

AGENDA
REDEVELOPMENT COMMISSION
April 7, 2025 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135
Public Hearing

<https://bloomington.zoom.us/j/88563901760?pwd=VghHeOvIqagbQFvWynFmprRRtAllU2.1>

The City is committed to providing equal access to information. However, despite our efforts, at times, portions of our board and commission packets are not accessible to some individuals. If you encounter difficulties accessing material in this packet, please get in touch with Anna Killion-Hanson, at anna.killionhanson@bloomington.in.gov and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

<https://bloomington.zoom.us/j/88563901760?pwd=VghHeOvIqagbQFvWynFmprRRtAllU2.1>

I. ROLL CALL

II. MINUTES - March 17, 2025

III. EXAMINATION OF CLAIM REGISTERS –March 28, 2025, for \$464,9878.22

IV. EXAMINATION OF PAYROLL REGISTERS –March 21, 2025, for \$51,694.83

V. REPORT OF OFFICERS AND COMMITTEES

- A. Director's Report
- B. Legal Report
- C. Treasurer's Report
- D. Business Development Update
- E. Hopewell Update

VI. NEW BUSINESS

- A. Bid Opening for Hopewell East
- B. Resolution 25-39: Approval of Community Development Block Grant Funding Agreement to Install Bicycle Storage Pods in the Crestmont Affordable Housing Community

Begin Public Hearing

- C. Resolution 25-40: Approval of Citizen Advisory Committee CDBG Allocation Recommendations

End Public Hearing

- D. Resolution 25-41: Approval of Right of Entry for Weber Group II, LLC to access 628 N. Morton
- E. Resolution 25-42: Approval of Revocable Right of Entry for ESD and Artists to use 4th St. Garage
- F. Resolution 25-43: Approval to Undertake Investigations/Due Diligence for BPD at 714 S. Rogers
- G. Resolution 25-44: Approval of Agreement with VET for Environmental Services
- H. Resolution 25-45: Approval of Second Addendum with Ann-Kriss to secure 714 South Rogers St.

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Monday, March 17, 2025, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with President Deborah Myerson presiding:

I. ROLL CALL

Commissioners Present: Deborah Myerson, John West, Sue Sgambelluri, Randy Cassady, and Sam Fleener, MCCSC Representative (Zoom)

Commissioners Absent: Laurie McRobbie

City Staff Present: Christina Finley, Assistant Director, Housing & Neighborhood Development Department (HAND); Margie Rice, Corporation Counsel, Legal Department; Jane Kupersmith, Director, Economic & Sustainable Development (ESD); Anna Dragovich, Capital Projects Manager, ESD; Jessica McClellan, Controller; Office of the Controller; Isabel Piedmont-Smith

Others Present: John Fernandez, Senior Vice-President, The Mill; Mary Krupinski, J.S. Held; Geoff Mckim

II. READING OF THE MINUTES –John West moved to approve the March 3, 2025 minutes. Sue Sgambelluri seconded the motion, which passed unanimously.

III. EXAMINATION OF CLAIM REGISTERS: Sue Sgambelluri moved to approve the March 14, 2025, claim register for \$140,840.95 John West seconded the motion, which passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS: John West moved to approve the March 7, 2025, payroll register for \$51,694.83. Sue Sgambelluri seconded the motion, which passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Christina Finley was available to answer questions.

B. Treasurer's Report: Jessica McClellan was available to answer questions.

C. Legal Report: Margie Rice was available to answer questions.

D. Business Development Updates: Jane Kupersmith was available to answer questions.

E. Hopewell Update: Mary Kurpinski was available to answer questions.

VI. NEW BUSINESS

A. Resolution 25-38: Approval to Petition the Bloomington City Council for the Vacation of a Portion of an Alley in the Trades District. John Fernandez presented Resolution 25-38. Fernandez and City staff answered questions from the commissioners.

Deborah Myerson asked for public comment. There were no comments from the public.

John West moved to approve Resolution 25-38. Sue Sgambelluri seconded the motion, which passed unanimously.

VII. BUSINESS/GENERAL DISCUSSION—

VIII. ADJOURNMENT – Randy Cassady moved to adjourn. John West seconded. The meeting adjourned at 5:25 p.m.

Deborah Myerson, President

John West, Secretary

Date: _____



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

401 N Morton St 240
Post Office Box 100
Bloomington IN 47402

JESSICA MCCLELLAN
CONTROLLER

CONTROLLER'S OFFICE

p 812.349.3412
f 812.349.3456
controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 03-28-2025 (\$464,987.22)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 03-15-2025 to 03-28-2025. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

Cheryl Gilliland-Deputy Controller
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 03-15-2025 to 03-28-2025, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

Margie Rice, Corporation Counsel



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/15/25 - 03/28/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 15 - HAND										
Program 151600 - Title 16										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1R3Y-6X91- J6GV	15-Envelope Sealers, Stamp pad, USB converter, USB Car Charger	Paid by EFT # 64581		03/18/2025	03/18/2025	03/28/2025		03/28/2025	45.44
Account 52110 - Office Supplies Totals									Invoice Transactions 1	\$45.44
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211320 325	06-cell phone chgs 02/12/25-03/11/25- Inv. 287297421132X031920 25	Paid by Check # 79880		03/19/2025	03/19/2025	03/19/2025		03/19/2025	245.78
Account 53210 - Telephone Totals									Invoice Transactions 1	\$245.78
Program 151600 - Title 16 Totals									Invoice Transactions 2	\$291.22
Department 15 - HAND Totals									Invoice Transactions 2	\$291.22
Fund 1101 - General Totals									Invoice Transactions 2	\$291.22
Fund 2209 - LIT - Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7862 - Torrance E Hamilton (Winslow Ranch Marketing, LLC)	1548	15-Social Media Marketing for the HAND Dept-2/28/25	Paid by EFT # 64657		03/18/2025	03/18/2025	03/28/2025		03/28/2025	580.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$580.00
Program 150000 - Main Totals									Invoice Transactions 1	\$580.00
Department 15 - HAND Totals									Invoice Transactions 1	\$580.00
Fund 2209 - LIT - Economic Development Totals									Invoice Transactions 1	\$580.00
Fund 2401 - CDBG -COVID(B20-MW-180013)										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
1618 - Beacon,INC (Shalom)	COVIDCDBG- 3.2025	15-rent due to COVID- 1/1-3/5/25-Final Funds	Paid by EFT # 571		03/18/2025	03/18/2025	03/28/2025		03/28/2025	1,273.20
2002 - Boys & Girls Club Of Bloomington, INC	COVIDCDBG- 3.2025	15-Boys & Girls Club CV3-Ferguson Crestmng Prog-July- Dec 2021	Paid by EFT # 572		03/18/2025	03/18/2025	03/28/2025		03/28/2025	100,000.00
Account 53960 - Grants Totals									Invoice Transactions 2	\$101,273.20
Program 150000 - Main Totals									Invoice Transactions 2	\$101,273.20
Department 15 - HAND Totals									Invoice Transactions 2	\$101,273.20
Fund 2401 - CDBG -COVID(B20-MW-180013) Totals									Invoice Transactions 2	\$101,273.20



