

AGENDA
REDEVELOPMENT COMMISSION
September 6, 2022 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street, Room 135
McCloskey Conference Room

Join Zoom Meeting

<https://bloomington.zoom.us/j/86910948358?pwd=YkFvZ0F3Vzc2S3N1c3J4dE4zVDBvQT09>

Meeting ID: 869 1094 8358
Passcode: 849260

- I. ROLL CALL**
- II. READING OF THE MINUTES** –August 15, 2022
- III. EXAMINATION OF CLAIMS** –August 19, 2022 for \$81,888.35
- IV. EXAMINATION OF PAYROLL REGISTERS**– August 12, 2022 for \$34,420.85 and August 26, 2022 for \$34,420.91
- 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 22-59: To Approve Closing Conveyance of 1306 West Kirkwood Avenue
 - B.** Resolution 22-60: Approval of Project Review and Approval Form for Resurfacing Winslow Road
 - C.** Resolution 22-61: Approval of Funding for Repairs of RDC Properties
- 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, August 15, 2022, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, and via Zoom, with RDC President Cindy Kinnarney presiding:
<https://catstv.net/m.php?q=11556>***

I. ROLL CALL

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

Commissioners Absent: Sarah Bauerle Danzman

Staff Present: John Zody, Director, Housing & Neighborhood Development (HAND); Brent Pierce, Assistant Director, HAND; and Christina Finley, Financial Specialist, HAND

Others Present: Alex Crowley, Director Economic and Sustainable Development; Jeff Underwood, City Controller; Larry Allen, Assistant City Attorney; Deb Kunce, JS Held; Dave Askins, B Square Bulletin; Jen Pearl, BEDC; Holden Abshier; Eric Ost; Joe Hren, WFIU; and Sam Dove.

- II. READING OF THE MINUTES** – Randy Cassady moved to approve the August 1, 2022, minutes. Deborah Myerson seconded the motion. The motion passed unanimously.
- III. EXAMINATION OF CLAIM REGISTER** – Deborah Myerson moved to approve the claim register for August 5, 2022, for \$348,141.77. Deb Hutton seconded the motion. The motion passed unanimously.
- IV. EXAMINATION OF PAYROLL REGISTERS** – Randy Cassady moved to approve the payroll register for July 29, 2022, for \$34,420.85. Deborah Myerson seconded the motion. The motion passed unanimously.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A. Director's Report. John Zody updated the Commission that the budget meeting for the HAND department will be August 31. The sale of 1306 West Kirkwood property will hopefully be on next month's agenda. Staff will be meeting to review program guidelines this week and will bring any revisions to the RDC for approval, in the near future.
- 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 reported a successful ribbon cutting for the 4th Street Garage Art piece.
- VI. NEW BUSINESS**
- A. Resolution 22-54: Amendment to Conveyance Agreement for Showers Kiln. In 2019 the RDC approved a conveyance agreement to sell the property to Kiln Collective LLC. The project was put on hold due to challenges presented by the COVID -19 pandemic. Alex Crowley said all parties have continued to communicate and the Kiln Collective is ready to move forward with a modified agreement. City Staff have negotiated a second amendment to the conveyance agreement with new benchmarks and target dates to close on the property. Representatives from Kiln Collective briefly explained their project goals and answered commissioner's questions.

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

Randy Cassady moved to approve Resolution 22-54, via roll-call vote. Deb Hutton seconded the motion. The motion passed unanimously.

B. Resolution 22-55: Access and License Agreement with Centerstone of Indiana. Larry Allen stated that demolition in Phase 1 East is ready to begin. Part of the redevelopment of the site includes making infrastructure improvements in the area. In order to complete the project the contractors require entry onto and across property owned by Centerstone of Indiana, to create new streets, reconfigure Centerstone's parking area, and perform other related activities. Allen said as part of the agreement, we will also demolish one of their houses. Larry Allen answered questions from the commissioners.

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

Deb Hutton moved to approve Resolution 22-55, via roll-call vote. Deborah Myerson seconded the motion. The motion passed unanimously.

C. Resolution 22-56: Agreement with BCA Environmental for Phase 1 Analysis. The RDC previously approved a purchase agreement with CFC to start the process of possibly purchasing the CFC portion of the Showers Building. As part of the due diligence, City staff has negotiated an agreement with BCA Environmental Consultants to perform a phase 1 environmental site assessment. Larry Allen stated that Resolutions 22-56, 22-57, and 22-58 are all part of the same due diligence.

D. Resolution 22-57: Agreement with Tabor/Bruce for Due Diligence Investigation. As an additional part of the due diligence to purchase the CFC portion of the Showers Building, City staff have negotiated an agreement for the inspection of the property with Tabor/Bruce Architecture and Design, for an amount not to exceed \$15,000.00. Tabor/Bruce will conduct the main building and mechanical systems assessment.

