

AGENDA
REDEVELOPMENT COMMISSION
April 3, 2023 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

<https://bloomington.zoom.us/j/89270059150?pwd=ZDUwYmIwaCtpRjF0ZXZ3bzBNUEh5Zz09>

Meeting ID: 892 7005 9150

Passcode: 744680

- I. ROLL CALL**
- II. READING OF THE MINUTES – March 20, 2023**
- III. EXAMINATION OF CLAIMS –March 31, 2023 for \$667,090.56**
- IV. EXAMINATION OF PAYROLL REGISTERS–March 24, 2023 for \$32,383.64**
- 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 23-25: Approval of Purchase Agreement for Parking Lot Parcels at 216 S. College Avenue.
 - B. Resolution 23-30: Agreement with Precision Quality Contraction to Install Fiber to the Showers Business Plaza.
 - C. Resolution 23-31: Approval of Electrical Repair by Cassady Electric for College Square Property.
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, March 20, 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=12222>***

I. ROLL CALL

Commissioners Present: Cindy Kinnarney, Randy Cassady, Sarah Bauerle Danzman , Deborah Myerson, and Erin Cooperman, MCCSC representative attended the meeting in person. Deb Hutton attended via zoom.

Commissioners Absent: All commissioners were present.

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

Others Present: Larry Allen, Attorney, Legal Department; Jeff Underwood, Controller; Patrick Dierkes, Project Engineer, Engineering Department; Jen Pearl, BEDC; Matt Smethurst, Project Manager, Engineering Department; Tim Street, Operations & Development Division Director, Parks & Recreation Department; Nate Nickel, Data Analyst and Manager, Public Works Department; Danna Workman, Asset Clerk, Public Works Department; Sam Dove;

II. READING OF THE MINUTES – Deborah Myerson moved to approve the March 6, 2023 minutes, via roll-call vote. Randy Cassady seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTER – Deb Hutton moved to approve the claim register for March 17, 2023, for \$496,686.29, via roll-call vote. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Deborah Myerson moved to approve the payroll register for March 10, 2023, for \$37,123.98, via roll-call vote. Deb Hutton seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report: John Zody introduced Erin Cooperman. Cooperman is the new MCCSC representative for the RDC Commission. She will share the roll with Erin Wyatt, who will attend the next RDC meeting.

Zody reported that the public comment period for the HOME-ARP allocation plan ends tomorrow and the plan will be submitted to HUD by the end of the week. The Annual Action Plan is up for public comment until April 10, and will be submitted to HUD by April 15, 2023.

B. Legal Report: Larry Allen informed the commission that necessary electrical upgrades were completed at College Square. The quote for the repairs was under \$5,000, however with labor the total was \$5,635.09. Any amount over \$5,000 must be taken to the RDC for approval. Allen said he will bring a Resolution to the next meeting for the commission to ratify.

Allen stated that staff originally scheduled an executive session today at 4:30 p.m. The notice for the meeting was not posted in the atrium, so the meeting had to be cancelled as a result. Part of the discussion for the executive session was also going to include elements around the negotiations of Resolution 23-25. Allen said we are going to pull Resolution 23-25 from tonight's agenda and postpone it until the April 3 meeting. Allen said staff will schedule and notice an executive session before our April 3 regular meeting.

- C. **Treasurer's Report:** Jeff Underwood was available to answer questions.
- D. **Business Development Updates:** Alex Crowley was unable to attend tonight's meeting. John Zody updated the commission on the 4th Street Garage art exhibit. He said the One Drop art exhibit is open at the 4th Street Garage southernmost commercial space. It will remain open until May 10.

The City of Bloomington is partnering with Indianapolis-based art collective One Drop to produce an exhibition of 25 local and regional emerging artists of color. The exhibition, titled *Underground*, features work across artistic media including collages by Honey Hodges, textiles by _____, and photographs by the 2023 LensCulture Top prize recipient Justin Carney. This exhibition will not only showcase the talent of local and regional artists of color to the broader Bloomington community, but also give our local artists the opportunity to connect with their peers in the region.

VI. NEW BUSINESS

- A. **Resolution 23-27: Approval of Match Funding for Resurfacing of Winslow.** Matt Smethurst stated this project will include resurfacing Winslow Road from west of Walnut Street to Allendale Street, which will include making improvements for ADA compliant curb ramps, improvements to sidewalks sections, and improving safety at the intersection of Winslow and Allendale. The City received two bids for this project. The lowest bid was from Milestone Contractors. Staff has negotiated an agreement with Milestone to provide the services for the project for an amount not to exceed \$474,712. The Board of Public Works approved the contract with Milestone at last week's meeting. The funding for this project comes from a community crossing grant which requires a 50/50 split match. The local matching funds will come from the consolidated TIF for an amount not to exceed \$237,356.

