

AGENDA
REDEVELOPMENT COMMISSION
May 3, 2021 at 5:00 p.m.

*Per the Governor's Executive Orders 20-04, 20-08, and 20-09, this meeting will be conducted electronically.
The public may access the meeting at the following link:*

*<https://bloomington.zoom.us/j/92847144659?pwd=MjBZejNib2dBZDBsQjIzZFNYVW5MZz09>
Meeting ID: 928 4714 4659 -- Passcode: 308231*

- I. ROLL CALL**
- II. READING OF THE MINUTES** –April 19, 2021
- III. EXAMINATION OF CLAIM REGISTER** – April 16, 2021 for \$93,586.81 and April 30, 2021 for \$289,177.76
- IV. EXAMINATION OF PAYROLL REGISTERS**–April 9, 2021 for \$30,721.31 and April 23, 2021 for \$34,542.12
- 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 21-23: Approval of Neighborhood Improvement Grant Distribution
 - B. Resolution 21-24: Approval of Contract for Landscape Maintenance in the Trades District
 - C. Resolution 21-25: Right of Entry to Mannered Mutts Training for Access to Trades Districts Lots
 - D. Resolution 21-26: Determination of No Excess Assessed Value in Allocation Areas
- VII. BUSINESS/GENERAL DISCUSSION**
- IX. 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 19, 2021, at 5:00 p.m. via ZOOM, with David Walter, Vice-President, and Nicholas Kappas, President Presiding
<https://catstv.net/m.php?q=9585>

I. ROLL CALL

Commissioners Present: Nicholas Kappas, Cindy Kinnarney, David Walter, Deborah Myerson, Deb Hutton, Cathy Fuentes-Rohwer (MCCSC Representative) and April Hennessey (MCCSC Representative)

Commissioners Absent: None

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

Others Present: Larry Allen, Attorney, City Legal Department; Mary Morgan, Chamber of Commerce; Dave Askins, B Square Beacon; Amber Skoby, Bloomington Housing Authority; Peter Levavi-Brinshore; Josh Scism, CORE Planning; Alex Crowley; Director, Economic and Sustainable Development

- II. READING OF THE MINUTES** – Cindy Kinnarney moved to approve the April 5, 2021, minutes. Deb Hutton seconded the motion. The motion passed unanimously.
- III. EXAMINATION OF CLAIM REGISTER** – Deb Hutton moved to approve the claim register for April 2, 2021, for \$855,276.62. Cindy Kinnarney seconded the motion. The motion passed unanimously.
- IV. EXAMINATION OF PAYROLL REGISTERS** – Cindy Kinnarney moved to approve the payroll register for March 26, 2021, for \$30,985.33. Nick Kappas seconded the motion. The motion passed unanimously.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A.** Director’s Report. John Zody was available to answer questions.
 - B.** Legal Report. Larry Allen was available to answer questions.
 - C.** Treasurer’s Report. Jeffrey Underwood was not present at the meeting.
 - D.** Business Development Updates: Alex Crowley stated on Saturday, April 17, the Trades District Garage had a formal ribbon cutting. Cindy Kinnarney represented the Redevelopment Commission.
- VI. NEW BUSINESS**
- A.** Election of Officers: Nick Kappas nominated himself for President. The board unanimously approved via roll-call, Nick Kappas as president.

David Walter will continue as Vice-President and Cindy Kinnarney will continue as Secretary.
 - B.** Update on the Development of the Kohr Building on the Old Hospital Site. Alex Crowley stated on behalf of city staff we issued a request for information (RFI) on March 1, 2021, to seek development of partners for the adaptive re-use of the Kohr Administration building. RFI responses were due on April 5, 2021. Crowley said six (6) responses were received. On April 13, the steering committee convened to review the proposals. The

committee unanimously selected a group represented by Brinshore and the Bloomington Housing Authority, as well as a number of other players, who we feel has the best combination of plan for the site, capabilities in their grouping, and outcomes from their presentation.

Crowley said that this particular proposal will be pursuing 9% low-income housing tax credit financing. The application for the financing is due on July 26, 2021 with an award at the end of the year. Staff is requesting to work on behalf of the RDC to support that application development process. Crowley said the process will include providing information, access to the facility for due diligence and also potentially facilitating some local incentives that would be probably be necessary to yield the outcome we are seek.

David Walter was the RDC representative on the steering committee. He said the committee received very good responses to the RFI and is satisfied with how the committee voted.