E. Resolution 22-58: Agreement for Public Safety Evaluation of 320 West 8th Street. City staff negotiated an agreement for the public safety analysis of the property with Springpoint Architects. In order to evaluate the CFC Showers building for its suitability to become the new police headquarters, the City needed a Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) certified architect to carry out the evaluation. Springpoint is a local architecture firm that agreed to serve as liaison between the City and the CALEA-certified architects. Springpoint has agreed to perform the CALEA public safety analysis of the building for an amount not to exceed \$50,000.

Cindy Kinnarney asked for public comment on Resolutions 22-56, 22-57, and 22-58. There were no comments from the public.

Deborah Myerson moved to approve Resolution 22-56, 22-57, 22-58, via roll-call vote. Deb Hutton seconded the motion. The motion passed unanimously.

VII. BUSINESS/GENERAL DISCUSSION – Randy Cassady said the Redevelopment Director for the City of Carmel, and the City of Fort Wayne have invited the City of Bloomington Redevelopment Commission to tour and see what they have done in their community.

VIII. ADJOURNMENT – Deb Hutton moved to adjourn. There was a seconded to the motion. The meeting adjourned at 6:00 p.m.

Cindy Kinnarney, President

Deborah Myerson, Secretary

Date: _____

22-59
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

TO APPROVE CLOSING CONVEYANCE OF 1306 W. KIRKWOOD AVENUE

- WHEREAS, pursuant to Indiana Code 36-7-14-3, the Bloomington Redevelopment Commission provides oversight to the local department of redevelopment, which is the Housing and Neighborhood Development (HAND) Department; and
- WHEREAS, the HAND department is vested with the power to disburse and offer for sale real property; and
- WHEREAS, in accordance with Indiana Code § 36-1-11-4, HAND offered the property located at 1306 W. Kirkwood Avenue for sale, and received bids at a publicly noticed hearing on June 21, 2022; and
- WHEREAS, the RDC approved the recommendation of sale in Resolution 22-38; and
- WHEREAS, City staff received a bid for the property from Matt Mruphy for \$30,100, which was the highest and best offer; and
- WHEREAS, Staff is requesting authorization to close on the sale pursuant to Indiana Code § 36-1-11-4;

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

1. The RDC finds that the sale of the Property, as described above, has a valid public purpose.
2. The RDC authorizes City staff of the HAND department to close on the sale and pay any necessary, related expenses out of its budget.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Vice President

Date

22-60
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM FOR RESURFACING
WINSLOW ROAD**

WHEREAS, the City of Bloomington (“City”) has brought the Redevelopment Commission a Project Review & Approval Form (“Form”) which seeks the support for resurfacing Winslow Road from Walnut Street to High Street (“Project”); and

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

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

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

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

City of Bloomington
 Redevelopment Commission
 Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Winslow Road Resurfacing

Project Manager: Adam Wason

Project Description: This project will resurface and improve East Winslow Road between South Walnut Street and High Street. This will project is anticipated to be part of the INDOT Community Crossing Grant.

Project Timeline:

Start Date: Fall 2022

End Date: December 2023

Financial Information:

Estimated full cost of project:	\$500,000
Sources of funds:	
Consolidated TIF	\$500,000

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

Redevelopment Commission Resolution 22-60
Exhibit A

Step	Description	Estimated Cost	Timeline
1	Preliminary Engineering	TBD	2022-Spring 2023
2	Construction	TBD	2023

TIF District: Consolidated TIF (Walnut-Winslow)

Resolution History: 22-60 Project Review and Approval Form

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**22-61
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

APPROVAL OF FUNDING FOR REPAIRS OF RDC PROPERTIES

WHEREAS, in Resolution 22-39, the Redevelopment Commission of the City of Bloomington (“RDC”) approved an agreement with Ann-Kriss Inc. to make certain repairs at the Dimension Mill and other RDC-owned properties;

WHEREAS, City staff now recommend that the RDC approve additional funding for repairs of RDC property, particularly for securing and repairing damage to properties the RDC acquired as part of the Hopewell redevelopment from IU Health Bloomington;

WHEREAS, an amendment to the service agreement with Ann-Kriss Inc. to perform the maintenance that might be needed at the RDC properties (“Services”) for an additional amount not to exceed Fifteen Thousand Dollars (\$15,000.00) is attached to this Resolution as Exhibit A (“Amendment”); and

WHEREAS, if approved, the new grand total amount of the contract would be for an amount not to exceed \$27,000.00;

WHEREAS, the RDC has available funds in both its revenue account (“444 Account”) to pay for the Services;

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

1. The RDC reaffirms its approval of the Project, and finds that the Services are the best interest of the Project and the RDC’s continued support and security of its properties.
2. The RDC hereby authorizes City Staff to expend an additional amount not to exceed Fifteen Thousand Dollars for the Services from Ann-Kriss Inc. for a grand total not to exceed Twenty-Seven Thousand Dollars (\$27,000.00) from the RDC’s general services account (444-15-150000-53990) to be paid in accordance with the Amended Agreement.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date: _____

**AMENDMENT TO AGREEMENT BETWEEN CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION AND ANN KRISS, LLC**

This Amendment supplements the Agreement executed on June 20, 2022, between the City of Bloomington Redevelopment Commission and the City’s Economic and Sustainable Development Department (collectively the “Department”) and Ann Kriss LLC (“Contractor”) (“Agreement”) as follows:

- I. Article 23 of the Agreement states, “This Agreement may be modified only by a written amendment signed by both parties hereto.”
- II. Article 4 states in relevant part: “The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twelve Thousand Dollars (\$12,000.00).”

