

AGENDA
REDEVELOPMENT COMMISSION
April 17, 2023 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

<https://bloomington.zoom.us/j/83064828760?pwd=R3ZFR1hHa2hub0pQa0ptVGZHL28yZz09>

Meeting ID: 830 6482 8760

Passcode: 509420

- I. ROLL CALL**
- II. READING OF THE MINUTES – April 3, 2023**
- III. EXAMINATION OF CLAIMS –April 14, 2023 for \$180,151.17**
- IV. EXAMINATION OF PAYROLL REGISTERS–April 6, 2023 for \$32,383.62**
- 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 23-32: Approval of Mortgage and Lien for the Trades District Tech Center**
 - B. Resolution 23-33: Approval of Neighborhood Improvement Grants**
 - C. Resolution 23-34: Approval of Agreement for Trades Gateway Art with Weber Group**
 - D. Resolution 23-35: Agreement with Presidio for Electronic Door Access Updates to the Showers Business Plaza**
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, April 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=12289>***

I. ROLL CALL

Commissioners Present: Cindy Kinnarney, Randy Cassady, Sarah Bauerle Danzman, and Deb Hutton attended the meeting in person. Deborah Myerson 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; Alex Crowley, Director, Economic and Sustainable Development; Beth Cate, Corporation Counsel; Deb Kunce, J.S. Held; Sam Dove

II. READING OF THE MINUTES – Sarah Bauerle Danzman moved to approve the March 20, 2023 minutes, via roll-call vote. Deb Hutton seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTER – Sarah Bauerle Danzman moved to approve the claim register for March 31, 2023, for \$667,090.56, via roll-call vote. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Randy Cassady moved to approve the payroll register for March 24, 2023, for \$32,383.64, via roll-call vote. Deborah Myerson seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report: John Zody reported hiring a new Affordable Housing Program Manager. Interviews for the Assistant Director will begin next week.

Zody previously sent an email to the commissioner's requesting an RDC member to serve on the committee that is going to interview the finalist for what could be an Owner's Rep for the Hopewell project. Cindy Kinnarney expressed interest in serving on that committee. The commission unanimously agreed to have Cindy Kinnarney serve on the committee.

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

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

D. Business Development Updates: Alex Crowley said he wanted to give an update on one item that has an indirect association with the RDC. He said that tomorrow night Dimension Mill, Inc., primarily with staff support, will be presenting to City Council a request for funding to help fill the construction gap that currently exists for the costs of constructing the EDA Trades District Building. It has been read in as an appropriation ordinance and will be presented more thoroughly tomorrow at Council.

Crowley said on Friday he received a phone call from Fire Chief, Moore regarding an issue with public access to the lobby at the College Square Building. Unaffiliated visitors with any of the

tenants are accessing the building and creating damage to the first floor bathroom. Crowley said we are working with the Fire Department and Facilities to address the situation.

VI. NEW BUSINESS

- A. Resolution 23-25: Approval of Purchase Agreement for Parking Lot Parcels at 216 S. College Avenue.** Larry Allen stated 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. An addendum to the lease included an option to purchase the property. City Staff has negotiated an offer to purchase the property for \$1.9 million. Allen said the price is greater than the average of the two appraisals. The two lots would be consolidated into two lots. Allen said the property is a favored location for a potential new Convention Center expansion project. Funding will come from the consolidated TIF. Allen said if the property is used for the expansion, it would be potentially be reimbursable back to the TIF fund from the Food and Beverage fund.

Staff answered questions from the commissioner's.

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

Randy Cassady moved to approve Resolution 23-25, with the caveat that we will be reimbursed by the Food and Beverage Fund if there is a Convention Center expansion project. Jeff Underwood suggested wording it as "any other source" instead of the Food and Beverage Fund.

Randy Cassady amended his motion to approve Resolution 23-25, with the caveat that we will be reimbursed by any other source if there is a Convention Center expansion project, via roll-call vote. Deb Hutton seconded the motion. The motion passed unanimously.

- B. Resolution 23-30: Agreement with Precision Quality Contractors to Install Fiber to the Showers Business Plaza.** Larry Allen stated that the RDC previously approved a purchase agreement for 320 W. 8th Street, also formerly known as the CFC Showers Business Plaza. As part of the purchase, the City wants to connect the property to the main information technology infrastructure in City Hall through a direct fiber connection. City staff have negotiated an agreement with Precision Quality Contractors to provide the services for an amount not to exceed \$3,172. Allen said the agreement will be primarily paid for with Public Safety Economic Lit Bond Funds.

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

Sarah Bauerle Danzman moved to approve Resolution 23-30, via roll-call vote. Deborah Myerson seconded the motion. The motion passed unanimously.

- C. Resolution 23-31: Approval of Electrical Repair by Cassady Electric for College Square.** Larry Allen discussed the repair at the previous meeting. The City's facilities manager found it necessary to upgrade the circuit breaker to the property and pay for related work. Cassady Electric performed the work and the cost to the RDC is \$5,635.69

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

Deb Hutton moved to approve Resolution 23-31, via roll-call vote. Sarah Bauerle Danzman seconded the motion. Deborah Myerson and Cindy Kinnarney voted yes. Randy Cassady recused himself from the conversation and vote. The motion passed.

VII. BUSINESS/GENERAL DISCUSSION –.

VIII. ADJOURNMENT – Deb Hutton moved to adjourn. The meeting adjourned at 5:35 p.m.

Cindy Kinnarney, President

Deborah Myerson, Secretary

Date: _____

23-32

**RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF MORTGAGE AND LIEN
FOR THE TRADES DISTRICT TECH CENTER**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) has purchased real property and buildings within the Bloomington Certified Tech Park known as The Trades District; and

WHEREAS, the intent of the RDC and the City is to redevelop the RDC Property in accordance with the CTP Master Plan; and

WHEREAS, a significant part of such redevelopment is the creation of a Trades District Technology Center (“Tech Center”); and

WHEREAS, on September 3, 2021, the US Economic Development Administration (EDA) awarded a \$3.5 million CARES Act Recovery Assistance Grant (“EDA Grant”) to the City of Bloomington and the RDC and Bloomington Economic Development Corporation as co-applicants, to support the construction of the Tech Center on Lot 2A of the Trades District (the “Project Property”), as shown on the Trades District Lot 2 Amendment Final Plat attached to this Resolution as Attachment 1 and incorporated herein; and

WHEREAS, the EDA Grant contains Standard Terms and Conditions which require the RDC to comply with the provisions of certain federal regulations; and

WHEREAS, these regulations require the RDC as an EDA Grant recipient to execute and record documentation evidencing an undivided equitable reversionary interest in the Project Property (the “Federal Interest”), providing that the Project Property must be used for purposes consistent with the EDA Grant terms and associated EDA policies and regulations, and providing for certain remedies in the event of a violation; and

WHEREAS, the Agreement and Mortgage provided by the EDA attached to this Resolution as Attachment 2 and incorporated herein, constitutes the required documentation by conveying to the EDA a mortgage and lien on Lot 2A to secure the RDC’s compliance with the EDA Grant

