

AGENDA
REDEVELOPMENT COMMISSION
May 2, 2022 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

Join Zoom Meeting

<https://bloomington.zoom.us/j/85097271028?pwd=MU9hUytoU2xrdVdFcVZ5TmZ0NjZoZz09>

Meeting ID: 850 9727 1028
Passcode: 576084

- I. ROLL CALL**
- II. READING OF THE MINUTES** – April 18, 2022 and April 18, 2022 Executive Summary
- III. EXAMINATION OF CLAIMS** –April 14, 2022 for \$250,486.47 and April 19, 2022 for \$10,000
- IV. EXAMINATION OF PAYROLL REGISTERS**–April 22, 2022 for \$34,420.85
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A.** Director’s Report
 - B.** Legal Report
 - C.** Treasurer’s Report
 - D.** Business Development Updates
- VI. NEW BUSINESS**
 - A.** Resolution 22:26: Approval of Partnership Agreement with BCT Management, Inc
 - B.** Resolution 22:27: Approval of Property Tax Payment for Parking Lot Parcels at 216 S. College Avenue
 - C.** Resolution 22-28: Approval of Addendum to Agreement and Amendment to Listing Contract with FC Tucker Commercial
 - D.** Resolution 22-29: Approval of Contract for Landscape Maintenance in the Trades District
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, April 18, at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, and via Zoom, with Cindy Kinnarney, President, presiding
<https://catstv.net/m.php?q=11063>***

I. ROLL CALL

Commissioners Present: Deborah Myerson, Deb Hutton, Cindy Kinnarney, Randy Cassady, and Martha Street, MCCSC Representative (All commissioners physically present in City Hall)

Commissioners Absent: None

Staff Present: John Zody, Director, Housing & Neighborhood Development (HAND); Brent Pierce, Assistant Director; Christina Finley, Financial Specialist, HAND; Angela Van Rooy, Program Manager, HAND; Jeff Underwood, City Controller

Others Present: Larry Allen, Attorney, City Legal Department; Alex Crowley, Director, Economic and Sustainable Development (ESD); Dave Askins, B Square Bulletin; Roy Aten, Senior Project Manager, City Engineering Department; Sam Dove; Holden Abshier

II. READING OF THE MINUTES – Deb Hutton moved to approve the April 4, 2022 minutes. Deborah Myerson seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTER – Deb Hutton moved to approve the claim register for April 1, 2022, for \$607,365.99. Deborah Myerson seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Deborah Myerson moved to approve the payroll register for April 8, 2022, for \$34,420.90. Deb Hutton seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. John Zody stated the annual action plan will need to be revised and resubmitted for public comment. Zody said the final CDBG and HOME allocation numbers from HUD will not be available until May 13, 2022. At that time the annual action plan will be revised with the updated allocation amounts and put back out for public comment.

B. Legal Report. Larry Allen was available to answer questions.

C. Treasurer's Report. Jeff Underwood was available to answer questions.

D. Business Development Updates: Alex Crowley was available to answer questions.

A. NEW BUSINESS

A. Resolution 22-23: Approval of Neighborhood Improvement Grant Distribution. The City of Bloomington has a Neighborhood Improvement Grant Program which is administered by HAND and under the control of the Redevelopment Commission. There is \$30,000 available for funding. Angela Van Rooy reported receiving three applications for the 2022 funding round. A five member council was convened to review the applications. The recommendations are listed below:

- Arden Place Neighborhood Association
Funds requested - \$9,000
Recommendation - \$9,000
- Blue Ridge Neighborhood Association

Funds requested - \$6,000
Recommendation - \$6,000

- Prospect Hill Neighborhood Association
Funds Requested - \$6,551.74
Recommendation - \$6,551.74

Deb Hutton pointed out a typo in the resolution. The available funding should be \$30,000, not \$27,000. The total amount of requested funds is \$21,551.74.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deborah Myerson moved to approve Resolution 22-23, as corrected. Deb Hutton seconded the motion. The motion was unanimously approved.

- B. Resolution 22-24: Approval of Construction Agreement for Improvements along 17th Street between Walnut and Grant Street. Roy Aten stated City staff solicited bids for the construction agreement and selected Milestone Contractors, LP. Staff have negotiated a construction agreement for the East Project from Walnut to Grant Streets for an amount not to exceed \$1,192,901.58.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 22-24. Deborah Myerson seconded the motion. The motion was unanimously approved.

- C. Resolution 22-25: Approval of Lease for Trades District Garage Commercial/Office Space. Alex Crowley reported having an interested tenant in the Trades District commercial garage space. Crowley said the negotiated terms of a potential lease include the following terms:
- Rented space will be 4,59 sq. ft within the Trades Garage
 - A 4 year lease with the option to exit the lease at end of year three as long as they cover half of rent for the remaining year
 - \$19/sq. ft. for rent in the first year with an annual increase of 2.5%
 - Tenant would perform buildout, which shall be completed within six months
 - Tenant would pay utility cost during the buildout

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 22-25. Deborah Myerson seconded the motion. The motion was unanimously approved.

VI. BUSINESS/GENERAL DISCUSSION

VII. ADJOURNMENT

Deb Hutton moved to adjourn. Deborah Myerson seconded the motion. The motion was unanimously approved.

Cindy Kinnarney, President

Deborah Myerson, Secretary

Date

EXECUTIVE SESSION

The Redevelopment Commission of the City of Bloomington, Indiana, met on Monday, April 18, 2022, at 4:30 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, Suite 135, Bloomington, Indiana, and via ZOOM.

Commissioners Present: Randy Cassady, Deb Hutton, Cindy Kinnarney, and Deborah Myerson and Martha Street

Staff Present: John Zody, Director, Housing and Neighborhood Development (HAND); Christina Finley, Financial Specialist, HAND; Jeffrey Underwood, Controller/Treasurer

Others Present: Larry Allen, Assistant City Attorney, City Legal Department; and Alex Crowley, Director, Economic and Sustainability.

The Commission discussed information in accordance with **Ind. Code § 5-14-1.5-6.1(b)(2)(D)**: strategy regarding real property transactions by the governing body.

No other matters were discussed.

The meeting adjourned at 5:00 p.m.

Cindy Kinnarney, President

Deborah Myerson, Secretary

Date

22-26
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF PARTNERSHIP AGREEMENT WITH BCT MANAGEMENT, INC.

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 has created an tax increment financing allocation area known as the Consolidated Economic Development Area (“Consolidated TIF”); and

WHEREAS, the Buskirk-Chumley Theater (“Theater”) building is a historic landmark—listed in the National Register of Historic Places—located within the Consolidated TIF, which has been rehabilitated and serves as a performing arts and community program venue serving Bloomington and the surrounding area; and

WHEREAS, the presence of the Theater is a major contributor to the economic and cultural vitality of downtown Bloomington; and

WHEREAS, it is recognized that support for the arts and culture is in the public interest and plays a major role in improving the quality of life and business development environment in communities in which such support is provided; and

WHEREAS, since 2001 the RDC has approved a series of partnership agreements with BCT Management, Inc. regarding the Theater; and

WHEREAS, a new three-year partnership agreement has been negotiated with BCT Management, Inc. (“Partnership Agreement”), and is attached to this Resolution as Exhibit A; and

WHEREAS, the Partnership Agreement provides that the Redevelopment Commission shall provide “up to Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF” for each year to be used on the Theater as permitted by Indiana Code § 36-7-14-39; and

WHEREAS, the Partnership Agreement also provides that the City shall provide “Fifty Five Thousand Dollars (\$55,000.00) to support the operations at the BCT for each year of the Agreement (‘Operations Funding’)”; and

WHEREAS, the RDC is not the source of the Operations Funding; and

WHEREAS, the RDC has available funds in the Consolidated TIF to pay for its obligations under the Partnership Agreement.

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

1. The Redevelopment Commission finds that the use of Consolidated TIF funds in a manner permitted by Indiana Code § 36-7-14-39 to support the Buskirk-Chumley Theater as described in the Partnership Agreement is an appropriate use of the Consolidated TIF.
2. The Redevelopment Commission approves the Partnership Agreement, and authorizes Cindy Kinnarney to sign the agreement on its behalf.
3. The Redevelopment Commission approves the expenditures in an amount not to exceed Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF to be used on the Theater for each year of the Agreement. Specific expenditures will be presented to the Redevelopment Commission for review and approval when: (1) BCT Management, Inc., following the City’s procurement process as set forth in the City’s Financial Policies Manual, has made a request to receive part of that funding, and (2) the City, through the Director of Parks and Recreation or her designee, has approved the request. No Project Review and Approval Form shall be necessary for expenditures under the Partnership Agreement.
4. The funding authorizations contained in this Resolution shall terminate on December 31, 2024, unless otherwise extended by the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date



BUSKIRK-CHUMLEY THEATER MANAGEMENT AGREEMENT

This Agreement, made and entered into this ____ day of May, 2022, by and between the City of Bloomington, Indiana (“City”) by its Mayor, Board of Park Commissioners (“Parks Board”), and Redevelopment Commission (“Commission”) and BCT Management, Inc., an Indiana non-profit corporation (“BCTM”).

WITNESSETH:

WHEREAS, the Buskirk-Chumley Theater (“BCT”) is a performing arts facility in downtown Bloomington, Monroe County, Indiana, that is owned by the Parks Board; and

WHEREAS, BCTM has managed the BCT since 2001 pursuant to an agreement with the City, and the City wishes to enter into this Partnership Agreement (“Agreement”) with BCTM to manage and operate the BCT; and

WHEREAS, BCTM is an Indiana non-profit corporation which has the capacity and commitment to manage the BCT as an accessible and affordable community resource; and

WHEREAS, the previous Management Agreement between the City and BCTM expired on December 31, 2021; and

WHEREAS, the City has determined that it is in the public interest to enter into a new Agreement with BCTM for the management of the BCT for the period of January 1, 2022 through December 31, 2024, with the intent to continue the parties’ successful relationship into the future; and

WHEREAS, the City may from time to time develop partnerships with non-City organizations in order to promote such entertainment services; and

WHEREAS, it is in the public interest that such partnership continue;

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

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to outline a management agreement, which will provide entertainment to the public at the BCT.

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2022, to December 31, 2024, unless early termination occurs as described in paragraph 6(j), below.

3. FUNDING

The City shall, for the term of this Agreement, provide Fifty Five Thousand Dollars (\$55,000.00) to support the operations and programming at the BCT (“Operations Funding”) annually. The Operations Funding shall be paid in four (4) quarterly payments of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00). These funds shall not be used for capital needs of the BCTM.

The City through its Parks and Recreation Department shall, for the term of this Agreement, provide up to Fifteen Thousand Dollars (\$15,000.00) for emergency repairs per year at the BCT, unless the Parties otherwise agree in writing to additional repairs and funding.

The Redevelopment Commission shall, for the term of this Agreement, provide up to Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF (“Tax Increment Funding”) annually. The Tax Increment Funding may be used only for purposes permitted by Indiana Code § 36-7-14-39. The Tax Increment Funding will only be provided after: (1) BCTM has followed the City’s procurement process, as set forth in its Financial Policies Manual, to obtain bids or quotes for a desired purchase, (2) the BCTM has made a request for Tax Increment Funding, (3) the City—through the Director of Economic and Sustainable Development or his designee—has approved the request for Tax Increment Funding, and (4) the Redevelopment Commission has approved the request for Tax Increment Funding via resolution. No Project Review and Approval Form shall be necessary for the expenditure of Tax Increment Funding under this Agreement. Tax Increment Funding shall not rollover from year to year. The City and BCTM shall cooperate on selecting priorities for the Tax Increment Funding.

4. BCTM

The goal of BCTM is to provide a world-class entertainment schedule at the BCT for the Bloomington area community, including residents of Monroe County and surrounding counties and visitors. Except as provided in this Agreement, BCTM shall have the exclusive authority to operate and manage the BCT under this Agreement. BCTM agrees to:

a. Programming:

- i. BCTM shall manage the BCT in a professional manner and utilize its best efforts to preserve and expand the BCT’s role as a high quality, accessible community resource, and to schedule and promote a diverse program of local, regional, and national artists and events, so as to serve a broad segment of the community and a wide variety of interests and audiences. BCTM shall maintain and administer

booking procedures and rental rates that give performers, renters, and other users a fair and reasonable opportunity to use the facility.

- ii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement. BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.

b. Management Obligation: BCTM shall manage the BCT as follows:

- i. BCTM agrees to maintain its principal and only corporate office with regular office hours on the BCT premises.
- ii. As an independent contractor, and at its sole cost and expense, BCTM shall employ an Executive Director, and such other personnel as necessary in its sole opinion to the operation of the BCT in conformance with the terms of this Agreement. BCTM and its personnel, agents, volunteers, contractors or subcontractors shall in no event be construed to be, or represent themselves to be employees of the City.
- iii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement.
- iv. BCTM shall 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 BCT, provided, however, that BCTM does not assume, and shall not be liable for, any financial obligations of the City regarding the BCT. However, expenses such as property taxes charged directly to the City that stem from BCTM's operation, contracts and agreements with third parties must be reimbursed by BCTM to the City. The BCT shall also take responsibility for all expenses related to the Alcoholic Beverages permit the City obtained for BCTM.
- v. BCTM shall operate the BCT as a venue for presentation of BCT programming, and BCTM may, at its sole discretion, produce and promote its own events at the BCT. BCTM shall have the authority to make all scheduling decisions for the BCT, and at its sole discretion, set rental rates for the BCT. BCTM shall keep the City informed regarding its rental rates for the BCT, and shall advise the City of

any proposed change to the rates at least ten (10) business days prior to the effective date of the change.