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

Randy Cassady moved to approve Resolution 23-27, via roll-call vote. Deborah Myerson seconded the motion. The motion passed unanimously.

- B. **Resolution 23-28: Approval of Funding for Construction of Griffy Dam Crossing Project.** The RDC previously approved a project review and approval form and approval for design for this project. Tim Street stated that this resolution is to approve funding for the construction portion of this project. City staff received two bids and selected Scenic Construction Services as the lowest bidder. City staff have negotiated an agreement with Scenic Construction to provide the services for an amount not to exceed \$344,700. Street said this contract will go before the Board of Parks Commissioners next Tuesday for approval.

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

Randy Cassady moved to approve Resolution 23-28, via roll-call vote. Deb Hutton seconded the motion. The motion passed unanimously.

- C. **Resolution 23-29: Approval of the Regional Economic Acceleration and Development Initiative Grant Agreement for Hopewell (READI).** Larry Allen said there needs to be a correction to the title of this resolution and agenda item. The title currently reads, "Approval of Project Review and Approval Form for a Reginal Economic Acceleration and Development Initiative Grant for Hopewell". The correct title should read, "Approval of the Regional Economic Acceleration and Development Initiative Grant Agreement for Hopewell (READI)."

John Zody reminded the board that the City applied for a grant for the construction of approximately 350 feet of Jackson Street at the Hopewell project. The City was awarded a READI grant in the amount of \$1,800,000. The contract before the commission tonight is from the State and used for all READI projects. City staff answered questions from the commission.

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

Sarah Bauerle Danzman moved to approve Resolution 23-29, via roll-call vote. Randy Cassady seconded the motion. The motion passed unanimously.

VII. BUSINESS/GENERAL DISCUSSION – Commissioners asked Larry Allen to comment about the general procedures for purchasing property and how they related to the proposed Resolution 23-25. Allen talked about the practice of the RDC, a brief history of the statute, and how it related to what they have heard from outside counsel on the issue. Allen also noted there will be a more specific conversation that will occur during the RDC’s meeting on April 3, 2023, where the Corporation Counsel and outside counsel will be available to answer any further Commissioner questions.

VIII. ADJOURNMENT – Deborah Myerson moved to adjourn. Randy Cassady seconded the motion. The meeting adjourned at 6:05 p.m.

Cindy Kinnarney, President

Deborah Myerson, Secretary

Date: _____

23-25
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF PURCHASE AGREEMENT FOR
PARKING LOT PARCELS AT 216 SOUTH COLLEGE AVENUE**

WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and

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

WHEREAS, pursuant to Indiana Code § 36-7-14-19, the RDC is vested with the power to acquire real property; and

WHEREAS, in Resolution 19-34, the RDC approved a purchase agreement for the real estate located at 216 S. College Avenue; and

WHEREAS, as part of the purchase, the RDC assumed leases that were part of 216 S. College Avenue, which included a lease for two parcels of land that made up a portion of the parking lot (“Property”), with the following legal description:

- 013-40720-00 ORIGINAL PLATS LOT[S] 43 & 44; and

WHEREAS, an addendum to the lease included an option to purchase the Property; and

WHEREAS, pursuant to the option to purchase, City Staff has negotiated an offer to purchase the Property for One Million Nine Hundred Thousand Dollars (\$1,900,000), a copy of which is attached to this Resolution as Exhibit A (“Purchase Agreement”); and

WHEREAS, this amount is greater than the average of the two appraisals received; and

WHEREAS, Staff has brought the RDC a Project Review and Approval Form (“Form”) regarding this project, which is attached to this Resolution as Exhibit B; and

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

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

1. The RDC affirms its support of the purchase, as set forth in the Form, and reiterates that it serves the public's best interests.
2. The RDC finds that the acquisition of the Property is an appropriate use of the bonding authority of the RDC and Consolidated TIF funds.
3. The RDC explicitly approves the Purchase Agreement and to expend an amount greater than the average of the two appraisals received for the Property. This approval shall not be interpreted as satisfaction of any of the other required contingencies.
4. The RDC hereby authorizes the Controller to expend an amount not to exceed One Million Nine Hundred Thousand Dollars (\$1,900,000) plus any itemized and necessary closing costs for the purchase of the Property in accordance with the Purchase Agreement from the Consolidated TIF fund. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. The RDC hereby authorizes its president, Cindy Kinnarney, to sign any and all documents necessary for closing on its behalf.
6. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2023.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

AGREEMENT FOR PURCHASE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE OF REAL ESTATE AND ASSETS, is made by and between The City of Bloomington, Indiana, and its Redevelopment Commission (collectively, “Purchaser”), and Thomas A. Sicks and Nancy Held (“Sellers”).

