

**EXHIBIT A**

**TRADES DISTRICT & TECHNOLOGY CENTER AGREEMENT**

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

1. Purpose of Agreement

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

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

## 2. Duration of Agreement

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

## 3. Funding

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

## 4. Mill Duties

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

### A. Tech Center Facility

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

#### i. Design and Development Coordination.

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

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

ii. Tech Center Operations

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

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

iii. Facility Management Responsibilities.

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

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

B. Trades District

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

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

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

5. Innovation Ecosystem Development

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

6. Executive Leadership

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

7. Reporting and performance indicators

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

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

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

8. Tech Center Ownership and Management

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

9. Termination

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

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

GENERAL PROVISIONS

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

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

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

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

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

If to The Mill:            Dimension Mill, Inc.  
   Attn: Pat East, President  
   642 North Morton Street  
   Bloomington, IN 47404

Copy to                      Angela F. Parker  
   CarminParker, PC  
   116 West 6<sup>th</sup> Street, Suite 200  
   Bloomington, IN 47404

If to the RDC/City:      City of Bloomington  
   Redevelopment Commission  
   Attn: Beth Cate  
   City of Bloomington Legal Department  
   P.O. Box 100  
   Bloomington, IN 47402

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

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

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

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

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

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

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

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

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

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

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

The Mill shall require any subcontractors performing work under this Agreement to certify to The Mill that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. The Mill shall maintain on file all subcontractors’ certifications throughout the term of this Agreement.

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

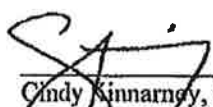
IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the last date of signature below.

City of Bloomington, Indiana

BY:   
John Hamilton, Mayor

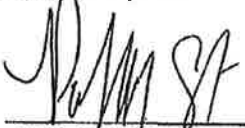
Date: 1/24/23

Redevelopment Commission of  
Bloomington, Indiana

By:   
Cindy Kinnarney, President

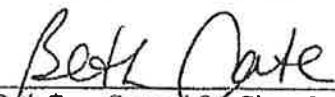
Date: \_\_\_\_\_

Dimension Mill, Inc.

By:   
Patrick M. East, Executive Director

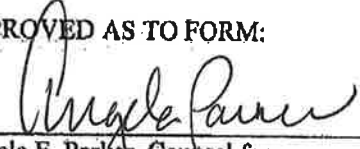
Date: 1-27-23

APPROVED AS TO FORM:

  
Beth Cate, Counsel for City of  
Bloomington and Redevelopment Commission

Date: 1/23/23

APPROVED AS TO FORM:

  
Angela F. Parker, Counsel for  
Dimension Mill, Inc.

Date: Jan 27, 2023

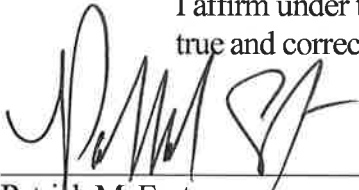


**EXHIBIT 1**  
**AFFIDAVIT REGARDING E-VERIFY**

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

1. The undersigned is the Executive Director of Dimension Mill, Inc. ("Company")
2. The Company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his knowledge and belief, the Company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his knowledge and belief, the Company named herein is enrolled in and participates in the E-verify program.


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

  
\_\_\_\_\_  
Patrick M. East

STATE OF INDIANA     )  
                                  )SS:  
COUNTY OF MONROE    )

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

My Commission Expires  
3/21/2030

  
\_\_\_\_\_  
Mindy S. Mackin Notary Public

County of Residence:  
Morgan

Commission Number: NP0651563



EXHIBIT 2

AFFIDAVIT REGARDING NON-COLLUSION

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

Patrick M. East has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by Dimension Mill, Inc., entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

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

Dated this 27<sup>th</sup> day of January, 2023.

*Patrick M. East*  
Patrick M. East

STATE OF INDIANA     )  
  )SS:  
COUNTY OF MONROE    )

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

My Commission Expires  
3/21/2030

*Mindy S Mackin*  
Mindy S Mackin, Notary Public

County of Residence:  
Morgan

Commission Number: NP 0651563