- vi. The City's logo and/or such other acknowledgement of the City's support that the City deems appropriate, in its sole discretion, shall be displayed in the BCT and on the BCTM website. An announcement of the City's support of the BCT shall be made prior to "BCT presents" performances.
- vii. BCTM shall be solely responsible for obtaining and maintaining any licenses or permits required by any governmental entity in connection with the operation of the BCT, except as expressly provided in this Agreement. BCTM shall not enter into any contracts or agreements that authorize or allow for violation of any City ordinance.

c. Sale of Alcoholic Beverages:

- i. The City, as owner of the BCT, has obtained on BCTM's behalf an Alcoholic Beverages permit for the premises and shall retain rights to this permit because it has applied for an alcoholic beverage permit (liquor, beer and wine retailer for a Civic Center, license type 219) on behalf of the BCTM pursuant to Indiana Code § 7.1-3-1-25. This permit, granted in 2011 and renewable on an annual basis, is not part of the regular Alcoholic Beverage permits that are granted following a quota system, and can only be obtained when the City applies for it. If granted, such a permit is particular to the circumstances of the location in that the building must be owned by the City, and that it must be open for specific purposes.
- ii. BCTM agrees to be in compliance with all laws, federal, state and local, that apply to this alcoholic beverages permit, which is only to be used at the current BCT Premises. It agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to this permit, including, without limitation, any penalties for violations of the permit or its requirements.
- iii. BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance in compliance with Section 6(h) of this Agreement, and carry the financial cost for application and renewals, or any other expense related to the permit.
- iv. BCTM agrees that, in the event of termination of this Agreement for any reason, or if BCTM determines it cannot or will not start or continue to perform its rights and obligations under the alcoholic beverages permit, BCTM will, at the option of the City exercised in writing, either surrender BCTM's Alcoholic Beverages permit for the BCT's location, or take all necessary or desirable lawful steps requested by the City to transfer the alcoholic beverages permit for the BCT to another prospective permittee to be designated by the City, and approved of by the Indiana Alcohol and Tobacco Commission. Such steps may include, but are not limited to, having BCTM officers and/or directors execute lawful documents at the request of the City. In the event of such surrender or transfer upon termination of this Agreement BCTM will not be entitled to any monetary payment or other compensation for complying with this Agreement.

d. BCTM's Responsibility for Maintenance, Repair and Utilities

- i. BCTM shall keep the BCT premises, including the auditorium, entrances, eastern portion of the storefront retail space, offices, restrooms, and adjacent sidewalks in a clean, safe, and operable condition and in compliance with all applicable statutes and ordinances, except for those items that are the responsibility of the City as detailed in Exhibit A, Section 2.
- ii. In the event that BCTM enters into a lease of the western portion of the storefront retail space as described in paragraph 6.a.iii., below, the lease shall require the tenant to maintain the premises in a clean and safe condition and in compliance with all applicable statutes and ordinances. In the event that BCTM does not enter into a lease of the western portion of the storefront retail space, BCTM shall maintain the western portion of the storefront retail space, as required by paragraph 4.d.i., above.
- iii. BCTM shall be responsible for the repair of any damage other than ordinary course wear and tear done to the BCT premises by BCTM or BCTM's employees, invitees, or any other occupant or other person whom BCTM permits to be in or about the BCT premises.
- iv. BCTM shall be responsible for maintenance and repair of the interior of the building, as detailed in Exhibit A, Section 1; provided, however, that BCTM shall not be responsible for replacement of those items that are the responsibility of the City pursuant to Exhibit A, Section 2.
- v. BCTM shall be responsible for the ordinary course repair and maintenance of BCT equipment and furnishings listed in Exhibit B; provided, however, that BCTM shall not be responsible for replacement of those items that are the responsibility of the City pursuant to Exhibit A, Section 2.
- vi. BCTM shall maintain all premises, equipment and furnishings in such condition, order, and repair as the same were in at the commencement of this Agreement or may be installed during the term of this Agreement, reasonable wear and tear excepted, other than as provided in Exhibit A. In the event BCTM fails to undertake any repair or maintenance under their responsibility after thirty (30) days' notice in writing from the City, the City may undertake the repair or maintenance, and BCTM shall be obligated to pay within thirty (30) days after invoice the full amount of any such expense paid by the City. The City agrees to reimburse BCTM for unexpected emergency repairs; however, BCTM will make all reasonable efforts to contact City and obtain City approval before commencing the repairs.
- vii. BCTM requests to use Tax Increment Funding shall be compliant, with applicable state law, including Indiana Code 5-22-8 *et seq.* With respect to requests to use Tax Increment Funding, BCTM shall make diligent efforts to follow the City's procurement methods, as set by the City Controller, including—where applicable—obtaining three (3) quotes. Requests for Tax Increment Funding shall

include: (1) the names of the persons or companies that provided quotes, (2) the amounts of the quotes, (3) BCTM's preference of quote, and (4) an explanation for BCTM's preference of quote.

- viii. BCTM shall not cause or permit any alterations, additions, or changes of or upon any part of the BCT premises without first obtaining written consent of the City. If any alterations, additions, or changes to the BCT premises are made by BCTM and met with the City's consent under this sub-paragraph, they shall be made at BCTM's expense and in a good and workmanlike manner, in accordance with all applicable laws, and shall become the property of the City as owner of the BCT.
- ix. The City shall provide BCTM with a list of acceptable vendors with which BCTM might contact for emergency and/or after-hours repair. BCTM shall immediately communicate with the Director of Parks and Recreation on the day following the occurrence of emergency repair describing the nature of, and the manner in which BCTM handled, the repair.
- x. BCTM shall pay all bills and charges for water, sanitary and storm sewer, electricity, gas, and other utilities that may be assessed or charged against any occupant of the BCT Premises during the term of this Agreement.
- xi. BCTM shall not permit any lawful mechanic's or other liens to accrue against the BCT Premises by reason of labor, services or materials claimed to have been performed or furnished to or for BCTM. BCTM shall cause any lien filed against the BCT Premises as a result of the action or inaction of BCTM to be discharged and released within ninety (90) days of the date of filing. In the event the lien is not discharged and released within that time period and BCTM continues to desire to contest the lien, BCTM shall post a surety bond or letter of credit in an amount reasonably anticipated to be necessary to satisfy the lien.

e. Organizational Information: BCTM shall share financial information with the City.

- i. Once per calendar year, BCTM shall provide financial reports which have been reviewed or audited by a Certified Professional Accountant, as defined by the Financial Standards Accounting Board (FASB). Included with these financial reports shall be the total, end-of-year balances in any and all BCTM financial accounts. Said reports shall be delivered to the City not later than April 15 of each calendar year.
- ii. BCTM shall provide an annual written report of BCT fundraising and operations to the City, which shall be delivered to the City no later than April 15 of each calendar year. The annual report shall be comprehensive and shall address all relevant topics, including, but not limited to, a listing of all programs and events held in the BCT during the previous year, income and expenses related to the BCT property for the previous year, updates on the preventative maintenance BCTM undertook in the previous year, progress reports on fundraising, including the amount of funds received through fundraising, the number of donors of funds, and the steps taken to generate funds.

- iii. BCTM shall provide a copy of its timely filed IRS Form 990, Return of Organization Exempt from Income Tax Form. The Form 990 shall be provided to the City within thirty (30) days of when it is filed with the Internal Revenue Service.
- iv. BCTM will remain compliant with all returns and payments associated with all applicable taxes—including payroll taxes. BCTM will provide the City with a copy of all returns filed with and payments made to all taxing entities within thirty (30) days of filing and payment.
- v. BCTM shall provide a copy of all filings with the Indiana Secretary of State's Office. These filings shall be provided to the City within thirty (30) days of when they are filed with the Indiana Secretary of State's Office.
- vi. The City shall set a meeting after April 15 and prior to May 30 of each year for BCTM to present the previous year's annual report to the Director of the City's Economic and Sustainable Development Department and to respond to questions. BCTM shall designate at least one voting member of its Board and one staff member to present the report during the City's meeting.
- vii. During the year and in addition to the annual report, BCTM representatives shall provide to the City such information as may be requested by the City concerning BCT operations and events.
- viii. The City may, upon one (1) week's notice, inspect the BCT's books and records maintained by BCTM.
- ix. The City shall have one (1) non-voting representative on the BCTM Board of Directors. The Mayor shall designate this representative, who shall be subject to removal by the Mayor at anytime for any reason.
- x. BCTM shall provide BCT participation data to the City on a quarterly basis to the City no more than fifteen days after the end of each quarter. This data will be used in the Bloomington Parks and Recreation annual report.
- xi. BCTM goals for the following year will be submitted to the City by July 1 following the City's format for annual goals.
- xii. The City shall set a partnership evaluation meeting after September 1, 2024, and prior to November 1, 2024, to evaluate the partnership and prepare an extension or replacement partnership agreement for City approvals in December 2024.
- xiii. Any funds pledged to the BCTM as part of the centennial celebration from June 1, 2022, through May 31, 2023 shall remain with the BCTM through termination and not be subject to surrender and conveyance upon termination as outlined in Section 6(j). The BCTM shall provide an accounting of centennial funds pledged and raised to the City by June 1, 2025, which shall be attached to this agreement as Exhibit E.

f. Inventory List and Disposal of Surplus Property:

- i. BCTM shall provide an updated inventory of all equipment and furnishings to the City on or before December 31 of each year. The inventory shall include the funding source or sources for all equipment and furnishings purchased. At the end of this Agreement, prior to renewal, the City shall, at its own discretion, be permitted to conduct an inventory of City owned assets to ensure their presence on-site. BCTM shall be held accountable for any missing City owned assets that BCTM had not previously reported to the City as the subject of theft or third-party damage or that was not subject to replacement by the City pursuant to Exhibit A, Section 2.
- ii. Any non-fixed BCT assets acquired by BCTM through purchase of its own funds or received via in-kind contribution will be the property of BCTM.
- iii. BCTM shall inform the City when it desires to dispose of surplus City property (“Surplus Property”) in writing, and the City shall, at its earliest convenience, comply with disposal of Surplus property policies as provided by statute and the City’s Financial Policies Manual (including the Controller and Corporation Counsel’s review of the request, and the submission of the request to the appropriate board). Revenue generated by the sale of Surplus Property will be credited to the department from which such personal property is sold, pursuant to Bloomington Municipal Code 2.52.020.

5. CITY OF BLOOMINGTON

The goal of the City is to provide entertainment and cultural opportunities to the Bloomington area community, including residents of Monroe County and surrounding counties and visitors. City agrees to provide:

a. Programming and Premises:

- i. The City’s one (1) non-voting representative will serve on the BCTM Board of Directors.
- ii. The City, as owner of the BCT, shall retain decision-making authority regarding signage to be affixed to the BCT premises. The City shall also retain the right to display and distribute promotional materials regarding City programs in the lobby of the BCT in such a way that does not interfere with BCTM’s use of the BCT and ability to manage and promote events at the BCT.
- iii. Any matters related to the BCT Premises that are not specifically addressed in this Agreement shall be decided by the City pursuant to its authority as owner of the BCT.
- iv. Ownership of the equipment and furnishings inside the building necessary to its functionality as a Theater is as detailed in Exhibit B.

- v. The City will consult with BCTM during the term of this Agreement regarding replacements, upgrades and major repairs to equipment and furnishings; however, all decisions regarding the same shall be made in the City's discretion.
- vi. The City shall be responsible for maintenance and repair of the building and the marquee as detailed in Exhibit A, Section 2 of this Agreement.
- vii. The City shall be responsible for addressing BCTM requests to the City for Tax Increment Funding, as detailed in paragraph 5.b.ii of this Agreement, in a timely manner.
- viii. The City reserves the right to make any structural, roof and major mechanical repairs it deems necessary beyond otherwise required repair and maintenance of the Premises, and agrees to make all reasonable efforts to work with BCTM in planning and scheduling such repairs as to minimize or avoid interruption of use of the BCT.
- ix. The City or its agent shall have the right to enter upon the BCT Premises to inspect the same during the BCT's business hours, or at any other reasonable time as the parties shall agree.
- x. The City shall have the right to use the BCT, with no rental fee, for up to five (5) days each calendar year, which dates will be coordinated with BCTM in advance. A day of use is defined as the time between 8:00 a.m. and 12:00 a.m. (midnight) on the day of the rental. Additional hours may be added to a day of use with BCTM approval.

b. Payments:

- i. The City and the Redevelopment Commission shall provide funding as detailed in Section 3.

6. TERMS MUTUALLY AGREED TO BY ALL PARTNERS TO THIS AGREEMENT

a. ASSIGNMENT AND LEASING:

- i. BCTM may not assign this Agreement or its obligations under this Agreement.
- ii. Upon the termination of this Agreement, whether such termination shall occur by expiration of the term or in any other manner whatsoever, BCTM agrees to surrender immediate possession of the BCT Premises in the same condition of cleanliness, repair, and sightliness as of the first day of possession under its first Management Agreement, and agrees to clean the BCT Premises thoroughly or, if BCTM should fail to clean the premises thoroughly, to pay the City for the cleaning necessary to restore the premises to such condition, loss by fire or by the elements and reasonable wear and tear excepted. If BCTM shall remain in possession of all or any part of the BCT Premises after expiration of the term of this Agreement, with the consent of the City, then this Agreement shall continue in effect from month-to-month until terminated in writing by either party.

- iii. BCTM shall have the right to lease or subcontract for management of the western portion of the storefront retail space on Kirkwood Avenue, as provided in this Agreement. Such lease or subcontract shall be subject to the prior consent of the City, but such consent shall not be unreasonably withheld. BCTM acknowledges that a lease of the western portions of the storefront retail space is subject to statutory requirements regarding leasing of municipally-owned property, and includes a duty to get reimbursed for any property taxes associated with such a lease or subcontract, and the terms of and method of procuring any such lease or subcontract must be approved by the Mayor or his designee. Any and all revenues received by BCTM from the management or rental of the western portion of the storefront retail space shall be applied to offset associated costs of management and maintenance of the BCT.