RECITALS

- A. The Sellers own real property and improvements (hereinafter referred to as “Real Estate”) in Monroe County, Indiana, which is more particularly described as follows:

Parcel No.	Legal Description	Acreage
53-05-33-310-243.000-005	013-40720-00 ORIGINAL PLATS LOT 43 & 44	0.40

- B. Pursuant to Indiana Code Section 36-1-11-3, the Sellers desire to convey the Real Estate to Purchaser and, pursuant to its governing authority, Purchaser desires to accept the Real Estate and any and all improvements located on the Real Estate, subject and according to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

In consideration of the payment of the purchase price set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants herein contained, Sellers and Purchaser agree as follows:

1. **Purchaser Approval.** This Agreement is contingent upon approval by the Bloomington Redevelopment Commission within thirty (30) days from the Effective Date. In the event that the Redevelopment Commission, in its sole discretion, does not approve the Purchase Agreement within thirty (30) days following acceptance of the Purchase Agreement by SELLERS, the Purchase Agreement is rescinded and the sale is terminated. This approval is separate and distinct from the other Conditions in the Purchase Agreement, Due Diligence, Financing and Statutorily Required Process.
2. **Purchase Price and Payment.** The purchase price for the Property (the “Purchase Price”) shall be One Million Nine Hundred Thousand Dollars (\$1,900,000.00). The Purchase Price shall be paid by Purchaser to Sellers at the Closing by certified check or cashier’s check, or by wire transfer.
3. **Conditions Precedent to Closing.** Purchaser's obligations hereunder shall be subject to the condition that as of the Closing Date there is no breach of any of Seller's representations or warranties hereunder and to the satisfaction of the following additional conditions precedent which shall be determined during the Due Diligence Period which shall be up to ninety (90) days from the Effective Date, except as expressly otherwise specified herein or agreed by the Parties:

- 3.1 **No Encroachment.** There will be no encroachments thereon and no existing violations of zoning ordinances or other restrictions applicable to the Real Estate.
- 3.2 **Title Evidence and Insurance.** Sellers shall provide, at Sellers' expense, a commitment for an owner's title insurance policy satisfactory to Purchaser insuring the full amount of the Purchase Price. The title insurance commitment shall disclose marketable title in Sellers. Purchaser shall notify Sellers within thirty (30) days of receipt of the commitment of any objections to the title. Such title shall be deemed acceptable when it is capable of being transferred into the name of Purchaser subject only to:
- a. Taxes which Purchaser has agreed to pay and any other assessments which Purchaser has agreed in writing to pay;
 - b. Liens which Purchaser has agreed in writing to pay;
 - c. Zoning ordinances and other governmental restrictions affecting the use of the property, provided that no violations now exist; and
 - d. Recorded easements which Purchaser has agreed in writing to pay.
- 3.3 **Environmental Conditions.** Purchaser may obtain, at its sole expense, one or more environmental reviews of the Real Estate. The Purchaser shall have ninety (90) days to obtain environmental reviews of the Real Estate and to affirmatively accept or reject—in its sole discretion—the environmental conditions of the Real Estate. If the Purchaser does not affirmatively reject the environmental conditions of the Real Estate within that time period, Purchaser shall be deemed to have accepted the environmental conditions of the Real Estate.
- 3.4 **Representations and Warranties.** Sellers represent and warrant to the Purchaser, and shall be deemed to represent and warrant to the Purchaser on the closing date, that, as of the closing date and to the best of Sellers' knowledge and belief:
- 3.4.1 Sellers have not created, permitted or suffered any lien or other encumbrance to attach to or affect the Real Estate and improvements thereon, except for the lien of non-delinquent real estate taxes;
 - 3.4.2 There are no claims, actions, suits, proceedings or investigations pending or threatened with respect to or in any manner affecting the Real Estate or Sellers' ownership thereof;
 - 3.4.3 No work has been performed or is in progress at, and no materials have been furnished to, the Real Estate or any portion thereof which is presently the subject of or which might give rise to mechanics', materialmen's or other liens affecting the Real Estate or any portion thereof;

