# **ARP Neighborhood Formal Application - Industry Neighborhood Association**

Time Stamp	8/1/23, 2:34 PN	1
Contact Name	Joy Rediger	
Treasurer Name	Pat Akins	
Amount Requested	\$ 46,238.55	Amount in Full

# Describe the Scope of the Project(s), including estimated timeline.

## 1.Install a new AC unit at Heekin Park Cabin #3

agreed to pay for 50% of this project. It's our intention to hire Mike's King Heating and Cooling, whose quote was for a total of \$7080. Depending on the contractor's schedule, we would anticipate this project could be completed late Fall 2023 at the earliest and Spring 2024 at the latest.

\$ 3,540.00

\$ 2,000.00

\$ 2,000.00

\$ 38,698.55

## 2. Support the Industry Neighborhood Gateway Beautification Project

This project will be in collaboration with Urban Light Community Development. At the southwest corner of Willard & Madison, a neighborhood sign and landscaping will be installed with a tentative completion date of late October 2023. Outside of this proposed funding, the project is fully funded.

## 3. Purchase Christmas decorations for Heekin Park

Decorating the Heekin Park cabins for the Christimas Holiday is a way for residents to take pride in the neighborhood and park. This funding would help replenish the supply of decorations. These items would be purchased before Christmas of 2023.

## 4. Resident Micro-Grants.

Residents will have the opportunity to apply for a micro-grant in support of an exterior beautification project at their home and/or property.

# Are you applying to any other organizations for additional funding?

No

# If the above answer is yes, provide the source and amount of other funds and if the Neighborhood Association is already in possession of those funds.

# Describe how the ARP funding will impact the Neighborhood association.

The Industry Executive Officer Committee desired for the ARP projects to benefit the most residents as possible. For many years, neighbors have cited a need for air conditioning in Heekin Park Cabin #3. We believe by collaborating with the Parks Dept on this project that Industry neighbors will feel they their concern was adequately heard.

Lastly, resident responses regarding their thoughts on how the ARP funding should be used was concentrated highly in the areas of beautification and sense of community. We hope the micro-resident grants can bring neighbors together for projects and also beautify the neighborhood at the same time. It's our hope the Christmas Decorations for Heekin Park will also bring a sense of community and beautification to the neighborhood.

# How will the project(s) be measured and evaluated?

- 1. Documenting the number of participants engaging in the micro-grant process
- 2. Resident comments made during neighborhood association meetings about projects 1-3.
- 3. Resident attendance at the Association meetings (with the hope attendance will increase)

Starting in February 2022, we left space in our monthly meetings agenda for ARP discussion. The only time this wouldn't have happened if we had a special occasion (i.e. Christmas Party) or obviously if the the meeting was cancelled. A post card was also sent in early August 2022 inviting folks to participate in an online survey regarding the ARP funding. CS Kern was hired to create a mailing list of the Industry neighborhood. 545 households received the postcard. This postcard also invited folks to attend a Summer picnic on August 20th; where they could participate in the survey in-person.

We will use a post-card again to encourage residents to apply for the resident project funds.



PIENIE August 20th 1-4 PM

HEEKIN PARK CABIN #3



# PROPOSAL



#### 765.284.7720 / mitch.rivers@bullockheating.com

PROPOSAL SUBMITTED TO		PHONE	DATE	
Urban Light – 1797 S Hackley		765-748-3309	1/12/2023	
STREET		JOB NAME		
P.O. Box 3185		Cabin #3 HVAC		
CITY, STATE, ZIP		JOB LOCATION		
Muncie, IN 47307		1797 S Hackley St., Muncie, IN 47302		
ARCHITECT	DATE OF PLANS	FAX	JOB PHONE	

We hereby propose to furnish materials and labor necessary for the completion of:

Install a new Heil 80% furnace and 13 SEER AC.

-Mount the AC on a bracket up high to deter theft.

-High voltage and low voltage for AC.

-Copper lineset, brazed, pressure-tested, and evacuated.

-Replace metal flue and flashing.

-New d	digital	therm	ostat.
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-Adapt to existing ductwork and gas piping.

-5yr parts, 1yr labor warranty.

