also desires to provide such Services for the Redevelopment Commission under the terms of this Agreement;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Term of Agreement. This agreement shall become effective upon the date of execution of all parties and continue through June 1, 2019, unless terminated prior to that date pursuant to Section 10.
2. Services. BRCJ shall provide the following Services related to the Redevelopment Commission owned parcels approximately depicted in the attached Exhibit A:
 - a. Preparation and filing of Preliminary Plat
 - b. Preparation and filing of Final Plat
 - c. Monument the new lot corners (if needed)
 - d. Prepare alley and lot exhibits for vacations (as requested by the City and Redevelopment Commission)

Throughout this process, BRCJ will coordinate with City of Bloomington Planning to ensure that all documents conform to City requirements.

BRCJ shall diligently pursue its work under this Agreement and shall complete the Services in a timely manner. BRCJ shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of BRCJ’s work, BRCJ agrees to maintain such coordination with the Redevelopment Commission as may be requested and desirable, including primary coordination with Alex Crowley as the Redevelopment Commission’s designated project coordinator.

BRCJ agrees that any information or documents, including digital GIS information, supplied by the Redevelopment Commission pursuant to Article 3, below, shall be used by BRCJ for this project only, and shall not be reused or reassigned for any purpose.

3. Responsibilities of the Redevelopment Commission. The Redevelopment Commission shall provide all necessary information regarding requirements for the Services. The Redevelopment Commission shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and BRCJ shall be entitled to rely upon the accuracy and completeness of such information.

4. Compensation. The Redevelopment Commission shall pay BRCJ an amount not to exceed \$3,000.00 (Three Thousand Dollars) for the Services. This includes a lump sum fee of \$1,800.00 (One Thousand Eight Hundred Dollars) for the preparation of the plat, and an option to have BRCJ prepare exhibits and/or descriptions as needed to vacate existing right of way on the property at a rate of \$600.00 (Six Hundred Dollars) per exhibit. All other services, if requested, shall be billed according to BRCJ’s hourly fee schedule:

**HOURLY FEE SCHEDULE
(Effective July 1, 2018)**

Registered Land Surveyor	\$ 130.00
Registered Engineer	\$ 130.00
GIS Software Engineer	\$ 130.00
Surveyor / Engineer / Designer	\$ 90.00
Two-Man Survey Crew (Including GPS and Robotics Crew) Boundary / Topographic / Construction	\$ 130.00
Surveying Technician / Engineering Technician / GIS Analyst / Drafter	\$ 80.00
Clerical	\$ 64.00

NOTE: Time charged to jobs will include any time spent traveling to and from the site.

Upon completion of the Services, BRCJ shall submit an invoice to the Redevelopment Commission. Invoices shall be sent to:

Director, Department of Economic and Sustainable Development
City of Bloomington
401 N. Morton Street
P.O. Box 100
Bloomington, IN 47402

Payment will be remitted to BRCJ within forty-five (45) days of receipt of invoice. The Redevelopment Commission's payment under this Agreement is subject to the appropriation and availability of funds. If funds for the Redevelopment Commission's costs are not forthcoming or are insufficient, through the failure of any entity—including the Redevelopment Commission—to appropriate funds, then the Redevelopment Commission shall have the right to immediately terminate this Agreement without penalty.

Additional services not set forth above, changes in work, or incurred expenses must be authorized in writing by the Redevelopment Commission or its designated project coordinator prior to such work being performed, or expenses incurred. The Redevelopment Commission shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

5. Independent Contractor Status. During the entire term of this Agreement, BRCJ shall be an independent contractor, and in no event shall any of its personnel, agents, or sub-contractors be construed to be, or represent themselves to be, employees of the Redevelopment Commission.

The status of BRCJ partners, shareholders, or employees providing services pursuant to this Agreement shall not be affected in any way by this Agreement. Said partners, shareholders, or employees shall be subject solely to supervision by their BRCJ supervisors. BRCJ shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

6. Indemnity. BRCJ shall defend, indemnify, and hold harmless the City of Bloomington, the Redevelopment Commission, 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 or attempted performance of any provision thereof, including, but not limited to, any reckless or negligent act or omission to act or any willful misconduct on the part of the BRCJ or his agents or employees or independent contractors directly responsible to him.
7. Waiver or Breach. No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof. No waiver shall be valid unless it is in writing and signed by an authorized representative of the waiving party.