- 3.4.4 Prior to the closing, Sellers shall not sell, assign, transfer, lease sublease encumber or convey any right, title or interest whatsoever in or to the Real Estate or any portion thereof without the Purchaser's prior written consent, nor shall Sellers amend, modify, terminate or alter any currently existing agreement or document relating to the Real Estate without the Purchaser's prior written consent;
- 3.4.5 Sellers know of no facts nor have Sellers misrepresented or failed to disclose any facts which materially adversely affect the value of the Real Estate; and
- 3.4.6 Sellers shall deliver possession of the Real Estate to the Purchaser on the closing date, free and clear of all rights and claims of any other party to the possession, use, ownership or control of the Real Estate except as agreed to by Purchaser in writing.
- 3.5 **Right to Inspect.** Purchaser and its representatives shall have the right to enter upon the Real Estate and conduct all tests and examinations which they deem necessary, including any environmental evaluations, unless otherwise stated. Purchaser, at Purchaser's sole expense, shall restore or repair any damage to the Real Estate, including but not limited to soil borings or other holes in the ground, caused by Purchaser's inspections, testing or environmental reviews no later than seven (7) days prior to closing or fourteen (14) days following termination of this Agreement.
- 3.6 **No Litigation.** Except as provided herein, as of the closing date, no action or proceeding relating to the Real Estate shall be pending before a court or other governmental agency or officer, and to the best of Sellers' knowledge and belief, no such action or proceeding is or shall be threatened.
- 3.7 **Survey.** Purchaser may, at its option, obtain an ALTA/ACSM survey of the Real Estate satisfactory to Purchaser showing the location of all improvements, encroachments and easements located thereon. Purchaser shall bear the expense of the survey.
- 3.8 **Real Estate Taxes.** Purchaser shall be responsible for paying the Real Estate's property taxes assessed in or after 2022 (payable in or after 2023).
- 3.9 **Broker's Fees.** Purchaser and Seller shall each be responsible for the payment of their own advisors and professionals they have used relating to the execution of this transaction.
4. **Default.** If Sellers, through no fault of Sellers, are unable to convey marketable title as required by this Agreement, and the defect or defects are not waived by Purchaser, Sellers' sole obligation shall be to return promptly any sums expended by Purchaser for the survey; provided, however, Purchaser shall have the right to pay and satisfy any existing liens not otherwise assumed

by Purchaser and deduct that amount from the Purchase Price. If Sellers refuse to perform as required, then the Purchaser may pursue all available legal and equitable remedies.

If Purchaser refuses to perform as required by this Agreement, then Sellers may elect to pursue all available legal or equitable remedies.

5. **Closing and Possession.** Closing shall take place at a time, date and location agreed upon by the Parties within thirty (30) days of the Redevelopment Commission's acceptance of the environmental conditions of the Real Estate under Section 3.3, unless extended by mutual agreement. Costs of closing, except those specified elsewhere in this Agreement, shall be shared between Purchaser and Sellers. At Closing, Sellers shall deliver to Purchaser an executed General Warranty Deed in recordable form conveying marketable title to the Real Estate subject only to exceptions permitted by this Agreement, together with an executed Vendor's Affidavit, Sales Disclosure Statement as required by I.C. § 6-1.1-5.5, et seq.; and any such other instrument, document and considerations as may reasonably be required by Purchaser or Purchaser's counsel to effectuate this Agreement. All of the documents and instruments required by this Agreement shall be in a form acceptable to Purchaser and Sellers. Possession of the Real Estate shall be delivered to the Purchaser on the date of Closing, and the Lease Addendum shall remain in full force and effect until possession is transferred.

6. **Sellers' Legal Authority.** The Sellers, individually and collectively, represent to Purchaser that all necessary legal action to authorize, empower, or otherwise enter into this transaction has occurred, and that each signatory below can obligate and bind their respective performance hereunder.

7. **Survival of Representation and Warranties.** All representations and warranties made herein shall survive the Closing of the transaction provided for herein.

8. **Risk of Loss; Condemnation.** All risk of loss or damage to the Property occurring subsequent to the date hereof shall be borne by Sellers to and including the Closing Date. If any of the Property shall suffer a loss by fire, flood, tornado, accident or other cause after the date hereof and on or before the Closing Date, or if proceedings to take or condemn the whole or any part of the Property for public or quasi-public use under any statute or by the right of eminent domain are commenced or threatened prior to the Closing Date, then Purchaser may, at its sole option, either consummate or not consummate the transaction contemplated hereby. If Purchaser elects to consummate such transaction, then all insurance proceeds payable in respect of such casualty and/or any and all damages or awards payable in respect of such taking or condemnation shall be paid to Purchaser. If Purchaser elects not to consummate such transaction, this Agreement shall terminate and be of no further force and effect.

9. **Assignment.** Neither party may assign its interest in this Agreement without the prior written consent of the other party.