WE PROPOSE hereby to furnish material and labor, complete in accordance with the above specification, for the sum of:

Eight thousand, seven hundred thirty-four

\_ dollars (\$ <u>8,734</u>

Payment to be made as follows: <u>50% deposit & 50% upon completion / Credit card payment with added 2.5% convenience fee /</u> You may gualify for third-party financing, so ask us about financing options!

Services or Finance Charges are applicable on past due accounts at the rate of 1.5% per month on amounts 30 days past due, which is equal to an Annual Percentage Rate of 18%.				
All material is guaranteed to be as specified. All work is to be completed in a substantial workmanlike manner according to the specifications submitted per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays	Authorized Signature			
beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.	Note: This proposal may be withdrawn by us if not accepted within 15 days.			
ACCEPTANCE OF PROPOSAL. The above prices, specifications, and conditions are satisfactory and are hereby accepted. I hereby authorize <b>Bullock Heating and</b> <b>Cooling</b> to do the work as specified. Payment will be made as outlined above.				
Signature	Date			
Signature	Date			



## PROPOSAL

#### 19751 North County Road 175 West

Muncie, Indiana 47303

765-396-"MIKE" 6453

Proposal Submitted To	Phone	Date
Joy Rediger		February 21, 2023
Street	Job Location	
	Cabin #3 Heekin Park	
City, State and Zip Code	Email Address	
	jrediger@urbanlightcdc.org	

#### We are pleased to submit this proposal for:

Install (1) Tempstar 80% 90,000 BTU furnace, (1) Tempstar 3 ton 13 SEER AC, (1) Tempstar 3 ton cased coil, new
lineset, wall brakets, disconnect, electrical to outdoor unit and drain, increase grill/filter size at return duct, mount
condenser high on West end gable and adapt to existing ductwork, run new flue through roof, gas and electrical.

Warranty Information
10 Years - Parts
1 Year Labor

#### \* All Above Work Is At Today's Prices \*

We Propose hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of: dollars (\$ **7,080.00** 

## Seven thousand eighty

shall be added to the amount due on the account, plus any applicable court costs.

Payment to be made as follow:				
Progressive Billing with Bala	ince Due on Compl	letion		
We gladly accept M/C & Visa and 2% conv	enience fee will be added	to the invoice.		
All Material is guaranteed to be as specified. All work to be completed in a workmanlike	Authorized Signature			
manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become as extra		Meliss	a Ayres	
charge over and above the estimate. All agreements contingent upon strikes, accidents or	Estimator	Mike Weaver	& Brandon Gill	lespie
delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.		oosal may be withdra ccepted within	·	days
Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. you are authorized to do the work as specified. Payment will be made as outlined above	Signature			
If not paid in full in (30) days I/we agree that in the event of default in payment, reasonable	Date of Accept	ance:		
collection agency fees equal to 50% of the delinquent balance and reasonable attorney fees,				



Date: July 16, 2021 Job#: 14714 RM: Cheryl Crabtree

Proposal To: Urban Light Community Development 1400 S Madison St Muncie, IN 47302 Proposal for: Industry Neighborhood Gateway 501 E. Willard St. Muncie, IN 47302

## **Gateway Sign Landscape Installation**

#### Landscape Installation

\$16,900.00

After the construction of the sign has finished, we will install the landscape per the design provided.

- Landscape fabric to be installed as a based to all landscape beds
- Landscape beds to be covered in standard river rock or oversized cobble as described on the design
- Beds will be edged with flagstone pavers. Beneath the pavers will be a 3" base of crushed limestone and a 1" base of leveling sand
- Plantings will need to have a watering plan in place before installation. Jay-Crew can provide watering services at \$220 / visit. We would schedule this for 3x / week for 4-6 weeks following installation.
- Trees will receive black hardwood mulch rings around each tree with a spade cut edge