8. Governing Law. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in Monroe County, Indiana.
9. Attorney's Fees. If any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable costs of enforcement, including court costs and attorney's fees.
10. Termination of Agreement. In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Redevelopment Commission may terminate or suspend performance of this Agreement at the Redevelopment Commission's prerogative at any time upon written notice to BRCJ. BRCJ shall terminate or suspend performance of the Services on a schedule acceptable to the Redevelopment Commission, and the Redevelopment Commission shall pay BRCJ for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to BRCJ's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by BRCJ in connection with this Agreement shall become the property of the Redevelopment Commission, as set forth in Section 15 herein.

11. Identity of BRCJ. BRCJ acknowledges that one of the primary reasons for its selection by the Redevelopment Commission to perform the duties described in this Agreement is its qualifications and experience. BRCJ agrees that the work to be done pursuant to this Agreement shall be done by BRCJ. The Redevelopment Commission reserves the right to reject any of BRCJ's personnel or proposed outside professional subcontractors, and the Redevelopment Commission reserves the right to request that acceptable replacement personnel be assigned to the project.
12. Conflict of Interest. BRCJ declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. BRCJ agrees that no person having any such interest shall be employed in the performance of this Agreement.
13. Assignment. Neither the Redevelopment Commission nor BRCJ shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, BRCJ may assign its rights to payment without the Redevelopment Commission's consent. Unless otherwise stated in the written

consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

14. Ownership of Documents and Intellectual Property. All documents, drawings, and specifications, including digital format files, prepared by BRCJ and furnished to the Redevelopment Commission as part of the Services shall become property of the Redevelopment Commission. BRCJ shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of BRCJ.
15. Non-Discrimination. As part of this Agreement, BRCJ shall comply with City of Bloomington Code 2.21.020 and all other federal, state, and local laws and regulations regarding non-discrimination in all regards, including, but not limited to, employment practices.
16. Compliance with Laws. In performing the Services under this Agreement, BRCJ shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, BRCJ shall advise the Redevelopment Commission of any and all applicable regulations and approvals required by federal law. Where such statutes, ordinances, plans, or regulations of any public authority having any jurisdiction on the project are in conflict, BRCJ shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Redevelopment Commission in a timely manner of the conflict, attempts of resolution, and planned course of action.
17. Notice. Whenever any notice, statement, or other communication shall be sent under this Agreement, it shall be sent to the person and address named below, unless otherwise advised in writing by a party:

Notice to the Redevelopment Commission:	Alex Crowley, Director Economic and Sustainable Development City of Bloomington 401 N. Morton Street Suite 150 Bloomington, IN 47402
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Notice to BRCJ:	Marty James, Principal Bledsoe Riggert Cooper James 1351 W. Tapp Road Bloomington, IN 47403
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Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the Redevelopment Commission and BRCJ.

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

19. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Redevelopment Commission and BRCJ.

20. Insurance. During the performance of any and all Services under this Agreement, BRCJ shall maintain the following insurance in full force and effect:
 - a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
 - b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$2,000,000 annual aggregate.
 - d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana.

BRCJ shall provide evidence of each insurance policy to the Redevelopment Commission within five (5) days of the execution of this Agreement. Approval of the insurance by the Redevelopment Commission shall not relieve or decrease the extent to which BRCJ may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If BRCJ fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Redevelopment Commission required proof that the insurance has been procured and is in force and paid for, the Redevelopment Commission shall have the right at the Redevelopment Commission’s election to forthwith terminate the Agreement.

21. E-Verify. BRCJ 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.) BRCJ shall sign an affidavit, attached as Exhibit B, affirming that BRCJ does not knowingly employ an unauthorized alien. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth.

“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.

BRCJ and its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that BRCJ or any of its subcontractors learns is an unauthorized alien. If the Redevelopment Commission obtains information that BRCJ or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Redevelopment Commission shall notify BRCJ or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If BRCJ or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that BRCJ or its subcontractor did not knowingly employ an unauthorized alien. If BRCJ or its subcontractor fails to remedy the violation within the thirty (30) day period, the Redevelopment Commission shall terminate the Agreement, unless the Redevelopment Commission determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Redevelopment Commission may allow the Agreement to remain in effect until the Redevelopment Commission procures a new Contractor. If the Redevelopment Commission terminates the Agreement under this provision, BRCJ or its subcontractor is liable to the Redevelopment Commission for actual damages, even if such damages exceed the amount paid by the Redevelopment Commission under this Agreement.

BRCJ shall require any subcontractors performing work under this Agreement to certify to BRCJ 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. BRCJ shall maintain on file all subcontractors’ certifications throughout the term of this Agreement with the Redevelopment Commission.

22. Intent to be Bound. The Redevelopment Commission and BRCJ each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

23. Entire Agreement. The parties agree that this Agreement contains all of the agreements, representations, and conditions made between the parties. It supersedes all prior and contemporary communications, representations, and agreements, whether oral or written, relating to the subject matter of this agreement. This Agreement may not be modified except by written agreement and signed by both parties.