If BCTM and the City's contractual relationship is terminated for any reason during the term of the storefront retail lease or subcontract, the City will honor the remaining term of the storefront retail lease or subcontract. A copy of the storefront retail lease or subcontract shall be provided to the City.

- iv. The City expressly retains the right to lease or contract separately for management of the eastern portion of the retail space along Kirkwood Avenue in the event that BCTM ceases using the space as a box office.

b. INDEMNIFICATION AND RELEASE

- i. BCTM shall indemnify, defend, and hold the City harmless from any contractual claim, demand, action, liability, or responsibility arising directly or indirectly from its management, operation, occupancy, use, or possession of the BCT under this Agreement. BCTM shall indemnify, defend and hold the City harmless from and against any claim, demand, liability, proceeding, damages, loss, and costs, including attorney's fees, arising from personal injury, death, or property damage connected, directly or indirectly, with this Agreement or BCTM's occupancy, control, or use of the BCT Premises and personal property, including without limitation, any liability that the City might have to any person, including BCTM and any lessee, and/or its employees and invitees, in or about the BCT Premises with the consent, license, or invitation, express or implied, of BCTM or any lessee. BCTM agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to its Alcoholic Beverages permit, including, without limitation, any penalties for violations of the permit or its requirements.
- ii. If the City shall, without fault, become a party to litigation commenced by or against BCTM, then BCTM shall indemnify and hold the City harmless from such litigation. The indemnification provided in this paragraph shall include the City's attorney's fees and costs in connection with any such claim, action, or proceedings. BCTM does hereby release the City from all liability for any accident, damage, or injury caused to person or property on or about the BCT Premises. The City shall remain liable for its own gross negligence and the gross

negligence of its agents and employees, and in such case, the indemnification, hold harmless, and release provisions provided herein shall not apply.

- c. **Risk of Loss:** In the event that the BCT Premises sustains damage of any nature, any and all property insurance proceeds arising from the loss shall be applied to restore the BCT Premises. In the event that the BCT Premises are destroyed and cannot be restored within one hundred eighty (180) days, then this Agreement may be terminated by either party without further obligation. All property of BCTM, its agents and employees, kept, stored or maintained within the BCT Premises shall be at BCTM's exclusive risk.
- d. **E-Verify:** Pursuant to Indiana Code § 22-5-1.7-11(a) BCTM shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BCTM is not required to continue this verification if the E-Verify program no longer exists. BCTM shall sign an affidavit affirming that they participate in the E-Verify program and that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit C.
- e. **Nuisance:** BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.
- f. **Firearms Policy:** Pursuant to Indiana Code § 35-47-11.1-4(10), BCTM 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. BCTM has developed such a policy for its activities, which is incorporated into this Agreement as Exhibit D.
- g. **Non-Waiver:** Failure on the part of either the City or BCTM to exercise any right or remedy under this Agreement shall not constitute a waiver thereof as to any default or future default or breach by the other party. No waiver of any default shall be effective unless in writing.
- h. **Insurance:** BCTM shall, at its own expense during the term of this Agreement, maintain in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, General Liability Insurance, in an amount and with an insurance company approved by City, against claims of bodily injury, death, or damage to the property of third parties occurring in or about the BCT premises. The minimum limits of liability of such General Liability Insurance shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, and One Hundred Thousand Dollars (\$100,000.00) with respect to property damage/fire legal liability. BCTM shall, at its own expense during the term of this Agreement, maintain and keep in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, Fire and Extended Casualty Insurance coverage upon those contents, furnishings, and personal property owned or maintained by BCTM, as indicated in this Agreement or otherwise. BCTM shall provide the City with an All Risk/Special

Form regarding such contents, furnishings and personal property. BCTM shall maintain Workers Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code. BCTM shall provide to the City certificates of insurance evidencing the insurance required pursuant to this paragraph. All policies of insurance on which the City is named as additional insured shall require that the City be provided a minimum of thirty (30) days' notice in writing of any intended cancellation.

In addition, BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance with an insurance agency approved by the City. BCTM's liquor liability insurance shall name the City as an additional insured. BCTM shall maintain liquor liability insurance with limits no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Additionally, BCTM's liquor liability insurance policy shall require that the City be provided at least thirty (30) days' notice in writing of any intended cancellation. BCTM shall provide the City with insurance certificates evidencing the required liquor liability coverage.

- i. **Notice:** Notice regarding any significant concerns and/or breaches of this Agreement shall be given to contacts as follows:

To City:

City of Bloomington Legal Department
P.O. Box 100
401 N. Morton Street, Suite 220
Bloomington, IN 47404

To BCTM:

BCT Management, Inc.
Buskirk-Chumley Theater
114 E Kirkwood Ave
Bloomington, Indiana 47408

All notices under this Agreement shall be in writing and shall be delivered personally or sent by Certified Mail, Return Receipt Requested to the above-described addresses, provided that each party by like notice may designate any further or different address to which subsequent notices may be sent.

- j. **Termination:** Either party may terminate this Agreement upon giving written notice of the intention to do so six (6) months prior to the intended date of termination.

If BCTM and the City's contractual relationship is terminated for any reason during the term of a rental agreement that BCTM has with a third-party for use of the BCT, the City will honor the remaining term of the rental agreement. A copy of any third-party rental agreement shall be provided to the City.

Upon termination, subject to limitation by applicable law or regulation expressly including those governing non-profit entities, the City shall have the first right of refusal to purchase any BCTM-owned non-fixed assets for the depreciated net value or a price mutually agreed upon by the Parties. Also upon termination, the BCTM shall immediately surrender and convey to the City any remaining cash balances that were accrued by the BCTM as the result of operations and

fundraising of the BCT, which shall be used by the City exclusively for reinvestment in the BCT, or to procure a new management company to operate the BCT.

k. Default:

- i. **By City:** If the City should fail to perform any of the covenants, agreements, or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to the City by BCTM by Certified Mail Return Receipt Requested setting forth the nature of such default, this Agreement may be terminated by BCTM before expiration of its term. The parties agree to meet within five (5) days after a written notice of default has been given by BCTM and to endeavor to resolve any dispute concerning the alleged default by direct negotiations.
- ii. **By BCTM:** If BCTM should fail to perform any of the covenants, agreements or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to BCTM by the City by Certified Mail, Return Receipt Requested setting forth the nature of such default; or if BCTM shall make an assignment for the benefit of creditors; or if the interest of BCTM hereunder shall be sold under execution or other legal process; or if BCTM shall be placed in the hands of a receiver; then, in any of such events, it shall be lawful for the City, without notice or process of law, to enter upon and take possession of the BCT Premises, and thereupon this Agreement and everything herein contained on the part of the City to be done and performed shall cease, terminate, and be utterly void, all at the option of the City; without prejudice, however, to the right of the City to recover from BCTM, and without such action being deemed a surrender of this Agreement or a termination of BCTM's liabilities, undertakings, and responsibilities under this Agreement. BCTM shall not be considered in default under this Agreement if it is temporarily unable to maintain operations or otherwise provide programming as a result of circumstances beyond its control making performance inadvisable, commercially impracticable, illegal, or impossible, expressly including as a result of a public health crisis, war or insurrection, or natural disaster.

- l. **Successors:** The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.
- m. **Severability:** If any part of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of this agreement shall remain in full force and effect
- n. **Choice of Law and Venue:** This Agreement shall be governed and construed in accordance with the laws of the State of Indiana. The venue for any legal proceeding instituted under this Agreement shall be Monroe County, Indiana.
- o. **Non-Discrimination:** BCTM shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. BCTM understands that the City of Bloomington prohibits its

employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If BCTM believes that a City employee engaged in such conduct towards BCTM and/or any of its employees, BCTM or its employees may file a complaint with the City department head in charge of BCTM's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. However, nothing in this provision shall preclude BCTM from administering and having exclusive decision making authority over events, programs, or contracts on any other basis not prohibited by this Agreement, Bloomington Ordinance 2.21.020, and all other federal, state and local laws and regulations governing non-discrimination.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth.

CITY OF BLOOMINGTON, INDIANA

BCT MANAGEMENT, INC.

By: _____
Alex Crowley, Director
Economic & Sustainable Development

By: _____
Sara Laughlin, President

By: _____
Beth Cate, Corporation Counsel

REDEVELOPMENT COMMISSION

BOARD OF PARK COMMISSIONERS

By: _____
Cindy Kinnarney, President

By: _____
Kathleen Mills, President

BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

EXHIBIT A

1. BCT Management, Inc. (BCTM) shall be responsible for:
 - Repair and maintenance building interior, including but not limited to, e.g., walls, floors, floor coverings, ceilings, plumbing fixtures, flush valves, toilet paper dispensers, paper towel dispensers, soap dispensers, water fountains, lighting fixtures, railings, interior doors, interior door glass, locks, keys, and hardware
 - Repair and maintenance of all stage equipment and soft goods
 - Repair and maintenance of theater seats, free-standing chairs, tables, desks, counters, and other furniture
 - Repair and maintenance of the Theater's mechanical systems– electrical, plumbing, and HVAC (including annual service contract for HVAC system)
 - Repair and maintenance of the Theater's fire alarm and sprinkler system, (including annual service contract for the alarm system) and fire extinguishers
 - Repair, maintenance, replacement and purchase of BCTM – owned office equipment and furniture necessary for BCTM business operation, not directly related to BCT's operation as a Theater, and not intended for City ownership
 - Repair and maintenance of the western portion of the storefront retail space, including the mechanical systems (electrical, plumbing, and HVAC) associated with that space.
 - An annual report on such repair and maintenance as well as preventative maintenance

2. The City of Bloomington shall be responsible for:
 - Repairs and maintenance of the Theater's exterior structure, including doors, door locks, windows and window locks (where applicable)
 - Repairs and maintenance of the Marquee
 - Replacement of mechanical systems (electrical, plumbing, and HVAC)
 - Replacement of fire alarm and sprinkler systems
 - Replacement of existing City property within BCT – floors, floor covering, fixed seats, free-standing seats, sound system, lighting system, microphones, box office equipment, soft goods, rigging, stage extension, piano, and any other items listed on the property and equipment inventory

EXHIBIT B

[BCT Equipment and Facility Item List as of December 18, 2022.](#)

[Printed PDF File to be Included with Final Contract]

EXHIBIT C

STATE OF INDIANA)
)
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

- 1. The undersigned is the _____ of _____.
(job title) (company name)
- 2. BCT Management, Inc., employer of the undersigned, has contracted with the City of Bloomington to provide services;
- 3. BCT Management, Inc., employer of the undersigned, is enrolled in and participates in the State of Indiana E-Verify program.
- 4. The undersigned is authorized by his/her employer, BCT Management, Inc., to sign affidavits on its behalf.
- 5. The undersigned states that, to the best of his/her knowledge and belief, BCT Management, Inc. does not knowingly employ an “unauthorized alien,” as defined at 8 U.S.C. § 1324a. (h)(3), and, BCT Management, Inc. is enrolled and participating in E-verify to check the eligibility status of all its newly hired employees, and requires the same from its sub-contractors who work under this Agreement.

Signature

Date

Printed name

STATE OF INDIANA)
)
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2022.

Signature of Notary Public

Printed Name of Notary Public

County of Residence: _____
My Commission Expires: _____

EXHIBIT D

BCTM Firearms Policy

BCTM does not standardly restrict firearms and other weapons from the Buskirk-Chumley Theater. However, any presenter partner and/or a performing artist may request that firearms and other weapons be prohibited from the venue, provided the presenter partner and/or performing artist is willing to compensate BCTM for the cost of hiring security to enforce the prohibition.

22-27
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF PROPERTY TAX PAYMENT FOR
PARKING LOT PARCELS AT 216 SOUTH COLLEGE AVENUE

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”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and

WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and

WHEREAS, in Resolution 19-34, the RDC approved a purchase agreement for the real estate located at 216 S. College Avenue, which included the assumption of a lease for two parcels of land that made up a portion of the parking lot (“Property”); and

WHEREAS, in Resolution 20-28, the RDC approved the lease addendum for the Property, which provided that the RDC is responsible for paying real estate taxes on the property; and

WHEREAS, the property tax bill for the Property is attached as Exhibit A, and the property taxes due on the Property is Seven Thousand Forty Dollars and Thirty-Two Cents (\$7,040.32); and

WHEREAS, there are sufficient funds in the Consolidated TIF to cover the expenses above;

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

1. The RDC reiterates that the lease for the Property has a valid public purpose and serves the public’s best interest.
2. Payment of expenses related to the Lease of the Property is a valid use of the Consolidated TIF funds as they are expenses pursuant to an existing lease agreement per Indiana Code § 36-7-14-39.
3. The RDC authorizes the Controller to expend an amount not to exceed Seven Thousand Forty Dollars and Thirty-Two Cents (\$7,040.32) for the property taxes of the Property

from the Consolidated TIF fund. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.

4. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on September 30, 2022.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

COUNTY: 53 - MONROE

PARCEL NUMBER 53-05-33-310-243.000-005	DUPLICATE NUMBER 1007734	TAX YEAR 2021 Payable 2022	Late Payment Penalty: 5% penalty after May 10, 2022, if there is no delinquent amount; 10% penalty for previous delinquency or if payment is made after June 9, 2022
TAXING UNIT NAME 005-Bloomington City Bloomington Twp	LEGAL DESCRIPTION 013-40720-00 ORIGINAL PLATS LOT 43 & 44		



SPRING AMOUNT DUE
 by May 10, 2022: **\$3,520.16**



34553-11169-1 Access Code: V75HP822
 Sick, Thomas & Held, Nancy T113 P1
 14443 Lansing Pl
 Fishers IN 46038-5253

Office Phone: (812) 349-2530
 Pay Online at: www.co.monroe.in.us/treasurer
 (877) 690-3729 Jurisdiction Code: 2410

Remit Payment and Make Check Payable to:
 Monroe County Treasurer
 PO Box 2028
 Bloomington IN 47402

0001007734000000352016

FOLD AND TEAR HERE

COUNTY: 53 - MONROE

FALL INSTALLMENT REMITTANCE COUPON

PARCEL NUMBER 53-05-33-310-243.000-005	DUPLICATE NUMBER 1007734	TAX YEAR 2021 Payable 2022	Late Payment Penalty: 5% penalty after November 10, 2022, if there is no delinquent amount; 10% penalty for previous delinquency or if payment is made after December 12, 2022
TAXING UNIT NAME 005-Bloomington City Bloomington Twp	LEGAL DESCRIPTION 013-40720-00 ORIGINAL PLATS LOT 43 & 44		



FALL AMOUNT DUE
 by November 10, 2022: **\$3,520.16**

Access code: V75HP822
 Sick, Thomas & Held, Nancy
 14443 Lansing Pl
 Fishers IN 46038-5253

Office Phone: (812) 349-2530
 Pay Online at: www.co.monroe.in.us/treasurer
 (877) 690-3729 Jurisdiction Code: 2410

Remit Payment and Make Check Payable to:
 Monroe County Treasurer
 PO Box 2028
 Bloomington IN 47402

0001007734000000352016

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COUNTY: 53 - MONROE

TAXPAYER'S COPY - KEEP FOR YOUR RECORDS

PARCEL NUMBER 53-05-33-310-243.000-005	DUPLICATE NUMBER 1007734	TAX YEAR 2021 Payable 2022	DUE DATES
TAXING UNIT NAME 005-Bloomington City Bloomington Twp	LEGAL DESCRIPTION 013-40720-00 ORIGINAL PLATS LOT 43 & 44		SPRING - May 10, 2022 FALL - November 10, 2022

DATE OF STATEMENT: 04/01/2022

TOTAL DUE FOR 21 PAY 22: **\$7,040.32**

PROPERTY ADDRESS N College Ave Bloomington IN 47404	
PROPERTY TYPE Real	TOWNSHIP Bloomington
ACRES 0.0000	LIT 1% Rate 3.2654

ITEMIZED CHARGES	SPRING TOTAL	FALL TOTAL
Tax	\$3,520.16	\$3,520.16
Delinquent Tax	\$0.00	\$0.00
Delinquent Penalty	\$0.00	\$0.00
Other Assessment (OA)	\$0.00	\$0.00
Delinquent OA Tax	\$0.00	\$0.00
Delinquent OA Penalty	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Adjustments	\$0.00	\$0.00
Amount Due	\$3,520.16	\$3,520.16
Payment Received	\$0.00	\$0.00
Balance Due	\$3,520.16	\$3,520.16


Access code: V75HP822
 Sick, Thomas & Held, Nancy
 14443 Lansing Pl
 Fishers IN 46038-5253



SPECIAL MESSAGE TO PROPERTY OWNER

Property taxes are constitutionally capped at 1% of property values for homesteads (owner-occupied), 2% for other residential property and farmland, and 3% for all other property. Please note that local government unit annual budget notices are now available online at: <https://budgetnotices.in.gov>. Additional information for how to read your current tax bill can be located online at: www.in.gov/dlgf/understanding-your-tax-bill/tax-bill-101.

TAXPAYER AND PROPERTY INFORMATION

Taxpayer Name Sick, Thomas & Heid, Nancy 14443 Lansing Pl Fishers IN 46038-5253	Address N College Ave Bloomington IN 47404	Date of Notice 04/01/2022 Duplicate Number 1007734	Parcel Number 53-05-33-310-243.000-005 Tax ID Number 013-40720-00	Taxing District 005-Bloomington City Bloomington Twp
Legal Description 013-40720-00 ORIGINAL PLATS LOT 43 & 44	Billed Mortgage Company			Property Type Real

Spring installment due on or before May 10, 2022 and Fall installment due on or before November 10, 2022.

TABLE 1: SUMMARY OF YOUR TAXES

ASSESSED VALUE AND TAX SUMMARY	2020 Pay 2021	2021 Pay 2022
1a. Gross assessed value of homestead property	\$0.00	\$0.00
1b. Gross assessed value of other residential property and farmland	\$0.00	\$0.00
1c. Gross assessed value of all other property, including personal property	\$338,900.00	\$338,900.00
2. Equals total gross assessed value of property	\$338,900.00	\$338,900.00
2a. Minus deductions (see Table 5 below)	\$0.00	\$0.00
3. Equals subtotal of net assessed value of property	\$338,900.00	\$338,900.00
3a. Multiplied by your local tax rate	2.0635	2.0774
4. Equals gross tax liability (see Table 3 below)	\$6,993.20	\$7,040.32
4a. Minus local property tax credits	\$0.00	\$0.00
4b. Minus savings due to property tax cap (see Table 2 and footnotes below)	\$0.00	\$0.00
4c. Minus savings due to over 65 circuit breaker credit	\$0.00	\$0.00
5. Total property tax liability (see remittance coupon for total amount due)	\$6,993.20	\$7,040.32

Please see Table 4 for a summary of other charges to this property.

TABLE 2: PROPERTY TAX CAP INFORMATION

Property tax cap (1%, 2%, or 3% depending upon combination of property types) ¹	\$10,167.00	\$10,167.00
Upward adjustment due to voter-approved projects and charges (e.g., referendum) ²	\$326.36	\$306.70
Maximum tax that may be imposed under cap	\$10,493.36	\$10,473.70

TABLE 3: GROSS PROPERTY TAX DISTRIBUTION AMOUNTS APPLICABLE TO THIS PROPERTY

TAXING AUTHORITY	TAX RATE 2021	TAX RATE 2022	TAX AMOUNT 2021	TAX AMOUNT 2022	TAX DIFFERENCE 2021-2022	PERCENT DIFFERENCE
CITY/TOWN	0.8769	0.8726	\$2,971.81	\$2,957.25	(\$14.56)	(0.49%)
COUNTY	0.3986	0.3916	\$1,350.86	\$1,327.13	(\$23.73)	(1.76%)
LIBRARY	0.0920	0.0924	\$311.79	\$313.14	\$1.35	0.43%
SCHOOL DISTR	0.6142	0.6332	\$2,081.52	\$2,145.92	\$64.40	3.09%
SPECIAL	0.0630	0.0623	\$213.51	\$211.14	(\$2.37)	(1.11%)
TOWNSHIP	0.0188	0.0253	\$63.71	\$85.74	\$22.03	34.58%
TOTAL	2.0635	2.0774	\$6,993.20	\$7,040.32	\$47.12	0.67%

TABLE 4: OTHER CHARGES / ADJUSTMENTS TO THIS PROPERTY

LEVYING AUTHORITY	2021	2022	% Change
TOTAL ADJUSTMENTS	\$0.00	\$0.00	0.00%

TABLE 5: DEDUCTIONS APPLICABLE TO THIS PROPERTY

TYPE OF DEDUCTION	2021	2022
TOTAL DEDUCTIONS	\$0.00	\$0.00

1. The property tax cap is calculated separately for each class of property owned by the taxpayer.
 2. Charges not subject to the property tax caps include property tax levies approved by voters through a referendum. When added to the base property tax cap amount for your property, this creates the effective tax cap. For more information, see the back of this document. Information regarding the referendums proposed during the most recent elections can be located online at: www.in.gov/dlgf/referendum-information.
 3. If any circumstances have changed that would make you ineligible for a deduction that you have been granted per Table 5 of this tax bill, you must notify the county auditor. If such a change in circumstances has occurred and you have not notified the county auditor, the deduction will be disallowed and you may be liable for taxes and penalties on the amount deducted.



Please read this entire sheet if you are mailing a payment:

Mailed payments are considered on time when correctly addressed and postmarked by the USPS by the due date. Mail is often postmarked at least one day after it is placed in the receptacle. If you are mailing a payment close to the due date, we suggest that you have the USPS hand stamp your payment by the due date to prevent penalties. Metered mail print dates are not considered postmarks. Payments mailed to an incorrect address will not be considered on time.

Mailed payments must be mailed to the PO Box below or our physical address. Please write your phone number on all check payments. We will only contact you if we recognize a problem with your payment. See back of tax bill for other payment options if you do not want to mail your payment.

**Monroe County Treasurer
PO Box 2028
Bloomington, IN 47402**

22-28
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL of ADDENDUM to AGREEMENT and AMENDMENT to LISTING CONTRACT
WITH FC TUCKER COMMERCIAL

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”), the purpose of which is to facilitate economic development and revitalization in Bloomington;

WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing;

WHEREAS, in Resolution 18-73, the RDC approved a Project Review and Approval Form (“Form”) supporting the hiring of a commercial broker for the marketing, sale, and procurement of RDC-owned and funding property (“Project”);

WHEREAS, the RDC approved an agreement with FC Tucker in Resolution 18-77 and addenda in Resolutions 19-04 and 21-20;

WHEREAS, upon negotiation with FC Tucker, the proposed addendum will extend the listing agreement for leasable space in the 4th Street Parking Garage (“Listing Amendment”) and extend the term of the Agreement until May 31, 2023 (“Addendum”); and

WHEREAS, the Addendum and Listing Amendment are 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 RDC reaffirms its support of the Project, as set forth in the Amended Form, and finds that the related expenditures for the Project serve the public’s best interests and are an appropriate use of the Consolidated TIF.
2. The RDC hereby approves the Addendum and Listing Amendment attached to this Resolution as Exhibit A.
3. The RDC authorizes Cindy Kinnarney to sign the Addendum on its behalf and Economic and Sustainable Development Director Alex Crowley to sign the Amendment to the Listing Agreement.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

**SECOND ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT between the
CITY OF BLOOMINGTON
and
T.A. BLOOMINGTON, INC. d/b/a F.C. TUCKER/BLOOMINGTON, REALTORS**

This Second Addendum (“Addendum”) amends the Professional Services Agreement (“Agreement”) between the City of Bloomington (“City”) and T.A. Bloomington, Inc. d/b/a F.C. Tucker/Bloomington, Realtors (“F.C. Tucker”) for brokerage services, entered into on December 21, 2018, as follows:

- 1. Changes to Term of Service: The parties believe it is in the best interest of the RDC and the public to extend the date for the completion of services until May 31, 2023, unless further extended in writing by the parties.

All deadlines reflected in the Agreement shall be extended to correspond with the extended Services completion date.

- 2. In all other respects, the Agreement, shall remain in effect as originally written.

WHEREFORE, the parties execute this Addendum to the Agreement on the date last written below.

REDEVELOPMENT COMMISSION

**T.A. BLOOMINGTON, INC dba F.C.
TUCKER/BLOOMINGTON, REALTORS**

By: _____
Cindy Kinnarney, President

By: _____
John L. West, President

Date: _____

By: _____
Chris Cockerham, Broker

CITY OF BLOOMINGTON

Date: _____

By: _____
Beth Cate, Corporation Counsel

Date: _____



AMENDMENT TO LISTING CONTRACT COMMERCIAL-INDUSTRIAL REAL ESTATE

For use only by members of the Indiana Association of REALTORS®

1 Date: April 27, 2022
2 This Amendment is attached to and made part of Listing Contract dated March 19, 2021,
3 between F.C. Tucker/Bloomington, REALTORS (Broker/Company),
4 and City of Bloomington, Indiana, Alex Crowley (Signing Representative) (Seller), on
5 property known as N Walnut St
6 Bloomington, Indiana, Zip 47404, which is legally described as:
7 013-10840-00 ORIG PLATS 36 & 35 & VAC ALLEY & 34 & VAC ALLEY & N1/2 33 (6,000 SF Retail
8 _____ (the "Property").

9 The Listing Contract is amended as follows: (check appropriate paragraph letter)
10 A. Listing Price is changed from \$ _____ U.S. Dollars to \$ _____ U.S. Dollars.
11 B. Listing Contract is extended from 11:59 of the 1st day of April,
12 2022, to 11:59 p.m. of the 31st day of May,
13 2023.
14 C. Effective date of Listing Contract is changed to _____,
15 and expiration date is changed to _____.
16 D. Other changes in the Listing Contract: _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____

23 All other terms and conditions of the Listing Contract remain unchanged.

24
25 This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an
26 original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement
27 may be transmitted between them electronically or digitally. The parties intend that electronically or digitally
28 transmitted signatures constitute original signatures and are binding on the parties. The original document shall be
29 promptly delivered, if requested.
30

31 By signature below, the parties acknowledge receipt of a signed copy of this Amendment.
32
33

34 _____ RB14027897 _____
35 AGENT IN LICENSE # SELLER'S SIGNATURE DATE
36 Chris Cockerham _____
37 _____
38 City of Bloomington, Indiana
39 PRINTED

40
41 F.C. Tucker/Bloomington, REALTORS CO88900097 _____
42 BROKER OR COMPANY NAME IN LICENSE # SELLER'S SIGNATURE DATE
43 _____
44 Alex Crowley (Signing Representative)
45 PRINTED

46
47 202118608 _____
48 ACCEPTED BY: MANAGING BROKER MLS #
49 FC Tucker/Bloomington



Prepared and provided as a member service by the Indiana Association of REALTORS®, Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice.
Form #F52B. Copyright IAR 2022



Redevelopment Commission Resolution 22-28
Exhibit B

Professional Services Agreement

This Professional Services Agreement is by and between T.A. Bloomington, Inc. d/b/a F.C. Tucker/Bloomington, Realtors (referred to herein as "Contractor," "F.C. Tucker") and the City of Bloomington, Indiana, and its Redevelopment Commission (referred to herein collectively as the "City"), effective this 21st day of December, 2018. The City retains the Contractor on the terms and conditions set forth below:

RECITALS

WHEREAS, the City desires to retain Contractor and Contractor desires to be retained to provide professional property consulting services to the City.

WHEREAS, the Parties enter this Agreement to set forth the terms and conditions of Contractor's services to the City, to address certain, specific matters related to such services.