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/15/25 - 03/28/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2403 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
1102 - Mother Hubbard's Cupboard	CDBG-2.27.25	15-CDBG 2- Oct-Dec 2024 salaries	Paid by EFT # 573		03/18/2025	03/18/2025	03/28/2025		03/28/2025	16,611.60
Account 53960 - Grants Totals							Invoice Transactions	1		<u>\$16,611.60</u>
Program 150000 - Main Totals							Invoice Transactions	1		<u>\$16,611.60</u>
Department 15 - HAND Totals							Invoice Transactions	1		<u>\$16,611.60</u>
Fund 2403 - CDBG Totals							Invoice Transactions	1		<u>\$16,611.60</u>
Fund 2505 - CC Jack Hopkins NR17-42 (S0011)										
Department 05 - Common Council										
Program 050000 - Main										
Account 53960 - Grants										
242 - Amethyst House, INC	JH24-3.28.25	15-JH24-installation for new carpet @ 215 N. Rogers St.-Final	Paid by EFT # 64584		03/18/2025	03/18/2025	03/28/2025		03/28/2025	250.00
1663 - Citizens for Community Justice	JH24-3.28.25	15-JH24-project mgmt/case mgmt services/supplies Jan/Feb 2025	Paid by EFT # 64617		03/18/2025	03/18/2025	03/28/2025		03/28/2025	9,321.08
7033 - Courage to Change Sober Living, INC	JH24-3.28.25	15-JH24-housing assistance-2-11/3/2024 -Final	Paid by EFT # 64624		03/18/2025	03/18/2025	03/28/2025		03/28/2025	580.00
16862 - Cry Of The Children, INC	JH24-3.28.25	15-JH2024 Grant - craft supplies-Final	Paid by EFT # 64627		03/18/2025	03/18/2025	03/28/2025		03/28/2025	390.44
Account 53960 - Grants Totals							Invoice Transactions	4		<u>\$10,541.52</u>
Program 050000 - Main Totals							Invoice Transactions	4		<u>\$10,541.52</u>
Department 05 - Common Council Totals							Invoice Transactions	4		<u>\$10,541.52</u>
Fund 2505 - CC Jack Hopkins NR17-42 (S0011) Totals							Invoice Transactions	4		<u>\$10,541.52</u>
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7402 - Nature's Way, INC	18	06-Monthly Interior Maint/College Square- March 2025	Paid by EFT # 64718		03/18/2025	03/18/2025	03/28/2025		03/28/2025	93.00
9581 - Compass Commercial Construction Group	COMPTRADE-APP 6	04-Trades Garage Buildout through 02/28/25 - App 6-Inv #240022-6	Paid by EFT # 64622		03/18/2025	03/18/2025	03/28/2025		03/28/2025	82,096.15
4443 - The Sherwin Williams Company	1296-5	04-Paint Supplies for the Mill-70 5 gal containers-12/20/24	Paid by EFT # 64775		03/18/2025	03/18/2025	03/28/2025		03/28/2025	4,929.79



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/15/25 - 03/28/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
4443 - The Sherwin Williams Company	1328-6	04-Paint Supplies for the Mill-50 5 gal containers-12/23/24	Paid by EFT # 64775		03/18/2025	03/18/2025	03/28/2025		03/28/2025	3,915.92
4443 - The Sherwin Williams Company	1352-6	04-Credit & purchase-paint The Mill-12/23/24	Paid by EFT # 64775		03/18/2025	03/18/2025	03/28/2025		03/28/2025	(2,666.42)
4443 - The Sherwin Williams Company	8542-5	04-Credit for Wrong Acct-9/28/24	Paid by EFT # 64775		03/18/2025	03/18/2025	03/28/2025		03/28/2025	(707.99)
4443 - The Sherwin Williams Company	1353-4	04-Credit & purchase-paint The Mill-12/23/24	Paid by EFT # 64775		03/18/2025	03/18/2025	03/28/2025		03/28/2025	(2,666.42)
1420 - Richard Trinkle (Trinkle SnowPlowing LLC)	221285	15-Snow Removal Trades District 01/06 & 01/10/25	Paid by EFT # 64782		03/18/2025	03/18/2025	03/28/2025		03/28/2025	4,120.00
8353 - Umphress Masonry, INC	12925-1	04-Masonry Repairs to The Mill 33% Comp-1/29/25-Pay 1	Paid by EFT # 64785		03/18/2025	03/18/2025	03/28/2025		03/28/2025	46,084.50
8353 - Umphress Masonry, INC	22525-1	04-Masonry Repairs to The Mill 66% Comp-2/25/25-Pay #2	Paid by EFT # 64785		03/18/2025	03/18/2025	03/28/2025		03/28/2025	46,084.50
321 - Harrell Fish, INC (HFI)	ZW23500	15-Repairs-West Side Showers-toilet in men's restroom-2/27/25	Paid by EFT # 64658		03/18/2025	03/18/2025	03/28/2025		03/28/2025	419.52
392 - Koorsen Fire & Security, INC	IN00883542	15-Annual Sprinkler System Inspection- 320 W 8th-5 yr pipe plan	Paid by EFT # 64697		03/18/2025	03/18/2025	03/28/2025		03/28/2025	717.00
392 - Koorsen Fire & Security, INC	IN00887595	15-Annual Fire Alarm-Base Monitoring-320 W 8th-3/25'-2/26'	Paid by EFT # 64697		03/18/2025	03/18/2025	03/28/2025		03/28/2025	600.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-250968	15-Janitorial Services-5x per week- Showers West-3/1/25	Paid by EFT # 64761		03/18/2025	03/18/2025	03/28/2025		03/28/2025	1,648.00
13969 - AT&T Mobility II, LLC	2873273216180325	06-Unlim'td LTE Laptp/Hotsp-2/12-3/11/25-287327321618X03192025	Paid by Check # 79881		03/19/2025	03/19/2025	03/19/2025		03/19/2025	29.24
223 - Duke Energy	9101205748680225	15-105 W 4th St-Misc:Office 2-elec chgs 01/29/25-02/26/25	Paid by Check # 79884		03/19/2025	03/19/2025	03/19/2025		03/19/2025	46.91
223 - Duke Energy	9101212104030225	15-105 W 4th St Misc Office 1-elec chgs 01/29/25-02/26/25	Paid by Check # 79884		03/19/2025	03/19/2025	03/19/2025		03/19/2025	25.89