Terms and associated policies and regulations, requiring the RDC to take the necessary steps to protect title to the Project Property and the property itself, such as paying required taxes, obtaining insurance, and engaging in necessary maintenance, and providing for certain remedies in the event of a violation; and

WHEREAS, the Agreement and Mortgage further provides that at the end of the Estimated Useful Life of the Project Property, which the EDA has determined to be 20 years after completion of construction of the Tech Center, the RDC may ask the EDA to release the Federal Interest and terminate the Agreement and Mortgage, leaving the Project Property subject only to certain continuing federal regulatory restrictions;

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

1. The RDC finds that executing and recording the Agreement and Mortgage attached as Attachment 2 is necessary and appropriate to the completion of the Trades District Tech Center development and fulfillment of the EDA Grant terms.
2. The RDC as owner of the property hereby approves the execution and recording of the Agreement and Mortgage attached as Attachment 2.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

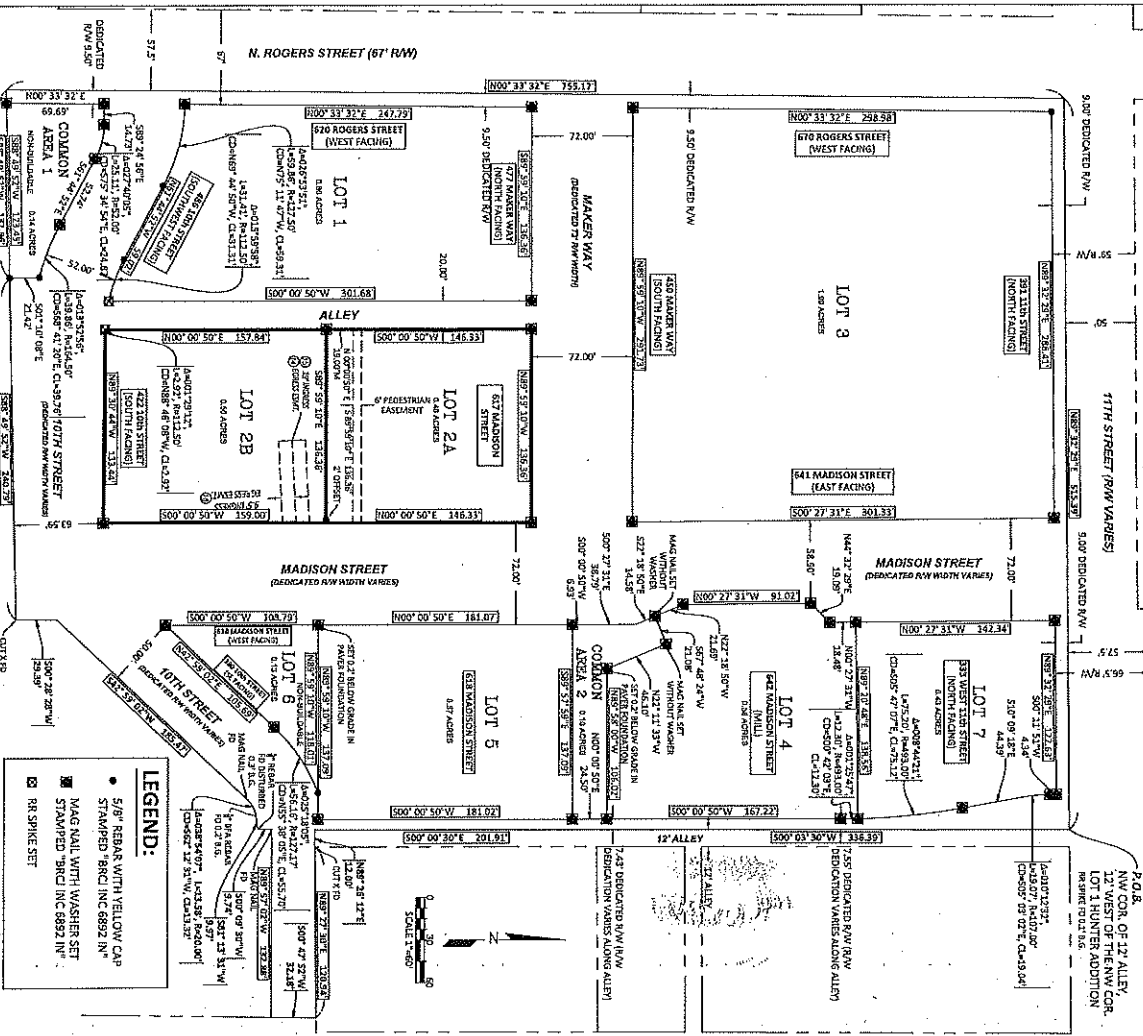
ATTEST:

Deborah Myerson, Secretary

Date

ATTACHMENT 1

TRADES DISTRICT LOT 2 AMENDMENT FINAL PLAT A PART OF TRADES DISTRICT AMENDMENT 1 FINAL PLAT, A PART OF THE NORTHEAST QUARTER OF SECTION 32, AND A PART OF THE NORTHWEST QUARTER OF SECTION 33, T9N, R1W, BLOOMINGTON, INDIANA



TRADES DISTRICT LEGAL DESCRIPTION

TRADES DISTRICT LEGAL DESCRIPTION

As shown on the plat, the subject property is located in Township 9 North, Range 1 West, Meridian 1 West, in the Northeast Quarter of Section 32 and the Northwest Quarter of Section 33 of Township 9 North, Range 1 West, Meridian 1 West, in the City of Bloomington, Indiana. The subject property is bounded on the north by the north line of the 11th Street right-of-way, on the east by the east line of the 12th Street right-of-way, on the south by the south line of the 12th Street right-of-way, and on the west by the west line of the 12th Street right-of-way. The subject property is bounded on the north by the north line of the 11th Street right-of-way, on the east by the east line of the 12th Street right-of-way, on the south by the south line of the 12th Street right-of-way, and on the west by the west line of the 12th Street right-of-way.