	Details	
3.0	(7`)	Black Hills Spruce
4.0	(2")	Flowering Crabapple
5.0	(05` WB)	Emerald Green Arborvitae
8.0	(5 Gal.)	Hydrangea
12.0	(3 Gal.)	Maiden Grass
20.0	(1 Gal.)	Hameln Dwarf Fountain Grass
27.0	(1 Gal.)	Zagreb Coreopsis
15.0	(1 Gal.)	Walkers Low Catmint
1.0	(Ea.)	Landscape Fabric (3'x300' Roll)
8.0	(Ton)	Rustic Stone Cobblestone
2.0	(Ton)	Flagstone Paver Edging
2.0	(Ton)	# 53 Crushed Limestone
17.0	(Ea.)	Sand - Bagged
3.0	(Ton)	River Rock Stone Mulch
4.0	(Ea.)	Landscape Boulder
1.0	(CY)	Black Dyed Hardwood Mulch

# Proposal



## **Turf Renovation and Seeding**

- The lawn area will be treated with a selective-herbicide 4-5 weeks prior to seeding to kill all weeds
- All seeding should be performed in the fall, prior to October 1 and after September 1
- Lawn areas will be overseeded with a slice seeder

Details

1.0	(Day)	Slice Seeder Fee
40.0	(lb.)	'Wear Green' Fescue Grass Seed
20.0	(lb.)	Starter Fertilizer

Grand Total: \$17,900.00

Our goal is to provide high quality plants and turf products. The success of plants and turf are dependent upon a variety of factors, some of which are beyond our control. Our warranty policies are:

1. Warranty Policy WITH watering agreement: If plants/turf are cared for under a watering & maintenance plan with Jay-Crew or adequately watered with a Jay-Crew maintained automatic irrigation system, we will warranty the following:

- Trees/Shrubs: 1-year warranty from the date of installation
- Perennials: 3-month warranty from the date of installation
- Annual Flowers: 15-day warranty from the date of installation
- Grass Seed: Grass seed will achieve 75% coverage within first 60 days provided seed is installed in April-May or from Aug. 20 Oct. 1
- Sod: 30-day warranty from date of installation

2. Warranty Policy WITHOUT watering & maintenance agreement: (If plants/turf are not cared for under a watering & maintenance plan with Jay-Crew, we will not provide a warranty for any plant or turf material.

- Warranty Note\* Any warranty replacement will be limited to the originally installed item. The replacement item will not carry a warranty.
- Warranty Note\* Warranty will not apply to plants that are affected by items beyond our control such as: Extreme weather, drought, vandalism, Acts of God, etc...
- Note \* All lawn and landscaped areas to be at or very near final grade (+ or .10') and free from rocks, roots, and large construction debris prior to the start of lawn and landscaping work. Planting beds to be left 3" below top of curb.
- Note \* Proposal does not include any bonds or permits.
- Note \* This proposal does NOT include any excavation, installation, placement, or testing of topsoil or removal of existing vegetation. All of this work is to be done by the General Contractor or Excavator prior to the start of lawn and landscaping work.
- Note \* Jay-Crew will mark all public utilities but General Contractor/Owner is responsible for marking all private utilities including, but not limited to, lighting electrical, existing irrigation pipes, etc