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/15/25 - 03/28/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888942-5030725	15-489 W. 10th St-Unit #1-gas bill 02/04/25-03/03/25	Paid by Check # 79885		03/19/2025	03/19/2025	03/19/2025		03/19/2025	80.18
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888952-4030725	15-489 W. 10th St-Unit #2-gas bill 02/04/25-03/03/25	Paid by Check # 79885		03/19/2025	03/19/2025	03/19/2025		03/19/2025	372.96
223 - Duke Energy	9101397672040325	15-Showers W-320 E 8th St-elec chgs-02/04/25-03/03/25	Paid by Check # 79884		03/19/2025	03/19/2025	03/19/2025		03/19/2025	6,726.78
Account 53990 - Other Services and Charges Totals							Invoice Transactions	20		<u>\$191,949.51</u>
Program 150000 - Main Totals							Invoice Transactions	20		<u>\$191,949.51</u>
Department 15 - HAND Totals							Invoice Transactions	20		<u>\$191,949.51</u>
Fund 2519 - RDC Totals							Invoice Transactions	20		<u>\$191,949.51</u>
Fund 2529 - Housing Develop (Ord16-41)(S9506)										
Department 15 - HAND										
Program 150500 - Housing										
Account 53990 - Other Services and Charges										
7768 - Bloomington Cooperative Living Incorporated	Feb-25	15-Housing Dev Fund-410 W. Kirkwood Ave-Feb 2025 bookkeeping	Paid by EFT # 64601		03/18/2025	03/18/2025	03/28/2025		03/28/2025	1,230.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		<u>\$1,230.00</u>
Program 150500 - Housing Totals							Invoice Transactions	1		<u>\$1,230.00</u>
Department 15 - HAND Totals							Invoice Transactions	1		<u>\$1,230.00</u>
Fund 2529 - Housing Develop (Ord16-41)(S9506) Totals							Invoice Transactions	1		<u>\$1,230.00</u>
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
19362 - CrossRoad Engineers, PC	242174	15-Hopewell West-Jackson Street 11/30/24-12/27/24	Paid by EFT # 64626		03/18/2025	03/18/2025	03/28/2025		03/28/2025	2,592.20
19362 - CrossRoad Engineers, PC	250147	15-Hopewell West-Jackson Street 12/28/24-01/31/25	Paid by EFT # 64626		03/18/2025	03/18/2025	03/28/2025		03/28/2025	19,071.20
19362 - CrossRoad Engineers, PC	250184	15-Hopewell West-Jackson Street 02/01/25-02/28/25	Paid by EFT # 64626		03/18/2025	03/18/2025	03/28/2025		03/28/2025	4,440.24
3444 - Rundell Ernstberger Associates, INC	2022-1671-29	15-Hopewell Phase 1 East - Inspection - February 2025	Paid by EFT # 64751		03/18/2025	03/18/2025	03/28/2025		03/28/2025	34,708.33



Board of Redevelopment Commission Claim Register

Invoice Date Range 03/15/25 - 03/28/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
7808 - J.S. Held LLC	INV-01US-0244980	15-Project Management for Hopewell Sites - Feb 2025	Paid by EFT # 64684		03/18/2025	03/18/2025	03/28/2025		03/28/2025	9,544.50
6330 - Marshall Security LLC	HOPEWELL-005	15-Hopewell Security Patrol - 2/1-2/28/25	Paid by EFT # 64706		03/18/2025	03/18/2025	03/28/2025		03/28/2025	9,444.96
8809 - U3 Advisors, INC	4028-025-002	15-Project Management-development of Hopewell -Feb 2025	Paid by EFT # 64784		03/18/2025	03/18/2025	03/28/2025		03/28/2025	20,564.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 7		\$100,365.43
Program 159001 - Adams Crossing Area Totals								Invoice Transactions 7		\$100,365.43
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
18844 - First Financial Bank, N.A.	HFITECHCTR-App13	04-Mechanical Work-Tech Ctr-HFI-Proj 004307-App 13-FINAL	Paid by Check # 79894		03/18/2025	03/18/2025	03/28/2025		03/28/2025	2,015.10
321 - Harrell Fish, INC (HFI)	HFITECHCTR-App13	04-Mechanical Contractor Work-Tech Ctr-Proj 004307-App 13 -FINAL	Paid by EFT # 64658		03/18/2025	03/18/2025	03/28/2025		03/28/2025	38,286.90
Account 53990 - Other Services and Charges Totals								Invoice Transactions 2		\$40,302.00
Program 159002 - Downtown Area Totals								Invoice Transactions 2		\$40,302.00
Program 159006 - West 17th Street Area										
Account 53990 - Other Services and Charges										
19362 - CrossRoad Engineers, PC	250283	07-B-Line Extension (CE) 02/01/25-02/28/25	Paid by EFT # 64626		03/18/2025	03/18/2025	03/28/2025		03/28/2025	1,842.74
Account 53990 - Other Services and Charges Totals								Invoice Transactions 1		\$1,842.74
Program 159006 - West 17th Street Area Totals								Invoice Transactions 1		\$1,842.74
Department 15 - HAND Totals								Invoice Transactions 10		\$142,510.17
Fund 4445 - Consolidated TIF Totals								Invoice Transactions 10		\$142,510.17
Grand Totals								Invoice Transactions 41		\$464,987.22

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
03/28/25	Claims				\$464,987.22
					<u>\$464,987.22</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$464,987.22

Dated this 27th day of Mar year of 2025.

I herby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office Cheryl Seelander



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

401 N Morton St
Post Office Box 100
Bloomington IN 47402

JESSICA MCCLELLAN
CONTROLLER


CONTROLLER'S OFFICE

p 812.349.3416
f 812.349.3456
controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: March 21, 2025
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 03/03/2025 to 03/16/2025. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.



Jessica McClellan
Controller

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/21/2025	Payroll				51,694.83
					<u>51,694.83</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of **1** claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **\$ 51,694.83**

Dated this ____ day of _____ year of 20____.