Deb Hutton asked who the architect will be. Alex Crowley said Springpoint Architects. Deb Hutton said the Kohr building doesn't have self-sufficient utilities and was always attached to another building. Hutton asked if this will be an independent building or if another building will be attached to provide the utilities. Alex Crowley replied, this will be a stand-alone, self-sufficient building.

Crowley wanted to be clear that there is always a possibility we will end up in a situation needing to revisit whether or not to keep this building.

Debra Myerson asked Crowley to provide more details regarding the nature of the proposal and the vision of re-use for the building. Crowley said the project is geared toward the lower end of the affordable housing area median income (AMI) spectrum. One aspect a set-aside number of units for the permanently supportive housing for the unhoused. The total unit count remains to be seen.

David Walter said all of the proposals looked at renovating the Kohr building and included approximately 16 units.

Nicholas Kappas read into the recording a question from Dave Askins, B Square Beacon. Askins requested copies of the six proposals. He asked what 9% financing means in terms of LIHTC financing. Alex Crowley will follow-up with Askins personally. Larry Allen said proposals are confidential until an award has been made. Allen said as soon as we make that award, we will follow-up and try to get those records to the extent we can, under the law.

Alex said the next step is to formally inter into an agreement with the selected partner and bring that agreement to the RDC for approval.

- C. Resolution 21-22: Authorization of Environmental Improvement for the Dimension Mill. Larry Allen stated the City hired VET Environmental Engineering to perform indoor air testing to investigate the sources of a persistent and lingering odor that is present in two of the offices in the Dimension Mill. There was no clear source identified, and VET recommended ongoing monitoring of the radon levels, which at the time of testing remained below levels permitted by the Environmental Protection Agency and the World Health Organization. The City is now procuring a quote to install a radon mitigation system in the Dimension Mill, which VET believes will prevent any future radon issues and will mitigate the odor within the offices. Allen said staff will negotiate an agreement

with VET for the services and is requesting authorization from the RDC for an amount not to exceed \$10,000 to install the radon mitigation system.

Nicholas Kappas asked for public comment. There were not comments from the public.

Deb Hutton made a motion to approve Resolution 21-22, via roll-call vote. Cindy Kinnarney seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT – Cindy Kinnarney moved to adjourn. David Walter seconded the motion. The board unanimously approved adjournment.

Nicholas Kappas, President

Cindy Kinnarney, Secretary

Date

**21-23
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

APPROVAL OF NEIGHBORHOOD IMPROVEMENT GRANT DISTRIBUTION

WHEREAS, the City of Bloomington, Indiana, has a Neighborhood Improvement Grant Program under which general fund monies, (Fund #1011515100053960) in the amount of Twenty-Seven Thousand Dollars (\$27,000.00), 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 Ind. Code § 36-7-14-11(4); and

WHEREAS, the advice and input of the community as to the allocation of the Neighborhood Improvement Grant Program funds has been solicited and received through the efforts of the Council for Neighborhood Improvement Grants; 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 the following seven (7) Neighborhood Improvement Grant Program Projects:

- **Bloomington Housing Authority Resident Council**

Funds requested from the City	\$5,639.15
Neighborhood match amount	<u>\$3,308.00</u> (59%)
Total Project Cost	\$8,947.15

Recommended funding **\$5,019.16**

The Bloomington Housing Authority Residents' Council's requests funds to address sanitation issues within their three communities: Crestmont, Rev Butler, and Walnut Woods. They propose to place trash cans and cigarette butt disposal cans near all existing benches and pet waste stations in open areas (approximately one per acre in common green spaces).

Recommended funding will cover all requested expenses with one exception: a reduction in the number of trash cans from eight to five.

- **EverGreen Village Neighborhood**

Funds requested from the City	\$1,906.00
Neighborhood match amount	<u>\$ 300.00</u> (16%)
Total Project Cost	\$2,206.00

Recommended funding **\$1,107.60**

The EverGreen Village neighborhood requests funds for a neighborhood entrance sign and several smaller educational signs that would provide information about rain gardens and native plants.

Recommended funding will cover the cost of the neighborhood entrance sign, and a smaller than requested number of educational signs of the neighborhoods choosing.

- **Near West Side Neighborhood Association: \$2,743.00**

Funds requested from the City	\$2,743.00
Neighborhood match amount	<u>\$4,857.00</u> (177%)
Total Project Cost	\$7,600.00

Recommended funding **\$2,743.00**

The Near West Side Neighborhood Association requests funds to paint murals on the five traffic calming circles within the neighborhood. The theme of the murals will celebrate the diverse history of the Near West Side.

