

AGENDA
REDEVELOPMENT COMMISSION
January 23, 2023 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
Allison Conference Room

Join Zoom Meeting
<https://bloomington.zoom.us/j/84152792530?pwd=c2tPQ01tamVoYStmc1JVSTIzQ3RiUT09>

Meeting ID: 841 5279 2530
Passcode: 505134

- I. ROLL CALL**
- II. READING OF THE MINUTES – January 3, 2023**
- III. EXAMINATION OF CLAIMS – January 20, 2023 for \$237,458.88**
- IV. EXAMINATION OF PAYROLL REGISTERS–January 13, 2023 for \$45,506.38**
- 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 23-05: Approval of Partnership Agreement with Dimension Mill, Inc.**
 - B. Resolution 23-06: Approval of Neighborhood Improvement Grant Guidelines**
 - C. Resolution 23-07: Approval of Contract with Koorsen Fire & Security to Drain Water from 714 South Rogers Street**
 - D. Resolution 23-08: Approval of Contract for Landscape Maintenance in the Trades District**
 - E. Resolution 23-09: Approval of Additional Funds for Emergency Home Repair at 1423 West 8th Street.**
 - F. Resolution 23-10: Approval of Additional Funds for Emergency Home Repair at 213 N Sheffield Drive**
- 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 Tuesday, January 3, 2023, 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=12008>

I. ROLL CALL

Commissioners Present: Cindy Kinnarney, Deb Hutton, Sarah Bauerle Danzman, Randy Cassady and Deborah Myerson attended in person

Commissioners Absent: None

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

Others Present: Larry Allen, Assistant City Attorney; Patrick Dierkes, Project Engineer, Engineering Department; Dave Askins, B Square Bulletin; Sam Dove; Jen Pearl, BEDC

II. READING OF THE MINUTES – Deb Hutton moved to approve the December 19, 2022 minutes. Deborah Myerson seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTER – Deborah Myerson moved to approve the claim registers for December 9, 2022 for 402,384.57 and December 23, 2022 for \$550,631.09. Deb Hutton seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Randy Cassady moved to approve the payroll registers for December 16, 2022, for \$35,670.87 and December 30, 2022, for \$35,670.81. Deb Hutton seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. **Director's Report:** John Zody informed the board that HUD allocated approximately \$2 million in funding from the American Rescue Plan through the HOME program that HUD administers. Zody said staff is currently working on an allocation plan and obtaining community input.

B. **Legal Report.** Larry Allen reminded commissioners they will need to sign a new bond and conflict of interest form.

C. **Treasurer's Report.** Larry Allen was available to answer questions.

D. **Business Development Updates:** Larry Allen was available to answer questions.

VI. NEW BUSINESS

A. **Election of Officers:** Deb Hutton nominated Cindy Kinnarney to serve as president. Sarah Bauerle Danzman seconded the nomination. Cindy Kinnarney abstained. The nomination was approved.

Cindy Kinnarney nominated Deborah Myerson to serve as secretary. Randy Cassady seconded the nomination. Deborah Myerson abstained. The nomination was approved.

Deborah Myerson nominated Deb Hutton to serve as vice-president. Randy Cassady seconded. Deb Hutton abstained. The nomination was approved.

- B. **Resolution 23-01: Approval of 2023 Commission Schedule.** The 2023 commission schedule was included in the packet.

Deb Hutton moved to approve Resolution 23-01. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

- C. **Resolution 23-02: Approval of Maintenance of Property Owned by the Redevelopment Commission of the City of Bloomington.** Larry Allen stated this is an annual maintenance agreement that approves funding for RDC owned properties. This resolution authorized the Housing and Neighborhood Development staff to receive, process, and approve invoices to expend funds on utility bills and maintenance costs associated with the RDC-owned properties. Invoices for maintenance that are more than \$5,000 must be specifically approved by the RDC in advance of their expenditure. In the event that a utility bill exceeds \$2,500, HAND staff will inform the RDC at its next scheduled meeting. The funding amount is not to exceed \$250,000.

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

Sarah Bauerle Danzman moved to approve Resolution 23-02. Deb Hutton seconded the motion. The motion passed unanimously.

- D. **Resolution 23-03: Approval of Funding for Appraisals for Property within the Allocation Areas for the Purpose of Possible Acquisition and Redevelopment.** Larry Allen stated this is an annual allocation which is used for the necessary appraisals of various parcels of property within the Consolidated TIF. The funding allocation last year was \$25,000. This year's request is \$50,000. Allen said the increase is due to the Hopewell project. We had the demolition at Phase I East and now anticipate moving toward offering those for development this calendar year. Allen said those parcels will need to have updated appraisals.

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

Randy Cassady moved to approve Resolution 23-03. Deborah Myerson seconded the motion. The motion passed unanimously.

- E. **Resolution 23-04: Approval of Project Review and Approval Form for a Regional Economic Acceleration and Development Initiative (READI) Grant for Hopewell.** John Zody stated that the City of Bloomington applied for a READI grant to fund the design and construction of a major section of Jackson Street in the Hopewell development (legacy IU Health Hospital site). The funded portion of Jackson Street would run from 1st Street to the proposed University Street. Zody explained that the design and construction of this portion of Jackson Street is critical for the redevelopment of the 1947 Kohr Administration Building. The targeted redevelopment of the Kohr Building includes 40 units of affordable housing serving residents who are 60% and below Area Median Income (AMI). In addition, the completion of Jackson St. will provide an additional artery of infrastructure on the site that will serve up to 400 units of new housing (including the 40 new units in the Kohr Building), connecting to the main site corridor (University St.) near the 427-space parking garage that will also remain.

READI funds will be for the design and construction of the project, so a general developer and contractor have not yet been named. Design and construction bidding will be done by the City of Bloomington Redevelopment Commission and the City's Engineering Department through the City of Bloomington's procurement process.

Zody stated there is a match component to this grant. This is not a funding match to pay for construction. It is about the local investment from the community. Zody said we have a little over \$5 million in match which largely includes the reconstruction of 1st Street.

Zody said that tonight's request is acknowledging the match is included. This is not a request for funds.

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

Randy Cassady moved to approve Resolution 23-04. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

VII. BUSINESS/GENERAL DISCUSSION – None.

VIII. ADJOURNMENT – Deborah Myerson moved to adjourn. Deb Hutton seconded the motion. The meeting adjourned at 5:35 p.m.

Cindy Kinnarney, President

Deborah Myerson, Secretary

Date: _____

23-05
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON

APPROVAL OF PARTNERSHIP AGREEMENT WITH DIMENSION MILL, INC.

WHEREAS, the City of Bloomington (“City”) created the Trades District, a 12-acre portion of the Bloomington Certified Technology Park that is owned by the Redevelopment Commission (“Commission”); and

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

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

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

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

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

WHEREAS, The Dimension Mill, Inc. (“The Dimension Mill”) is a nonprofit corporation operating within the Trades District with a mission, *inter alia*, to promote and facilitate entrepreneurship, including high technology start-ups and related industries; and

WHEREAS, in 2018 the City and Commission entered an agreement with The Dimension Mill to operate and manage “The Mill,” Bloomington’s center for coworking and entrepreneurship, located in The Trades District; and

WHEREAS, the Commission desires to promote the Trades District and ensure appropriate management of the creation of the Tech Center on behalf of the grant applicants; and

WHEREAS, in furtherance of these goals, the Commission has previously contracted with Axis Architecture + Design for the architectural services necessary to design the Tech Center based on the building program that was prepared—at the direction of the Commission—by the City and Bloomington Economic Development Corporation; and

WHEREAS, the Commission wishes to ensure that the Tech Center is ready to be activated once construction is complete, and requires dedicated resources to accomplish that activation; and

WHEREAS, a new three-year partnership agreement has been negotiated with The Dimension Mill, Inc (“Partnership Agreement”), under which The Dimension Mill will lead and manage the development and construction of the Tech Center and the development of the Trades District, and is attached to this Resolution as Exhibit A; and

WHEREAS, the Partnership Agreement will enable the transfer of responsibility, in compliance with applicable EDA requirements, for managing the Tech Center from the Trades District Technology Center, Inc. to the Dimension Mill; and

WHEREAS, the Partnership Agreement provides that the Commission shall provide up to Two Hundred Thousand Dollars (\$200,000) for each of two (2) years to advance the City’s objectives for the Tech Center, Trades District and Bloomington’s innovation ecosystem; and

WHEREAS, the Commission has available funds in the CTP Fund and other available funds as needed, 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 CTP funds in a manner permitted by Indiana Code § 36-7-32-23 to support the Tech Center and Trades District as described in the Partnership Agreement is an appropriate use of the such funds.
2. The Redevelopment Commission approves the Partnership Agreement, and authorizes Cindy Kinnarney to sign the agreement on its behalf.
3. The Redevelopment Commission authorizes the expenditures in an amount up to Two Hundred Thousand Dollars (\$200,000) in 2023 from the CTP Fund, and up to Two Hundred Thousand Dollars (\$200,000) in 2024 from either the CTP Fund or the Redevelopment Commission Fund as needed if CTP Fund resources are insufficient, to be used by The Dimension Mill to advance the objectives of the Partnership Agreement.
4. The funding authorizations contained in this Resolution shall terminate on December 31, 2025, unless otherwise extended by the Commission.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

EXHIBIT A

TRADES DISTRICT & TECHNOLOGY CENTER AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

1. Purpose of Agreement

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

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

2. Duration of Agreement

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

3. Funding

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

4. Mill Duties

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

A. Tech Center Facility

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

i. Design and Development Coordination.