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Officer _____



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 03/21/25 - 03/21/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	03/21/2025	2,790.07		.00	297.61	170.70	39.92	78.45	55.96	185.84	1,961.59
			.00	.00	2,653.45	2,753.45	2,753.45	2,653.45	2,653.45		
		\$2,790.07	\$0.00	\$0.00	\$297.61	\$170.70	\$39.92	\$78.45	\$55.96	\$185.84	\$1,961.59
10000 Bixler, Daniel R 2594	03/21/2025	2,105.27		.00	181.72	124.15	29.03	58.92	42.03	140.06	1,529.36
			.00	.00	2,002.35	2,002.35	2,002.35	2,002.35	2,002.35		
		\$2,105.27	\$0.00	\$0.00	\$181.72	\$124.15	\$29.03	\$58.92	\$42.03	\$140.06	\$1,529.36
2972 Caswell, Tammy M	03/21/2025	2,409.61		.00	262.19	142.39	33.30	68.45	49.06	176.17	1,678.05
			.00	.00	2,281.63	2,296.63	2,296.63	2,281.63	2,281.63		
		\$2,409.61	\$0.00	\$0.00	\$262.19	\$142.39	\$33.30	\$68.45	\$49.06	\$176.17	\$1,678.05
10000 Collins, Barry 0111	03/21/2025	1,250.00		.00	189.23	77.50	18.12	37.50	21.88	.00	905.77
			.00	.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		
		\$1,250.00	\$0.00	\$0.00	\$189.23	\$77.50	\$18.12	\$37.50	\$21.88	\$0.00	\$905.77
2771 Council, David R	03/21/2025	2,468.15		.00	162.63	138.62	32.42	63.82	45.53	326.73	1,698.40
			.00	.00	2,165.82	2,235.82	2,235.82	2,165.82	2,165.82		
		\$2,468.15	\$0.00	\$0.00	\$162.63	\$138.62	\$32.42	\$63.82	\$45.53	\$326.73	\$1,698.40
3232 Davis, Rebecca D	03/21/2025	2,307.19		.00	235.84	139.09	32.53	66.22	47.24	106.35	1,679.92
			.00	.00	2,207.30	2,243.30	2,243.30	2,207.30	2,207.30		
		\$2,307.19	\$0.00	\$0.00	\$235.84	\$139.09	\$32.53	\$66.22	\$47.24	\$106.35	\$1,679.92
10000 Finley, Christina L 0187	03/21/2025	3,505.52		.00	449.10	197.57	46.21	94.15	67.98	368.95	2,281.56
			.00	.00	3,176.66	3,186.66	3,186.66	3,176.66	3,176.66		
		\$3,505.52	\$0.00	\$0.00	\$449.10	\$197.57	\$46.21	\$94.15	\$67.98	\$368.95	\$2,281.56
2393 Hayes, Chastina J	03/21/2025	2,468.16		.00	210.28	150.11	35.10	71.88	41.93	261.24	1,697.62
			.00	.00	2,395.89	2,420.89	2,420.89	2,395.89	2,395.89		
		\$2,468.16	\$0.00	\$0.00	\$210.28	\$150.11	\$35.10	\$71.88	\$41.93	\$261.24	\$1,697.62
3496 Hershman, Felicia J	03/21/2025	1,882.81		.00	139.49	111.97	26.19	54.18	38.65	97.78	1,414.55
			.00	.00	1,806.01	1,806.01	1,806.01	1,806.01	1,806.01		
		\$1,882.81	\$0.00	\$0.00	\$139.49	\$111.97	\$26.19	\$54.18	\$38.65	\$97.78	\$1,414.55
			\$0.00	\$0.00	\$1,806.01	\$1,806.01	\$1,806.01	\$1,806.01	\$1,806.01		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 03/21/25 - 03/21/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3183 Hyten LaFontaine, Stephanie L	03/21/2025	3,156.61		.00	291.29	192.78	45.09	72.63	51.81	697.27	1,805.74
			.00	.00	2,459.34	3,109.34	3,109.34	2,459.34	2,459.34		
		\$3,156.61	\$0.00	\$0.00	\$291.29	\$192.78	\$45.09	\$72.63	\$51.81	\$697.27	\$1,805.74
3306 Killion-Hanson, Anna	03/21/2025	4,666.00		.00	297.83	274.64	64.23	132.89	94.79	236.36	3,565.26
			.00	.00	4,429.64	4,429.64	4,429.64	4,429.64	4,429.64		
		\$4,666.00	\$0.00	\$0.00	\$297.83	\$274.64	\$64.23	\$132.89	\$94.79	\$236.36	\$3,565.26
1516 Liford, Kenneth T	03/21/2025	2,629.11		.00	214.62	163.00	38.12	77.97	55.62	46.60	2,033.18
			.00	.00	2,599.11	2,629.11	2,629.11	2,599.11	2,599.11		
		\$2,629.11	\$0.00	\$0.00	\$214.62	\$163.00	\$38.12	\$77.97	\$55.62	\$46.60	\$2,033.18
2557 Radewan, Tonda L	03/21/2025	1,722.17		.00	114.21	98.91	23.14	46.71	33.32	126.85	1,279.03
			.00	.00	1,595.32	1,595.32	1,595.32	1,595.32	1,595.32		
		\$1,722.17	\$0.00	\$0.00	\$114.21	\$98.91	\$23.14	\$46.71	\$33.32	\$126.85	\$1,279.03
1378 Sandweiss, Noah S	03/21/2025	3,156.61		.00	431.02	191.86	44.87	91.68	65.40	80.50	2,251.28
			.00	.00	3,094.48	3,094.48	3,094.48	3,094.48	3,094.48		
		\$3,156.61	\$0.00	\$0.00	\$431.02	\$191.86	\$44.87	\$91.68	\$65.40	\$80.50	\$2,251.28
10000 Stong, Mary J 0471	03/21/2025	2,790.08		.00	317.24	161.34	37.73	77.32	55.15	362.00	1,779.30
			.00	.00	2,577.30	2,602.30	2,602.30	2,577.30	2,577.30		
		\$2,790.08	\$0.00	\$0.00	\$317.24	\$161.34	\$37.73	\$77.32	\$55.15	\$362.00	\$1,779.30
504 Swinney, Matthew P	03/21/2025	3,597.07		.00	615.37	223.59	52.30	107.75	76.86	44.34	2,476.86
			.00	.00	3,591.53	3,606.53	3,606.53	3,591.53	3,591.53		
		\$3,597.07	\$0.00	\$0.00	\$615.37	\$223.59	\$52.30	\$107.75	\$76.86	\$44.34	\$2,476.86
2477 Toothman, Cody B	03/21/2025	3,376.84		.00	190.15	198.40	46.40	94.85	66.01	184.85	2,596.18
			.00	.00	3,199.99	3,199.99	3,199.99	3,199.99	3,199.99		
		\$3,376.84	\$0.00	\$0.00	\$190.15	\$198.40	\$46.40	\$94.85	\$66.01	\$184.85	\$2,596.18
2305 Van Rooy, Angela L	03/21/2025	3,597.08		.00	290.53	223.02	52.15	101.91	72.70	249.15	2,607.62
			.00	.00	3,397.08	3,597.08	3,597.08	3,397.08	3,397.08		
		\$3,597.08	\$0.00	\$0.00	\$290.53	\$223.02	\$52.15	\$101.91	\$72.70	\$249.15	\$2,607.62
			\$0.00	\$0.00	\$3,397.08	\$3,597.08	\$3,597.08	\$3,397.08	\$3,397.08		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 03/21/25 - 03/21/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
728 Wright, Edward E	03/21/2025	2,105.27		.00	190.23	118.29	27.66	57.24	33.39	229.70	1,448.76
			.00	.00	1,907.87	1,907.87	1,907.87	1,907.87	1,907.87		
		\$2,105.27		\$0.00	\$190.23	\$118.29	\$27.66	\$57.24	\$33.39	\$229.70	\$1,448.76
			\$0.00	\$0.00	\$1,907.87	\$1,907.87	\$1,907.87	\$1,907.87	\$1,907.87		
HAND - Housing & Neighborhood Dev		\$51,983.62		\$0.00	\$5,080.58	\$3,097.93	\$724.51	\$1,454.52	\$1,015.31	\$3,920.74	\$36,690.03
			\$0.00	\$0.00	\$48,790.77	\$49,966.77	\$49,966.77	\$48,790.77	\$48,790.77		
Grand Totals		\$51,983.62		\$0.00	\$5,080.58	\$3,097.93	\$724.51	\$1,454.52	\$1,015.31	\$3,920.74	\$36,690.03
			\$0.00	\$0.00	\$48,790.77	\$49,966.77	\$49,966.77	\$48,790.77	\$48,790.77		