NOTES:

1. THE FINAL PLAT WORK WAS PREPARED BY AND FOR THE CITY OF BLOOMINGTON, INDIANA, ON FEBRUARY 24, 2023.
2. ALL REAL ESTATE IS SHOWN WITH YELLOW PLASTIC CAP STAMPED WITH THE BLOOMINGTON, INDIANA, PLAT NUMBER AND THE CITY OF BLOOMINGTON, INDIANA, PLAT NUMBER.
3. THE CITY OF BLOOMINGTON, INDIANA, IS THE GRANTEE OF THE REAL ESTATE SHOWN ON THIS PLAT.
4. THE CITY OF BLOOMINGTON, INDIANA, IS THE GRANTEE OF THE REAL ESTATE SHOWN ON THIS PLAT.
5. REFER TO INSTRUMENT NO. 202302087 AND INSTRUMENT NUMBER 202302087 FOR THE DESCRIPTION OF THE REAL ESTATE SHOWN ON THIS PLAT.
6. THE PURPOSES OF THIS PLAT IS TO DIVIDE LOT 2 INTO LOT 2A AND LOT 2B.
7. PROVISIONAL PASSENGER PLACED THE RIGHT TO ADDRESS THE PROVISIONAL PASSENGER FOR THE PURPOSES OF MAINTAINING, SIGNING, RECORDING, AND CARRYING SMALL MOTORVEHICLES AND NON-MOTORIZED VEHICLES APPROVED BY THE CITY.
8. THE CITY OF BLOOMINGTON, INDIANA, IS THE GRANTEE OF THE REAL ESTATE SHOWN ON THIS PLAT.
9. THE CITY OF BLOOMINGTON, INDIANA, IS THE GRANTEE OF THE REAL ESTATE SHOWN ON THIS PLAT.
10. THE CITY OF BLOOMINGTON, INDIANA, IS THE GRANTEE OF THE REAL ESTATE SHOWN ON THIS PLAT.

SURVEYOR'S CERTIFICATION

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original plat as the same appears on file in my office, and that the same is a true and correct copy of the original plat as the same appears on file in my office.

 Christopher L. Poirer
 Professional Surveyor No. 152130002
 State of Indiana

OWNER CERTIFICATION

The undersigned, City of Bloomington Redevelopment Commission, being the owner of the described real estate herein, do hereby certify that the same has been prepared in accordance with the plat and certificate.

All additional "dead" rights-of-way shown and not previously indicated are hereby indicated to be public use.

The plat shall be known and delivered as "Trades District Lot 2 Amendment Final Plat."

In Witness Whereof, the City of Bloomington Redevelopment Commission, have executed this instrument and caused their names to be subscribed thereto, this 24th day of February, 2023.

 City of Bloomington Redevelopment Commission
 City Clerk
 Cindy Kinnearney

CITY OF INDIANA, COUNTY OF MONROE

Before me, a Notary Public for said County and State, Cindy Kinnearney, personally appeared and acknowledged the execution of this instrument to the City of Bloomington, Indiana.

 Notary Public
 Cindy Kinnearney

My commission expires: 4/9/23

County of residence: Monroe

CERTIFICATE OF APPROVAL OF PLAN COMMISSION

Under the authority of Indiana Code 36-4-710, which, enacted by the General Assembly of the State of Indiana and ordinances adopted by the Council of the City of Bloomington, Indiana, this plat was approved by the City of Bloomington as follows:

 City Clerk
 Cindy Kinnearney

The Planning and Transportation Department approved this secondary plat. Trades District Lot 2 Amendment Final Plat No. 21281/2023

 Scott Robinson, Director of Planning and Transportation



Legend:

- 5/8" BEARS WITH YELLOW CAP
- 3/4" MAG. BRNC INC. 8921 IN.
- MAG. NAIL WITH WASHER SET
- STAMPED BRNC INC. 8921 IN.
- RR SPRIKE SET

PLAT DATED: February 24, 2023 JOB # 10982

LAND SURVEYING • CIVIL ENGINEERING • GIS
 1851 West Tapp Road Bloomington, Indiana 47403
 Phone: 812-336-8277 Email: cp@brbcivil.com

ATTACHMENT 2

AGREEMENT AND MORTGAGE

WHEREAS, the City of Bloomington, through the Bloomington Redevelopment Commission, with an address of 401 N. Morton Street, Bloomington, Indiana, 47403, (Mortgagor) has applied to, received, and accepted from the United States Department of Commerce, Economic Development Administration (EDA), Chicago Regional Office, a grant under the Public Works and Economic Development Act of 1965 (42 U.S.C. § 3121 *et seq.*) (PWEDA) in the total amount of \$3,525,075 (EDA Grant Amount) pursuant to a Financial Assistance Award dated October 12, 2021, and bearing EDA Award No. 06-79-06311 (Award);

WHEREAS, pursuant to the application submitted by Mortgagor requesting said Award, which includes all forms, documentation, and any information submitted to EDA as part and in furtherance of the request for the Award, including any information submitted after the initial application (Grant Application) and pursuant to the Award, the Grant Amount is to be used for the purpose of acquiring or making improvements to the real property described in Exhibit A, attached hereto and made a part hereof (Project Property), consisting of the construction of a building to support technology focused industries and foster emerging technology start-ups (Project);

WHEREAS, 20 years from the completion of construction, as determined by EDA, is the Estimated Useful Life, as defined in 13 C.F.R. § 314.1, of the improvements made to the Project Property pursuant to the Project;

WHEREAS, under government-wide regulations set out at 2 CFR part 200 and EDA's regulations governing the Award at 13 CFR Chapter III, any transfer or conveyance of Project Property or any portion thereof must have the prior written approval of EDA;

WHEREAS, in accordance with PWEDA, EDA is not authorized to permit transfer or conveyance of Project Property to parties that are not eligible to receive EDA grants unless EDA is repaid the Federal Share as defined at 13 CFR § 314.5 (Federal Share) or unless the authorized purpose of the Award is to develop land in order to lease or sell it for a specific use, in which case EDA may authorize a lease or sale of the Project Property or a portion thereof if certain conditions are met;

WHEREAS, the aforesaid Award from EDA provides the purposes for which the Grant Amount may be used and provides, *inter alia*, that Mortgagor will not sell, lease, mortgage, or otherwise use or alienate any right to, or interest in the Project Property, or use the Project Property for purposes other than or different from those purposes set forth in the Award and the

Grant Application made by Mortgagor therefor, such alienation or use being prohibited by 13 CFR part 314 and 2 CFR part 200; and

WHEREAS, Mortgagor and EDA desire to establish an obligation for and first priority lien on Project Property in favor of EDA in the event that the Project Property is used, transferred, or alienated in violation of the Award, 13 CFR Chapter III, or 2 CFR part 200.

NOW THEREFORE, Mortgagor does hereby grant and convey unto EDA, its successors and assigns, a mortgage and a lien on said Project Property to secure Mortgagor's obligation (i) to comply with the terms and conditions of the Award and the regulations set forth in 13 CFR Chapter III and 2 CFR part 200, and (ii) to use Project Property only for the purposes set forth therein for the Estimated Useful Life of Project Property. Mortgagor agrees that a debt, with interest thereon at the rate set forth in 31 U.S.C. § 3717, in the amount of the Federal Share, which amount shall be determined at the sole discretion of EDA in accordance with its authorities and regulations, such amount being either EDA's pro-rata share of the fair market value of the Project Property, as further set forth at 13 CFR § 314.5, as that provision may be amended from time to time, the Grant Amount, or the amount actually disbursed under the Award (Indebtedness), shall be due and payable by Mortgagor to EDA upon the termination of the Award, or any attempt to use, transfer, or alienate any interest in Project Property in violation of the Award or of the regulations set forth in 13 CFR Chapter III or 2 CFR part 200 and does, moreover, agree that such Indebtedness shall be extinguished only through the full payment thereof to the Federal Government.