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

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

ii. Tech Center Operations

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

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

iii. Facility Management Responsibilities.

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

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

B. Trades District

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

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

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

5. Innovation Ecosystem Development

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

6. Executive Leadership

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

7. Reporting and performance indicators

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

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

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

8. Tech Center Ownership and Management

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

9. Termination

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

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Bloomington, Indiana

BY: _____
John Hamilton, Mayor

Date: _____

Redevelopment Commission of
Bloomington, Indiana

By: _____
Cindy Kinnarney, President

Date: _____

Dimension Mill, Inc.

By: _____
Patrick M. East, Executive Director

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Beth Cate, Counsel for City of
Bloomington and Redevelopment Commission

Date: _____

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

Date: _____

EXHIBIT 1

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.
(job title) (company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of his/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 knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

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

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.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

EXHIBIT 2

AFFIDAVIT REGARDING NON-COLLUSION

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

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

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

Dated this _____ day of _____, 2022.

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.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed



Commission Number

23-06
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF NEIGHBORHOOD IMPROVEMENT GRANT GUIDELINES

WHEREAS, the City of Bloomington, Indiana, has a Neighborhood Improvement Grant Program under which general grant funds are under the control of the Redevelopment Commission and may be expended for approved projects that benefit neighborhoods within the City of Bloomington, in cooperation with the Housing and Neighborhood Development Department (HAND), pursuant to IC § 36-7-14-11(4); and

WHEREAS, HAND seeks the advice and input of the community as to the allocation of the Neighborhood Improvement Grant Program (“Grant Program”) funds has been solicited and received through the efforts of the Council for Neighborhood Improvement Grants; and

WHEREAS, applications for the Grant Program are subject to application guidelines (“Guidelines”), and a copy of the 2023 guidelines are attached to this Resolution as Exhibit A; and

WHEREAS, HAND believes it is prudent to update the Guidelines and have the RDC approve the Guidelines prior to their publication and use in 2023; and

WHEREAS, the Redevelopment Commission has reviewed the Guidelines for the Neighborhood Improvement Grants;

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

1. The Redevelopment Commission hereby approves the Neighborhood Improvement Grant Program Guidelines as attached to this Resolution as Exhibit A.

2. The Redevelopment Commission also requests that HAND staff explicitly note compliance with the City’s adopted Policy and Procedure for Private Art in the Right of Way, attached to this Resolution as Exhibit B, be attached to the Guidelines and incorporated into the program.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

2023 Neighborhood Improvement Grant Guidelines



Park Ridge East butterfly garden



Village of Ridgefield accessible community benches



Bloomington Housing Authority information kiosks



EverGreen Village neighborhood entrance sign

What is the program?

The City of Bloomington, Department of Housing and Neighborhood Development (HAND) offers Neighborhood Improvement Grants annually. In 2023 the City expects to award \$30,000 in grants.

The program is designed to give residents an opportunity for direct input in the improvement of their neighborhoods. *This is a neighborhood-driven process, therefore the application must demonstrate significant neighborhood support.*

Who do we fund?

Neighborhood-based groups located within the city of Bloomington.

- A majority of group members must reside or do business in a commonly recognized neighborhood.
- Groups may include representatives from churches, schools, businesses, and other institutions operating in the neighborhood, but projects must be administered by neighborhood residents.
- Groups need not be formally recognized neighborhood associations.

What do we fund?

Physical improvement, public art, leadership training, or organizational capacity building projects and events. Up to 10% of funds may be used for design development of a proposed project.

- \$1,100 minimum project budget.
- Applicant groups must provide a 10% match in cash or in-kind labor or materials.
- Physical projects should improve or enhance public spaces in the neighborhood.
- All projects must have an explicit public benefit.



St. James Woods landscape improvements along East Moores Pike

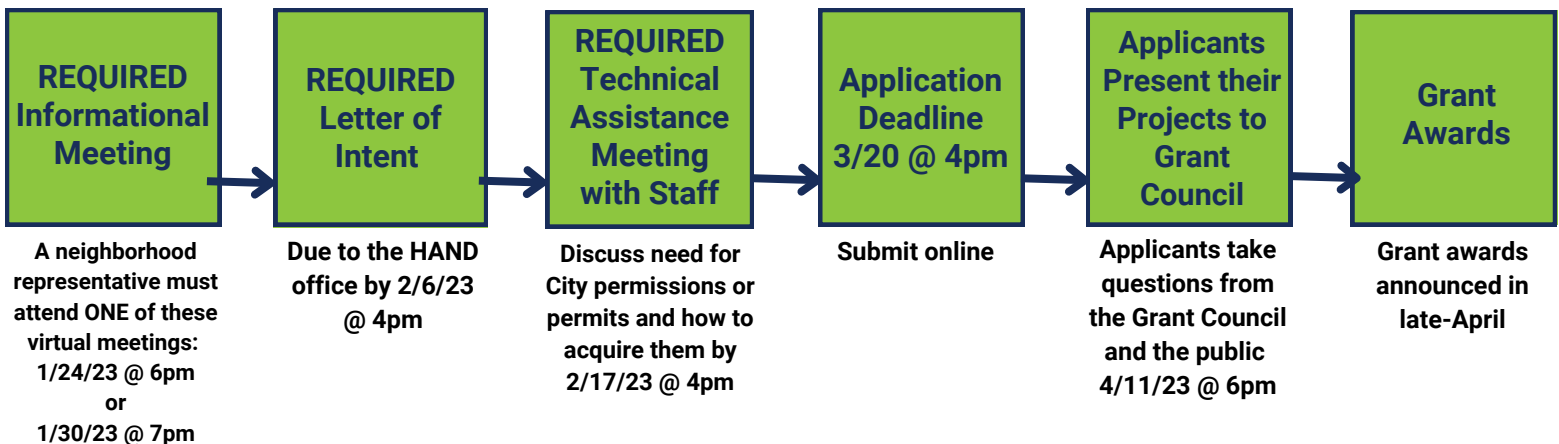


Prospect Hill headstone cleaning in Rose Hill Cemetery



Bryan Park historic brick sidewalks restoration

Application Process and Timeline



Contact HAND! The City of Bloomington is committed to helping interested groups work through program requirements. If you have questions, please contact Angela Van Rooy at 812-349-3505 or angela.vanrooy@bloomington.in.gov.





What are the grant terms and contract requirements?

- The City of Bloomington is committed to diversity, equity, and inclusion. As such, we require that any group applying for grant funding demonstrate that their organization upholds these values by submitting a completed and signed **Attestation of Neighborhood Inclusivity**.
- Projects should prioritize the use of recycled or sustainably-sourced materials. Landscaping should prioritize native plants. See **A Guide to the Regulated Terrestrial Plant Species of Indiana** and the **City of Bloomington Prohibited Plant Species** for lists of plants to avoid.
- Only one application per neighborhood will be accepted during a given grant cycle. Projects should be determined by consensus within the group.
- The total project cost must be a minimum of \$1,100 (minimum \$1,000 grant plus 10% (or \$100) neighborhood match).
- Time spent preparing and planning this grant application may not be counted towards your match. However, costs incurred for notification of adjacent property owners, legal notices, or applications for City permits are allowable.
- The neighborhood will identify a Neighborhood Project Coordinator. This individual will act as the primary contact person with HAND for purposes of facilitating every step of the grant process. The Neighborhood Project Coordinator must record volunteer hours, and will be responsible for collecting all volunteer waivers.
- The neighborhood will enter into a Funding Agreement stating the amount of the award, along with specification of activities to be performed. No expenditures will be allowed before finalization of the Funding Agreement, **which must take place on or before June 15, 2023. Failure to meet this deadline may result in forfeiture of awarded funds.**
- Projects must be completed and all invoices submitted to HAND by November 15, 2023. If the grantee encounters a problem, and is unable to complete the project by November 15, 2023, the Neighborhood Project Coordinator must contact the HAND office for an extension of time.
- All promotional pieces which receive any funding through this grant program must include the following mandatory grant identification statement: *"Funding provided in part through the City of Bloomington's Housing and Neighborhood Development Department Neighborhood Improvement Grant Program."*
- Certain projects may require HAND staff to be responsible for administering the project including a bidding process, contracting, and project management with neighborhood input. This will be determined at the Technical Assistance meeting.
- Projects shall be in conformance with all City codes, and must meet any and all regulations set forth by governing departments or agencies, including but not limited to, Public Works, Planning and Transportation, Engineering, Parks & Recreation, Economic and Sustainable Development, Housing and Neighborhood Development, historic district commissions, and the Americans with Disabilities Act (A.D.A.).
- **The City retains sole discretion in determining whether or not applications are eligible, and how proposed projects, programs and activities meet the program's guidelines and criteria.**

How do grantees receive the award and pay for expenses?