***** Multiple Taxes or Deductions Exist.

25-39
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING AGREEMENT
TO INSTALL BICYCLE STORAGE PODS IN THE
CRESTMONT AFFORDABLE HOUSING COMMUNITY**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-23-MC-18-0013 for physical improvement activities;

WHEREAS, it is an acceptable use of said funds to purchase and install bicycle storage pods in the Crestmont affordable housing community, including concrete pads, ADA-compliant sidewalks, and any other work deemed necessary to complete the installation by Summit Hill Community Development Corporation;

WHEREAS, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines to authorize the award of each contract and/or agreement;

WHEREAS, a Community Development Block Grant Funding Agreement for Physical Improvements has been presented to the Bloomington Redevelopment Commission for consideration; and,

WHEREAS, said Agreement has been duly considered.

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

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and Summit Hill Community Development Corporation to purchase and install bicycle storage pods in the Crestmont affordable housing community is approved for an amount not to exceed **EIGHTY SEVEN THOUSAND AND 00/100 DOLLARS (\$87,000.00)**. This project will also include concrete pads, ADA-compliant sidewalks, and any other work deemed necessary to complete the installation of the bicycle storage pods.

Restriction on Project Start Until Completion of Environmental Review and Funding Agreement

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review required by Part 58 of the Code of Federal Regulations ("CFR") and a Notice to Proceed issued by City program staff. The Environmental Review Record ("ERR") must be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the Subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this resolution that begin prior to the completion of the environmental review or to the execution of a funding agreement are at risk and

may be considered a choice limiting action that endangers funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
SUMMIT HILL COMMUNITY DEVELOPMENT CORPORATION
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this 7th day of April, 2025 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and Summit Hill Community Development Corporation a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1007 North Summit Street, Bloomington, IN, 47404, (herein called the “Subrecipient”).

WITNESSETH:

WHEREAS, the Grantee has applied for and received funds from the United States Federal Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383;

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B23MC180013 to the Subrecipient; and,

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2023 Community Development Block Grant (CDBG) funds to purchase and install bicycle storage pods in the Crestmont affordable housing community. This project will also include concrete pads, ADA-compliant sidewalks, and any other work deemed necessary to complete the installation of the bicycle storage pods. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

Subrecipient will maintain project, beneficiary information and financial records documenting the eligibility, provision of services, expenditures relative to the Project and program income (if applicable) and compliance with the National Objectives as defined herein.

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance with CDBG Subrecipient Procurement Procedures.
- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facility as housing for income eligible households for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about households, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement information, upon request.
- e. Complete the Project as designed no later than **December 1, 2025**, unless mutually agreed to by all parties.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one of the CDBG program's National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208.

The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objective and satisfy the following criteria:

Benefit to Low/Moderate Area Benefit (LMA)
24 CFR 570.208(a)(1)

Block Group 2, Census Tract 6.01 Low/mod % - 91.50%

C. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated. Substandard performance includes, but is not limited to, provision of inaccurate or incomplete statistics, claim forms, reports or other documentation to Grantee, failure to provide required documentation, or failure to submit required documentation in a timely manner. Non-compliance may require that unexpended funds be forfeited and expended funds be reimbursed to the Grantee for reallocation.

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **December 31, 2025**, unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **EIGHTY SEVEN THOUSAND AND 00/100 DOLLARS (\$87,000.00)**. Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee: Matthew Swinney, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: swinney@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Nathan Ferreira, Executive Director Summit Hill Community Development Corporation 1007 N. Summit Street Bloomington, IN 47404 Contact Name: Nathan Ferreira Email: nferreira@blha.net Tel: (812) 545-7041
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

V. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) and all subsequent amendments thereto, which are incorporated herein by reference. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this contract.

E. Grantor Recognition

The Subrecipient shall ensure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of the City’s termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable

compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15%) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Reversion of Assets.

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements for Grants And Agreements With Institutions of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principles for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
- g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation, if applicable;
- h. "Monthly Client Profile Form" each month through the end of the project, if applicable;
- i. Submit performance measurements as required by HUD; and
- j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.