10. **Survival.** All representations and warranties of the parties made herein shall be and remain true at the time of the Closing and shall survive the Closing for a period of six (6) months

and the conveyance of the Property to Purchaser, and shall not be deemed to be merged into the deed to be delivered by Sellers to Purchaser hereunder.

11. **Binding on Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representative, successors and permitted assigns.
12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
13. **Modification.** This agreement may not be changed or modified except by an agreement in writing signed by the party sought to be charged with such modification.
14. **Waiver.** No failure on the part of either party to exercise any power or right given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof; provided, however, that either party may, at its sole option, waive in writing any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms or provisions of this Agreement. No delay on the part of either party in the exercise of any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any power or right. All rights and remedies existing under this Agreement shall be cumulative and shall be in addition to those otherwise provided by law.
15. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior discussions, letters of intent, agreements, writings and representations between Sellers and Purchaser with respect to the Property and the transaction contemplated herein.
16. **Governing Law.** This Agreement shall be governed by the laws of the State of Indiana.

[Signature Page Follows]

IN WITNESS WHEREOF, Purchaser and Sellers have executed this Agreement as of the date last written below, which shall be the “Effective Date” for this Agreement.

"SELLERS"

Thomas A. Sicks and Nancy Held

By: _____
Nancy Held

Date: _____

By: _____
Thomas A. Sicks

Date: _____

“PURCHASER”

**REDEVELOPMENT COMMISSION OF
BLOOMINGTON, INDIANA**

By: _____
Cindy Kinnarney, President

Date: _____

THE CITY OF BLOOMINGTON

By: _____
Beth Cate, Corporation Counsel

Date: _____

City of Bloomington
 Redevelopment Commission
 Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Property Acquisition of parcels that are part of parking lot at 216 S. College Avenue (Lots 43 and 44 of the Original Plat – Tax ID 013-40720-00).

Project Description:

This project proposes to acquire property adjacent to 216 S. College Avenue (within Consolidated TIF District – Downtown Area) to be redeveloped in a manner consistent with the other property owned by the Redevelopment Commission.

The acquisition of property is an appropriate use of Tax Increment Financing.

Project Timeline:

Start Date: March 2023

End Date: June 2023

Financial Information:

Estimated full cost of project:	\$1,900,000
Sources of funds:	
Consolidated TIF	\$1,900,000

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

Step	Description	Estimated Cost	Timeline
1	Property Acquisition	\$1,900,000	June 2023

TIF District: Consolidated TIF (Downtown)

Resolution History: 23-25 Approval of Purchase Agreement and Project Review and Approval Form

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**RESOLUTION 23-30
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**AGREEMENT WITH PRECISION QUALITY CONTRACTING TO INSTALL FIBER
TO THE SHOWERS BUSINESS PLAZA**

- WHEREAS, pursuant to Indiana Code § 36-7-14 et seq., the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, the RDC approved a purchase agreement for 320 W. 8th Street, also formerly known as the CFC Showers Business Plaza, also known as Showers West (“Property”) in Resolution 22-49; and
- WHEREAS, on January 25, 2023, the Bloomington Common Council approved the purchase agreement, and the RDC closed on the Property on January 31, 2023 (“Project”); and
- WHEREAS, as part of the purchase, the City desire to connect the Property to the main information technology infrastructure in City Hall through a direct fiber connection (“Services”); and
- WHEREAS, City Staff have negotiated an agreement with Precision Quality Contractors (“PQC”) to provide the Services for an amount not to exceed \$3,172.00 (“Agreement”) and
- WHEREAS, the Agreement will be primarily paid for with Public Safety Economic Lit Bond Funds (“PS EDLIT Bond”); and
- WHEREAS, the Agreement is attached to this Resolution as Exhibit A;

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

1. The RDC finds that the related expenditures for the Project serve the public’s best interests.
2. The RDC hereby approves the Agreement attached to this Resolution as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date



CONTRACT COVER MEMORANDUM

TO: Beth Cate, Attorney, Legal
FROM: Rick Dietz, Director, ITS
DATE:02/22/23
RE: Precision Quality Contracting – Showers West Fiber Run Project

Contract Recipient/Vendor Name:	Precision Quality Contracting (PQC)
Department Head Initials of Approval:	RBD
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Victoria Jones, Office Manager
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Beth Cate / Larry Allen
Record Destruction Date: <i>(Legal to fill in)</i>	2033
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	23-179
Due Date For Signature:	As soon as possible
Expiration Date of Contract:	06/22/2023
Renewal Date for Contract:	n/a
Total Dollar Amount of Contract:	\$3,172.00
Funding Source:	TBD by Controller (PS ED LIT Bond)
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

Under this contract Precision Quality Contracting (PQC) will provide materials and install a direct fiber connection between the ITS datacenter in City Hall and the CFC telecom room at Showers West. This connection is needed to enable door management, monitor cameras, and provide network services including Wi-Fi to the City staff.