- The Neighborhood Improvement Grant works on a reimbursement basis, due to City policy requiring that goods and services to be delivered prior to payment.
- Vendors may be paid directly by the City (e.g. through an invoice). Alternatively, neighborhoods may purchase items or services and submit receipts for reimbursement.
- If a neighborhood chooses to make purchases and seek reimbursement, one individual should be designated to handle expenditures (e.g., the Neighborhood Project Coordinator, the neighborhood association treasurer, etc.). This individual will make purchases (ensuring that no sales tax is charged) and submit receipts to HAND for reimbursement. If your neighborhood group has funds available, the organization may pay for goods and services rather than an individual doing so. In this case, HAND will reimburse the organization.
- Any entity that will request reimbursement (individual, organization, or third party vendor) must complete and submit vendor documents, as required by the City Controller's Office. This step must be completed prior to the execution of the funding agreement between HAND and your neighborhood group. Upon approval of your grant application, HAND staff will provide guidance.
- If an individual or organization representative will be making grant-related purchases, they will be provided a grantee letter along with a copy of the City's tax exemption certificate. These should be used when making purchases, so as to avoid paying sales tax. *As a tax exempt organization, the City will not reimburse you for any sales tax you may pay, so be sure to produce the certificate at checkout.*
- All invoices and receipts for reimbursement must be sent to Angela Van Rooy at HAND, no later than November 15, 2023. These may be submitted electronically or in hardcopy form.
- Once received, there is an approximately three week timeframe for reimbursements. All payments from the City are made by electronic funds transfer (EFT) to the bank account specified on the vendor documents.





What are the reporting requirements?

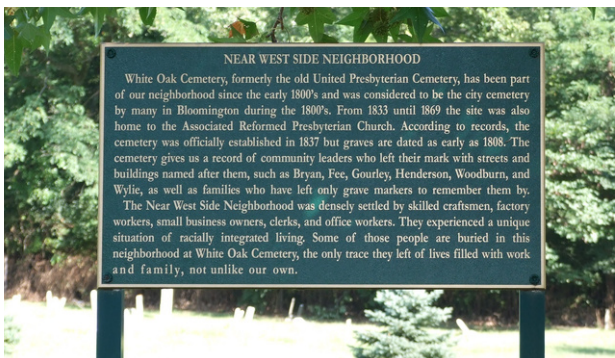
- Final Report - After completion of the project, each grantee must prepare a project evaluation and submit it to HAND within 30 days of project completion, but not later than December 15, 2023. Electronic submissions are preferred. The final report must include:
 - Project summary: Explain why you undertook this project. What worked, what didn't? What did you learn? How did the neighborhood benefit?
 - Expense report: List all expenses. Provide final total of the neighborhood match.
- Photographs - Grantees must provide at least three digital photographs of project activities with the final report. Please try to include photos from various phases of the project--we particularly love to see people working together. **The City reserves the right to use grant pictures for future promotion or publications.**
- Volunteer Hours and Waivers
 - Completed **Volunteer Hours Computation Sheet**.
 - Digital copies of all **Release, Hold-Harmless and Indemnification Agreements** signed and dated by each volunteer. If the volunteer is under the age of 18, a parent/guardian must sign the Agreement.

What types of expenses are not covered by grant funds?

- Routine maintenance, on-going operating expenses, replacement of existing items (unless it is a great enhancement over existing the item).
- Duplication of an existing public or private program.
- Enhancement or improvement of *private* property.
- Projects in conflict with existing City policy.
- Direct grants, scholarships loans, or stipends.
- Costs associated with preparing grant applications.
- *At city staff discretion, proposals that include capacity building initiatives may qualify to use up to 50% of grant award for facility rental, entertainment, and supplies, including but not limited to music, comedy, and other types of performances; games, prizes, etc. Capacity building could include things such as organizational skills building workshops, leadership training, and efforts to increase membership.*

Requirement to notify adjacent property owners.

- Proposals for physical improvements or art installations carry a requirement that the applicant organization notify all property owners within a 500-foot radius of the proposed project location.
- This procedure has been implemented to ensure proper notification of those whose property may be affected.
- This must be done as part of the *application* process
- Upon request, HAND staff will provide a map and a list of property owners to be notified.
- The required **Notice of Presentation** shall be sent by regular first class mail, and must be mailed on or before March 20, 2023 (application submission deadline). Grant funds may be used to cover the costs of copying, envelopes, and postage if the project is approved. Be sure to keep your receipts and include this as a line item in your budget.
- Proof that notice has been mailed shall be sufficient proof of notice under these rules, regardless of actual receipt.
- Proof of notice shall consist of submittal of the following items to the HAND Department:
 - A copy of the Notice of Presentation that was mailed to adjacent property owners.
 - A completed **Affidavit of Notice to Adjacent Property Owners**.
- These rules and procedures are not meant to substitute for neighborhood involvement in the creation and implementation of neighborhood projects, but are in addition to and specifically for interested parties that may be most directly affected.



Near West Side historical marker



Eastside strolling park along Hunter Ave

Contact HAND! The City of Bloomington is committed to helping interested groups work through program requirements. If you have questions, please contact Angela Van Rooy at 812-349-3505 or angela.vanrooy@bloomington.in.gov.



CITY OF BLOOMINGTON
HOUSING AND NEIGHBORHOOD DEVELOPMENT



Application Scoring Criteria

Using the following scoring criteria, the Neighborhood Improvement Grant Council will make recommendations to the Redevelopment Commission, who will determine which projects will be funded and for what amount. The Neighborhood Improvement Grant Council is a group made up of two City staff members (outside of HAND), one member of the Redevelopment Commission, and two representatives from Bloomington neighborhoods. The Council will review applications and preside over Neighborhood Presentations, during which applicant neighborhoods will present their projects and answer Councilors' questions.

Applicants should use these scoring criteria as a guide for preparing their applications. There are a total of 100 points possible.

1. Feasibility/Longevity/Project Readiness 0-35 points

High Score

- The project has a well-defined scope, timeline, goals, detailed steps and measurable outcomes and it will be completed by November 15, 2023.
- The applicant has secured all necessary permits/permissions from relevant City departments/boards/commissions.
- Physical projects are highly visible and accessible to the public and there is a realistic plan and budget for on-going maintenance.
- Public art is thoughtfully integrated into the project.
- The request is from a first time applicant.
- The neighborhood association or other relevant group approves of the project and supporting documentation is provided.
- The budget is well thought out and realistic and there is evidence of contributions from a broad representation of the neighborhood residents, businesses, and others.
- The project or activity involves a one-time expenditure.
- There are property-owner letters of support which permit the project to occur on their land/premise.
- The applicant has no previous grants currently in progress through this program.

Mid-Range Score

- The project has a well-defined scope, but the products may not be known at this point. Each step of the process is described.
- The applicant is in communication with relevant City departments/boards/commissions and understands the process, but has not yet secured the necessary permits/permissions.
- The proposal demonstrates a willingness to seek creative and workable solutions.
- Organizations from outside of the neighborhood provide a substantial portion of the contributions.
- The applicant has not yet contacted the property owner to explore support for the project to occur on their land/ premise.

Low Score

- The scope of the project and the final products are not clear. There is no clearly defined process, and no schedule for completion.
- The applicant has not contacted the City to determine whether permits/permissions are necessary.
- It is likely that additional funding will be required in the future to complete the project.
- The applicant has an incomplete project which was previously funded by this program.
- The property owner has not provided support for the project to occur on their land/premise.