2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
 - ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

- The Subrecipient shall maintain beneficiary data demonstrating project eligibility using the area benefit data. Such information shall be made available to Grantee monitors or their designees for review upon request.
 - The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.
- a. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation (if applicable);
 - b. "Program Year to Date Reporting Form" at project completion (if applicable);
 - c. Final status;
 - d. Beneficiary information (if applicable);
 - e. Certified payrolls (if applicable);
 - f. Section 3 Report (if applicable);
 - g. MBE/WBE Report (if applicable).
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If

the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and deadlines. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

Payment for claims will be processed on the Grantee's claims schedule and shall be submitted at least quarterly from the beginning of the project. Subrecipient should submit the first claims within four (4) months of this funding agreement.

If the Subrecipient fails to file any claims within six (6) months of this agreement, the Subrecipient's funding contract may be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

2. Progress Reports. The Subrecipient shall submit complete and accurate Progress Reports with their claims for reimbursement.

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Section 504. The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. Davis Bacon and Related Acts

1. Applies to all prime construction contracts over \$2,000. All subrecipients receiving funds in excess of \$2,000 shall require their contractors to comply with the Davis-Bacon and Related Act, if applicable.
2. Compliance with the Davis-Bacon and Related Act requirement. The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (20 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated by reference in this contract. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
3. Compliance with the Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the contract.

4. Violation reporting. HAND shall report any violation or suspected violation of these provisions to HUD.

D. Contract Work Hours and Safety Standards Act

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Safety Standards. No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant Section 553, provided that the proceedings include a hearing similar in nature to that authorized by Section 553 of Title 5.

E. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient 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). Subrecipient shall sign an affidavit, attached as **Exhibit G**, affirming that Subrecipient 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. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify

program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department 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 Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages.

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

F. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer

or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

VIII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

- 1. Applicable to all contracts over \$150,000.
- 2. Compliance with the Clean Air Act requirements.
- 3. Compliance with the Federal Water Pollution Control Act requirements.
- 4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

B. 24 CFR Part 570, Subpart K – Other Program Requirements

1. 570.600 General
2. 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
3. 570.602 Section 109 of the Act.
4. 570.603 Labor standards.
5. 570.604 Environmental standards.
6. 570.605 National Flood Insurance Program.
7. 570.606 Displacement, relocation, acquisition, and replacement of housing
8. 570.607 Employment and contracting opportunities.
9. 570.608 Lead-based paint.
10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
12. 570.611 Conflict of interest.
13. 570.612 Executive Order 12372.
14. 570.613 Eligibility restrictions for certain resident aliens.
15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
16. 570.615 Housing counseling.

IX. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Subrecipient must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Subrecipient, the unique identifier of the Subrecipient's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

A. Unique Entity Identifier (UEI)

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Subrecipient shall provide City with a valid Unique Entity Identifier (UEI) number that identifies the Subrecipient. A UEI number may be requested online at <https://sam.gov>.

B. System for Award Management (SAM)

The Subrecipient shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for

Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract through SAM. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

A breach of this agreement may be grounds for termination of the agreement, and for debarment, suspension, exclusion, or declared ineligible for participation in the System for Award Management (SAM).

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Subrecipient in SAM if the Subrecipient in the preceding fiscal year received eighty percent (80%) or more of its annual gross revenues from Federal contracts and Federal financial assistance (as defined at 2 CFR 170.320) and \$25,000,000 or more in annual gross revenues from Federal contracts and federal financial assistance (as defined at 2 CFR 170.320); and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. The Subrecipient may certify that it received less than eighty percent (80%) of annual gross revenues from the federal government, received less than \$25,000,000 of its annual gross revenues from the federal government, already provides executive compensation to the Securities Exchange Commission, or meets the Internal Revenue Code exemption, and will not be required to submit executive compensation data into the SAM under FFATA, provided, that the Subrecipient shall still register and submit the other data requested.

X. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in

connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, Page 19 of 27 including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;
- Flood Disaster Protection – NA
- Lead-Based Paint The Sub-recipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.
- Historic Preservation – NA
- Release of Funds ("ROF")

No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record ("ERR") must be completed before any funds are obligated. The responsibility for certifying the appropriate ERR and ROF shall rest with Grantee. It is the responsibility of the Subrecipient to notify Grantee and to refrain from making any commitments and expenditures on the project until an ROF has been issued by Grantee.

XI. BUILD AMERICA, BUY AMERICA ACT (BABAA)

Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, Local Government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build

America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58. Any requests for waiver of these requirements must be submitted pursuant to USDA's guidance available online at USDA Buy America Waivers for Federal Financial Assistance.

This Agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

A. Additional Federal Funding

It is the responsibility of Subrecipient to notify Grantee if Subrecipient receives any federal funding not previously disclosed on Subrecipient's grant application.

B. Compliance with BABAA Requirements

If Subrecipient's total federal funding equals or exceeds \$250,000.00, Subrecipient must comply with BABAA requirements, including but not limited to:

- i. All products used for the project must meet BABAA requirements.
- ii. Subrecipient shall include Manufacturer's Certification for BABAA requirements with all applicable submittals.
- iii. Subrecipient shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA documentation.
- iv. Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.
- v. Subrecipient shall certify upon completion that all work and materials have complied with BABAA requirements. For any change orders, Subrecipient shall provide BABAA documentation for any new products or materials required by the change.
- vi. Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Subrecipient should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.
- vii. By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Subrecipient certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. ATTACHMENTS

- A. Exhibit A: 2024 HUD Income Limits**
- B. Exhibit B: E-Verify Affidavit**
- C. Exhibit C: Drug-free Work Place Certification**
- D. Exhibit D: Living Wage Affidavit**
- E. Exhibit E: CDBG Subrecipient Procurement Procedures**
- F. Exhibit F: Federal Construction Contract Provisions**

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

**SUMMIT HILL COMMUNITY DEVELOPMENT
CORPORATION:**

By:

By:

Deborah Myerson, President

Nathan Ferreira, Executive Director

By:

By:

John West, Secretary

Board Chairperson



Community Development Block Grant (CDBG)

Subrecipient Funding Agreement Exhibits Packet

CDBG 2024 Program Year (Physical Improvements)

EXHIBIT A

FY 2024 Income Limits Summary

FY 2024 Income Limit Area	Median Family Income Click for More Detail	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Bloomington, IN HUD Metro FMR Area	\$106,100	Very Low (50%) Income Limits (\$) Click for More Detail	34,800	39,750	44,700	49,650	53,650	57,600	61,600	65,550
		Extremely Low Income Limits (\$)* Click for More Detail	20,900	23,850	26,850	31,200	36,580	41,960	47,340	52,720
		Low (80%) Income Limits (\$) Click for More Detail	55,650	63,550	71,550	79,450	85,850	92,200	98,550	104,900

EXHIBIT B

[illegible]

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
[Title] [Organization]
2. The company named herein that employs the undersigned has received or is seeking a grant from the City of Bloomington of more than \$1,000.
3. The company named herein that employs the undersigned is enrolled in and participating in the E-Verify program.
4. Documentation that the company named herein has enrolled and is participating in the E-Verify program is attached to this Affidavit as Attachment B-1.
5. 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).