Mortgagor further covenants and agrees as follows:

1. Lease of Project Property:

If the Grant Application provides for and the Award authorizes Mortgagor to lease Project Property, each lease arrangement shall be subject to the prior written approval of EDA. EDA must determine that the applicable lease arrangement is consistent with the Grant Application and authorized general and special purposes of the Award; will provide adequate employment and economic benefits for the area in which Project Property is located; is consistent with EDA policies concerning, but not limited to, nondiscrimination, nonrelocation, and environmental requirements; and that the proposed lessee is providing adequate consideration, as defined in 13 CFR § 314.1, to Mortgagor for said lease. Any lease agreement entered into by Mortgagor of the Project Property shall be subordinate, junior, and inferior to this Agreement and Mortgage, and, at EDA's request, be expressly subordinated in writing and the written subordination recorded in the same manner as this Agreement and Mortgage.

2. Charges; Liens:

Mortgagor shall protect the title and possession of all Project Property; pay when due all taxes, assessments, mechanic and/or materialmen liens, and other charges, fines, and impositions now existing or hereafter levied or assessed upon Project Property; and preserve and maintain the priority of the lien hereby created on Project Property, including any improvements hereafter made a part of the realty.

3. Hazard Insurance:

Mortgagor shall insure and keep insured all improvements now or hereafter created upon Project Property against loss or damage by fire and windstorm and any other hazard or hazards included within the term "extended coverage." The amount of insurance shall be the full insurable value of said improvements but in no event less than the full replacement value of the improvements. Any insurance proceeds received by Mortgagor due to loss shall be applied to restoration or repair of any damaged Project Property, provided such restoration or repair is economically feasible and the security of this Agreement and Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Agreement and Mortgage would be impaired, Mortgagor shall use said insurance proceeds to compensate EDA for its Federal Interest. EDA's Federal Interest, as defined at 13 C.F.R. § 314.2 (Federal Interest) shall be satisfied when amount received is equal to the Federal Share as that term is defined at 13 CFR § 314.5 (Federal Share).

4. Preservation and Maintenance of the Project Property:

Mortgagor shall keep Project Property in good condition and repair during the Estimated Useful Life and shall not permit or commit any waste, impairment, or deterioration of Project Property, but shall give notice written thereof to EDA without delay.

5. Indemnification:

To the extent permitted by law, Recipient agrees to indemnify and hold the Federal Government harmless from and against all liabilities that the Federal Government may incur as a result of providing an award to assist, directly or indirectly, in the preparation of the Project Property or construction, renovation, or repair of any facility on the Project Property, to the extent that such liabilities are incurred because of toxic or hazardous contamination of groundwater, surface water, soil, or other conditions caused by operations of the Recipient or any of its predecessors (other than the Federal Government or its agents) on the Project Property. *See also* 13 C.F.R. § 302.19 (Indemnification).

6. Inspection:

EDA may make or cause to be made reasonable entries upon and inspection of Project Property by EDA or an authorized representative of EDA.

7. Condemnation:

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of Project Property, or any part thereof, or for any conveyance in lieu of condemnation shall be used by Mortgagor to compensate EDA for EDA's Federal Share. EDA's Federal Share of said condemnation proceeds shall be equal to that percentage which the Grant Amount bore to the total project costs under the Award for which the condemned property was acquired or improved. *See also* 13 CFR § 314.5 (Federal Share).

8. Recording of Agreement and Mortgage – EDA to Receive Original:

Mortgagor shall record this Agreement and Mortgage in accordance with the laws and rules of the County where Project Property is located, and shall ensure that the lien hereby granted is a first and prior lien on Project Property senior to all other interests save those which may arise by operation of law. EDA shall be furnished with the original, recorded Agreement and Mortgage as executed.

9. Notice:

Any notice from EDA to Mortgagor provided for in this Agreement and Mortgage shall be sent by certified mail to Mortgagor's last known address or at such address as Mortgagor may designate to EDA, except for any notice given to Mortgagor in the manner as may be prescribed by applicable law as provided hereafter in this Mortgage. Likewise, any notice from Mortgagor to EDA shall be sent by certified mail to EDA's address.

10. Remedies:

Upon Mortgagor's breach of any term or condition of the Award or any provision of this Agreement and Mortgage, then EDA, its designees, successors, or assigns may declare the Indebtedness immediately due and payable, and may enforce any and all remedies available including but not limited to foreclosure by an action brought either in a United States District Court or in any State Court having jurisdiction, but such action shall not be deemed to be a release or waiver of any other right or remedy to recover repayment thereof.

After any breach on the part of Mortgagor, EDA shall, upon bill filed or the proper legal proceedings being commenced for the foreclosure of this Agreement and Mortgage, be entitled, as a matter of right, to the appointment by any competent court, without notice to any party, of a receiver of the rents, issues, and profits of Project Property, with power to lease and control such Property, and with such other powers as may be deemed necessary.

11. Remedies Cumulative:

All remedies provided in this Agreement and Mortgage are distinct and cumulative to any other right or remedy under this Agreement and Mortgage, the Award, or related documents, or afforded by law or equity, and may be exercised concurrently, independently, or successively.

12. Forbearance Not a Waiver:

Any forbearance by EDA in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by EDA shall not be a waiver of EDA's rights under this Agreement and Mortgage.

13. Release:

EDA and the Mortgagor agree that, so long as the possession and use of Project Property by Mortgagor has been only for the purposes set forth in the Award and Grant Application, then after the Estimated Useful Life of the improvements to Project Property, Mortgagor may request a release of the Federal Interest in accordance with 13 CFR part 314, which will not be withheld except for good cause, as determined in EDA's sole discretion; provided, however, that in accordance with 13 CFR part 314, restrictions upon the religious use or discriminatory practices in connection with the use of Project Property shall survive this Agreement and Mortgage and any release thereof, which shall be evidenced by a separate recorded covenant.

14. Governing Law; Severability:

This Agreement and Mortgage shall be governed by applicable federal law, if any, and if there is no applicable federal law by Indiana law, and nothing contained herein shall be construed to limit the rights EDA, its designees, successors, or assigns are entitled to under applicable federal or state law. If any provision or clause of this instrument conflicts with applicable law, such conflict shall not affect other provisions of this instrument which can be given effect without the conflicting provision, and to this end the provisions of this instrument are declared to be severable.

15. Authority to Execute Agreement and Mortgage:

Recipient represents and warrants to and covenants with EDA that Recipient has been duly authorized by Recipient's governing body by all necessary action and has received all necessary third party consents to enter into this Agreement and Mortgage.

IN WITNESS WHEREOF, Recipient has hereunto set its hand as of the day and year first above written by its duly authorized officer.