2. Neighborhood Participation 0-25 points

High Score

- There is a well thought out plan for significant neighborhood involvement in all project phases.
- Participants will actively include people of varying ages, ethnicities, races, and incomes, as well as a mix of homeowners and renters.
- Residents will have the opportunity to take on leadership roles, develop new skills, and new leaders will emerge.
- The project will strengthen and/or build new partnerships with public/private entities or other community groups.
- There are letters of support, pledges of money and/or services, or other evidence of broad community support.

Mid-Range Score

- There is a general plan for neighborhood involvement for the duration of the project.
- The project attempts to address neighborhood issues, but there is no clear, ongoing commitment to implementation.
- There is evidence of support from some within the community.
- There are plans for an inclusionary process, but the specifics may not be known at this time.

Low Score

- There is no clear plan for neighborhood involvement.
- There is little demonstration of neighborhood commitment or evidence of community support.





3. Community Benefit 0-25 points

High Score

- The application is clear and specific on the issue(s) to be addressed and provides documentation of the problem(s).
- The proposal demonstrates a commitment to seek creative and workable solutions.
- The project will benefit a significant number of residents in the neighborhood as well as the larger community.
- The project will improve the health, safety, or quality of life of residents; reduce potential property damage; provide a facility commonly found in other neighborhoods; **develop leadership skills of neighborhood residents; or build neighborhood organizational capacity.**

Mid-Range Score

- The application states the issue(s) to be addressed, but there is limited documentation as to the extent of the problem.
- The possible outcome will have benefit in localized portions of the neighborhood.

Low Score

- The application is not clear on the issue(s).
- There will be very limited benefit to the neighborhood.

4. Neighborhood Match 0-15 points

High Score

- There are pledges of money, materials, and/or services from the neighborhood association/HOA, neighborhood residents, community partners, and/or local businesses.
- The total neighborhood match (cash, in-kind material donations, in-kind labor @ \$20/hour) exceeds the 10% minimum requirement.
- Neighborhood residents have pledged volunteer hours to fulfill specific roles/jobs directly related to the proposed project.
- Documentation of all pledges is provided (e.g., volunteer hours, commitment letters, bank statements, etc.).

Mid-Range Score

- Contributions from the neighborhood are proposed, but pledges are not secured at the time of application.
- Opportunities for in-kind volunteer labor are not directly related to the proposed project.

Low Score

- There is no documentation of neighborhood resources.



Arden Place neighborhood entrance sign



Maple Heights neighborhood sign





2023 Neighborhood Improvement Grant Guidelines



Online grant application form can be found at bton.in/Z-phi or scan the QR code.



While electronic submission is preferred, please contact HAND if you require a paper application.

Detailed application instructions

Please use the Application Scoring Criteria to guide your responses as you prepare your application. Items in **BOLD** refer to specific required documents that can be downloaded from the Neighborhood Improvement Grant webpage: bton.in/r8aZO.

A) Project Proposal

- Describe the project and the rationale for undertaking it, include timeline, tasks, outcomes or products, responsible parties, project completion date, and plans for ongoing maintenance. 500 words or less.
- Attachments A -- Upload supporting documents:
 - Letter of support from your neighborhood organization.
 - Letter(s) of support from any partnering organizations (e.g., schools, churches, businesses).
 - **Project Work Plan**
 - Permit or letter of approval from applicable City department, board, or commission OR evidence that these are being sought.
 - Maps, site plans, design drawings, photo examples, as appropriate.
 - Letter from property owner granting permission for project to occur on their land/premises.
 - List of previous funding from HAND, including year, grant program, project description, dollar amount awarded, and project status.

B) Neighborhood Participation

- Describe neighborhood involvement in all phases of the proposed project. Who is involved? What sectors of the community do they represent? How did you conduct outreach? How did your group come to a consensus on the proposed project?
- Attachments B -- Upload supporting documents:
 - **Volunteer Hours Computation Sheet**
 - **Notice of Presentation**
 - **Affidavit of Notice to Adjacent Property Owners**
 - **Attestation of Neighborhood Inclusivity**

C) Community Benefit

- Explain how the project solves a specific problem/issue or fulfills a neighborhood need and why your proposed project is the best solution. Describe how the project will benefit your residents, as well as other members of the community and/or area organizations.

D) Budget and Neighborhood Match

- Provide a summary and explanation of the figures provided in your Grant Budget Template, including how you arrived at your figures for materials and services to be purchased. Please provide the name, address, phone, and email address/website for each vendor with whom you plan to do business. Explain how you arrived at your figures for in-kind labor (e.g., 10 volunteers working 10 hours each at an in-kind value of \$20 per hour = \$2,000).
- Attachments D -- Upload supporting documents:
 - **Neighborhood Improvement Grant Budget Template**
 - Itemized quotes from businesses who will provide necessary products or services.
 - Letters from individuals or organizations (on letterhead) pledging specific donations. If donations are in-kind (e.g. donated materials or professional services), please include the donation's retail value.
 - Bank statements from your neighborhood group demonstrating cash on-hand (only needed if your group plans to use cash as a portion of your neighborhood match).
 - Signed **Volunteer Pledge Form** from each volunteer, indicating the number of hours pledged to the project. Application preparation may NOT be counted towards the neighborhood match portion of your budget.

Additional resources

Links to these additional resources can be found on the Neighborhood Improvement Grant webpage: bton.in/r8aZO.

- Vendor documents for Office of the Controller
- Waiver, Release, and Hold-Harmless Agreement
- Neighborhood Services 2023 calendar
- A Guide to the Regulated Terrestrial Invasive Plant Species of Indiana
- City of Bloomington Prohibited Plant Species

Contact HAND! The City of Bloomington is committed to helping interested groups work through program requirements. If you have questions, please contact Angela Van Rooy at 812-349-3505 or angela.vanrooy@bloomington.in.gov.



CITY OF BLOOMINGTON
HOUSING AND NEIGHBORHOOD DEVELOPMENT



City of Bloomington Policy and Procedures on Private Art Installations within the Public Right of Way

The City of Bloomington’s Policy and Procedures on Private Art Installations within the Public Right of Way (“Policy”) authorizes private Art Installations in the public right of way that comply with this document and are approved through one of two City programs: (1) the Neighborhood Improvement Grant Program or (2) a Special Event Application.

This Policy is designed to reduce the risks to public safety and burden on public resources that private Art Installations within the right of way may impose while simultaneously recognizing the importance of private as well as public art to Bloomington’s culture, community, and economy.

- I. Definitions. The following definitions shall apply throughout this policy.
 - A. Temporary Art. Art expected to remain in place within the public right of way for seven (7) or fewer days.
 - B. Semi-Permanent Art or Permanent Art. Art expected to remain in place within the public right of way for more than seven (7) days.
 - C. Art Installation. Temporary, Semi-Permanent, or Permanent Art that consists of a physical alteration of the right of way, such as a painting, mural, or sculpture and that is not Performative Art.
 - D. Street Painting or Street Mural. Art involving the placement of paint or a similar material within the area where vehicles drive or park, commonly understood to be the space “between the curbs.”
 - E. Performative Art. A time-based art form that is an ephemeral event featuring a live presentation to an audience, drawing on such arts as acting, poetry, music, or dance, and that does not involve the creation of an artifact (such as a painting or sculpture) that physically alters the right of way beyond the time of the live performance.

- F. Speech. Words, letters, numbers, universally recognized symbols, or logos of any kind.
- II. Performative Art. This policy does not apply to Performative Art.¹
- III. Criteria Applicable to All Private Art Installations. The following criteria are applicable to any private Art Installation proposed within Bloomington's right of way, whether the Art Installation is Temporary Art, Semi-Permanent Art, or Permanent Art.
- A. Requests must be submitted to the appropriate City Department(s) and/or Board(s) or Commission(s), as required by the selected program application identified in Section VI below. Staff shall provide a recommendation on the request to the appropriate Board(s) or Commission(s) based on the request's compliance with this Policy and any other applicable laws, rules, or City of Bloomington policies.
 - B. Art Installations may not use or incorporate copyrighted material in whole or part where the copyright is not owned by the artist.
 - C. Art Installations may not mimic in whole or part traffic control devices including but not limited to a crosswalk, stop sign, stop bar, or similar traffic control device. Art Installation geometry should be such that drivers do not alter their course to drive around the art.
 - D. Art Installations may not depict activities, materials, images, or products that are not legally available to all ages.
- IV. Additional Criteria Applicable to Semi-Permanent Art Installations or Permanent Art Installations.
- A. Applications for approval of a Semi-Permanent or Permanent Art Installation within the right of way must include the following:
 - 1. An accurate depiction of the design to scale;
 - 2. Dimensions;
 - 3. A map of proposed location of the design; and
 - 4. The name and qualifications of the artist.