Signature

Printed name

[illegible]

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2024.

Notary Public

Printed name

My Commission Expires: _____
My Commission Expires: _____

ATTACHMENT B-1
(attachment to Exhibit B)

Printout confirming the company's enrollment in E-Verify

EXHIBIT C

STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification. In all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

(a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

(b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

(c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c) (2) above, or otherwise receiving actual notice of such conviction;

(e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Printed Name of Organization

Requisition/Contract/Grant ID
Number

Signature of Authorized Representative

Date

Printed Name and Title: _____

EXHIBIT D

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
4. The projected employment needs under the award include the following: [Click here to enter text.](#)
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

2024.

My Commission Expires:_____

Notary Public

County of Residence:_____

Name Printed

Commission Number

EXHIBIT E

CDBG Subrecipient Procurement Procedures

Selecting the architect/professional engineer (if paid with CDBG funding and cost \$15,000 or more). Subrecipient must contact a minimum of three architects/professional engineers to design, approve all claims and to certify that all work included in the scope of work has been completed as designed and specified in the bid documents and any approved addenda.

Subrecipient must contact at least two (2) firms from the following groups by certified mail, return receipt required: DBEs, WBEs, MBEs or Section 3 Businesses. HAND staff can provide contact information for the DBEs, WBEs, MBEs and Section 3 firms within Monroe County, Indiana. Selection of the architect/professional engineer may be by low bidder or by best qualified team. If the selection is made by qualification, the City must have at least one person on the selection team. (Some projects may not require an architect or engineer. However, before this step is skipped, contact the Program Manager assigned to your project.) The agency's board of directors must approve the selection of the architect/engineer.

Bidding for construction, equipment or services. If appropriate, an architect/professional engineer may be used to prepare the scope of work, oversee the bidding/contracting/inspection of the project for the Subrecipient. HAND's Program Manager, or the HAND Director's appointment must be informed of, and receive copies of: published public notices (must be reviewed by HAND before being published), all direct solicitations to bidders (must be reviewed by HAND before being mailed), pre-bid meetings/notes, bid opening meeting/notes, copies of all bids submitted at the bid opening, bid award announcement/notes, pre-construction meeting/notes, all project progress meetings/notes and final walk-through meeting/notes. The agency's board of directors must approve the selection of the contractor.

Processing invoices/claims to the City for reimbursement. The Subrecipient or their architect/professional engineer will prepare a claim/invoice to be processed for reimbursement. The claim/invoice should include only work (includes equipment and materials) that has been completed to date and paid for by the Subrecipient. The Subrecipient must submit proof of payment to their contractor, architects/engineers, suppliers, etc. with their claim/invoice for their claim to be processed (unless other arrangements have been arranged). Documentation needed for processing the invoice/claim shall include, but not limited to, invoices by any contractor, subcontractor, supplier, rented equipment, materials, etc. and, if applicable, all certified payrolls through the date of the work completed. Approximately 10% of the Subrecipient's allocation will be held until all work has been completed and all required paperwork has been submitted and accepted to close out the activity in HUD's Integrated Disbursements and Information System (IDIS).

Upon completion of the CDBG activity and before the final reimbursement to the agency, the agency will provide all appropriate agency beneficiary information to the City. The City will then "complete" the activity in HUD's Integrated Disbursement and Information System (IDIS) and process the final payment. For CDBG projects that were allocated and expended \$25,000 or more, the IDIS completion date begins the five (5) year compliance period. The City will place

deed restrictions on the parcel upon the activity completion date. During the compliance period, the use of the property cannot change (without prior approval of) and the Subrecipient is required to submit annual beneficiary information to the Program Manager responsible for the activity. Failure to submit beneficiary information to HAND during the compliance period may require the Subrecipient to return all or part of the CDBG funds to the City. After the five (5) year compliance period has been completed, HAND will remove the deed restrictions on the parcel.

A Certificate of Insurance for the Subrecipient's property improvement must be submitted when the project is completed and proof of insurance for the assisted property must be submitted annually during the five year compliance period. This document should be submitted to the Assistant Director HAND.

Service Provider agrees to furnish Department with a certificate of insurance upon execution of this Agreement. Service Provider shall maintain comprehensive insurance in the following amounts:

- Comprehensive General Liability Insurance
 - \$1,000,000 for each occurrence;
 - \$1,000,000 personal injury and advertising injury;
 - \$2,000,000 products and completed operations aggregate; and
 - \$2,000,000 general aggregate.
- Automobile Liability providing coverage for all owned, hired and non-owned autos.
 - The limit of liability required is \$1,000,000 each accident.
- Workers Compensation and Employers Liability (only if statutorily required for Service Provider).
 - The limits required are:
 - Workers Compensation – Statutory.
 - Employers Liability--\$1,000,000 for each accident, for each employee.
- Umbrella/Excess Liability with a required limit of \$1,000,000.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. 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, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department 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 Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

EXHIBIT F

City of Bloomington Federal Construction Contract Provisions

FEDERAL
CONSTRUCTION
CONTRACT
PROVISIONS

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Housing and Neighborhood Development
Department City of Bloomington
401 North Morton Street
Bloomington, Indiana 47401

**Required Contract Provisions
Federally Assisted Construction Contracts**

TABLE OF CONTENTS

SECTION 1	GENERAL INFORMATION	Page #
	Bonding Requirements	4
	Retainage	4
	Change Order	4
	Conflict of Interest	4
	Code of Conduct	4
	Record Retention	4
	Minority Business Participation	4
	Contract Provisions	4
	Certification Regarding Use of Contract Funds for Lobbying	5
	Access to Records	6
SECTION 2	EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS	
	Nondiscrimination	6
	EEO Officer	6
	Dissemination of EEO Policy	6
	Recruitment of Employees	6
	Selection of Subcontractors, Procurement of Materials and Leasing of Equipment	7
	EEO Records and Reports	7
	Nonsegregated Facilities	7
	Falsification of Documents	7
	Section 3	8
	Office of Federal Contract Compliance Programs (OFCCP)	8
SECTION 3	FEDERAL LABOR STANDARDS REGULATIONS	
	Regulations	8
	Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion	8
	Instructions for Certification Lower Tier Covered Transactions	9
	Payment of Prevailing Wages	10
	Personnel Actions	10
	Conformance Rates	11
	Payment of Fringe Benefits	11
	Apprentice Participation	11
	Overtime Requirements	11
	Withholding Payments	12
	Violations and Liability	12
	Statements and Payrolls	12

Note: This document is to be used as a guide for contractors and subcontractors working on Community Development Block Grant projects in the State of Indiana for the City of Bloomington, Indiana. It is not verified to be all inclusive and the contractor is fully responsible for complying with all federal regulations applicable to the CDBG Program.