The Department has had additional needs for repairs among several Redevelopment Commission-owned properties since the execution of the Agreement. Therefore, the parties believe it is in the best interest of the security and maintenance of the properties to add additional services for an amount not to exceed an additional Fifteen Thousand Dollars (\$15,000.00) in compensation to the overall amount, for a total compensation that shall not exceed Twenty-Seven Thousand Dollars (\$27,000.00).

- III. In all other respects, the Agreement shall continue in effect as originally executed.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the day and year written below.

CITY OF BLOOMINGTON

ANN-KRISS, LLC

Beth Cate, Corporation Counsel

Dave Padgett, Owner

**CITY OF BLOOMINGTON ECONOMIC &
SUSTAINABLE DEVELOPMENT DEPT.**

Alex Crowley, Director

**AGREEMENT BETWEEN CITY OF BLOOMINGTON REDEVELOPMENT
COMMISSION,
DEPARTMENT of ECONOMIC & SUSTAINABLE DEVELOPMENT
AND
ANN-KRISS, LLC**

This Agreement, entered into on this 20th day of June, 2022, by and between the City of Bloomington Redevelopment Commission and the City's Department of Economic and Sustainable Development (collectively the "Department"), and Ann-Kriss, LLC ("Contractor").

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: scraping, preparation of the ceiling, application of blocking and finishing paint, sealing, cleaning and removal of debris, and any necessary work as directed by the Department or indicated on the estimate incorporated into this Agreement as Exhibit A ("Services"). 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 Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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 Department shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the Department 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 Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twelve Thousand Dollars (\$12,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent to: Alex Crowley, City of Bloomington Department of Economic and Sustainable Development, 401 N. Morton, Suite 150, Bloomington, Indiana 47404.** 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. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department 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 Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all 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. Additionally, the Department may terminate or suspend performance of this Agreement at the Department'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 Department and the Department 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 Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department 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 Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department 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 Department as part of the Services shall become the property of the Department. 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 Department. 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 indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department 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) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and

Omissions Insurance”) with a minimum limit of \$1,000,000 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 Department, 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 Department prior to the commencement of work under this 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 Department 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 parties.

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 the 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 Department 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. 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:

Department: City of Bloomington ESD, Attn: Alex Crowley, 401 N. Morton, Suite 150, Bloomington, Indiana 47404.

Contractor: Ann-Kriss, LLC, 736 S. Morton St., Bloomington Indiana 47403.

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

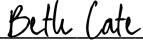
Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral 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 24. 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.

Article 25: Renewal This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

CITY OF BLOOMINGTON

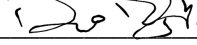
DocuSigned by:



Beth Cate, Corporation Counsel

Ann-Kriss, LLC

DocuSigned by:



Dave Padgett, Owner

**CITY OF BLOOMINGTON ECONOMIC &
SUSTAINABLE DEVELOPMENT DEPT.**

DocuSigned by:



Alex Crowley, Director

EXHIBIT A MILL ESTIMATE



ANN-KRISS LLC
736 S. Morton
Bloomington, Indiana 47403
812-361-7620
davedpadgett@yahoo.com

Estimate

TO: <i>City of Bloomington</i> <i>401 N. Morton St.</i> <i>Bloomington, IN</i>		WORK PERFORMED AT: <i>Mill</i>
DATE: <i>5/20/22</i>		OUR BID NO.:
YOUR WORK ORDER NO.:		ATTN: <i>J.D. Bowff</i>

DESCRIPTION OF WORK PERFORMED

** Estimate good for 14 days*

Estimate

- 1.) Scrape Ceiling
- 2.) Apply blocking paint (ceiling)
- 3.) Apply finish paint (ceiling)
- 4.) Apply blocking paint (walls, wood beams)
- 5.) Apply finish paint (walls, wood beams)
- 6.) Apply two coats clear sealer (brick)
- 7.) Prep floor
- 8.) Apply blocking paint (floor)
- 9.) Apply finish paint (floor)
- 10.) Clean area, Remove debris

total \$ *8,640.00*

** Customer provides paint, sealer, blocking paint, and all Sherwin-Williams products needed for this job specifically*

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____ Dollars (\$_____).

This is a Partial Full invoice due and payable by: _____
in accordance with our Agreement Proposal No. _____ Dated _____
adams TC8122

EXHIBIT C

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

Ann-Kriss, LLC

By: _____

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 Printed Name

Notary Public's Signature

My Commission Expires: _____

County of Residence: _____

My Commission #: _____