¹ Though this Policy does not apply to Performative Art taking place within the right of way, other municipal policies or ordinances may apply that impact Performative Art within the right of way, including but not limited to the City's parade ordinance or special event application process.

- B. Semi-Permanent Art Installations or Permanent Art Installations may not contain Speech.
- V. Additional Criteria Applicable to Street Paintings or Street Murals. Because paintings and murals within the street create a heightened probability of conflicts with traffic control devices and driver distraction, the following additional criteria apply to all paintings or murals proposed for street surfaces, whether as Temporary, Semi-Permanent, or Permanent Art Installations.
- A. Applications for approval of a Street Painting or Street Mural within the right of way must include the following:
 - 1. An accurate depiction of the design to scale;
 - 2. Dimensions;
 - 3. A map of proposed location of the design; and
 - 4. The name and qualifications of the artist.
 - B. Street paintings and street murals may only be placed on streets with a local or secondary collector functional classification under the City's Transportation Plan, where regulatory speed limits do not exceed 25 miles per hour.
 - C. Street paintings and street murals may only be placed on pavement in adequate condition for materials to bond.
 - D. Street paintings and street murals are not permitted on brick, paver, or other decorative surface materials (e.g., colored or stamped concrete). Street paintings and street murals are only permitted on standard non-decorative concrete or asphalt.
 - E. A buffer of four feet must remain between street paintings and street murals and any crosswalk.
 - F. Within an intersection, street paintings and street murals are only allowed where the intersection utilizes all-way stop control, unless the painting or mural is located on an apron.
 - G. Street paintings and street murals may not be painted on the side or top of any curb or any curb ramp.
 - H. Materials used must be approved by the City's Engineering Department.

- I. Any paint or similar material utilized as part of any street painting or street mural must provide a non-slip surface for pedestrians and must be street-grade.
- VI. Programs. Individuals and external organizations seeking to place private Art Installations within the public right of way must apply pursuant to one of the programs listed below and follow the procedures associated with the program, which are linked and attached hereto for reference. Requests to place an Art Installation in the City’s right of way using a program or procedure other than those listed below will not be considered.
- A. Neighborhood Improvement Grant Program
 1. Applications for Art Installations within the right of way pursuant to the Neighborhood Improvement Grant Programs must comply with Program guidelines, the criteria set forth in this Policy, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.
 2. Neighborhood Improvement Grant Program guidelines may be accessed [here](#)² and are attached for reference.
 - B. Special Event Permit
 1. A special event application may be submitted for permission to conduct an event during which an Art Installation will be placed in the public right of way. The proposed Art Installation must comply with the criteria set forth in this policy, the requirements set forth in the special event permit application, and any additional logistical or safety conditions imposed by the Board of Public Works as part of its approval.
 2. A special event application may be accessed [here](#)³ and is attached for reference.

² <https://bloomington.in.gov/neighborhoods/grants/improvement>

³ <https://bloomington.in.gov/departments/esd>

23-07
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF CONTRACT WITH KOORSEN FIRE & SECURITY TO DRAIN WATER
FROM 714 S ROGERS STREET**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns property as part of the Hopewell redevelopment project located at 714 S. Rogers Street (“Property”)
- WHEREAS, the Property is currently unoccupied and to protect the building, needs to have the fire suppression system checked and have water drained from the building’s pipes (“Services”); and
- WHEREAS, Staff identified Koorsen Fire & Security, Inc. (“Koorsen”) as the best provider of the Services; and
- WHEREAS, Staff has negotiated an Agreement with Koorsen, which is attached to this Resolution as Exhibit A; and
- WHEREAS, pursuant to the terms of Exhibit A, Koorsen is willing to perform the Services at the Property for an amount not to exceed Five Thousand Eight Hundred Sixty-Three Dollars (\$5,863.00); and
- WHEREAS, the RDC has available funds in its maintenance account also known as the “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 hereby approves the Agreement attached to this Resolution as Exhibit A with Koorsen for the Services.
2. The RDC hereby approves payment not to exceed Five Thousand Eight Hundred Sixty-Three Dollars (\$5,863.00) to be paid from its maintenance fund (Account Number 444-15-150000-53990) for the monitoring of the system to be payable in accordance with the terms of Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City and the RDC’s claims process.
3. The funding authorizations contained in this Resolution shall terminate on April 30, 2023, 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
KOORSEN FIRE & SECURITY, INC.
FOR
HOPEWELL BUILDINGS**

This Agreement, entered into on this ____ day of December, 2022, by and between the City of Bloomington Redevelopment Commission (the “RDC”), and Koorsen Fire & Security, Inc. (“Consultant”),

WITNESSETH:

WHEREAS, the RDC wishes to contract with Consultant to provide services for the property it owns in the Hopewell Neighborhood south of 1st Street, specifically to drain water from lines and set up a fire suppression system; and

WHEREAS, the RDC requires the services of a professional consultant in order to perform the services specified in Exhibit A (the “Services” as further defined below);

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

WHEREAS, Consultant 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

Consultant shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Consultant 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.

In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the RDC as may be requested and desirable, including primary coordination with J.D. Boruff as the RDC’s Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the RDC pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the RDC.

Article 2. Standard of Care

Consultant 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 Consultant’s work in meeting the Standard of Care; however, the RDC shall not unreasonably withhold its approval as to the adequacy of Consultant’s performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant 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 Consultant

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 Consultant for all fees and expenses in an amount not to exceed Five Thousand Eight Hundred Sixty-Three Dollars (\$5,863.00) for the Services. The Consultant shall submit an invoice to the RDC upon the completion of the Services described in Article 1. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. The invoice shall be sent to:

John Zody
City of Bloomington Redevelopment Commission
401 N. Morton, Suite 130
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

If applicable, Consultant shall perform the Services according to the schedule set forth in Exhibit A, attached hereto and incorporated herein by reference. The time limits established by this schedule 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 Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the RDC and the RDC shall pay the Consultant 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 Consultant'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 Consultant in connection with this Agreement shall become the property of the RDC, as set forth in Article 10 herein.

Article 8. Identity of the Consultant

Consultant acknowledges that one of the primary reasons for its selection by the RDC to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant 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 Consultant's personnel or proposed outside professional sub-consultants, and the RDC reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the RDC has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, RDC cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the RDC or others on modifications or extensions of this project or on any other project. The RDC may elect to reuse such documents; however any reuse or modification without prior written authorization of Consultant will be at the RDC's sole risk and without liability or legal exposure to Consultant. The RDC shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. Ownership of Documents and Intellectual Property

All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the RDC as part of the Services shall become the property of the RDC. Consultant 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 Consultant.

Article 12. Independent Contractor Status

During the entire term of this Agreement, Consultant 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. Consultant 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 13. Indemnification

Consultant 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 Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 14. Insurance

During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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

d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

Consultant 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 Consultant may be held responsible for payment of damages resulting from Consultant’s provision of the Services or its operations under this Agreement. If Consultant 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 15. Conflict of Interest

Consultant 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. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. 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 17. 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 18. Assignment

Neither the RDC nor the Consultant 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 19. Third Party Rights

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

Article 20. 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 21. Non-Discrimination

Consultant 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 22. Compliance with Laws

In performing the Services under this Agreement, Consultant 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, Consultant 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 23. E-Verify

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

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant 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 Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

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

Article 24. Notices

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

RDC:

Consultant:

City of Bloomington	Koorsen Fire and Security
Attn: John Zody	Attn: Luke Hanley
401 N. Morton, Suite 130	1131 Air Drive
Bloomington, Indiana 47402	Bloomington, Indiana 47404

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

Article 25. Intent to be Bound

The RDC and Consultant 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 26. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the RDC 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. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 27. Non-Collusion

Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, 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. Consultant shall sign an affidavit, attached hereto as Exhibit C, affirming that Consultant 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 RDC

KOORSEN FIRE AND SECURITY

John Zody, HAND Director

Signature

Printed Name, Title

EXHIBIT A

Scope of Work and Incorporated Terms and Conditions

[Page intentionally left blank]



DATE: December 13, 2022
TO: JD Boruff
City of Bloomington Public Works
FROM: Luke Hanley
Koorsen Fire & Security
317-542-1800
SUBJECT: City of Bloomington Public Works

The following is our proposal for the above project. Please let me know if you have any questions.

Scope of Work:

Koorsen Fire & Security to provide a "Not to Exceed" price for labor and material to replace the 2 1/2"x2 1/2" x 6" FDC with a 5" x 4" Storz Swivel FDC. Price includes 6" galvanized pipe, new Storz FDC and fittings to bring the new FDC height up to 36" above grade.