Now, therefore, in exchange for mutual and beneficial consideration, which the parties agree is sufficient, the parties agree to the following terms of this Agreement:

1. **Term of Service.** The term of this Agreement shall begin on the 21st day of December, 2018, and shall continue for successive one (1) year periods, automatically renewing for one (1) year periods, except as expressly provided by this Agreement.
2. **Duties and Position.** City retains the Contractor to perform consulting services relating to real estate and property matters. The specific duties of the position are described in Exhibit "A," attached hereto and by reference incorporated herein. It is agreed and understood by the parties that the scope of the Agreement shall be modified from time-to-time and over the course of this Agreement to reflect and include specific projects and properties on which the City consults with Contractor.
3. **Compensation.** Upon performance of its consulting duties, City will pay the Contractor a base rate of One Hundred and Twenty-Five Dollars (\$125.00) per hour for services of Contractor ("Compensation"). In addition, Contractor shall receive reimbursement for pre-approved actual out-of-pocket expenses incurred by Contractor not including routine, day-to-day office expenses incurred in the normal course. Contractor shall invoice for services on a monthly basis, detailing the services provided, including reference to specific properties where applicable, and such invoice shall be paid by the City within forty-five (45) days of the date of such invoice. Unpaid invoices shall accrue interest at the rate of 1.5% monthly until paid in full.
4. **Additional Commission.** Contractor shall be entitled to Additional Commission for the sale and/or purchase of property by the City as follows:

4a. Purchase or Lease of Property. During the term of this Agreement and for a period of one hundred and eighty days (180) after termination, for whatever reason, in the event the City or RDC (or its related parties or assignees) purchase or lease property and Contractor has advised

and consulted with the City regarding that property, Contractor shall represent the City as the City's broker and shall be entitled to receipt of a Commission on the purchase or lease of the property, if a commission is included as a condition of the transaction, unless otherwise agreed to in writing by the Parties. Such Commission, if paid to Contractor, may be subject to and reduced by the amount of Compensation paid to the Contractor for consultation services, but only with regard to consultation on that specific property subject to purchase or lease, as identified on an Addendum executed by and between the Parties.

4b. Sale or Lease of Property. In the event the City or RDC (or its related parties or assignees) elects to sell or Lease a property specified to Contractor in advance by the City and RDC, Contractor shall serve as the listing broker for the transaction and the City shall enter into a Listing Agreement in form and substance as provided in Exhibit "B," attached hereto with a broker commission of six percent (6%). Contractor shall be entitled to a Commission in the amount of four percent (4%) of the sale or lease price if no other broker or party representative is entitled to cooperative share or commission in the transaction, and Contractor shall be entitled to a commission of three percent (3%) as a cooperative share of the sale or lease price if there is another broker representing a buyer in the transaction, unless otherwise agreed to in writing by the Parties, payable in accordance with the Listing Agreement, less any consulting fees associated with the sale of such property.

4c. Leases. For the purposes of this Agreement, Consultant shall be paid only an hourly rate for services provided for leaseholds negotiated on behalf of the City that constitute bargain or charitable leases (e.g., significantly below market-value); or, capital-financed or public-private partnership leases (such as a capital improvement project) and Consultant shall not earn commissions for those type of transactions, which transactions shall be identified by the parties as such at inception of the work.

5. Insurance. During the performance of any and all Services under this Agreement, Contractor 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 (maintained by Chris Cockerham for purposes of this Agreement).

c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the RDC, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile policies, and such policies

shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement. In the event Contractor has employees or subcontractors working under this Professional Services Agreement, then in such event, Contractor shall ensure that each person working hereunder is included as insured under any policy held by Contractor.

6. **Liability and Indemnification.** City and Contractor acknowledge and agree that the services to be performed by Contractor under this Agreement are to be performed at Contractor's risk and Contractor assumes all responsibility for any damages or injuries that may result from the performance of services under this Agreement and for any worker retained by Contractor, whether as an employee or subcontractor. Contractor agrees to indemnify and hold harmless City from any and all liability for any injuries (including death), damages, loss or claims based upon, arising out of, or in any manner connected with Contractor's services provided under this Agreement, which includes but is not limited to claims for indemnification and attorney fees. Contractor shall bear any and all costs of obtaining and maintaining for the term of this Agreement expenses for work performed, required licensing, permits, liability insurance. Notwithstanding the above, in the event of City negligence, by act and/or omission Contractor shall not be liable for any damages arising therefrom and the City shall indemnify and hold Contractor Harmless, including all damages and reasonable attorney fees incurred by Contractor.
7. **Tax Liability.** Contractor shall exonerate, indemnify, and hold harmless City from and against, and shall assume full responsibility for, payment of taxes, all federal, state and local taxes, or contributions imposed or required under unemployment insurance, social security, and income tax laws or other assessment, liens or charges with respect to all of Contractor's services under this Agreement, which indemnification shall include damages, costs, and attorney fees.
8. **Termination of Services.** The parties agree and understand that the services are "at-will" and may be terminated by Contractor or the City, with or without cause, by providing a written notice of not less than thirty (30) days prior to the date of termination. At the time of termination, all sums due Contractor and executory contract obligations of the parties shall be enforceable according to its terms, which obligations shall survive termination of this Agreement.
9. **Breach.** In the event of a breach of this Agreement, the non-breaching party shall be entitled to exercise all rights and remedies available at law and/or equity and shall further be entitled to damages, reimbursement of expenses, including reasonable legal fees.

10. **Jurisdiction.** Any claim arising out of or relating to this Agreement shall be determined by a court sitting in Monroe County, Indiana.
11. **Effect of Prior Agreements.** This Agreement supersedes any prior agreement with City, except that this Agreement shall not affect or operate to reduce any benefit or compensation inuring to the Contractor of any kind elsewhere provided and not expressly provided in this Agreement.
12. **Limited Effect of Waiver by City.** A waiver of any breach of any provision of this Agreement shall not operate or be construed as a waiver of later breaches.
13. **Severability.** In the event any term, covenant, or condition hereof is declared, by a Court of competent jurisdiction, to be invalid or otherwise unenforceable, the validity and/or enforceability of the remaining terms, covenants, and conditions shall in no way be affected or impaired. In any such event, this Agreement shall be enforced as if such invalid or unenforceable term, covenant, or condition were not included.
14. **Modifications.** Upon execution, this instrument represents the entire Agreement of City and the Contractor. It may be altered only by a written agreement signed by the parties and the parties agree that each Addendum and/or Listing Agreement executed by and between the parties shall constitute and form a part of this Agreement and subject to the terms hereof.
15. **Choice of Law.** This Agreement is entered into in the State of Indiana and the laws of this state shall apply to any dispute concerning the Agreement.
16. **Non-discrimination.** Contractor 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.
17. **E-Verify.** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. Contractor shall sign an affidavit, attached as Exhibit C, affirming that Contractor 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. Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Contractor. If the City terminates

the contract, the Contractor or subcontractor is liable to the City for actual damages. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor 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. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

18. **Non-Collusion.** Service Provider is required to certify that it has not, nor has any other member, representative, or agent of Service Provider, entered into any collusion by agreement or otherwise 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. Service Provider shall swear under oath, via signed affidavit, attached as Exhibit "D" and by this reference incorporated herein, that Service Provider has not engaged in any collusive conduct.
19. **Notices.** Any notice to be given under this Agreement shall be deemed given in person or, in writing, if sent by certified mail to the address of the party below except if a party has provided an alternative address for notice purposes:

F.C. Tucker: John L. West, FC Tucker/Bloomington, Realtors
487 S. Clarizz Blvd.
Bloomington, Indiana 47401

City: City of Bloomington Legal Department
P.O. Box 100
401 N. Morton Street, Suite 220
Bloomington, IN 47404

Copy to: Redevelopment Commission
P.O. Box 130
401 N. Morton Street, Suite 220
Bloomington, IN 47404

20. **Intent to be Bound.** The City and the Consultant 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.
21. **Integration and Modification.** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

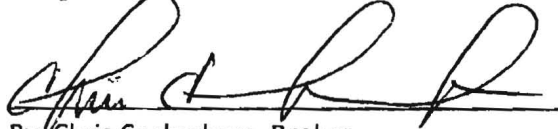
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CONTRACTOR

T.A. Bloomington, Inc. dba F.C. Tucker/
Bloomington, Realtors



By: John L. West, President & Principal Owner



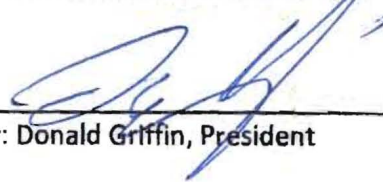
By: Chris Cockerham, Broker

CITY OF BLOOMINGTON, INDIANA



By: Philippa Guthrie, Corporation Counsel

REDEVELOPMENT COMMISSION



By: Donald Griffin, President

This Agreement Prepared by:
Angela F. Parker, Attorney at
Law CARMINPARKER, PC
PO Box 2639
Bloomington, IN 47402
angela@carminparker.com
Tele: 812.332.6556. Ext 2

412203/7088.32/12.20.2018

EXHIBIT C

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the President of T.A. Bloomington, Inc d/b/a FC Tucker/Bloomington, REALTORS
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services;
- OR**
- ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her 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/her belief, the company named herein is enrolled in and participates in the E-verify program.

[Signature]
Signature
President
Title

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared John L Vest Jr and acknowledged the execution of the foregoing this 21st day of December, 2018.

Cheryl H Patton
Notary Public's Signature

Cheryl H Patton
Printed Name of Notary Public

My Commission Expires: April 5, 2023
County of Residence: Monroe
Commission Number: 664794



EXHIBIT D

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

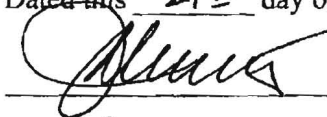
NON-COLLUSION AFFIDAVIT

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 21st day of December, 2018.

By: 

Title: President

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared John L West Jr and acknowledged the execution of the foregoing this 21st day of December, 2018.


Notary Public's Signature

Cheryl H Patton
Printed Name of Notary Public

My Commission Expires: April 5, 2023
County of Residence: Monroe
Commission Number: 664794



**ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT between the
CITY OF BLOOMINGTON
and
T.A. BLOOMINGTON, INC. d/b/a F.C. TUCKER/BLOOMINGTON, REALTORS**

This Addendum (“Addendum”) amends the Professional Services Agreement (“Agreement”) between the City of Bloomington (“City”) and T.A. Bloomington, Inc. d/b/a F.C. Tucker/Bloomington, Realtors (“F.C. Tucker”) for brokerage services, entered into on December 21, 2018, as follows:

1. Changes to Term of Service:
 - a. The following shall be added to Article 1: “Agreement shall be renewed for an additional term from December 21, 2020, through December 31, 2021, and may continue for an additional term of one (1) year from January 1, 2022, through December 31, 2022, upon written notice from the City to the F.C. Tucker that is provided no earlier than 60 days from the end of the current term and no later than 30 days from the end of the current term.
2. Sale or Lease of Property:
 - a. Article 4b states that Contractor shall serve as the listing broker for any property that is “specified to Contractor in advance by the City and RDC.” This serves as notice pursuant to Article 4b that the City desires to have Contractor serve as the listing agent for the lease of commercially available space within the new 4th Street Parking Garage with a legal description of 013-10840-00 ORIG PLATS 36 & 35 & VAC ALLEY & 34 & VAC ALLEY & N1/2 33 (6,000 SF Retail).
3. Listing Agreement:
 - a. Pursuant to Article 4b, Exhibit B to the Agreement included sample listing agreements, which the City was to enter into with Contractor for the sale or lease of any property. The City shall enter into a Listing Agreement to lease the property mentioned above provided that the Listing Agreement does not contradict or violate the terms of the Agreement or this Addendum.
4. In all other respects, the Agreement, shall remain in effect as originally written.

[Signature Page Follows]

WHEREFORE, the parties execute this Addendum to the Agreement on the date last written below.

REDEVELOPMENT COMMISSION

By: David P. Walter
David P. Walter, Vice President
Date: April 22, 2021

**T.A. BLOOMINGTON, INC dba F.C.
TUCKER/BLOOMINGTON, REALTORS**

By: John L. West 05/14/2021
John L. West, President
By: _____
Chris Cockerham, Broker

CITY OF BLOOMINGTON

By: Philippa M. Guthrie
Philippa M. Guthrie, Corporation Counsel
Date: 4/30/21

Date: _____



General Office Policies Regarding Agency of FC Tucker/Bloomington, REALTORS®

In compliance with Indiana Code §25-34.1-10-13 and Standards of Practice 1-2 and 1-13 of the National Association of Realtors, F.C. Tucker/Bloomington, REALTORS® ("Tucker") states its general office policies regarding agency as follows:

General Office Policies

Tucker will represent sellers or landlords in the sale or lease of their real estate, and buyers or tenants in the purchase or lease of real estate. Tucker's licensees will practice disclosed **LIMITED AGENCY** in transactions where the licensee represents both sides in a single transaction, or where the Principal/Managing Broker is personally representing a party in the transaction. Tucker's licensee will make full disclosure to and obtain the informed consent of both parties to limited agency either at the time of entering into a brokerage relationship or when the limited agency situation becomes known to the licensee. Tucker and its licensees will cooperate with all licensees operating as buyer/tenant agent, and will offer compensation through the Multiple Listing Service to licensees acting in that agency capacity. Neither Tucker nor its licensees will practice or cooperate with subagents.