## \$1,000.00

# Proposal



- **TERMINATION**: In the event either Party defaults on any of its material obligations, representations, or warranties under this Agreement, defaulting party shall notify the defaulting party, in writing, specifying in sufficient detail the nature and extent of such default, with suppor documentation, and unless, within thirty (30) days after such written notice, the defaulting party remedies the default, the non-defaulting part terminate this Agreement. This Agreement will immediately terminate if: 1) either Party files for bankruptcy or is found Bankrupt; 2) either becomes insolvent or makes an assignment for the benefit of its creditors; or 3) if either party discontinues business. Upon such termination terms and obligations of this Agreement will terminate and become null and void except for the obligations to pay monies due and owing un Agreement.
- **TERMS OF PAYMENT:** Jay-Crew's invoices are due and payable thirty (30) days from the invoice date. All open invoices thirty (30) days past due will be subject to a service charge of one and one half percent (1 1/2%) per month of the amount due. After 60 days, services may be suspended until all balances are made current.
- ATTORNEY'S FEES: Client agrees to pay to Jay-Crew all collection costs, including reasonable attorneys' fees and expenses, incurred by Jay-Crew in collecting any overdue balance. Failure of Jay-Crew at any time to exercise its rights here under shall not be construed as a waiver of such rights or as a bar to the later exercise thereof.
- ASSIGNABILITY: This Agreement shall not be assigned by either party without prior written consent of the other party.
- LIMITATION OF LIABILITY: The parties to this Agreement hereby agree and understand that Jay-Crew's liability shall be limited to actual costs incurred to correct or replace any defective or non-conforming service. Furthermore, Jay-Crew will not be liable for loss or damage of plant material caused by persons not employed by Jay-Crew or extreme acts of nature.
- INDEMNIFICATION BY JAY-CREW: Jay-Crew shall defend, indemnify and save Client, its respective successors, partners, subsidiaries and affiliates and their officers, directors, agents, employees, heirs, personal representatives or assigns (the "Indemnities") harmless from and against any actions, claims, losses, damages, demands liabilities or expenses (including, without limitation, all court costs and reasonable attorneys' fees on account thereof) arising from or related to the work described herein, including, but not limited to, those claims directly or indirectly causes or contributed to in part by any act or omission of Jay-Crew, its agents, employees, subcontractors, material men, or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of the work described herein. Provided, however, that the foregoing shall not apply to the extent of claims caused by the gross negligence or willful misconduct of the party indemnified.
- INDEMNIFICATION BY CLIENT: Client shall defend, indemnify and save Jay-Crew, its respective successors, partners, subsidiaries and affiliates and their officers, directors, agents, employees, heirs, personal representatives or assigns (the "Indemnities") harmless from and against any actions, claims, losses, damages, demands liabilities or expenses (including, without limitation, all court costs and reasonable attorneys' fees on account thereof) arising from Client's negligence, gross negligence, and intentional misconduct, including, but not limited to, those claims directly or indirectly causes or contributed to in part by any act or omission of Client, its agents, employees, subcontractors, material men, or anyone acting under its direction or control or on its behalf. Provided, however, that the foregoing shall not apply to the extent of claims caused by the gross negligence or willful misconduct of the party indemnified.
- **PARTIAL INVALIDITY**: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- APPLICABLE LAW: This Agreement will be governed by and construed in accordance with the laws of the state of Indiana.
- ENTIRE AGREEMENT: This Agreement, including any addendums, supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Jay-Crew for the Client and contains all covenants and agreements between parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, agreements, or undertakings, written or oral, have been made by either party nor relied on by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
- EXPIRATION OF PROPOSAL: This proposal may be withdrawn by Jay-Crew Landscape, Inc. if not accepted within 30 days.

By	By	ĊĊ	
Date	Date	Cheryl Crabtree 7/16/2021	
Urban Light Community Development		Jay-Crew	

\*A 3% fee will be added to all credit card payments to offset the processing fee Jay-Crew is charged by the credit card companies.



## CONTRACT FOR DESIGN & CONSTRUCTION SERVICES

Date: February 2<sup>nd</sup>, 2023

#### **Project Owner:**

Joy Rediger Executive Director Urban Light Community Development 1400 S. Madison St. Muncie, IN 47307 765-748-3309

### **Project Name:**

Industry Neighborhood Gateway Project

# Project Agent:

Joy Rediger

#### **Project Location:**

The project is located at 501 E. Willard St., at the southeast corner of Madison and Willard, Central Township, Delaware County, Indiana.

#### **Project Description:**

The project includes the development and implementation of a gateway sign for the Industry Neighborhood, the installation of landscaping in the form of trees, shrubs, grasses, and hardscape materials, and killing the existing turf and reseeding new turf on the parcel.

#### **Scope of Services:**

#### Phase I – Design & Engineering

FlatLand Resources (FLR) will complete a site survey. Topographic and site data will be collected with a GPS unit and accurate to within 0.1' of the real world elevation. This data will be brought into AutoCAD along with the proposed design to ensure that there are no improvements that will cause ponding or disrupt the existing site drainage patterns. If adjustments to the plan need to be made, the Project Owner will be notified, and the cost estimate will be updated to reflect the necessary changes to the site plan and improvements. Additionally, FLR will provide a qualified individual to oversee the construction to ensure proper implementation per the plan.