City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?			
Met item or need requirements?			
Was an evaluation team used?			
Was scoring grid used?			
Were vendor presentations requested?			

3. State why this vendor was selected to receive the award and contract:

Print/Type Name

Print/Type Title

Department

AGREEMENT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is entered into by and between the City of Bloomington by and through its Information Technology Services Department (hereinafter referred to as “City”), and Precision Quality Contracting (PQC), a domestic for-profit corporation duly incorporated in the State of Indiana, with its principal place of business located at (hereinafter referred to as “Service Provider”).

WHEREAS, the City wishes to have Precision Quality Contracting (PQC) will provide materials and install a direct fiber connection between the ITS datacenter in City Hall and the CFC telecom room at Showers West, all of which is hereinafter referred to as the “Services” and which are more fully set forth below; and

WHEREAS, Service Provider has the experience and professional expertise and is willing and able to provide such Services to the City; and

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

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

- 1. Effective Date, Term and Termination.** The effective date for this Agreement is the date last entered in the signature blocks below. This Agreement shall commence on the effective date and expire on June 22, 2023.

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 non performing party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’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 City and the City 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 City.

- 2. Compensation.** The City shall pay Service Provider for all fees and expenses for all Services herein provided in an amount not to exceed \$3,172.00 Dollars. Service Provider shall submit an invoice to the City upon the completion of the Services described herein. The invoice shall be sent to: Information and Technology Services, City of Bloomington, Suite #160, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Service Provider within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth herein shall be

authorized in writing by the City or its designated project coordinator prior to such work being performed or any expenses incurred by Service Provider. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and an amendment to this Agreement reached by both parties herein.

3. **Scope of Services.** Service Provider shall provide required Services for the City which are more fully set forth in the Scope of Services attached hereto, marked as **Exhibit "A"**, and by this reference incorporated herein. Time is of the essence and Service Provider shall diligently complete all Services in a timely manner and by no later than the 22nd day of June, 2023, and consistent with the Standard of Care identified below.
4. **Standard of Care.** Service Provider shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Service Provider's work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.
5. **Responsibilities of the City.** The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Service Provider shall be entitled to rely upon the accuracy and completeness of such information. The City shall designate in the Notice section below who is authorized to act on its behalf with respect to this Agreement.
6. **Appropriation of Funds.** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the Common Council of the City of Bloomington or any board or commission, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth below.
7. **Schedule.** This Article Intentionally Left Blank.
8. **Identity of Service Provider.** This Article Intentionally Left Blank
9. **Ownership of Documents and Intellectual Property.** Service Provider agrees that any information or documents, including digital GIS information, supplied by the City shall be used by Service Provider for this project only, and shall not be reused or reassigned for any purpose. All documents, drawings and specifications, including digital format files, prepared by Service Provider and furnished to the City as part of the Services shall become the property of the City, and the City shall have a perpetual, irrevocable, worldwide, royalty-free, nonexclusive right to use all intellectual property embodied in such materials for its internal and external purposes. Service Provider shall retain its ownership rights in intellectual property and other proprietary property (including but not limited to software and databases) developed, utilized or modified by Service Provider in the performance of the Services.

- 10. Reuse of Documents.** All documents, including but not limited to, drawings, specifications and computer software prepared by Service Provider 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 City or others on modifications or extensions of this project or on any other project. The City may elect to reuse such documents; however any reuse without prior written verification or adaptation by Service Provider for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Service Provider. The City shall indemnify and hold harmless the Service Provider against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Service Provider will entitle the Service Provider to additional compensation at rates to be agreed upon by the City and the Service Provider.
- 11. Accessibility of Deliverables.** All final reports and other final deliverables provided by Service Provider under this Agreement shall be provided digitally and shall meet at least the following standards for accessibility: Web Content Accessibility Guidelines (WCAG) Version 2.1, available at <https://www.w3.org/WAI/standards-guidelines/wcag/#iso> .
- 12. Independent Contractor Status.** During the entire term of this Agreement, Service Provider 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 City. Service Provider 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.
- 13. Indemnification.** Service Provider shall indemnify and hold harmless the City of Bloomington, its directors, officers, agents and employees of the City from and against all third party claims, demands, damages, costs, expenses or other liability, including reasonable attorney's fees and defense costs, to the extent caused by the Service Provider's willful misconduct or negligent performance of professional services under this Agreement and that of its Sub-Service Providers or anyone for whom the Service Provider is legally liable.
- 14. Insurance.** During the performance of any and all Services under this Agreement, Service Provider 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, its agents, officers, board members and employees shall be named as additional insureds under the General Liability and

Automobile Liability policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder. Service Provider shall provide at least 30 days notice to City prior to any cancellation/termination of any or all insurance policies.