Implementation of Policies

To implement the above-stated general office policies, Tucker will take the following steps:

1. When listing real estate, the Tucker licensee will (a) provide the seller/landlord with a copy of Tucker's general office policies regarding agency; (b) describe the different agency relationships and the corresponding duties; (c) disclose the potential for limited agency where the licensee representing the seller/landlord also represents the buyer/tenant in the same transaction; and, (d) obtain the seller or landlord's informed written consent to the licensee acting as a limited agent as set forth in Indiana Code §25-34.1-10-12(a).
2. When entering into an agency relationship with the buyer/tenant, the Tucker licensee will (a) provide a copy of Tucker's general office policies regarding agency; and (b) describe the duties of the licensee as a buyer or tenant's agent.
3. If Tucker's licensee represents a buyer/tenant interested in real estate for which that licensee also represents the seller/landlord, the licensee will (a) disclose to both parties the potential of limited agency; and (b) obtain the buyer or tenant's informed written consent to the licensee acting as a limited agent as set forth in Indiana Code §25-34.1-10-12(a).
4. Tucker will offer compensation to non-Tucker buyer/tenant agents through the Multiple Listing Service, however, Tucker will not make offers of subagency or cooperate with, compensate or otherwise associate with subagents on any real estate transaction.

Agency Duties

The agency relationship is based on one person representing the interests of another person. Real estate agents (licensees) are licensed by the state to represent a person for the sale or leasing of a property. The responsibility of the real estate agent is defined by the state law relating to agents, the REALTORS® Code of Ethics, and general principles of agency law.

The type of relationship formed between the agent and the client is called a fiduciary relationship. A fiduciary relationship is one based on trust because the agent owes the following duties to the client:

- Loyalty
- Diligence
- Confidentiality
- Obedience
- Disclosure
- Accounting
- Reasonable Care

The courts strictly enforce the agency duties so that the client can rely on the agent putting the client's interests before those of anyone else. The courts also require that the real estate agent be fair and honest to all parties in all respects of the transaction.

The source of compensation does not, in and of itself, determine agency. It can be paid by the buyer, seller, both or neither (subject to restrictions under applicable state law). However, there must be informed consent, written in advance as to who is paying.

Recordings at the Property

Buyer should be aware that an owner may utilize audio and/or video devices to monitor their property. Buyer should not discuss negotiation strategies or other confidential information within a property. Buyer hereby releases Broker, Broker Company and its agents from any liability which may result from any recordings occurring within a property.

Acknowledgment of Receipt

David P. Walter

April 22, 2021

Signature

Date

Signature

Date

David Walter, RDC Vice-President

Printed Name

Printed Name



22-29
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF CONTRACT FOR
LANDSCAPE MAINTENANCE IN THE TRADES DISTRICT

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) approved the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”) to create a geographical center of innovation called the Trades District; and

WHEREAS, as part of the redevelopment of the Trades District, the City sought to improve the Trades District infrastructure; and

WHEREAS, as part of the upkeep of the newly renovated infrastructure in the Trades District, and perform plant maintenance at other RDC properties, the RDC desires to have a landscaping firm perform regular maintenance for 2022 (“Services”); and

WHEREAS, City Staff solicited bids for the work and Nature’s Way was the only responsive bidder; and

WHEREAS, City Staff have brought an Agreement with Nature’s Way, which is attached to this Resolution as Exhibit A, to provide the Services for an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00); and

WHEREAS, the RDC has available funds from its maintenance and services account to pay for the Services;

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

1. The RDC finds the above described expenditures to be an appropriate use of the available funds, and finds that the Services serve the public’s best interest.
2. The RDC hereby approves the Agreement attached to this Resolution as Exhibit A, and authorizes funding for the agreement from Account Number 444-15-150000-53990 in amount not to exceed Forty-Five Thousand Dollars (\$45,000.00).
3. The funding authorization contained in this Resolution shall terminate on December 31, 2022, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
NATURE’S WAY, INC.
FOR
LANDSCAPING IN THE TRADES DISTRICT**

This Agreement, entered into on this ____ day of _____, 2022, by and between the City of Bloomington Redevelopment Commission (the “RDC”), and Nature’s Way, Inc. (“Contractor”),

WITNESSETH:

WHEREAS, the RDC wishes to have landscape maintenance within the Trades District and at its properties within the Consolidated TIF area; and

WHEREAS, the RDC requires the services of a professional Contractor in order to perform the desired maintenance (the “Services” as further defined below); and

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

WHEREAS, Contractor is willing and able to provide such Services to the RDC.

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the RDC as may be requested and desirable, including primary coordination with Alex Crowley, or his designee, as the RDC’s Project Manager.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The RDC shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the RDC shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the RDC

The RDC shall provide all necessary information regarding requirements for the Services. The RDC shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The RDC's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The RDC shall pay Contractor for all fees and expenses in an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the RDC upon the completion of the Services described in Article 1. The invoice shall be sent to:

Bloomington Redevelopment Commission
ATTN: Alex Crowley
401 N. Morton, Suite 150
Bloomington, Indiana 47404

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the RDC or its designated project coordinator prior to such work being performed, or expenses incurred. The RDC shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the RDC are at any time not forthcoming or are insufficient, through failure of any entity, including the RDC itself, to appropriate funds or otherwise, then the RDC shall have the right to terminate this Agreement without penalty.

Article 6. Schedule

Contractor shall perform the Services as detailed in Exhibit A through December 31, 2022, and in coordination with the RDC's Project Manager. The time limits established by this Agreement shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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 RDC may terminate or suspend performance of this Agreement at the RDC's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the RDC, and the RDC shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the RDC, as set forth in Article 10 herein.

Article 8. Identity of the Contractor

Contractor acknowledges that one of the primary reasons for its selection by the RDC to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the RDC. The RDC reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the RDC reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property

All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the RDC as part of the Services shall become the property of the RDC. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. Independent Contractor Status

During the entire term of this Agreement, Contractor 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 RDC. Contractor 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.

Article 11. Indemnification

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the RDC, and the officers, agents and employees of the City and the RDC from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance

During the performance of any and all Services under this Agreement, Contractor 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 \$1,000,000 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. The City of Bloomington, the RDC, and the officers, employees and agents of

each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Contractor shall provide evidence of each insurance policy to the RDC prior to the commencement of work under this Agreement. Approval of the insurance by the RDC shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the RDC's required proof that the insurance has been procured and is in force and paid for, the RDC shall have the right at its election to terminate the Agreement.

Article 13. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver

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.

Article 15. 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 Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment

Neither the RDC nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the RDC and Contractor.

Article 18. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws

In performing the Services under this Agreement, Contractor 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. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the RDC in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify

Contractor 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). Contractor shall sign an affidavit, attached as Exhibit B, affirming that Contractor 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.

Contractor and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or RDC that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this contract to certify to the Contractor 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. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

RDC:

City of Bloomington
ATTN: Alex Crowley
401 N. Morton, Suite 150
Bloomington, Indiana 47404

Contractor:

Nature's Way, Inc.
ATTN: Valaurie Zygnowicz
7330 N. Wayport Road
Bloomington, Indiana 47408

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the RDC and Contractor.

Article 23. Intent to be Bound

The RDC and Contractor each binds 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.

Article 24. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the RDC and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 25. Non-Collusion

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON

NATURE'S WAY, INC.

Beth Cate, Corporation Counsel

Valaurie Zygnowicz, Vice President

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

Deborah Myerson, Secretary

EXHIBIT A - "Scope of Work"

1. Site Locations

- a. The areas requiring landscape maintenance services are shown in Attachment A and Attachment B. The areas include, irrigated and non-irrigated landscape beds, tree grates, paver grates, paver brick sidewalks and plazas, planter pots, mulched rings at bases of trees, and an irrigation system with backflow preventer.
- b. Contractors are encouraged to conduct a site visit of the service locations prior to submitting a quote. The Contractor is responsible for becoming familiar with the existing site conditions.

2. Manual Weed Control

- a. Remove weeds by hand from the following areas twice per month:
 - i. Landscape Beds
 - ii. Tree Grates and Paver Grates
 - iii. Mulched rings at bases of trees
 - iv. Paver Brick Areas

3. Chemical Weed Control

- a. Herbicides may not be used to control weeds without prior approval of the City of Bloomington. To request approval to use herbicides, the Contractor must submit a plan in writing to the City that includes the exact areas to be treated, the reason for treatment, the name of the herbicide(s) that will be used, the proposed dates and times of chemical application, proof of required pesticide applicator licenses, and the signage or access restrictions the contractor will implement to prevent exposure to the public.
- b. Any use of herbicides must be consistent with the City of Bloomington Parks and Recreation Integrated Pest Management Plan. A copy can be downloaded.

4. Mulching

- a. Annually in the spring (March-April), inspect condition of mulch and re-mulch as needed to maintain a 3"-4" thickness of mulch in the landscape beds. Ensure filter fabric and drip irrigation lines are not exposed in the beds.
- b. Annually in the spring (March-April), remove and replace at 3"-4" thickness the mulched rings at bases of trees. Mulch must not be piled against bases of trees.
- c. Annual quantity of mulch required: Assume 100 cy of mulch.
- d. Mulch type: Hardwood bark mulch (non-colored)

5. Edging

- a. Annually in the spring (March-April), re-cut/edge the borders of the spade-edge landscape beds and mulched rings at bases of trees to maintain a clean edge between the grass and mulch.

6. Pruning

- a. Annually in the fall, prune perennials to promote growth and form for the following season, including the following special requirements:
 - i. All Grow-Low Sumac (Rhus aromatic 'Gro-low') should be sheared to 12"18" above ground in first fall (2019) and as needed in subsequent years to promote tighter growth and large massing.
 - ii. Shrubs must be hand-pruned. Use of shears or hedge trimmers on shrubs is not allowed, except for Gro Low Sumac per instruction noted above.
 - iii. Do not prune trees. City of Bloomington staff will perform all tree pruning.
 - iv. Do not prune ornamental grasses in the fall. Grasses are to remain through the winter months.
- b. Annually in early spring, prune the ornamental grasses.

7. Watering

- a. Monitor and water the following on an as needed basis using the on-site water source (on-site water is accessible from the irrigation system via quick coupler valves):
 - i. Planter Pots (25)
 - ii. Non-irrigated landscape beds
 - iii. Non-irrigated sod
- b. Vendor must supply hoses and adaptors for the quick coupler valves.

8. Fall Clean-Up

- a. Annually in the fall (November), perform a fall clean up to remove accumulated fallen leaves and other debris/waste from the following:
 - i. Landscape Beds, including removing debris from the stone channels that are located in six of the beds/infiltration planters
 - ii. Tree Grates and Paver Grates
 - iii. Paver Brick Areas

9. Seasonal Plantings in Planter Pots

- a. In 2022, replant the twenty-five planter pots, once in spring, once in summer, and once in fall (3 rotations) with appropriate seasonal color plantings.

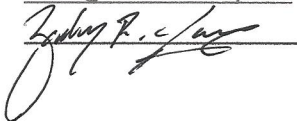
10. Irrigation System

- a. Provide operational and maintenance oversight for the irrigation system according to the manufacturer's recommendations.
 - i. Controller Type: Rainbird ESP-LXD Controller
- b. Promptly notify the City of Bloomington of any irrigation system operational issues or maintenance needs that are outside this scope of work.
- c. Annually, perform backflow testing for the irrigation system. Submit the required reports, and provide a file copy to the City.

Quote and Bid Documents

CITY OF BLOOMINGTON
Landscape Maintenance Services – Trades District

Item	Description	Unit Price		Quantity	Total
1	Manual Weed Control	\$840.00	/visit	16	\$13,440.00
2	Chemical Weed Control	\$726.00	/visit	ITEMIZED SERVICE	
3	Mulching	\$6,000.00	/visit	1	\$6,000.00
4	Edging	\$320.00	/visit	1	\$320.00
5	Fall Pruning	\$300.00	/visit	1	\$300.00
6	Spring Pruning Grasses	\$504.00	/visit	1	\$504.00
7	Watering	\$42.00	/hour	ITEMIZED SERVICE	
8	Fall Clean-Up	\$1,008.00	/visit	1	\$1,008.00
10	Seasonal Plantings	\$1,875.00	/season	3	\$5,625.00
11	Irrigation System O&M	\$45.00	/hour	ITEMIZED SERVICE	
12	Backflow Testing	\$85.00	/visit	1	\$85.00

Company: Nature's Way, inc.
 Name: Zachary R. Young
 Address: 7330 N. Wayport Rd.
 Phone: (812)-876-7888
 Email: Zach@naturesway.net
 Signature 

CITY OF BLOOMINGTON
Landscape Maintenance Services – Trades Garage (New Plantings Only)

Item	Description	Unit Price		Quantity	Total
1	Manual Weed Control	\$84.00	/visit	16	\$1,344.00
2	Chemical Weed Control	\$60.00	/visit	ITEMIZED SERVICE	
3	Mulching	\$1,205.00	/visit	1	\$1,205.00
4	Edging	\$320.00	/visit	1	\$320.00
5	Fall Pruning	\$126.00	/visit	1	\$300.00
6	Spring Pruning Grasses	N/A	/visit		
7	Watering	\$42.00	/hour	ITEMIZED SERVICE	
8	Fall Clean-Up	\$378.00	/visit	1	\$378.00
10	Seasonal Plantings	N/A	/season		
11	Irrigation System O&M	N/A	/hour		
12	Backflow Testing	N/A	/visit		

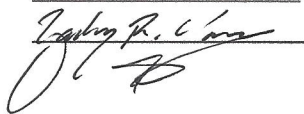
Company: Nature's Way, inc.
 Name: Zachary R. Young
 Address: 7330 N. Wayport Rd.
 Phone: (812)-876-7888
 Email: Zach@naturesway.net
 Signature 

EXHIBIT B

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of Nature’s Way, Inc.
(job title)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her 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/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

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 _____, 2022.