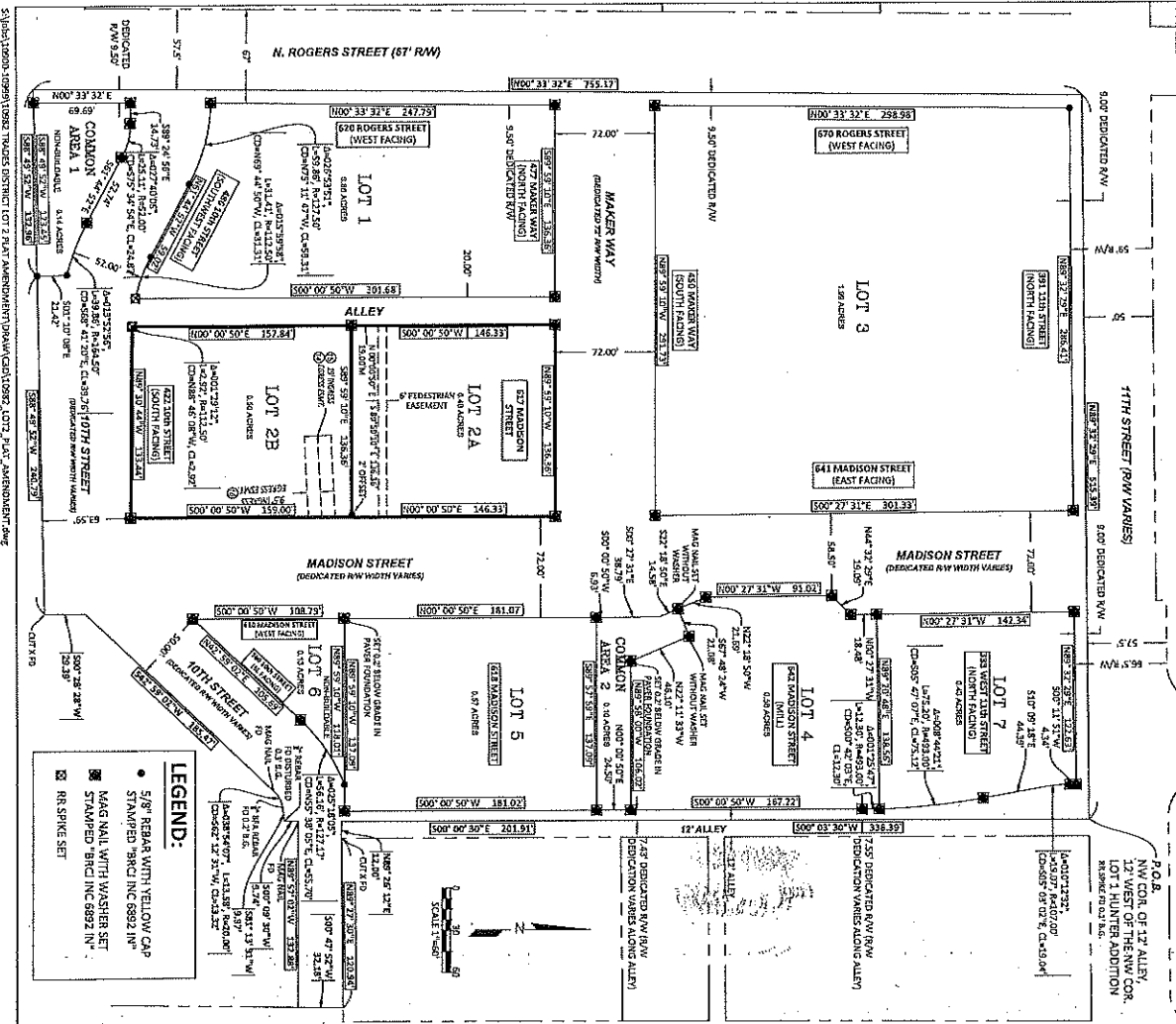
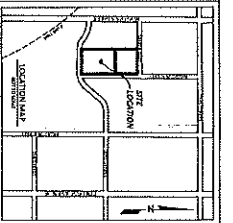
EXHIBIT A
Property Description

The Project Property is Lot 2A in the Trades District Lot 2 Amendment Final Plat, which is attached hereto as Exhibit A1 and incorporated herein, and which contains the metes, bounds, and legal description of the Project Property.

A 6' wide pedestrian easement running east-west across the south part of Lot 2A for the purpose of maintaining a public pedestrian walkway, is also depicted and described in Exhibit A1.

EXHIBIT A1

TRADES DISTRICT LOT 2 AMENDMENT FINAL PLAT A PART OF TRADES DISTRICT AMENDMENT 1 FINAL PLAT, A PART OF THE NORTHEAST QUARTER OF SECTION 32, AND A PART OF THE NORTHWEST QUARTER OF SECTION 33, T9N, R1W, BLOOMINGTON, INDIANA



TRADES DISTRICT LEGAL DESCRIPTION A Part of the Trades District Plat filed as recorded at Instrument Number 2020080273, a part of...

- NOTES: 1. THE INITIAL FIELD WORK WAS PERFORMED... 2. FIELDWORK TO DATE... 3. BOUNDARY SURVEY... 4. THE PLAT IS NOT COMPLETE...

SURVEYOR'S CERTIFICATION The plat was surveyed according to survey requirements contained in Section 1 through 15 of BRS AC 1-12.

LEGEND: 5/8" REBAR WITH YELLOW CAP STAMPED BHC INC 6892 IN" MAG NAIL WITH WASHERS SET STAMPED BHC INC 6892 IN" RA SPIKE SET

DULY ENTERED FOR TAXATION MAR 08 2023 Auditor's Office, Harrison County, Indiana

OWNER CERTIFICATION The undersigned, City of Bloomington Redevelopment Commission, being the owner of the described real estate hereby do hereby report and set the same into effect in accordance with the plat and certificate.

By Commission Expires: 4/8/23 County of Residence: Hancock County, Indiana CERTIFICATE OF APPROVAL OF PLAN COMMISSION

Bladeson Riggett Cooper James BRC CIVIL ENGINEERING 1551 West Tapp Road Bloomington, Indiana 47403

**23-33
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

APPROVAL OF NEIGHBORHOOD IMPROVEMENT GRANTS

WHEREAS, the City of Bloomington, Indiana, has a Neighborhood Improvement Grant Program under which general fund monies, (Fund #1011515100053960) in the amount of Thirty Thousand Dollars (\$30,000.00), 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, pursuant to IC§ 36-7-14-11(4); and

WHEREAS, the Council for Neighborhood Improvement Grants met on April 12, 2023, and provided the advice and input of the community for the allocation of the Neighborhood Improvement Grant Program funds; and

WHEREAS, the Redevelopment Commission has reviewed the recommendations of the Council for Neighborhood Improvement Grants for allocation of funds to be received;

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

1. The Redevelopment Commission hereby approves grant funds in an amount not to exceed a grant total of Thirty Thousand Dollars (\$30,000) to be allocated for the following Neighborhood Improvement Grant Program Projects:

<u>Bloomington Housing Authority Residents Council</u>	
Funds requested from the City	\$ 6,406.84
Neighborhood match amount	\$ <u>2,700.00</u> (42%)
Total Project Cost	\$ 9,106.84

Recommended funding	\$ 6,410.00
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The Bloomington Housing Authority Residents Council requests funds to refurbish two playgrounds, in the Rev. Butler and Walnut Woods communities. Updates include border replacement, power washing of current equipment, and installation of new signage and mulch.