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

15. **Conflict of Interest.** Service Provider declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Service Provider agrees that no person having any such interest shall be employed in the performance of this Agreement.
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.
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.
18. **Assignment.** Neither the City nor the Service Provider shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Service Provider may assign its rights to payment without the City's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
19. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Service Provider.
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 Monroe County, Indiana.

21. Non-Discrimination. Service Provider shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Service Provider 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 Service Provider believes that a City employee engaged in such conduct towards Service Provider and/or any of its employees, Service Provider or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the 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. Any breach of this section is a material breach and will be cause for termination of this Agreement.

22. Verification of New Employees' Immigration Status. Service Provider is enrolled in, and verifies 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). Service Provider signed an e-verify affidavit, attached hereto, marked as **Exhibit "B"**, and by this reference incorporated herein.

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

23. Non-Collusion. Service Provider certifies that it has not, nor has any other member, representative, or agent of Service Provider, entered into any collusion by agreement or otherwise with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Service Provider signed the non-collusion affidavit attached hereto, marked as **Exhibit "C"** and by this reference incorporated herein.

24. Compliance with Laws. In performing the Services under this Agreement, Service Provider shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. When appropriate, Service Provider shall advise City of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such

statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Service Provider shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

TO CITY:	TO SERVICE PROVIDER:
City of Bloomington ITS Dept.	Precision Quality Contracting (PQC)
Attn: Rick Dietz, Director	Attn: Dave Tesmer, Owner
401 N. Morton Street, Suite #160	317 N. Vine St.
Bloomington, IN 47404	Greencastle, In. 46135
dietzr@bloomington.in.gov, 812-349-3485	davet@precisionqc.com, 765-720-0933

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

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

27. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Service Provider. This Agreement supersedes any and 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.

[Signature page follows]

Precision Quality Contracting*Quality you can count on***QUOTE**

317 N. Vine St.
Greencastle, In. 46135
Phone 765-301-9669
iPhone 765-720-0933
davef@precisionqc.com

QUOTE # 253
DATE 2/15/2023

TO
Rob Cronk
City of Bloomington
Rob.cronk@bloomington.in.gov
Phone 812-349-3417

City Hall Bldg.

Unit Code	Unit Description	Price	Units	Total Price
Labor-C	Install 12f FOC	\$ 1,500.00	1	\$1,500.00
Labor-C	Splicing, Testing and Labeling	\$ 1,500.00	1	\$1,500.00
Material	12f FOC	\$ 0.86	200	\$172.00
Material	Splicing Material	\$ 525.28	1	\$525.28
Total				\$3,172.00

Make all checks payable to Precision Quality Contracting

Payment is due within 30 days.

If you have any questions concerning this quote, please contact Dave Tesmer | 765-301-9669 |
davef@precisionqc.com

EXHIBIT B

E-VERIFY AFFIDAVIT

STATE OF INDIANA)

)SS:

COUNTY OF _____)

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

1. The undersigned is the _____ of _____.

a. (job title) (company name)

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 _____, 20____.

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

EXHIBIT C

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 _____, 2020.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF _____)

) SS:

COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 2020.

My Commission Expires:

Notary Public Signature

Resident of _____ County

Printed Name

**23-31
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF ELECTRICAL REPAIR BY CASSADY ELECTRIC FOR COLLEGE
SQUARE PROPERTY**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”), the purpose of which is to facilitate economic development and revitalization in Bloomington; and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, pursuant to the purchase agreement approved in Resolution 19-34, the Redevelopment Commission of the City of Bloomington (“RDC”) closed on the purchase of College Square located at 216 S College Avenue (“Property”) on July 15, 2019; and
- WHEREAS, as part of the ongoing maintenance of the building, the City’s facilities manager found it necessary to upgrade the circuit breaker to the Property and pay for related work; and
- WHEREAS, Cassady Electric performed the work and the cost to the RDC is \$5,635.69; and
- WHEREAS, pursuant to the terms of Resolution 23-02, any maintenance item above \$5,000 must be approved individually by the RDC;

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

1. The RDC finds the above described expenditures serves the public’s best interest.
2. The RDC hereby approves payment not to exceed \$5,635.69 to be paid from its services fund (Account Number 444-15-150000-53990) for the electrical repair to the Property.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

Cassady Electrical Contractors Inc.