Recommended for full funding.

- **Prospect Hill Neighborhood Association**

Funds requested from the City	\$11,177.00
Neighborhood match amount	<u>\$1,120.00</u> (10%)
Total Project Cost	\$12,297.00

Recommended funding **\$4,410.00**

The Prospect Hill Neighborhood Association requests funds to place two benches and twelve way finding signs in the Rose Hill Cemetery. This is the continuation of a grant request that was partially funded in 2020.

Recommended funding will cover the cost of seven signs and zero benches.

- **St. James Woods Neighborhood Association**

Funds requested from the City	\$8,651.79
Neighborhood match amount	<u>\$3,300.00</u> (38%)
Total Project Cost	\$11,951.79

Recommended funding **\$5,491.79**

The St. James Woods Neighborhood Association requested funds to revitalize the landscaping on a City-owned parcel at the entrance to their neighborhood, along E Moores Pike. This would include additional plantings, erosion control, inclusion of rock/boulders, stump removal, tree trimming, and mulch.

Recommended funding will cover the full cost of the work to be done. The recommended amount is less than the requested amount due to the elimination of landscape architect services and a survey, as staff determined these to be unnecessary.

- **Village of Ridgefield Homeowners Association**

Funds requested from the City	\$3,973.85
Neighborhood match amount	<u>\$1,346.00</u> (34%)
Total Project Cost	\$5,319.85

Recommended funding **\$3,973.85**

The Village of Ridgefield Homeowners Association requested funds to place four ADA-compliant benches within their neighborhood.

Recommended for full funding.

- **Woodlands-Winding Brook Homeowners Association**

Funds requested from the City	\$5,662.10
Neighborhood match amount	<u>\$2,880.00</u> (51%)
Total Project Cost	\$8,542.10
Recommended funding	\$4,254.60

The Woodlands-Winding Brook Homeowners Association requested funds to place new neighborhood signs on either side of their neighborhood entrance, and to plant trees along E Rogers Road. Their previous sign and stand of trees were both removed when the City constructed a new walking path in the area.

Recommended funding will cover the cost of neighborhood entrance signs. Funding for trees was eliminated, as these may be available through another City program.

BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas, President

ATTEST:

Cindy Kinnarney, Secretary

Date

**21-24
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF CONTRACT FOR
LANDSCAPE MAINTENANCE IN THE TRADES DISTRICT**

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

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

WHEREAS, as part of the upkeep of the newly renovated infrastructure in the Trades District, and perform plant maintenance at other RDC properties, the RDC desires to have a landscaping firm perform regular maintenance for 2021 (“Services”); and

WHEREAS, City Staff have brought an Agreement with Nature’s Way, which is attached to this Resolution as Exhibit A, to provide the Services for an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00); and

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

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

1. The RDC finds the above described expenditures to be an appropriate use of the available funds, and finds that the Services serve the public’s best interest.
2. The RDC hereby approves the Agreement attached to this Resolution as Exhibit A, and authorizes funding for the agreement from Account Number 444-15-150000-53990 in amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00).
3. The funding authorization contained in this Resolution shall terminate on December 31, 2021, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas, President

ATTEST:

Cindy Kinnarney, Secretary

Date

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

This Agreement, entered into on this ____ day of _____, 2021, by and between the City of Bloomington Redevelopment Commission (the “RDC”), and Nature’s Way, Inc. (“Contractor”),

WITNESSETH:

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

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

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

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

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

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

Article 3. Responsibilities of the RDC

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

Article 4. Compensation

The RDC shall pay Contractor for all fees and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the RDC upon the completion of the Services described in Article 1. The invoice shall be sent to:

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

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Contractor shall perform the Services as detailed in Exhibits A and B through December 31, 2021, and in coordination with the RDC's Project Manager. The time limits established by this Agreement shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The RDC may terminate or suspend performance of this Agreement at the RDC's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the RDC, and the RDC shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the RDC, as set forth in Article 10 herein.