The existing FDC has a sleeve around the pipe and KFS might not be able to hold back pipe while unscrewing the FDC top. If the FDC top does not unscrew without the pipe turning, then KFS will hand dig down below grade and try to hold back pipe while unscrewing.

If unsuccessful, KFS will stop work and only charge for the time involved. KFS will provide a separate quote for an excavator to be used to and labor to complete the FDC replacement.

Please see pricing breakdown below:

Scope continued:

- Any State or local plan review fees or permits required for the installation or approval of the system is not included.
- The supply of bid or performance bonds is not included. These are available at an additional cost upon request.
- The submittal of any required drawings, correspondence, or submittals to any State, Insurer or Authority Having Jurisdiction is not included. If desired, Koorsen Fire & Security can provide these services for an additional fee.
- No retainage shall be held.
- A scissor or boom lift is not included.
- Any Fire Watch that this project may require is not included.
- We will perform our scope of work during normal working hours, Monday through Friday, 8:00 AM to 5:00 PM. Any work required to be performed at other than normal working hours will be invoiced accordingly.
- A one (1) year warranty shall be provided for labor and material only on areas serviced by Koorsen Fire & Security.

Offering complete Design, Installation, and Service since 1946

Fire Alarm
Security and Fire Monitoring
CCTV- Video Surveillance
Card Access

Sprinkler Systems (Backflow/Hydrants/Fire Pumps)
Restaurant & Industrial Fire Suppression
Clean Agent & Special Hazards Fire Suppression
Complete Installation, Inspection & Maintenance

Exit/Emergency Lighting
Fire Extinguishers
Intercom, Sound, Data, MATV
Nurse Call

- The data contained in this proposal has been submitted in confidence. Customer will not disclose or permit disclosure of any information in this document without the prior written consent of Koorsen Fire & Security or use or permit the use of such information or data to compete with Koorsen Fire & Security in any manner.
- This proposal may be withdrawn by Koorsen Fire & Security if not accepted within 60 days of the above date.
- We have designed this system to the best of our ability and our interpretation of applicable codes. However, if the AHJ requires any additional devices, these will be a change order and extra cost.
- Customer to provide adequate access to the system control valves.
- Price based on all control valves shutting properly. Any delay performing the described due to existing faulty equipment, the customer will be billed accordingly.
- Customer to move any equipment, material, supplies, stock or anything that may be damaged by water or physical damage.
- Any additions or modifications to the hazard area(s) after installation commences will require a change order and will be billed separately.

Pricing: The total cost for NTE and labor will be.....\$2,869.00
 Material cost will be (Storz FDC and 6" galvanized fittings)..\$2,994.00
 Total cost.....\$ 5,863.00

This includes a ONE (1) year labor and ONE (1) year parts warranty.

Koorsen Fire & Security will bill, upon credit approval, progressively on a monthly basis until the project is complete. A mobilization deposit of up to 50% may be required prior to the job starting. After which, the job will be progressively billed monthly until job completion.

This Agreement price is calculated based on the current prices for component materials. Koorsen Fire and Security agrees to utilize a best effort to obtain materials from suppliers. However, should there be an increase in the prices of specified materials through no fault of Koorsen Fire and Security that are purchased after execution of the Agreement for use in the scope of work; the price of the Agreement shall be adjusted accordingly. Adjustments shall require written notice by Koorsen Fire and Security to the Customer, and Customer agrees to pay the adjusted price to Koorsen Fire and Security.

Offering complete Design, Installation, and Service since 1946

Fire Alarm
Security and Fire Monitoring
CCTV- Video Surveillance
Card Access

Sprinkler Systems (Backflow/Hydrants/Fire Pumps)
Restaurant & Industrial Fire Suppression
Clean Agent & Special Hazards Fire Suppression
Complete Installation, Inspection & Maintenance

Exit/Emergency Lighting
Fire Extinguishers
Intercom, Sound, Data, MATV
Nurse Call

Koorsen Fire & Security Profile:

Koorsen Fire & Security, founded in 1946, is a recognized leader in low voltage systems contracting. Our products can be found working everywhere, from high-rise buildings to the corner retail store, throughout the United States. For over 60 years, we have earned the confidence of architects, engineers, owners and contractors. Clients vary widely to include virtually every type of industrial, commercial, and institutional facility.

Koorsen has been installing low voltage electronic and suppression systems throughout the United States since 1946. Since we are a privately held distributor/contractor that is not controlled by a single manufacturer or supplier, it enables us to offer our customers a variety of products, services and suppliers. We constantly review these manufacturers and suppliers in order to provide our customers the best possible equipment to meet their needs.

Our people are our strongest resource; the quality of our products is a close second. Combining the two ensures our clients the maximum return on their product dollar. Koorsen Fire & Security wants to help you complete your integrated systems goals, on time and under budget.

Offering complete Design, Installation, and Service since 1946

Fire Alarm
Security and Fire Monitoring
CCTV- Video Surveillance
Card Access

Sprinkler Systems (Backflow/Hydrants/Fire Pumps)
Restaurant & Industrial Fire Suppression
Clean Agent & Special Hazards Fire Suppression
Complete Installation, Inspection & Maintenance

Exit/Emergency Lighting
Fire Extinguishers
Intercom, Sound, Data, MATV
Nurse Call

KOORSEN FIRE & SECURITY TERMS AND CONDITIONS

1. **AGREEMENT.** Prices per this quotation are in effect for 30 days from the date of this quote. This Agreement shall become effective upon the execution by Customer and acceptance and execution of this Agreement by a duly authorized representative of Koorsen Fire & Security. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement, understanding or order between the parties. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with the terms contained in this Agreement or add any new terms to this Agreement, such new terms or different terms shall be of no force or effect. No modification or waiver of the terms of this Agreement shall be binding unless made in writing and signed by both parties. This Agreement is made and entered into in the State of Indiana and shall be in all respects governed by and construed in accordance with the laws of the United States and the State of Indiana as if entirely performed in Indiana and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. This Agreement may not be assigned by Customer directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of KFS, which consent may be withheld by KFS, in its sole discretion, for any reason or no reason.
2. **SALE OF INSTALLATION AND/OR EQUIPMENT.** KFS shall sell to Customer and the Customer shall purchase from the KFS the installation ("System") and/or equipment ("Equipment") identified on the front of this Agreement. All shipments, unless otherwise specified, are quoted F.O.B. origin and may be subject to additional "hazardous material" charges or other special shipping and handling fees.
3. **PURCHASE PRICE AND PAYMENT.** Customer agrees to pay KFS the purchase price for the Equipment and/or Services set forth on the proposal or as otherwise set forth on the KFS's invoice. All charges shall be paid "NET 25 DAYS" from the date of invoice, unless otherwise specified on the invoice. A convenience fee of 3%, of the invoice amount will be charged for payments by credit card. Payments by check, cash, ACH, wire transfers or echecks are not subject to the convenience fee. If KFS retains a collection agency, legal counsel, or incurs any out-of-pocket expenses to collect overdue payments, all such collection costs shall be paid by Customer. Customer acknowledges that, other than KFS's completion of installation of a System, payment to KFS is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
4. **ALLOCATION OF RISK OF LOSS.** Any risk of loss associated with the Equipment remains with KFS until the goods arrive at the place of delivery. After the goods arrive at the place of delivery, the risk shall be exclusively that of the Customer. The risk of loss remains with the Customer, even regarding Equipment that is subsequently returned to KFS, until receipt by KFS.
5. **JOBSITE, APPROVAL AND PERMITS.** Unless otherwise specified, Customer shall provide, at Customer's expense, all approvals and permits required by applicable law. Customer will make premises available without interruption during KFS normal working hours, 8:00 A.M. to 4:45 P.M., exclusive of Saturdays, Sundays, and holidays. Customer understands that the installation will necessitate drilling into various parts of the premises. KFS intends, generally, to conceal wiring in the finished areas of the premises, however, there may be areas in which due to construction, decoration, or furnishing of the premises, KFS determines, in its sole discretion, that it would be impractical to conceal the wiring and in such cases, wire will be exposed. Customer agrees to provide 110 AC electrical outlets at designated locations for equipment requiring AC power. Customer agrees to provide for lifting and replacing carpeting, if required, for installation of floor mats or wiring. Customer has the authority to engage KFS to carry out the installation in the premises. The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense. Customer will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the system. Customer has the affirmative duty to inform KFS, prior to beginning of installation, of every location at the premises where KFS' employees or agents should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, KFS will cease work until Customer, at its sole expense, obtains clearance from a licensed asbestos removal or hazardous material contractor and that continuation of work will not pose any danger to KFS personnel. In no case shall KFS be liable for discovery or exposure of hidden asbestos or other hazardous material, and Customer shall indemnify and hold KFS and its employees harmless from any claims brought against KFS and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective, allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from Customer's premises.
6. **GRANT OF SECURITY INTEREST.** Customer, on behalf of the owner and Customer, grants to KFS a security interest in the System or Equipment to secure payment of the purchase price and grants to KFS an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of KFS, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. KFS shall have all of the rights of a secured creditor under the Uniform Commercial Code including the right to enter Customer's premises and to disable or remove the System and equipment, or both.
7. **LIMITED WARRANTY-** *Unless otherwise stated, any part of the system, including the wiring, installed under this Agreement which proves to be defective material within one (1) year of the date of completion of installation will be repaired or replaced at KFS' option with a new or functionally operative part. Labor required to repair or replace such defective components or to make mechanical adjustments to the system will be free of charge for a period of one (1) year following the completion of the original installation. This warranty is extended only to the original consumer purchaser of the system and may be enforced only by such person. To obtain service under this warranty, call or write our local KFS Service Department at the telephone number or address found in your local yellow pages. This warranty is void if the system is inspected, tested, or serviced by anyone other than Koorsen Fire & Security during the warranty period. THE ABOVE LIMITED WARRANTY IS IN LIEU OF ALL OTHER EXPRESSED WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF, AND KFS DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE*
8. **BREACH BY KFS.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against KFS for KFS's alleged breach of this Agreement or violation of any federal or state law now in effect or hereafter enacted with respect to any obligation or duty incurred under this Agreement by KFS, unless: (i) Customer notifies KFS in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided KFS does not remedy or correct the breach or violation within sixty (60) days from the receipt of the notice; and (ii) such action at law or in equity is commenced by Customer within one (1) year from the finished date of the installation of the System.
9. **LIMITATION OF LIABILITY.** THE AMOUNTS PAYABLE TO KFS HEREIN UNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF KFS TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE CUSTOMER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF KFS AND AGREES THAT KFS SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES, OR CONSEQUENCES THEREFROM WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT. IF KFS