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

CSO
City of Bloomington
2022 Planning Department

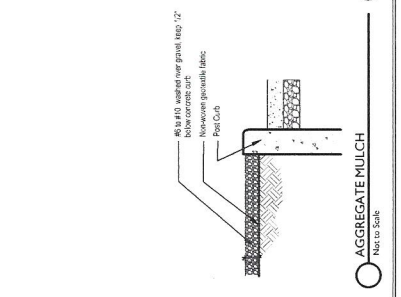
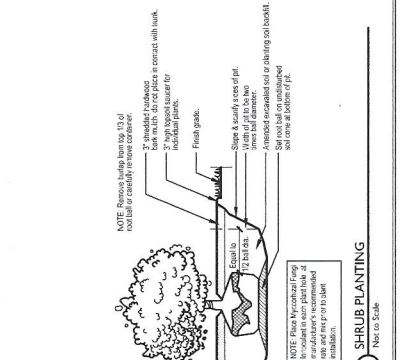
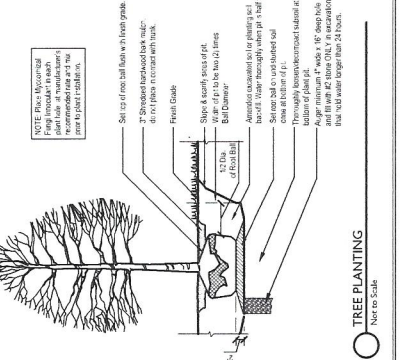
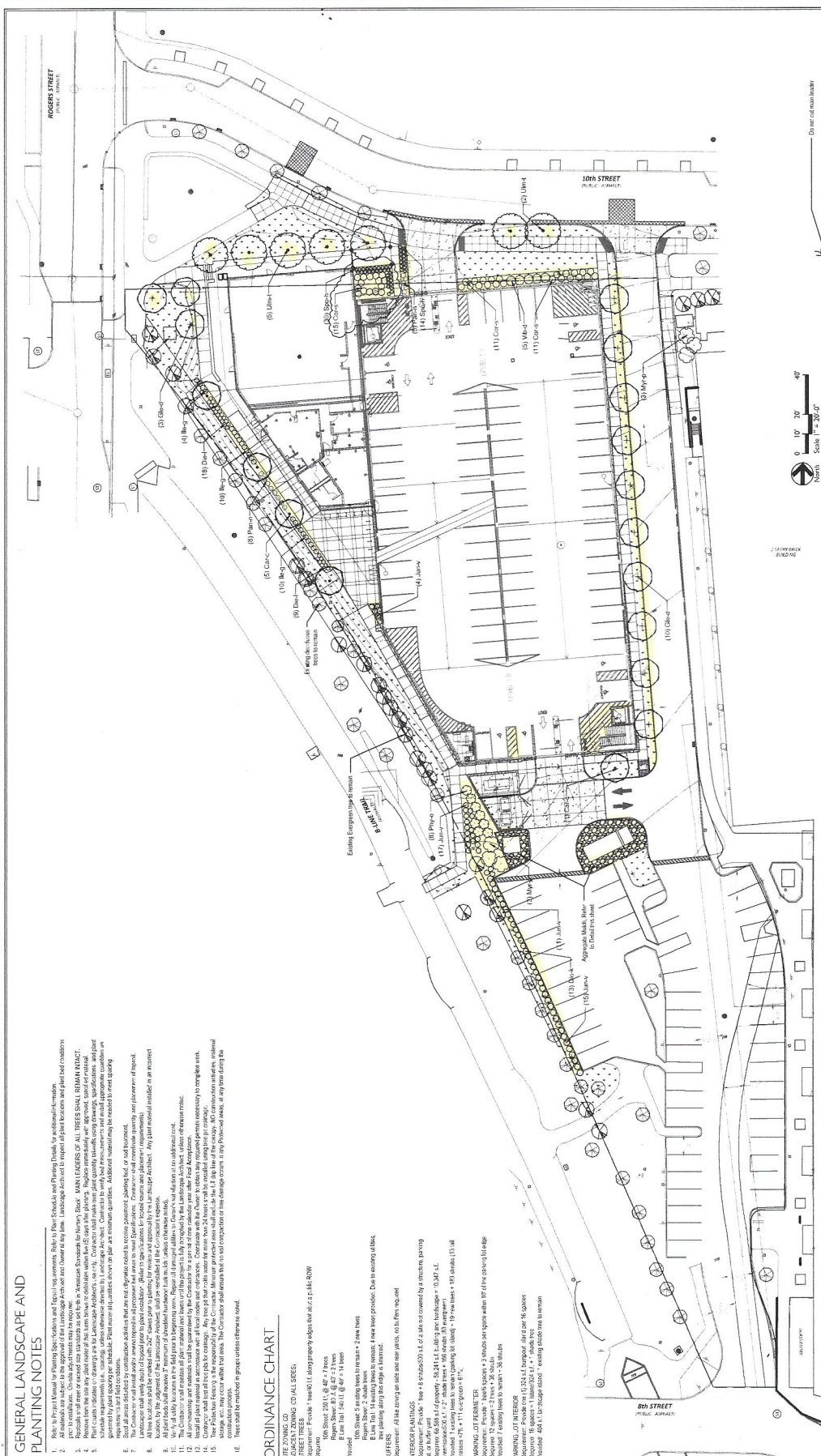
Context
ARCHITECTURAL DESIGN
2022

CITY OF BLOOMINGTON
TRADES DISTRICT
PARKING GARAGE
498 WEST 10TH STREET, BLOOMINGTON, IN 47403

REVISIONS
DATE DESCRIPTION BY
1 10/1/22 Initial Design Context
2 10/15/22 Final Design Context

LANDSCAPE PLAN
DATE: 10/1/22
SCALE: 1" = 20'-0"

DESIGNED BY
KYLE P. APARISI
LANDSCAPE ARCHITECT
1000 N. WASHINGTON ST., SUITE 100
BLOOMINGTON, IN 47403
PHONE: 317.340.1234
EXPIRES: 12/31/2019



GENERAL LANDSCAPE AND PLANTING NOTES

- Refer to Project Manual for details regarding site preparation, grading, and drainage. Refer to the site plan for details regarding the location of trees and shrubs.
- Planting shall be done in accordance with the City of Bloomington's Planting Standards. All trees and shrubs shall be planted in accordance with the City of Bloomington's Planting Standards.
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ORDINANCE CHART

PLANT SCHEDULE	PLANT NAME	PLANT TYPE	PLANT SIZE	PLANT QUANTITY
1	AMERICAN BEECH	Tree	12" DBH	1
2	AMERICAN HICKORY	Tree	12" DBH	1
3	AMERICAN OAK	Tree	12" DBH	1
4	AMERICAN Sycamore	Tree	12" DBH	1
5	AMERICAN White Birch	Tree	12" DBH	1
6	AMERICAN Yellow Birch	Tree	12" DBH	1
7	AMERICAN Red Oak	Tree	12" DBH	1
8	AMERICAN Black Oak	Tree	12" DBH	1
9	AMERICAN White Oak	Tree	12" DBH	1
10	AMERICAN Chestnut	Tree	12" DBH	1
11	AMERICAN Elm	Tree	12" DBH	1
12	AMERICAN Linden	Tree	12" DBH	1
13	AMERICAN Magnolia	Tree	12" DBH	1
14	AMERICAN Dogwood	Tree	12" DBH	1
15	AMERICAN Spicebush	Shrub	6" DBH	1
16	AMERICAN Spicebush	Shrub	6" DBH	1
17	AMERICAN Spicebush	Shrub	6" DBH	1
18	AMERICAN Spicebush	Shrub	6" DBH	1
19	AMERICAN Spicebush	Shrub	6" DBH	1
20	AMERICAN Spicebush	Shrub	6" DBH	1

PLANTING NOTES

1. All trees and shrubs shall be planted in accordance with the City of Bloomington's Planting Standards.

2. All trees and shrubs shall be planted in accordance with the City of Bloomington's Planting Standards.

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PLANT SCHEDULE

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13	AMERICAN Magnolia	Tree	12" DBH	1
14	AMERICAN Dogwood	Tree	12" DBH	1
15	AMERICAN Spicebush	Shrub	6" DBH	1
16	AMERICAN Spicebush	Shrub	6" DBH	1
17	AMERICAN Spicebush	Shrub	6" DBH	1
18	AMERICAN Spicebush	Shrub	6" DBH	1
19	AMERICAN Spicebush	Shrub	6" DBH	1
20	AMERICAN Spicebush	Shrub	6" DBH	1



ANDERSON + BOHLANDER, LLC
1 North Meridian Street, Suite 602
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www.andersonbohlander.com

PREPARED FOR
City of Bloomington
401 North Morton St.
Bloomington, IN 47404

PROJECT
**TRADES DISTRICT
SITE & INFRASTRUCTURE
IMPROVEMENTS**

TRADES DISTRICT
Bloomington, Indiana

CONSULTANTS

Anderson + Bohlander, LLC
1 North Meridian Street, Suite 602
Indianapolis, Indiana 46201
Tel: 317.496.4200

ISSUE FOR CONSTRUCTION
ISSUE DATE: 02.28.2018

DRAWN BY
JTB

CHECKED BY
JTB

REVISIONS

No	Date	Issue
01	03.05.2018	AS-C-01
10	08.07.2018	AS-H-10
15	09.21.2018	AS-L-15

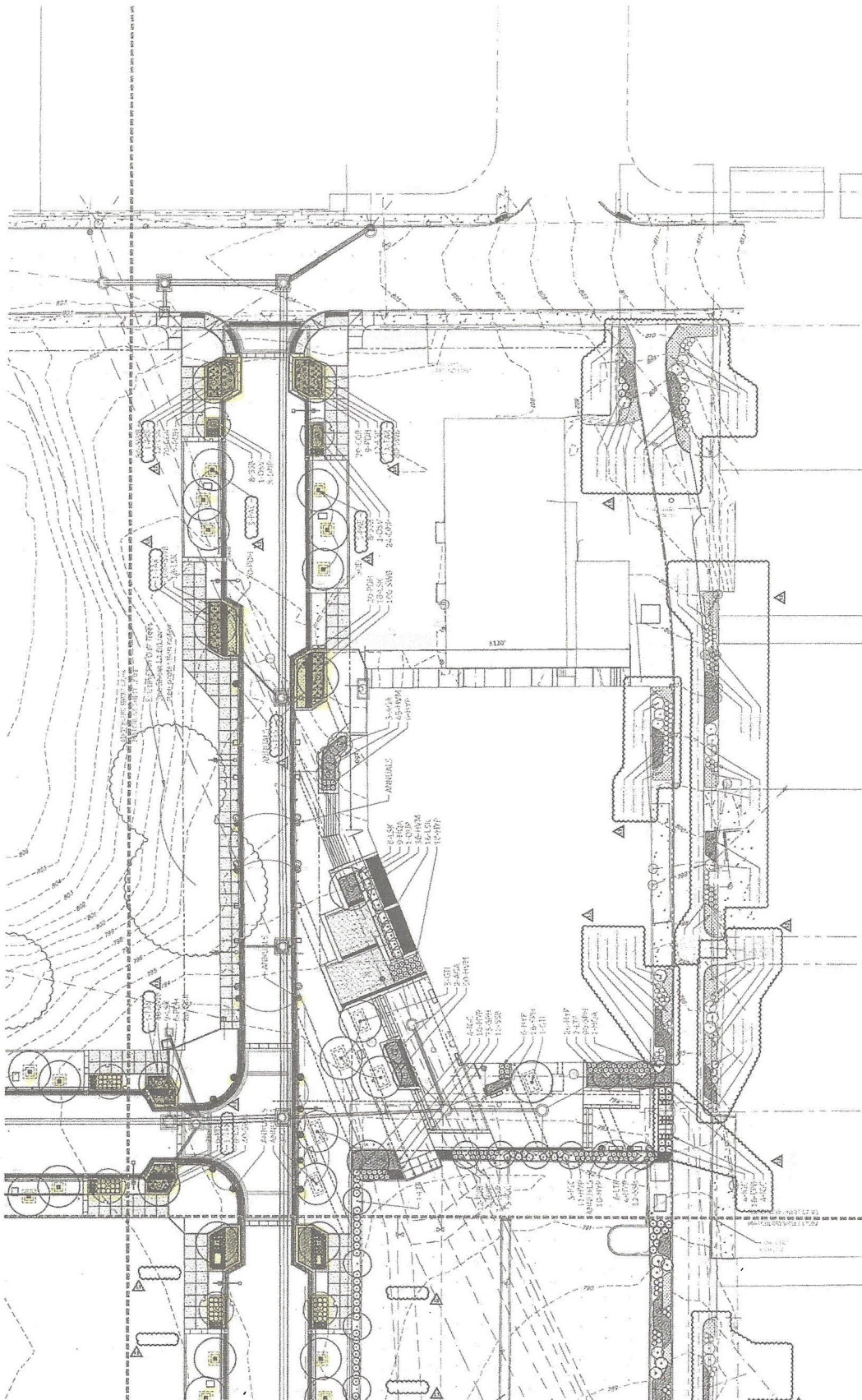


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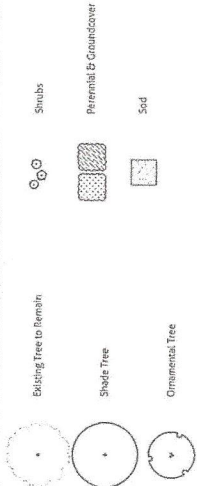
PLANTING PLAN



SHEET NUMBER
L7.03



LEGEND - PLANTING





1 North Meridian Street, Suite 902
Indianapolis, Indiana 46203
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PREPARED FOR
City of Bloomington
401 North Meridian St.
Bloomington, IN 47404

PROJECT
TRADES DISTRICT
SITE & INFRASTRUCTURE
IMPROVEMENTS

TRADES DISTRICT
Bloomington, Indiana

CONSULTANTS
FIRM/OWNER
General Building & Inc. Inc.
1000 North Meridian Street
Bloomington, IN 47404