Article 8. Identity of the Contractor

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

Article 9. Ownership of Documents and Intellectual Property

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

Article 10. Independent Contractor Status

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

Article 11. Indemnification

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

Article 12. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the RDC, and the officers, employees and agents of

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

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

Article 13. Conflict of Interest

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

Article 14. Waiver

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

Article 15. Severability

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

Article 16. Assignment

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

Article 17. Third Party Rights

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

Article 18. Governing Law and Venue

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

Article 19. Non-Discrimination

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

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

Article 20. Compliance with Laws

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

Article 21. E-Verify

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit C, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

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

Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract

with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices

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

RDC:

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

Contractor:

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

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

Article 23. Intent to be Bound

The RDC and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 24. Integration and Modification

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

Article 25. Non-Collusion

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

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

CITY OF BLOOMINGTON

NATURE'S WAY, INC.

Philippa M. Guthrie, Corporation Counsel

Valaurie Zygnowicz, Vice President

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

Nicholas Kappas, President

Cindy Kinnarney, Secretary

EXHIBIT A - “Scope of Work”

1. Site Locations

- a. The areas requiring landscape maintenance services are shown in Attachment A. The areas include, irrigated and non-irrigated landscape beds, tree grates, paver grates, paver brick sidewalks and plazas, planter pots, mulched rings at bases of trees, and an irrigation system with backflow preventer.

2. Manual Weed Control

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

3. Chemical Weed Control

- a. Herbicides may not be used to control weeds without prior approval of the City of Bloomington. To request approval to use herbicides, the Contractor must submit a plan in writing to the City that includes the exact areas to be treated, the reason for treatment, the name of the herbicide(s) that will be used, the proposed dates and times of chemical application, proof of required pesticide applicator licenses, and the signage or access restrictions the contractor will implement to prevent exposure to the public.
- b. Any use of herbicides must be consistent with the City of Bloomington Parks and Recreation Integrated Pest Management Plan. A copy can be downloaded at this link: <https://bloomington.in.gov/sites/default/files/2017-05/Bloomington%20Parks%20and%20Recreation%20Integrated%20Pest%20Management%20Plan.pdf>

4. Mulching

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

5. Edging

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

6. Pruning

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

7. Watering

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

8. Fall Clean-Up

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

9. Seasonal Plantings in Planter Pots

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

10. Irrigation System

- a. Provide operational and maintenance oversight for the irrigation system according to the manufacturer's recommendations.
 - i. Controller Type: Rainbird ESP-LXD Controller

- b. Promptly notify the City of Bloomington of any irrigation system operational issues or maintenance needs that are outside this scope of work.
- c. Annually, perform backflow testing for the irrigation system. Submit the required reports, and provide a file copy to the City.

EXHIBIT D

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2021.

Nature’s Way, Inc.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2021.

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission Number: _____

21-25
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA

RIGHT OF ENTRY TO MANNERED MUTTS TRAINING, LLC
FOR ACCESS TO TRADES DISTRICT LOTS

WHEREAS, the Redevelopment Commission of the City of Bloomington owns property at within the Trades District platted as Lots 2 and 3, which is south of West 11th Street, east of Rogers Street, north of 10th Street, and west of Madison Street, recorded as Instrument 2019002507 in the Office of the Monroe County Recorder (the “RDC Property”); and

WHEREAS, the RDC Property is vacant and covered in grass and adjacent to the Trades District common areas; and

WHEREAS, Mannered Mutts, LLC (“Mannered Mutts”) would like to use the Property once a month as part of its dog training (“Activities”); and

WHEREAS, Mannered Mutts requires a grant of right of entry and release of liability to enter and perform the Activities upon the RDC Property; and

WHEREAS, the Parties wish to enter into the Right of Entry and Release attached to this Resolution as Exhibit A, whereby the RDC will allow Solution tree to conduct the Activities on the RDC Property, and such Right of Entry shall exist until December 31, 2021.

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

1. The Agreement for Right of Entry Agreement in Exhibit A is approved.
2. Nicholas Kappas is authorized to sign the Right of Entry Agreement on behalf of the Redevelopment Commission.

BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas, President

ATTEST:

Cindy Kinnarney, Secretary

Date

AGREEMENT FOR RIGHT OF ENTRY AND RELEASE

WHEREAS, the City of Bloomington Redevelopment Commission, (hereafter "Owner") is the owner of real property located within the Trades District between 11th Street, Maker Way, Rogers Street, and Madison Street in Bloomington, Indiana and platted in Trades District Amendment 1 Final Plat, which recorded as Instrument No. 2019002507 in the Office of the Monroe County Recorder (hereinafter "the Property"); and

WHEREAS, the Property is currently a vacant lot covered in grass; and

WHEREAS, Mannered Mutts Training, LLC ("MMT") would like to use the Property two to three times per month for dog training activities ("Activities"); and

WHEREAS, the Activities would begin on the effective date of this Agreement and continue until the end of the year; and

WHEREAS, due to the inherent nature of the field, training of animals, and the physical activity involved, the Activities carry a risk of physical injuries to participants and the animals being trained;

NOW, THEREFORE, the parties agree as follows:

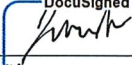
1. Owner grants MMT and their employees a right of entry onto the Property for the Activities, as previously described.
2. MMT may conduct its Activities on the Property beginning on the effective date below and continuing through December 31, 2021, for a nominal fee of Ten Dollars (\$10.00) per month.
3. The Owner may terminate MMT's right of entry to the property upon 60 days' notice to MMT.
4. MMT agrees to indemnify, release, and hold harmless the Owner from any and all claims, damages, losses, liabilities, expenses, or injuries arising directly or indirectly from MMT's Activities on the Property, including but not limited to personal injury to its employees or any other individual harmed by the Activities, the animals being trained, or property damage.
5. This Agreement may be extended by mutual agreement of the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below:

BLOOMINGTON
REDEVELOPMENT COMMISSION

MANNERED MUTTS TRAINING, LLC

Signature

DocuSigned by:

Signature ID: 80A7434...

Printed Name and Title

Jillian Rich

Printed Name and Title MMT Owner

Date: _____

Date: 4/19/2021

21-26
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA

DETERMINATION OF NO EXCESS ASSESSED VALUE IN THE ALLOCATION AREAS

WHEREAS, the City of Bloomington currently has two allocation areas for purposes of capturing tax increment revenues pursuant to Indiana Code § 36-7-14-39 and Indiana Code § 36-7-14-39.3: (1) the Consolidated Allocation Area and (2) the North Kinser Road and Prow Road Allocation Area; and

WHEREAS, both the Consolidated Allocation Area and the North Kinser Road and Prow Road Allocation Area were created by the Redevelopment Commission of the City of Bloomington ("RDC") and the Common Council of the City of Bloomington ("Common Council") pursuant to Indiana Code 36-7-14; and

WHEREAS, the Consolidated Allocation Area was created by consolidating several new and existing allocation areas, including: (1) the Adams Crossing Allocation Area (as originally created in 1993 and as expanded in 2000 and 2009); (2) the Downtown Allocation Area (as originally created in 1985 and as expanded in 1990 and 2010); (3) the Tapp Road Allocation Area (as originally created in 1993 and as expanded in 2003); (4) the Thomson/Walnut-Winslow Allocation Area (as originally created in 1991 and as expanded in 1993 and 2002); (5) the Whitehall/West Third Street Allocation Area (as originally created in 1998 and as expanded in 2000); (6) the West 17th Street Allocation Area (as originally created in 2015); (7) the Seminary Allocation Area (as originally created in 2015); (8) the West Third Street Allocation Area (as originally created in 2015); (9) the Bloomfield Road Allocation Area (as originally created in 2015); (10) the Thomson/Walnut-Winslow Expansion #1 Allocation Area (as originally created in 2015); (11) the Thomson/Walnut-Winslow Expansion #2 Allocation Area (as originally created in 2015); (12) the Thomson/Walnut-Winslow Expansion #3 Allocation Area (as originally created in 2015); (13) the South Walnut Allocation Area (as originally created in 2015); (14) the Tapp Road Expansion #2 Allocation Area (as originally created in 2015); (15) the Tapp Road Expansion #3 Allocation Area (originally created in 2015); and (16) the Fullerton Pike Allocation Area (originally created in 2015); and

WHEREAS, pursuant to Indiana Code § 36-7-14-39(b)(4), the RDC is required to determine the amount, if any, by which the assessed value of the taxable property in the allocation area for the most recent assessment date minus the base assessed value, when multiplied by the estimated tax rate of the allocation area, will exceed the amount of assessed value needed to produce the property taxes necessary to make, when due, principal and interest payments on bonds described in Indiana Code §

36-7-14-39(b)(3), plus the amount necessary for the other purposes described in Indiana Code § 36-7-14-39(b)(3);