In witness of acceptance of all conditions contained in this agreement, the parties execute this agreement on the date entered on the first page hereof.

BLOOMINGTON REDEVELOPMENT COMMISSION

BY: _____
Donald Griffin, President Date _____

BLEDSON RIGGERT COOPER JAMES

BY: _____
Marty James, Principal Date _____

CITY OF BLOOMINGTON
Legal Department
Reviewed By: [Signature]
DATE: 9/4/18

CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 9-7-18
FUND/ACCT: 430-15-15000-53900

EXHIBIT A

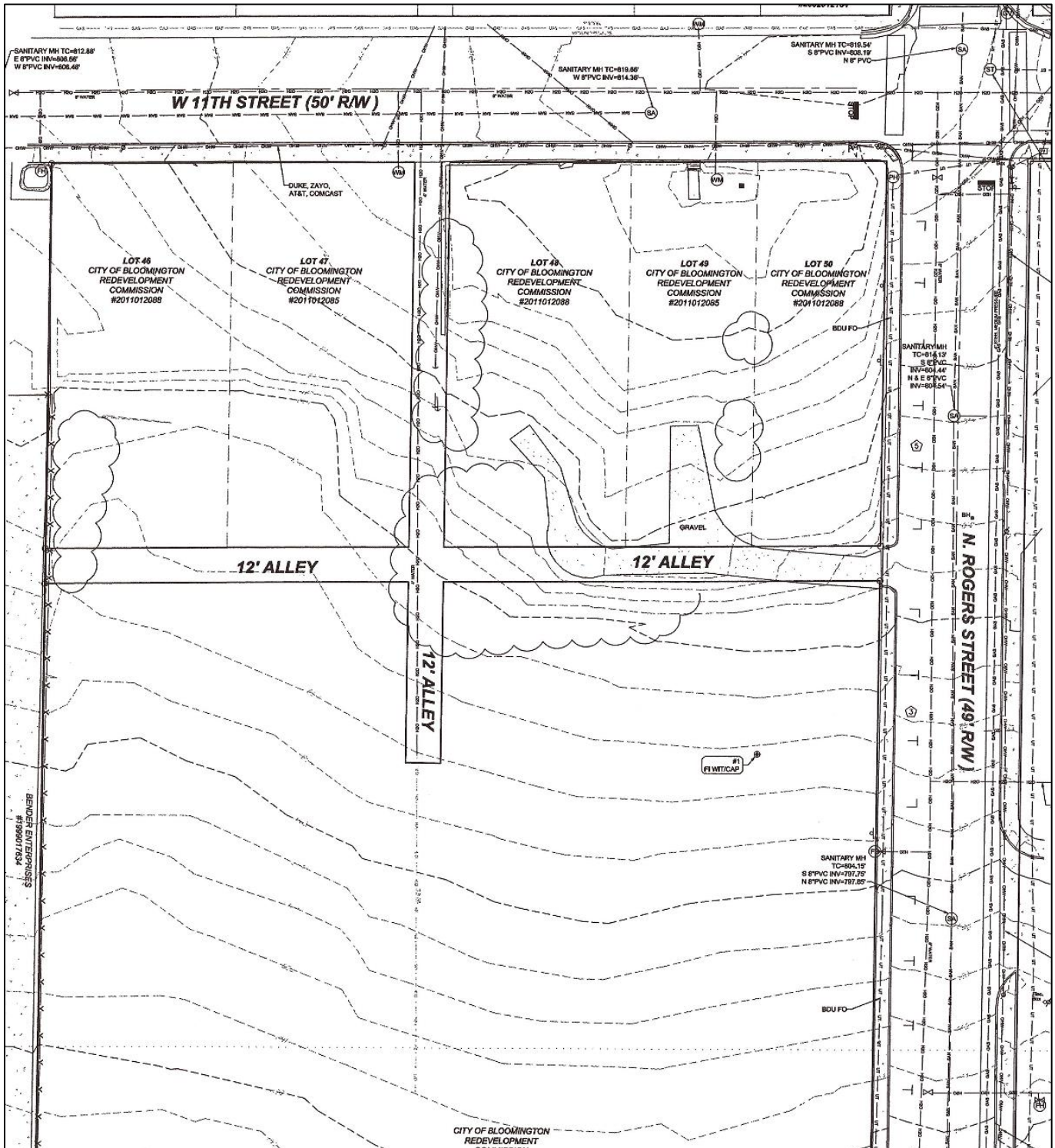


EXHIBIT A (cont.)