PO Box 53

Ellettsville, IN 47429

812-332-7361 Fax: (812) 336-5232

INVOICE

Page 1 of 1

Invoice No: 30679
Invoice Date: 1/31/2023
Due Date: 3/2/2023

Customer Job #:
Customer Order #:

CIT010

Bill To: CITY OF BLOOMINGTON PUBLIC WRK
PO BOX 100

Site: CITY OF BLOOMINGTON
FIRE#1 TEMP HEADQUARTERS
226 S COLLEGE AVE
BLOOMINGTON, IN 47402

BLOOMINGTON, IN 47402

WKS: 1845

Job Info: D013495 - CITY OF BLOOMINGTON
WORK COMPLETED AT FIRE #1 TEMP HEAD QUARTERS- RETAPPED BUSS BAR FOR 125A BREAKER

LABOR

Hours	Trade Description	Earn Code	Unit Price	Price
14.00	JOURNEYMAN - COMMERICAL	REG	85.00	1,190.00

MATERIAL

Quantity	UM	Description	Unit Price	Price
1.00		CASE OF FOAM SEALANT	105.69	105.69
1.00		GE THKMA31000SPK 3P- 600V1000A	4,340.00	4,340.00

~~RECEIVED~~

RECEIVED

SA

CC: | ENC. MONEY: | PAY & CLOSE

FUND / ACCT LINE: _____

EXPLANATION: _____

DIV. APPROVAL: JD [Signature]

DEPT. APPROVAL: _____

RECEIVED
FEB 18 2023
BY: _____

Labor:	1,190.00
Material:	4,445.69
Subcontractor:	0.00
Equipment:	.00
Miscellaneous:	0.00
Subtotal :	5,635.69
Sales Tax :	0.00
Amount Due :	5,635.69

Thank you for your business!



Mechanical & Building Solutions

2010 W. Fountain Drive; P.O. Box 1998, Bloomington, IN 47402-1998
812-339-2579 www.harrell-fish.com

INVOICE

Number:	W88052
Date:	Feb 17/23

Bill To: CITY OF BLOOMINGTON PUBLIC WORKS
BOX 100 MUNICIPAL BUILDING
BLOOMINGTON, IN
47402

Location: CITY OF BLGTN FIRE STATION #1
200 S COLLEGE
BLOOMINGTON, IN 47404

Work Order ID	P.O. Number	Date Complete	Terms	Called In By
23-0100120		Jan 27/23	NET 30	Olivia

DETAILS	QTY	PRICE	TOTAL
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WORK PERFORMED

NO HEAT SECOND FLOOR FIREHOUSE 1

There are two package units on the roof that take care of this area. Found the north unit with the power off. Breaker tripped. Reset unit at panel box. It immediately tripped again. Found where the seal-tite had melted off the insulation. This unit is very old and needs to be replaced. Checked the south unit. Disconnect turned off. After talking with J.D. with the city. He said this unit has a bad compressor. Tried to start the heat. Inducer motor was seized up. Was able to free it up and it ran. Gas valve opened but unit fired for just a second and went off. There was no gas pressure. It has been shut off at ground. Not in service at this time. The heat exchanger is also bad. Unit needs to be replaced. He would like a quote for replacements. I let J.D. know there is no heat for upstairs. They are getting the rising heat from downstairs. There is an open stairwell on the southwest corner. If it gets bitter cold it could be an issue.

MATERIALS

Consumables	1.00	50.00	50.00
Temp fuel surcharge	1.00	25.00	25.00
SUBTOTAL MATERIAL			75.00

LABOR

Labor	4.50	90.00	405.00
SUBTOTAL LABOR			405.00

EQUIPMENT





Mechanical & Building Solutions

2010 W. Fountain Drive; P.O. Box 1998, Bloomington, IN 47402-1998
812-339-2579 www.harrell-fish.com

INVOICE

Number:	W88052
Date:	Feb 17/23

Bill To: CITY OF BLOOMINGTON PUBLIC WORKS
BOX 100 MUNICIPAL BUILDING
BLOOMINGTON, IN
47402

Location: CITY OF BLG TN FIRE STATION #1
200 S COLLEGE
BLOOMINGTON, IN 47404

Work Order ID	P.O. Number	Date Complete	Terms	Called In By
23-0100120		Jan 27/23	NET 30	Olivia

SUBTOTAL EQUIPMENT 0.00

NOTE: A 3% surcharge will be added to
the total invoice when paying by credit card

SUBTOTAL 480.00

SALES TAX

TOTAL INVOICE 480.00