SHOULD BE FOUND LIABLE FROM LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$500.00, WHICHEVER IS GREATER, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF KFS, ITS AGENTS OR EMPLOYEES. FOR REPAIR, TESTING, OR INSTALLATION OF ANY SPRINKLER SYSTEM AND ITS PARTS, IT IS CUSTOMER'S RESPONSIBILITY TO SHOW KFS ALL DRAIN VALVES, INCLUDING THOSE HIDDEN ABOVE THE CEILING OR IN A WALL. KFS WILL NOT BE RESPONSIBLE FOR WATER DAMAGE CAUSED FROM ANY UNDISCLOSED DRAIN VALVE, WHETHER OR NOT IT WAS KNOWN TO CUSTOMER.

10. **INDEMNIFICATION.** Customer indemnifies KFS, holds KFS harmless, and agrees to defend KFS from and against any and all lawsuits, proceedings (including, without limitation, civil, criminal, administrative and investigative proceedings, whether threatened, pending or completed), claims demands, losses, damages (including, without limitation, indirect, direct, special and consequential damages and insurance deductibles), actions, liabilities (including without limitation, strict liability and joint and several liability), costs and expenses (including, without limitation, fines, penalties and the reasonable costs of investigation, court costs, costs of arbitration, costs of appeal, and reasonable attorneys' fees) (collectively referred to as "Damages") arising out of or relating to, directly or indirectly: a breach of the Agreement by Customer; or the action or inaction of KFS in the performance of the installation of the System; provided that this provision shall not apply to Damages arising out of or relating to the recklessness or willful misconduct of KFS, when deemed by a court of competent jurisdiction to have materially and directly contributed to the Damages. As used in this paragraph, the term "KFS" shall include KFS's employees, agents, representatives, shareholders, officers, directors and subcontractors, at any level, and the subcontractor's representatives, agents, employees, shareholders, officers and directors. This provision shall survive completion of the work and the termination of the Agreement, for any reason.
11. **INSURANCE.** IT IS UNDERSTOOD THAT KFS IS NOT AN INSURER, THAT IT SHALL SPECIFICALLY BE THE OBLIGATION OF CUSTOMER TO PURCHASE ANY INSURANCE WHICH CUSTOMER DESIRES TO PROTECT ITSELF FROM LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT.
12. **SUBROGATION.** Each party waives rights of subrogation against the other party to the extent of their respective first party insurance coverages, for any and all losses suffered by either party, whether or not caused by the negligence of the Customer or KFS or those for whom they are responsible; provided that this release shall be in force and effect only with respect to loss or damage occurring during the time each parties' insurance policies contain a clause to the effect that this release shall not affect said policies or the right of the insured to recover.

13. **CONSENT TO VENUE.** Customer consents to the exclusive jurisdiction and venue of Courts of the State of Indiana and Marion County with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. Mail at the address on the front of this Agreement.
14. **USE OF DESIGNS AND DATA.** Any knowledge or information, including drawings and data, which KFS shall have disclosed or may hereafter disclose to Customer, incident to installation of the System, shall be deemed to be KFS's confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information and shall not disclose to any other person, or use, such information. KFS does not grant to Customer any reproduction rights or any rights to use such information.
15. **SERVICES NOT INCLUDED.**
 - A. When a labor price is submitted, it is based on all work being performed during a five (5) day forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 4:45 p.m., Monday through Friday, except holidays.
 - B. Unless otherwise specifically provided in the Proposal, Customer agrees to do all necessary patching of masonry work, painting, carpentry work and the like.
 - C. If applicable, Customer shall also provide a wiring, conduit and labor to connect the provided pressure switches to an equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.
 - D. If applicable, Customer shall also provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc, upon actuation of any provided pressure release trip device. Unless specifically indicated in the Proposal, services do not include costs for any discharge or concentration tests required by approval authorities.
 - E. No provision to exhaust any discharged agent is included in this Proposal.
 - F. Should an employee of KFS be required to attend a "right to know" session at Customer's location, a surcharge will be added to the final invoice.
 - G. THIS PROPOSAL/ESTIMATE IS BASED ON NON-UNION WAGES. IF KFS IS REQUIRED TO PAY DIFFERENT WAGES, SUCH AS PREVAILING WAGES UNDER THE GUIDELINES OF THE US DEPT. OF LABOR, FOR ANY PORTION OF THIS WORK, KFS RESERVES THE RIGHT TO REPRICE ACCORDINGLY.
16. **MECHANICS' LIEN NOTICE.** Where KFS is a subcontractor, the Customer acknowledges, agrees and personally accepts service of this Agreement on behalf of the owner of the real property at which the System is to be installed and understands KFS's intention to file a Mechanic's Lien if and when KFS is not paid. The subcontractor is KFS, and the contractor is the Customer, and the amount claimed will be the balance due under this Agreement and any amendments or change orders as of the date of filing a Mechanic's Lien claim. Customer agrees to promptly notify the owner of the premises on which work is to be performed of this Mechanics' Lien Notice.

Acceptance	For Customer	For Koorsen Fire & Security
Date:		
Printed Name:		
Signature:		
PO Number:		
Company Name:		Koorsen Fire & Security
Address:		
City, State, ZIP:		

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 Koorsen Fire & Security, 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 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.

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

**23-08
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 the Trades District Garage, the RDC desires to have a landscaping firm perform regular maintenance for 2023 (“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 Thousand Dollars (\$40,000.00); 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 Thousand Dollars (\$40,000.00).
3. The funding authorization contained in this Resolution shall terminate on December 31, 2023, 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 January, 2023, 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, 2023, 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 Thousand Dollars (\$40,000.00). 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, 2023, 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: Zachary R. Young
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

Zachary R. Young

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 2023, replant the twenty-five planter pots, once in spring, once in summer, and once in fall (3 rotations) with appropriate seasonal color plantings.