Prospect Hill Neighborhood Association

Funds requested from the City	\$10,300.00
Neighborhood match amount	<u>\$ 1,960.00</u> (19%)
Total Project Cost	\$12,260.00

Recommended funding **\$12,590.00**

The Prospect Hill Neighborhood Association requests funds to hire restoration professionals to repair Rose Hill Cemetery headstones and monuments too difficult/fragile/large for volunteers to handle. In addition, restoration professionals will offer a 3-hour public workshop to teach headstone restoration techniques and skills.

Woodlands-Winding Brook HOA

Funds requested from the City	\$11,936.00
Neighborhood match amount	<u>\$12,331.81</u> (103%)
Total Project Cost	\$24,267.81

Recommended funding **\$11,000.00**

The Woodlands-Winding Brook HOA requests funds for the first phase of a project to convert an inoperable retention pond into a bioretention area, to include stormwater mitigation features, native plantings, and community gathering spaces.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

23-34
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF AGREEMENT FOR TRADES DISTRICT GATEWAY ART WITH WEBER GROUP

- WHEREAS, in May 2005, the City of Bloomington’s (“City”) application for Certified Technology Park (“CTP”) designation was approved by the Indiana Economic Development Corporation, for an area encompassing 65 acres in northwest downtown Bloomington, the center of which is now called the Trades District; and
- WHEREAS, in Resolution 15-60, the Redevelopment Commission (“RDC”) approved a Project Review and Approval form supporting the effort to begin infrastructure improvements in the Trades District (the “Infrastructure Project”), which form was amended in Resolution 18-13; and
- WHEREAS, work was completed on redeveloping the Trades District through the infrastructure improvements and the renovation of the Dimension Mill; and
- WHEREAS, as part of the Project, the City solicited public input on Trades District Gateway Art designs for completion of the Infrastructure Project, and the City along with the public selected a design from Stefan Reiss as the winning design; and
- WHEREAS, due to the COVID-19 pandemic and subsequent logistical issues with the original fabricator, which had be previously approved in Resolution 21-07, City staff have negotiated an agreement with Weber Group to fabricate and install the Gateway Art; and
- WHEREAS, the Weber Group have agreed to fabricate and install the Gateway Art for an amount not exceed One Hundred Six Thousand Five Hundred Dollars (\$106,500.00) (“Agreement”); and
- WHEREAS, the Agreement is attached to this resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement for the Project; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project, which is attached to this Resolution as Exhibit B;

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

1. The RDC reaffirms its approval of the Infrastructure Project redeveloping the Trades District, as set forth in the Amended Form, and reiterates that it serves the public's interest.
2. The RDC finds that the Gateway Art project has a valid public purpose and is an appropriate use of the Consolidated TIF.
3. The RDC hereby approves the Agreement with Weber Group II, LLC, attached to this Resolution as Exhibit A and authorizes the City of Bloomington to expend an amount not to exceed One Hundred Six Thousand Five Hundred Dollars (\$106,500.00) to pay for the public art, pursuant to the terms of the Agreement.
4. The Payment authorized above may be made from the Consolidated TIF, or any other fund indicated in the Amended Form. Nothing in this Resolution shall remove the requirement to comply with the City or RDC's claims process.
5. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on June 1, 2024.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date



CONTRACT COVER MEMORANDUM

TO: Controller Jeffrey Underwood
FROM: Holly Warren, Assistant Director for the Arts, ESD
DATE: February 15, 2023
RE: Fabrication contract for Trades District Sculpture with Weber Group

Contract Recipient/Vendor Name: Weber Group II, LLC

Department Head Initials of Approval: AC

Responsible Department Staff: Holly Warren
(Return signed copy to responsible staff)

Responsible Attorney: Larry Allen
(Return signed copy to responsible attorney)

Record Destruction Date: 2034
(Legal to fill in)

Legal Department Internal Tracking #: 23-091
(Legal to fill in)

Due Date For Signature: 2/15/2023

Expiration Date of Contract: 12/31/2023

Renewal Date for Contract: N/A

Total Dollar Amount of Contract: \$106,500

Funding Source: Consolidated TIF – 439-15-159002-53990 (part of 1% funding for the Trades District Infrastructure Upgrades)

W9/EFT Complete: Yes
(Staff Member of Responsible Dept. to fill in)

Affirmative Action Plan Complete (if applicable): N/A
(Staff Member of Responsible Dept. to fill in)

Procurement Summary Complete: N/A
(Staff Member of Responsible Dept. to fill in)

Summary of Contract: Contract for Weber Group to complete fabrication of Trades District 1% for the Arts Sculpture OTC 987 by artist Stefan Reiss. Fabrication will begin in summer 2023 and installation will take place in fall 2023.

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON REDEVELOPMENT
COMMISSION, BLOOMINGTON'S ECONOMIC AND SUSTAINABLE
DEVELOPMENT DEPARTMENT, AND
WEBER GROUP II, LLC**

This Agreement, entered into on this _____ day of April, 2023, by and between the City of Bloomington Redevelopment Commission and the Department of Economic and Sustainable Development (the "Department"), and Weber Group II, LLC ("Contractor").

Article 1. Scope of Services Contractor shall perform services as detailed in Exhibit A, "Scope of Work."

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 Department as may be requested and desirable, including primary coordination with Holly Warren, Assistant Director for the Arts. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

Article 2. Standard of Care Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed **one hundred six thousand five hundred dollars (\$106,500.00)** in accordance to the fee schedule attached as Exhibit A-1. Contractor shall submit invoices to the Department upon the completion of the Services described in Article 1 and Exhibit A-1. **Invoices shall be sent via email to holly.warren@bloomington.in.gov or via first class mail postage prepaid to Economic and Sustainable Development Department, 401 N. Morton Street, Suite 150, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall notify Contractor within three (3) business days. The Department have the right to terminate this Agreement, and Contractor shall be entitled to all costs to date.