#### Phase II – Construction:

FLR will provide labor, equipment, materials, and sub-contractors to construct and complete the project based upon the design. The scope of improvements to be implemented can be found in the fee schedule. The fee schedule includes a watering maintenance plan which entails three waterings a week for six weeks after the vegetation has been planted.



FLATLAND RESOURCES, LLC PO BOX 1293 - MUNCIE, INDIANA 47308 P: 765.284.2328 - F: 765.284.2353

#### **Qualifications:**

- FLR will complete the site survey and design/engineering tasks before the contract is signed for the construction phase of the project.
- If additional services are required, or there is a change in scope, FLR will notify the Owner in writing, and the parties shall negotiate modifications to this agreement before commencement in the change of scope.
- FLR and its agents will be allowed to enter the property for proper execution of work-related • items. FLR will notify the landowner ahead of time as to when they plan on being on site.
- The property owner agrees to indemnify and hold harmless FLR, its agents and employees, from any and all claims, losses, damages, suits, costs and expenses, including attorney's fees, or actions of any nature whatsoever which arrive out of, or are alleged to arise out of the work relating to this project.
- FLR is not responsible for protecting against herbivory (i.e. deer, rodents, etc. damaging or killing trees, shrubs or grasses).
- FLR is not responsible for any damages caused by other human or animal actions.
- FLR and its agents will work directly with the Owner or the Owner's representative for final certification of completed work.
- FLR will provide the following warranty periods for installed vegetation if FLR is utilized for the proposed watering maintenance plan:
  - Trees/Shrubs: 1-year warranty from date of installation
  - Perennials: 3-month warranty from date of installation
  - Grass Seed: Grass will achieve 75% coverage within first 60 days provided seed is installed in April – May or Aug 21<sup>st</sup> – Oct. 1.

#### Additional Services:

It is not anticipated that any soil borings, geotechnical analysis, or any other additional services will need to be conducted to complete this project. If it is determined that additional work is needed beyond the scope provided, FLR can complete these services. These services include but are not limited to:

- **Biological Studies**
- Historic Reviews
- Public Meetings

- Geotechnical Investigations
- Archeological Investigations
- Phase 1 or 2 Environmental review

#### Fee Schedule:

#### Phase I – Design & Engineering

FLR will be compensated on a lump sum and unit price basis for the following amount:

## Three Thousand Five Hundred & Eighty Dollars and 00/100 \$3,580.00



FLATLAND RESOURCES, LLC

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The fee is based upon the following breakdown:

Item	Description	QTY	Unit	Unit Price		Total						
Design/Engineering												
1	Site Survey	1	LS	\$	560.00	\$	560.00					
2	Design & Updated Estimating	1	LS	\$	940.00	\$	940.00					
3	Project Management/Oversight	16	HR	\$	130.00	\$	2,080.00					
	an bernen an ferrer er en er er er er er er e Er er		Design/Engineering Total				3,580.00					

Authorization of Phase I:

Date: 23 2023

ediger **Executive Director Urban Light Community Development** 

Date: 2.2.2023

Phil Tevis Member/Owner FlatLand Resources, LLC

#### Payment:

FLR shall submit invoices once a month at a minimum to the Project Owner or the Owner's agent for services rendered during that calendar month.

The Project Owner or the Owner's Agent hereby agrees that payment will be made for the said Services within 30 days from Project Owner receiving payment from State Funding agency; and in default of such payment, hereby agrees to pay all cost of collection, including reasonable attorney's fees regardless of whether legal action is initiated. The Project Owner or the Owner's Agent hereby acknowledges that unpaid invoices shall accrue interest at 10 percent per annum after they have been outstanding for over 60 days. FLR will reserve the right to suspend work if payments become delinquent. If work is suspended, services will not resume until payment is made in full, including related collection fees, attorney's fees, interest, and late charges.