FOR CONSTRUCTION
07.28.2018

ISSUE DATE
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JBB

REVISIONS
01 01.15.2018 AGREED/CM/DA
13 09.21.2018 ASH-13

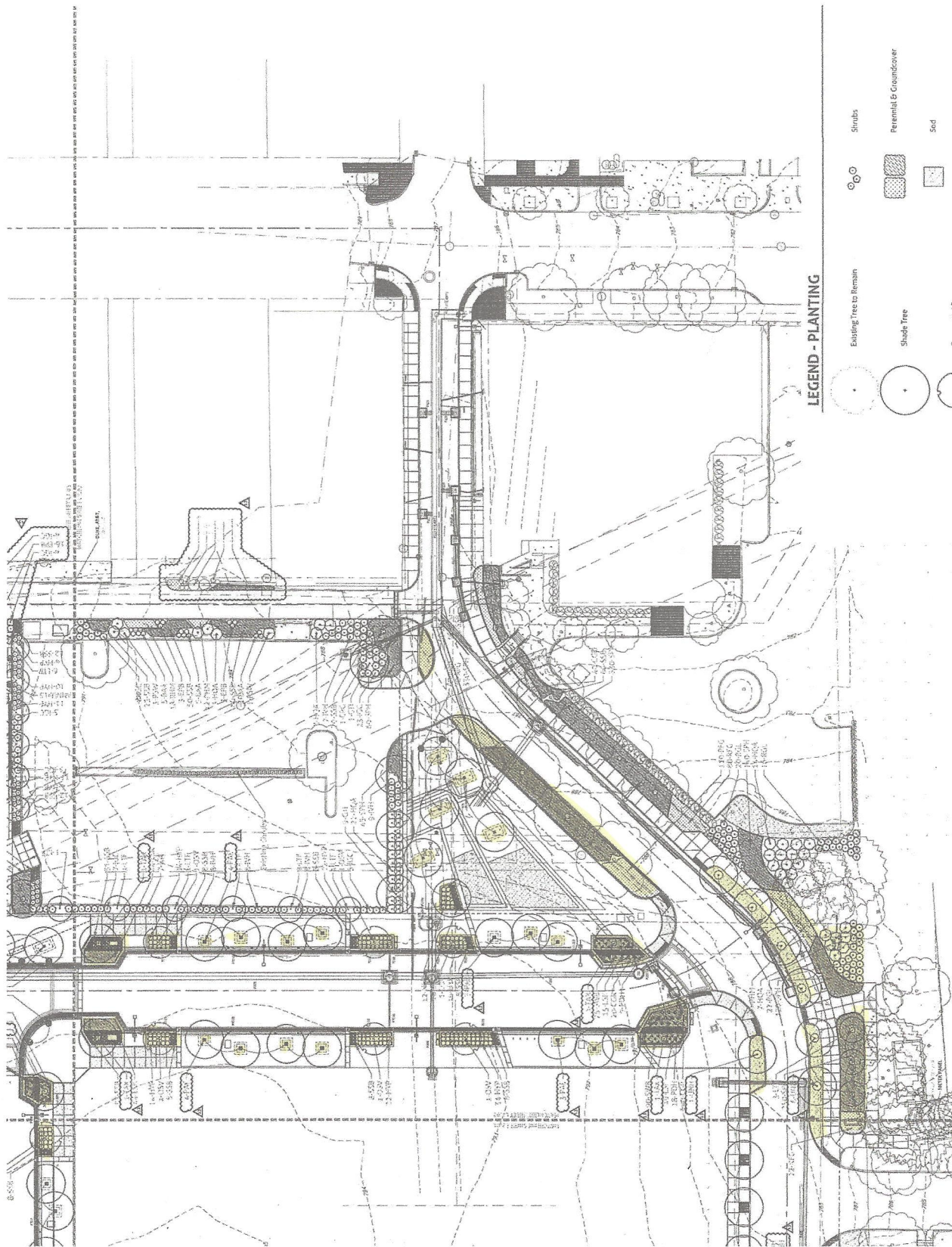


SHEET TITLE
PLANTING PLAN

NORTH
SCALE: 1" = 20'-0"

SHEET NUMBER
L7.02

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LEGEND - PLANTING

- Existing Tree to Remain
- Shrub
- Shade Tree
- Perennial & Groundcover
- Seed
- Ornamental Tree



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Indianapolis, Indiana 46201
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PREPARED FOR
City of Bloomington
401 North Marion St.
Bloomington, IN 47404

PROJECT
**TRADES DISTRICT
SITE & INFRASTRUCTURE
IMPROVEMENTS**

TRACES DISTRICT
Bloomington, Indiana

CONSULTANTS
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100 North Meridian Street, Suite 902
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ISSUE: FOR CONSTRUCTION
ISSUE DATE: 02/28/2018

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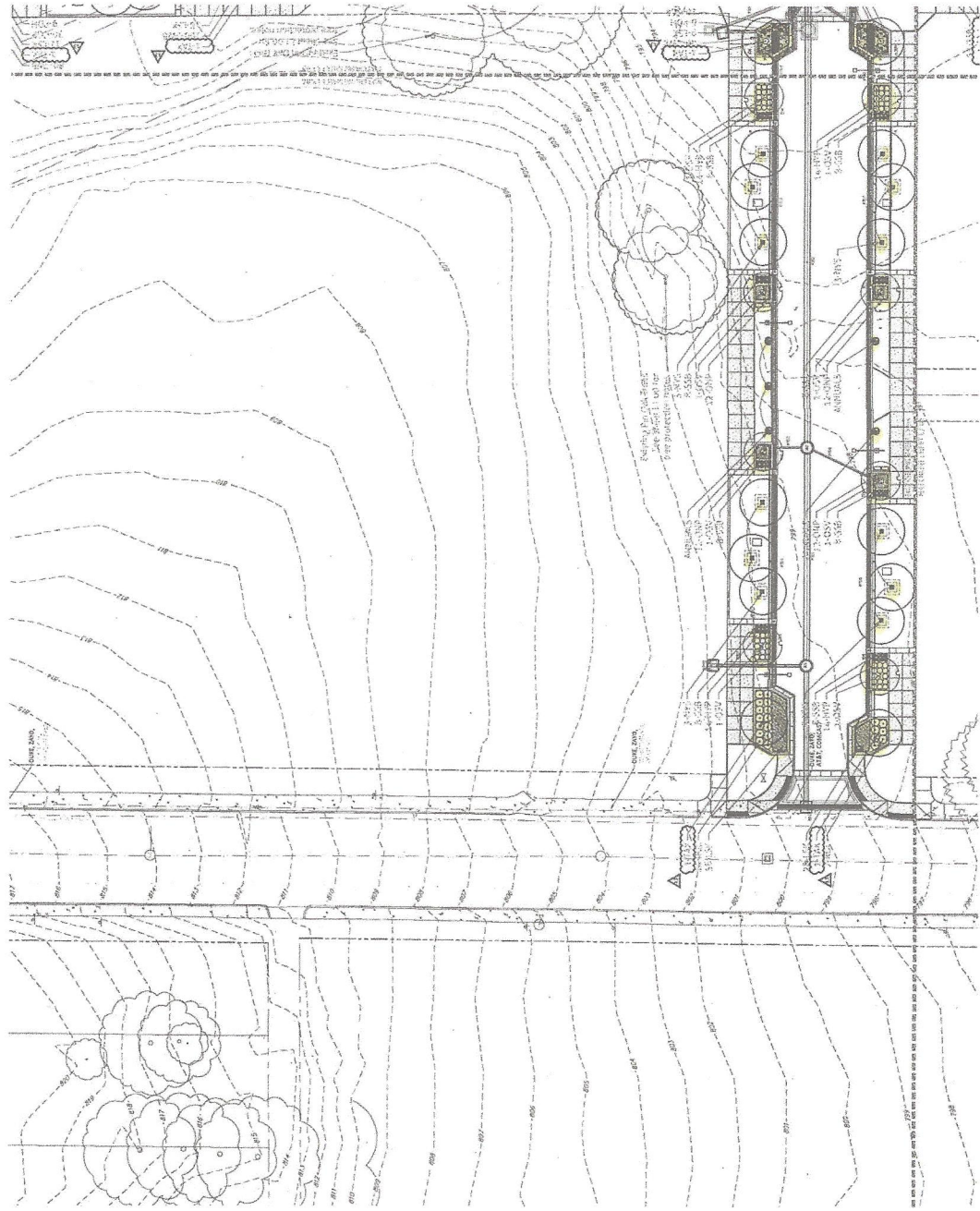
REVISIONS
No. Date Issue
13 09/21/2018 KS-13



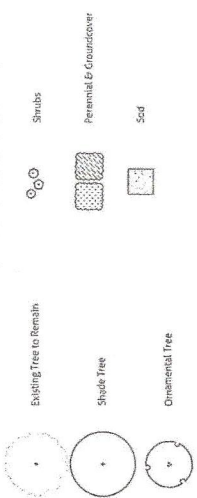
SHEET TITLE
PLANTING PLAN



SHEET NUMBER
L7.04
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LEGEND - PLANTING





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City of Bloomington
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PROJECT
TRADES DISTRICT
SITE & INFRASTRUCTURE
IMPROVEMENTS

TRADES DISTRICT
Bloomington, Indiana

CONSULTANTS

CONSTRUCTION
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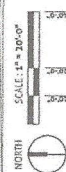
ISSUE FOR CONSTRUCTION
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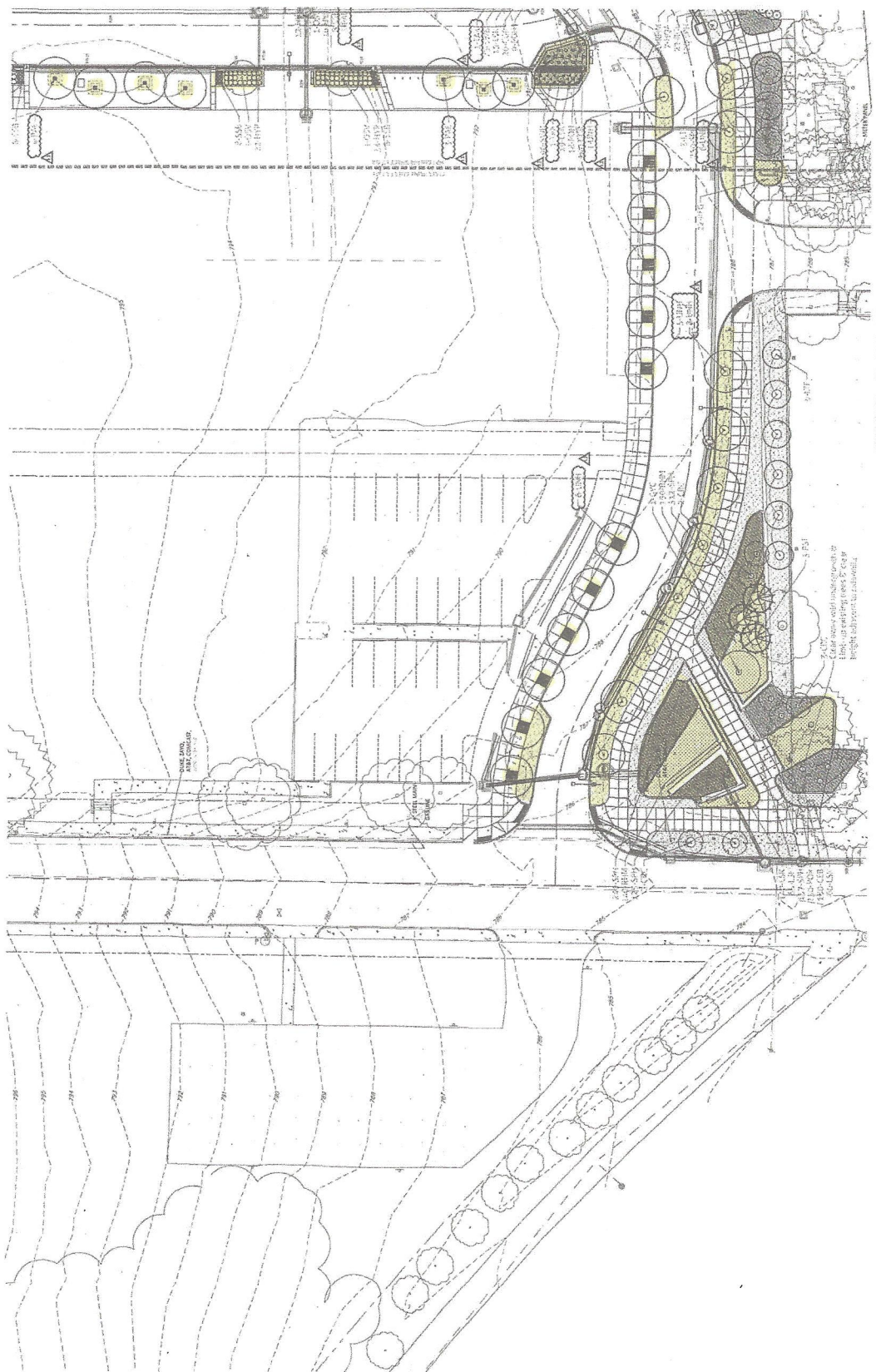
REVISIONS
No. Date Issue
13 09.21.2018 AS-13



SHEET TITLE
PLANTING PLAN



SHEET NUMBER
L7.01
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LEGEND - PLANTING

- Existing Tree to Remain
- Shrub
- Shade Tree
- Ornamental Tree
- Perennial E Groundcover
- Sod

- AREAS TO BE MAINTAINED - PLANT BEDS, TREES, TURF & PLANTERS.
TURF AREAS ARE FOR WATERING ONLY*
* THIS SERVICE WILL BE DONE ONLY IF NEEDED
(OR UPON REQUEST BY AUTHORIZED CITY OF
BLOOMINGTON REPRESENTATIVE).