Article 6. Schedule Contractor shall perform the Services no later than December 31, 2023. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written notice to the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall

be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

Article 18. Governing Law and Venue This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If the Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor

shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit B, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

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

Contractor: Weber Group II, LLC
Attn: Jim Doiron, Chief Theming Officer/Partner
5233 Progress Way
Sellersburg, IN 47172

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

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

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

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

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

WEBER GROUP II, LLC

Jim Doison, Chief Theming Officer/Partner

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

CITY OF BLOOMINGTON ECONOMIC AND
SUSTAINABLE DEVELOPMENT

Alex Crowley, Director

EXHIBIT A
Scope of Work

[See Attached]



Agreement of the Provision of
Professional Design and Fabrication Services

Agreement made as of the fifteenth of November in the year Two Thousand Twenty Two

Between the Client: City of Bloomington, Indiana

Contact: **Holly Warren, Assistant Director for the Arts**

Phone: **812-349-3534**

Email: holly.warren@bloomington.in.gov

and the Consultant:

Weber Group II LLC

5233 Progress Way

Sellersburg, IN 47172

Contact: **Jim Doiron**

Phone: **(812) 246-2100 x140**

Email: jimdoiron@webergroupinc.com

PROJECT: Trades District Public Art – OT 987 by artist Stefan Reiss

CLIENT / OWNER RESPONSIBILITIES

- A. Provide information regarding requirements, goals, objectives, budgets, and time schedules for the Project.
- B. Provide access to the site for WGI and any necessary sub-contractors at any time with reasonable notice.
- C. Provide any necessary electronic AutoCAD file of the project site.
- D. Provide decisions in a timely fashion to ensure progression toward desired completion date.
- E. Provide access and clear work area throughout construction timeframe.

FABRICATION AND INSTALLATION SERVICES PROPOSAL

- Fabrication of arches and LED access panels as depicted in the artists OT 987 presentation – final materials choices are to be determined. Our proposal is based on stainless steel.
- Arches and LED access panels will be painted using automotive paints and a clear coat finish.
- Foundations for the arches will be poured below grade to allow for landscape pavers to finish at grade.
 - Includes site prep for digging foundation holes and pouring concrete
- Electrical and lighting control conduit stub-ups to the base of each arch – source and final location of electrical & control box are to be determined.
- Shipping, mobilization and installation equipment rental in Bloomington, IN

EXCLUSIONS & CLARIFICATIONS

- Artists fees are excluded
- LED lighting design, control design, procurement, fabrication and installation are excluded
 - The artists lighting designer will be able to ship parts to our shop and utilize our shop in Sellersburg, Indiana for fabrication and pre-installation of the lighting & control components
- Shop drawings will be created by Weber Group as needed for the purposes of fabricating the arches.
- Stamped, structural engineering drawings of the arches and/or the foundations are excluded
- Stamped, electrical engineering drawings are excluded
- Price does not include permitting fees or traffic control at the site during installation (if needed)
- Price does not include, nor provides an allowance for any underground utilities that may alter or require relocation of those utilities or redesign of the arches, electrical & control supply or foundations.
- Price does not include the landscape pavers supply or installation.

COMPENSATION

The Professional Design and Fabrication Services fee for this scope of services is: One Hundred Six Thousand Five Hundred Dollars (\$106,500.00).

Payment Terms :

1. Approval of detail design and construction plan - 30% payment (\$31,950.00)
2. Substantial completion of fabrication - 30% payment (31,950.00)
3. Completion of studio based fabrication; begin mobilization for installation - 30% payment (\$31,950.00)
4. Completion and Final Acceptance of installation - 10% payment (\$10,650.00)

PRODUCTION TIMELINE

To Be Determined – though as discussed, it might be possible to secure a late Spring 2023 completion date, but most likely, it will be completed in the Fall of 2023.

EXHIBIT A-1
Payment Schedule

Target Item	Payment Percentage
1. Approval of Detailed Designs and Construction Plan	30% Payment (\$31,950)
2. Substantial completion of fabrication	30% Payment (\$31,950)
3. Completion of studio-based fabrication; begin mobilization for installation	30% Payment (\$31,950)
4. Completion and Final Acceptance of installation	10% Payment (\$10,650)

EXHIBIT B

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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:
 - 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

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

My Commission #: _____

EXHIBIT C

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2023.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

My Commission #: _____

City of Bloomington
 Redevelopment Commission
AMENDED 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: CTP –Infrastructure Improvements (10th Street, Madison Street, Alley, Utilities, Green Infrastructure, Streetscape, Interim Parking)

Project Manager: Andrew Cibor, Alex Crowley, Holly Warren

Project Description: This is a project to improve the infrastructure in the Certified Tech Park, based upon the recommendations from the CTP Master Plan and Redevelopment Strategy and the Utility & Drainage Master Plans.

It will include improvements to 10th Street and the North-South Alley, the construction of Madison Street, the construction of an additional street running east-west between 10th and 11th Street, the installation of green infrastructure and streetscape befitting the Trades District identity and CTP goals, utility relocations and improvements, the installation of a system for stormwater detention, and the installation of interim parking improvements.

Project Timeline:

Start Date: September 2014

End Date: **December 31, 2023****Financial Information:**

Estimated full cost of project:	\$9,306,209.39 \$7,417,704.39
Sources of funds (bold = primary):	975 – 2011 Downtown Redev Bond
	430 – Certified Technology Park Fund
	439 – Consolidated TIF (Downtown)
	440 – Downtown TIF
	976 – 2015 Consolidated TIF Bond

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	Complete Design, Construction Documents	\$970,409.39 ¹	September 2014 – December 2018 ²
1b-f	ROW dedication/acquisition; property acquisition; construction easements; property disposition; platting	\$3,450	August 2016 – December 2017
2a ³	Construction Management	\$499,500 \$249,750	November 2017 – December 2018
2b	Construction Solution Tree/Red Lot Milestone Contractors Infrastructure Milestone Contractors Cassady Electric Contingency	\$10,500,000 \$356,595 \$4,982,000 \$549,000 \$200,000	November 2017 – December 2018
3	Gateway Art (Weber Group)	\$90,230.00 \$106,500.00	December 2023

TIF District: Consolidated TIF (Downtown 2010 Expansion)

Resolution History: 15-06 Approval of 2015 Design Contract
15-13 Approval of Additional Survey Work
15-60 Approval of Original Project Review and Approval Form

¹ This includes both the 2015 Agreement with Anderson + Bohlander and the 2016 Agreement with Anderson + Bohlander.

² Pursuant to the Third Addendum, Anderson + Bohlander will remain on contract through the construction phase.

³ Step 2a and 2b had previously been consolidated into the same row of the Project Phase Spreadsheet.

- 15-75 Approval of Amended Project Review and Approval Form
- 15-76 Approval of Additional Design Services (Geotechnical)
- 16-34 Approval of 2016 Design Contract
- 17-22 Approval of Additional Design Services
- 17-51 Approval of Appraisals
- 17-56 Approval of Additional Design Services
- 17-61 Approval of Construction Management Agreement
- 17-62 Approval of Offering Sheet
- 17-89 Approval of Construction for Parking Lot Improvements
- 17-92 Approval of Project Agreement with Morton Street Properties
- 17-94 Approval of Additional Design Services
- 18-13 Approval of Contracts for Bid Package #1 to Milestone Contractors and Bid Package #2 to Cassidy Electric
- 21-07 Agreement with Ignition Arts for Trades District Gateway Art
- 23-34 Agreement with Weber Group for Trades District Gateway Art

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

23-35
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**AGREEMENT WITH PRESIDIO FOR ELECTRONIC DOOR ACCESS UPDATES
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 need to update the electronic door access system and obtain more licenses for electronic access to the Property (“Services”); and
- WHEREAS, City Staff have negotiated an agreement with Presidio Networked Solutions LLC (“Presidio”) to provide the Services for an amount not to exceed \$3,709.20 (“Agreement”) and
- WHEREAS, the Agreement will be 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 with Presidio attached to this Resolution as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date