### Phase II – Construction

FLR will be compensated on a lump sum and unit price basis for the following amount:

## Fifty-two Thousand Three Hundred & Sixty-four Dollars and 15/100 \$52,364.15

The fee is based upon the following breakdown:

ltem	Description	QTY	Unit		Unit Price		Total				
Construction											
1	Mob/Demob (7% of Construction Costs)	1	LS	\$	3,425.69	\$	3,425.69				
2	Construction Engineering/Surveying	1	LS	\$	1,440.00	\$	1,440.00				
3	Excavation	19	CYS	\$	54.00	\$	1,026.00				
4	Monument Sign	1	LS	\$	18,970.86	\$	18,970.86				
5	Colorado Blue Spruce, 6 FT	3	EA	\$	496.80	\$	1,490.40				
6	Japanese Lilac, 2" Caliper	4	EA	\$	510.00	\$	2,040.00				
7	Arborvitae, 5 FT	5	EA	\$	270.00	\$	1,350.00				
8	Hydrangea, 5 Gal.	8	EA	\$	122.40	\$	979.20				
9	Maiden Grass, 5 Gal.	12	EA	\$	68.40	\$	820.80				
10	Dwarf Fountain Grass, 3 Gal.	20	EA	\$	66.00	\$	1,320.00				
11	Coreopsis, 3 Gal.	27	EA	\$	57.60	\$	1,555.20				
12	Walkers Low Catmint, 3 Gal.	15	EA	\$	62.40	\$	936.00				
13	River Rock Beds	3	TON	\$	240.00	\$	720.00				
14	Cobblestone Bed	8	TON	\$	210.00	\$	1,680.00				
15	Flagstone Paver Edging	114	LFT	\$	21.00	\$	2,394.00				
16	4" Sidewalk, 5' wide	42	SYS	\$	129.60	\$	5,400.00				
17	Boulders (4)	4	TON	\$	240.00	\$	960.00				
18	Kill Existing Grass & Seed New	1	LS	\$	1,200.00	\$	1,200.00				
19	Black Hardwood Mulch	1	CYS	\$	120.00	\$	120.00				
20	Watering (3x a week, 6 weeks)	18	EA	\$	252.00	\$	4,536.00				
Subtotal											
Construction Total											



Authorization:

FLATLAND RESOURCES, LLC PO Box 1293 – MUNCIE, INDIANA 47308 P: 765.284.2328 – F: 765.284.2353

Date:

Joy Rediger Executive Director Urban Light Community Development

Date: 9-18'2023

Phil Tevis Member/Owner FlatLand Resources, LLC

#### Payment:

FLR shall submit invoices once a month at a minimum to the Project Owner or the Owner's agent for services rendered during that calendar month.

The Project Owner or the Owner's Agent hereby agrees that payment will be made for the said Services within 30 days from Project Owner receiving payment from State Funding agency; and in default of such payment, hereby agrees to pay all cost of collection, including reasonable attorney's fees regardless of whether legal action is initiated. The Project Owner or the Owner's Agent hereby acknowledges that unpaid invoices shall accrue interest at 10 percent per annum after they have been outstanding for over 60 days. FLR will reserve the right to suspend work if payments become delinquent. If work is suspended, services will not resume until payment is made in full, including related collection fees, attorney's fees, interest, and late charges.

## **CREATE SPATIAL WONDER**

WWW FLATLANDRESOURCES COM



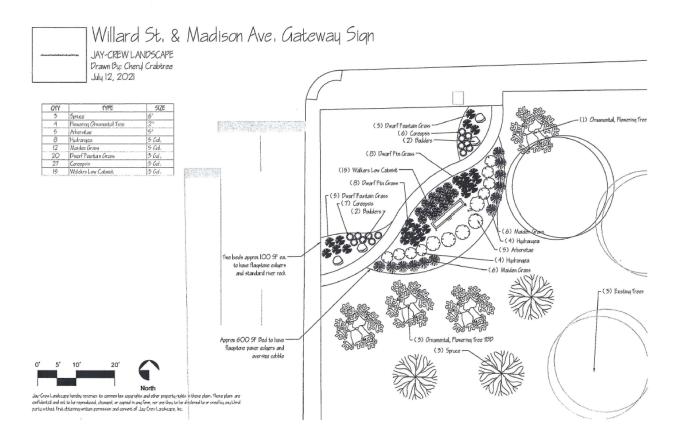
#### **Exhibit 1: Project Location**





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#### Exhibit 2: Site Plan\*



\*Updates to plan and plan elements could change once the site survey and design is completed.