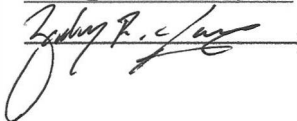
10. Irrigation System

- 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	\$924.00	/visit	16	\$14,784.00
2	Chemical Weed Control	\$798.60	/visit	ITEMIZED SERVICE	
3	Mulching	\$6,600.00	/visit	1	\$6,600.00
4	Edging	\$352.00	/visit	1	\$352.00
5	Fall Pruning	\$330.00	/visit	1	\$330.00
6	Spring Pruning Grasses	\$554.40	/visit	1	\$554.40
7	Watering	\$42.00	/hour	ITEMIZED SERVICE	
8	Fall Clean-Up	\$1,108.80	/visit	1	\$1,108.80
10	Seasonal Plantings	\$2,062.50	/season	3	\$6,187.50
11	Irrigation System O&M	\$55.00	/hour	ITEMIZED SERVICE	
12	Backflow Testing	\$95.00	/visit	1	\$95.00

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	\$95.00	/visit	16	\$1,520.00
2	Chemical Weed Control	\$65.00	/visit	ITEMIZED SERVICE	
3	Mulching	\$1,205.00	/visit	1	\$1,325.50
4	Edging	\$352.00	/visit	1	\$352.00
5	Spring/Fall Pruning	\$150.00	/visit	2	\$300.00
6	Spring Pruning Grasses	N/A	/visit		
7	Watering	\$50.00	/hour	ITEMIZED SERVICE	
8	Fall Clean-Up	\$415.80	/visit	1	\$415.80
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 _____, 2023.

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

EXHIBIT C

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 _____ day of _____, 2023.

Nature’s Way, Inc.

By: _____

STATE OF _____)
) 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 _____, 2023.

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

**23-09
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

APPROVAL OF ADDITIONAL FUNDS FOR EMERGENCY HOME REPAIR AT 1423 W 8th STREET

- WHEREAS, the City of Bloomington Redevelopment Commission may approve additional funds for the Department of Housing and Neighborhood Development’s Emergency Home Repair Grant (“Grant Project”), a program under the City’s Community Development Block Grant (“CDBG”); and
- WHEREAS, funding limits under the Emergency Home Repair grants are typically not to exceed \$10,00.00; and
- WHEREAS, bids were received for repairs to 1423 W. 8th Street (“Property”), and a breakdown of the best bid for the services is attached to this Resolution as Exhibit A; and
- WHEREAS, City staff is requesting additional funds from the CDBG funds totaling an amount not to exceed \$11,000.00 (\$10,000 + additional \$1,000) for the remaining amount for the repairs to the Property;

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

1. The RDC reaffirms its support of the Grant Project, and reiterates that it serves the public’s best interests.
2. The RDC hereby approves the additional funds from the Community Development Block Grant to pay for the repairs in a total amount not to exceed \$11,000.00.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date: _____

Breakdown of Costs

1423 W 8th

France Deloney/812-606-9694

Contractor: H F I Mechanical

Total Cost of Furnace Cleaning, Inspection and Carbon Monoxide:	\$230.00
Cost to provide drain camera, clear drains and inspect drain lines:	<u>\$1,800.00</u>
Total of Contract:	\$2,030.00
Contract written to not exceed \$4,000.00	
Amount Billed for Furnace Cleaning, Inspection and Carbon Monoxide Test:	\$230.00
Total amount remaining on contract:	\$1,800.00
Amount remaining with not to exceed amount of \$4,000.00	\$3,770.00
This is a Emergency Home Repair with a lifetime limit of:	\$20,000.00
Total of 1 st Contract:	\$2,030.00
Not to exceed Limit on 1 st Contract:	\$4,000.00
Amount remaining on 1 st not to Exceed:	\$1,970.00
Total of 2 nd Contract:	\$8,525.00
Additional amount needed to cover 2 nd contract:	\$6,555.00
Create Addendum to increase not to exceed limit to:	\$11,000.00
Actual total for Contract & Contract #2:	\$10,555.00

**23-10
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF ADDITIONAL FUNDS FOR EMERGENCY HOME REPAIR AT
213 N SHEFFIELD DRIVE**

WHEREAS, the City of Bloomington Redevelopment Commission may approve additional funds for the Department of Housing and Neighborhood Development's Emergency Home Repair Grant ("Grant Project"), a program under the City's Community Development Block Grant ("CDBG"); and

WHEREAS, funding limits under the Emergency Home Repair grants are typically not to exceed \$10,000.00; and

WHEREAS, bids were received for repairs to 213 N. Sheffield Drive ("Property"), and a breakdown of the best bid for the services is attached to this Resolution as Exhibit A; and

WHEREAS, City staff is requesting additional funds from the CDBG funds totaling an amount not to exceed \$12,238.00 (\$10,000 + additional \$2,238) for the remaining amount for the repairs to the Property;

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

1. The RDC reaffirms its support of the Grant Project, and reiterates that it serves the public's best interests.
2. The RDC hereby approves the additional funds from the Community Development Block Grant to pay for the repairs in a total amount not to exceed \$12,238.00.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date: _____

213 N Sheffield Drive

Brianna Alexander

Scope of Work

EXTERIOR MASONRY:

1. Trim the large tree that currently is growing over the existing chimney to distance of three (3) feet away from the chimney in any direction.
2. Remove the spaulding brick and replace with brick matching as closely as possible the existing brick. Up to 50 brick.
3. Tuck point as required using mortar to match as closely as possible the existing mortar color.
4. Repair the existing mortar/cement cap to be water tight and install a metal cover that covers the entire top of the chimney.
5. Install a new flue cover with screen to fit existing flue.
6. Check all flashings where the roof meets the chimney and repair/replace as necessary. If roofing needs to be replaced use shingles to match existing.
7. Seal the gap between the chimney and siding with 1" X 3" batten strips applied over the existing batten strips and use a clear 25yr silicon caulking on both sides of the chimney. Match paint color as closely as possible.

Estimated Cost: 2,647.00

INTERIOR MASONRY:

1. Check damper for proper operation, repair if necessary.
2. Tuck point the gap between the fire brick and the face brick.
3. Tuck point the firebrick as needed.
4. Have chimney flue clean by a certified chimney sweep.
5. After cleaning chimney use a camera to inspect the flue lining (tiles) for any damage and notify of any defects or needed repairs.

Paint Add } 600.00
 grade, bury }
 Downspout } 3,247.00
 Drain }

2,647.00

Estimated Cost: \$ 980.00

EXTERIOR PATIO UNDER DECK:

Remove existing brick store and save for reuse.

1. Remove existing treated 2" X 4" and discard.
2. Excavate area to a depth of 24" below the threshold of the existing basement door.
3. Place a stone base to a depth of 16" (#5) and compact.
4. Place a filter fabric over the entire stone base.
5. Place 4" of paver sand over filter fabric and compact pitching away from the foundation of the house.
6. Using the saved brick lay in a herring bone pattern/ double basket weave pattern with a brick boarded around the entire perimeter. If needed purchase brick to match the existing as closely as possible for the 12' X 12' patio area.
7. Use paver lock between all brick joints and to fill all cracks.
8. Remove all old screening and dispose.
9. Remove existing door under deck and dispose.

Estimated Cost: \$ 3,421.00

10. Remove old lattice work and dispose.

EXTERIOR EXISTING DECK/STAIR;

** Build paneling in front of window & return stairs to yard*

1. Remove existing lower deck and dispose. (approx.: 10'6" X 12'6")
2. Rake and remove all debris.
3. Seed and straw where lower deck was removed.
4. Remove existing stair and dispose.
5. Inspect upper deck for structural damage and report to owner. (approx.: 12' X 12')
6. Properly secure upper deck to house structure.
7. All new materials to be pressure treated lumber of the proper size and dimensions as per code.
8. Install a new 4' X 4' concrete pad to accept the new staircase.
9. Install a new stair 3' wide from the upper deck to new stair concrete pad.
10. Provide a 2' X 6" handrail on stair with 2" X 2" balusters spaced no more than 4" apart.
11. Remove existing lattice work and horizontal 2' X 4" and 2' X 4" handrail and dispose.
12. Install a 2' X 6" handrail at a height of 36" off finished deck floor.
13. Install 2" X 2" balusters around the entire deck at a spacing of no more than 4" apart.
14. Sand all handrails to a smooth finish and free of splinters.

Estimated Cost: *\$3,478.11*

General Conditions:

1. By signing below the contractor, owner and the project manager accept the work described in the Scope of Work.
2. Contractor shall provide a line-item breakdown of all materials and labor.
3. Contractor shall verify all quantities and measurements prior to submitting quotes or bids.
4. Contractor shall meet all insurance as described by the City of Bloomington.
5. Contractor shall apply, pay for and obtain all necessary permits to complete the Scope of Work, if required.
6. Contractor shall supply owner and the project manager with a copy of all inspections results.
7. Any work required in addition to, or requested by the owner, outside the Scope of Work must be approved in writing by the contractor, owner and the project manager for the City of Bloomington before work can be started.
8. Property shall left broom clean at the end of each work day and debris removed.
9. Property shall be accessible to the owner at the end of each work day.
10. Contractor shall provide the owner/project manager with all manufactures warranties, and provide a one (1) year general warranty of all work performed.

Contractor/ Owner

Date

Owner

Date

City of Bloomington Project Manager

Date