CONTRACT COVER MEMORANDUM

TO: Controller Jeffrey Underwood; Corporation Counsel Beth Cate
FROM: Rick Dietz, ITS Director
DATE: April 13, 2023
RE: Agreement with Presidio for Showers West Electronic Door Access

Contract Recipient/Vendor Name: Presidio Networked Solutions LLC

Department Head Initials of Approval: RBD

Responsible Department Staff: Victoria Jones, Office Manager
(Return signed copy to responsible staff)

Responsible Attorney: Larry Allen
(Return signed copy to responsible attorney)

Record Destruction Date: 2034
(Legal to fill in)

Legal Department Internal Tracking #: 23-201
(Legal to fill in)

Due Date For Signature: ASAP

Expiration Date of Contract: August 31, 2023

Renewal Date for Contract: N/A

Total Dollar Amount of Contract: \$3,709.20

Funding Source: 987-06-060000-54510 (ED LIT Bonds 2022)
(Consolidated TIF as backup if needed)

W9/EFT Complete: Yes
(Staff Member of Responsible Dept. to fill in)

Affirmative Action Plan Complete (if applicable): N/A
(Staff Member of Responsible Dept. to fill in)

Procurement Summary Complete: N/A
(Staff Member of Responsible Dept. to fill in)

Summary of Contract: Agreement with Presidio to allow ITS to gain control of the electronic door access and increase the overall number of licenses the City has for electronic access doors.

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 Presidio Networked Solutions Group, LLC, 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 Presidio Networked Solutions Group, LLC to update the electronic access doors to its property known as Showers West located at 320 W. 8th Street and to increase the number of licenses the City has for electronic door access, 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 the August 31, 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 Service Provider. Service Provider shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Service Provider 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 Service Provider’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 Service Provider 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 Three Thousand Seven Hundred Nine Dollars and Twenty Cents (\$3,709.20). 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 August 31, 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 Service Provider Status.** During the entire term of this Agreement, Service Provider shall be an independent Service Provider, and in no event shall any of its personnel, agents or sub-Service Providers 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 Service Providers 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 Service Provider'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 Service Provider 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.	Presidio Networked Solutions Group, LLC
Attn: Rick Dietz, Director	Attn: James Dilbone
401 N. Morton Street, Suite #160	12272 Hancock Street
Bloomington, IN 47404	Carmel, IN 46032
dietzr@bloomington.in.gov, 812-349-3485	jdilbone@presidio.com, 317-660-3016

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

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.

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

CITY OF BLOOMINGTON

**PRESIDIO NETWORKED
SOLUTIONS GROUP, LLC**

Rick Dietz, Director DATED
Information and Technology Services (ITS)

Signature DATED

Beth Cate, Corporation Counsel DATED
City of Bloomington

Print Name and Title

EXHIBIT A
SCOPE OF SERVICES

[See Attached]



QUOTE: 2001823016301-01

DATE: 03/16/2023

PAGE: 1 of 3

TO:
City of Bloomington
Mike Crump
401 N Morton St
Suite 160
Bloomington, IN 47404

michael.crump@bloomington.in.gov
(p) 812 349-3400
(f) (812) 323-3207

FROM:
Presidio Networked Solutions Group, LLC
James Dilbone
12272 Hancock St
Carmel, IN 46032

jdilbone@presidio.com
(p) +1.317.660.3016

Customer#: CITYB011
Account Manager: James Dilbone
Inside Sales Rep: Christy Beard
Title: PhySec - Lenel Reader License Expansion

Contract Vehicle: *Open Market

#	Part #	Description	Unit Price	Qty	Ext Price
1	PRO-64RUP	64 Access Readers upgrade for all PRO systems, no maximum on number of readers.	\$2,259.20	1.00	\$2,259.20
				Sub Total:	\$2,259.20
				Grand Total:	\$2,259.20



QUOTE: 2001823016301-01

DATE: 03/16/2023

PAGE: 2 of 3

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing

- CLIENT is invoiced for hardware ("goods") upon shipment from the manufacturer and shall accept and pay for partial shipments. Software is invoiced upon shipment of media or when download capability is provided. OEM services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

Freight, Handling, Shipping

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges for shipment of goods.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
- Presidio accepts no responsibility / liability in connection with the shipment.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.

Warranty and Limitation of Liability

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

Cancellation Policy

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.
- Delivery of software licenses are agreed to be accepted in electronic form from the third party software company. Otherwise, you agree to self-accrue any applicable sales tax at the rate in effect for the jurisdiction.

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEX or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

SmartNet (Third party Maintenance)



QUOTE: 2001823016301-01

DATE: 03/16/2023

PAGE: 3 of 3

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)
- Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically. Otherwise, you agree to self-accrue applicable sales tax.

Confidential Information.

- CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

Export Law Compliance.

- CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

- Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date



QUOTE: 2001823016160-01

DATE: 03/03/2023

PAGE: 1 of 3

TO: City of Bloomington
Mike Crump
401 N Morton St
Suite 160
Bloomington, IN 47404

michael.crump@bloomington.in.gov
(p) 812 349-3400
(f) (812) 323-3207

FROM: Presidio Networked Solutions Group, LLC
James Dilbone
12272 Hancock St
Carmel, IN 46032

jdilbone@presidio.com
(p) +1.317.660.3016

Customer#: CITYB011
Account Manager: James Dilbone
Inside Sales Rep: Christy Beard
Title: Showers West Side Conversion
Comments: Presidio will program doors from Showers West side into COB access control software.

Contract Vehicle: *Open Market

#	Part #	Description	Unit Price	Qty	Ext Price
1	PS-SVC-PHYSEC-FF	Physical Security Presidio Professional Services Fixed Fee	\$1,450.00	1.0000	\$1,450.00
				Sub Total:	\$1,450.00
				Grand Total:	\$1,450.00



QUOTE: 2001823016160-01

DATE: 03/03/2023

PAGE: 2 of 3

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing

- CLIENT is invoiced for hardware ("goods") upon shipment from the manufacturer and shall accept and pay for partial shipments. Software is invoiced upon shipment of media or when download capability is provided. OEM services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
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- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.

Warranty and Limitation of Liability

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

Cancellation Policy

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.
- Delivery of software licenses are agreed to be accepted in electronic form from the third party software company. Otherwise, you agree to self-accrue any applicable sales tax at the rate in effect for the jurisdiction.

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEX or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

SmartNet (Third party Maintenance)



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- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)
- Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically. Otherwise, you agree to self-accrue applicable sales tax.

Confidential Information.

- CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

Export Law Compliance.

- CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

- Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

**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 subService Provider 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: _____

County of Residence: _____

Notary Public’s Signature

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 _____, 2023.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

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: _____

County of Residence: _____

Notary Public's Signature

Printed Name of Notary Public