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

1. The Redevelopment Commission has determined:
 - a. there is no excess assessed value from the Consolidated Allocation Area or the North Kinser Road and Prow Road Allocation Area that may be allocated to the respective taxing units for budget year 2021 pursuant to Indiana Code § 36-7-14-39; and
 - b. all potential captured assessment (as defined in 50 Ind. Admin. Code 8-1-16) with respect to the Consolidated Allocation Area and the North Kinser Road and Prow Road Allocation Area in 2021 shall be captured assessment (as defined in 50 Ind. Admin. Code 8-1-16).
2. The County Auditor, the Common Council, the officers who are authorized to fix budgets, tax rates, and tax levies under Indiana Code § 6-1.1-17-5 for each of the other taxing units that is wholly or partially located within the Consolidated Allocation Area or the North Kinser Road and Prow Road Allocation Area shall be notified by sending Exhibit A via Certified Mail Return Receipt Requested or Hand Delivery with written confirmation of receipt. The Department of Local Government Finance shall be notified by sending Exhibit A or the information contained within Exhibit A electronically. Staff is asked to ensure these notices are provided by June 15, 2021, the deadline set in Indiana Code § 36-7-14-39(b)(4).

BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas, President

ATTEST:

Cindy Kinnarney, Secretary

Date

May _____, 2021

(VIA HAND DELIVERY or VIA CERTIFIED MAIL, RETURN RECEIPT
REQUESTED)

[Address Block]

Re: City of Bloomington Redevelopment Commission

Dear [Officer Authorized to Fix Budgets, Tax Rates, and Tax Levies]:

The City of Bloomington currently has two allocation areas—(1) the Consolidated Allocation Area and (2) the North Kinser Road and Prow Road Allocation Area—for purposes of capturing tax increment revenues pursuant to Indiana Code Section 36-7-14-39 and Indiana Code Section 36-7-14-39.3.

The Consolidated Allocation Area was created in 2015 when sixteen allocation areas were consolidated into the Consolidated Allocation Area. These allocation areas are: (1) the Adams Crossing Allocation Area (as originally created in 1993 and as expanded in 2000 and 2009); (2) the Downtown Allocation Area (as originally created in 1985 and as expanded in 1990 and 2010); (3) the Tapp Road Allocation Area (as originally created in 1993 and as expanded in 2003); (4) the Thomson/Walnut-Winslow Allocation Area (as originally created in 1991 and as expanded in 1993 and 2002); (5) the Whitehall/West Third Street Allocation Area (as originally created in 1998 and as expanded in 2000); (6) the West 17th Street Allocation Area (as originally created in 2015); (7) the Seminary Allocation Area (as originally created in 2015); (8) the West Third Street Allocation Area (as originally created in 2015); (9) the Bloomfield Road Allocation Area (as originally created in 2015); (10) the Thomson/Walnut-Winslow Expansion #1 Allocation Area (as originally created in 2015); (11) the Thomson/Walnut-Winslow Expansion #2 Allocation Area (as originally created in 2015); (12) the Thomson/Walnut-Winslow Expansion #3 Allocation Area (as originally created in 2015); (13) the South Walnut Allocation Area (as originally created in 2015); (14) the Tapp Road Expansion #2 Allocation Area (as originally created in 2015); (15) the Tapp Road Expansion #3 Allocation Area (originally created in 2015); and (16) the Fullerton Pike Allocation Area (originally created in 2015).

This letter is to notify you, pursuant to Indiana Code § 36-7-14-39 and 50 Ind. Admin. Code 8-2-4, on behalf of the Commission, that the Commission has determined that, for budget year 2021, the Commission will need to capture all of the incremental assessed

value from the Consolidated Allocation Area and the North Kinser Road and Prow Road Allocation Area in order to generate sufficient TIF Revenues to meet the Commission's outstanding debt service obligations, to pay for projects that are located in or directly serve or benefit the Consolidated Allocation Area and the North Kinser Road and Prow Road Allocation Area, and to meet other purposes permitted by Indiana Code § 36-7-14-39(b)(3).

Therefore, the Commission has determined that (a) there is no excess assessed value from the Consolidated Allocation Area or the North Kinser Road and Prow Road Allocation Area that may be allocated to the respective taxing units for budget year 2021 pursuant to Indiana Code 36-7-14-39(b), and (b) all potential captured assessment (as defined in 50 Ind. Admin. Code 8-1-16) with respect to the Consolidated Allocation Area and the North Kinser Road and Prow Road Allocation Area in 2021 shall be captured assessment (as defined in 5 Ind. Admin. Code 8-1-10).

Sincerely,

Nicholas Kappas
President, Bloomington Redevelopment Commission