**Required Contract Provisions
Federally Assisted Construction Contracts**

2

SECTION 4

HEALTH AND SAFETY

Safety and Accident Prevention	12
Implementation of Clean Air & Water Act(s)	13

SECTION 5

REQUIRED POSTERS

IOSHA Safety and Health Protection on the Job
Notice to All Employees working on Federally Financed Construction Projects
Equal Employment Opportunity is The Law
Federal Fair Housing Law
Employee Polygraph Protection Act

SECTION 6

FORMS AND EXHIBITS

SECTION 3 Compliance Report
Federal Labor Standards Provisions (HUD-4010)
Contractor's Certification
Subcontractor's Certification
Wage/Fringe Benefit Certification
Certified Payroll Form (WH-347)
Certified Payroll Form (WH-348)
Instructions for Completing Certified Payroll Form
Statement of Compliance
(Same as WH-348 to be used with computer generated payrolls)

Required Contract Provisions Federally Assisted Construction Contracts

SECTION 1 General Information

BONDING REQUIREMENTS.

IC 36-1-12-4.5, IC 36-1-12-13.1, IC 36 1-12-14 e

The contracts exceeding \$200,000 for construction shall be as follows:

1. A bid Bond or a certified check shall be filed with each bid equivalent to 5% of the bid price as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified.
2. A Performance Bond for 100% of the contract price to assure fulfillment of the contractor's obligations under the contract
3. A Payment Bond for 100% of the contract price to assure payment of all persons supplying labor and material in the execution of the work provided for in the contract.

NOTE: The Bid Bond must be submitted with the bid and the Performance Bond and Payment Bond must be provided to the project owner *before* construction begins on the project.

RETAINAGE: IC 36-1-12-14

Contracts in excess of \$200,000 require the retainage of 10% of the dollar value of all work satisfactorily completed by the contractor(s). The escrow agent shall be selected by mutual agreement between the board of the awarding agency and the contractor(s). The contractor shall be paid in full within sixty one (61) days after the date of substantial completion of the public work there remain uncompleted minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the architect/engineer shall be withheld until the item is completed.

CHANGE ORDERS: IC 36-1-12-18

A change order may not be issued before commencement of the actual construction except in the case of an emergency. In such a case, the board of awarding agency must make a declaration and the board's minutes must show the nature of the emergency. The total of all change orders issued that increase the scope of the project may not exceed twenty order issued as a result of circumstances that could not have been reasonably foreseen does not increase the scope of the project. All change orders must be prepared by the project engineer or architect and approved and signed by the board of the awarding agency and the contractor. All change orders must be directly related to the original public work project.

CONFLICT OF INTEREST: 24 CFR 570.611

In the procurement of supplies, equipment, construction and/or services by recipients and subrecipients, any conflict of interest is prohibited. No persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

MINORITY BUSINESS PARTICIPATION:

Although there is no Minority Business Enterprises or Women Business Enterprises requirement on this CDBG funded project, the contractor is encouraged to make their best efforts to achieve a goal of 10% MBE/WBE participation and maintain documentation supporting their best efforts. Only those businesses duly registered on IDOA's Minority and Women's Business Enterprises List may be counted toward the 10% goal.

RECORD RETENTION: 24 CFR 85.42

Financial records, supporting documents, statistical records and all other records pertinent to the contract shall be retained for a period of five years after completion of the project. If any litigation, claim, negotiation, audit or other action is started before the expiration of the five-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final expenditure report or, from the date of the submission of the annual financial status report covering the last expenditure of grant funds for that year.

CONTRACT PROVISIONS:

In addition to provisions defining a sound and completed procurement contract, any recipient of federal funds shall include the following:

Contracts and subcontracts of amounts in excess of \$200,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42USC 1857 (h)), Section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US EPA Administrator for Enforcement (EN-329).

Required Contract Provisions Federally Assisted Construction Contracts

These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract.

Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract that may in turn be made. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

A breach of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING:

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 – 49 CFR 20)

The bidder certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed with this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file

the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The bidder also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such recipients shall certify and disclose accordingly.

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in the project receiving federal financial assistance shall:

- a. Prohibit discrimination based on race, color or national origin under Title VI of the Civil Rights Act of 1964;
- b. Prohibit discrimination on the basis of sex under Title VII of the Civil Rights Act of 1964 and amended by the Equal Employment Opportunity Act of 1972;
- c. Prohibit discrimination on the basis of age under the Age Discrimination Act of 1975;
- d. Prohibit discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973;
- e. Take affirmative action to employ and advance qualified disabled people under Section 503 of the Rehabilitation Act of 1973;
- f. Promote and insure equal opportunity for all persons, without regard to race, color, religion, sex, or national origin under Executive Order 11246 as Amended;
- g. Display posters which summarize the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay and disability;
- h. Prohibit discrimination based on disability under the Americans with Disabilities Act of 1990;
- i. Assure that all buildings assigned for public use be designed, constructed and altered so as to be accessible to and usable by persons with physical disabilities under the Architectural Barriers Act of 1968; and
- j. Avoid maintaining or providing any segregated facilities.

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

Comply with the provisions for the elimination of Lead-Based paint hazards under 24 CFR Part 35;

Take all necessary precautions to guard against damages to property and injury to persons.

ACCESS TO RECORDS: 24 CFR 85.42-e

The City, agency and the Comptroller General of the United States, or any of their authorized

representatives,

Required Contract Provisions Federally Assisted Construction Contracts

shall have the right of access to any pertinent books, documents, papers or other records which are pertinent to the grant in order to make audits, examinations, excerpts and transcripts. The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

SECTION 2 Equal Employment Opportunity Regulations

NONDISCRIMINATION:

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more) Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contractor Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.D. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO.

The contractor will work with the City and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

EEO OFFICER:

The contractor will designate and make known to the City an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

DISSEMINATION OF POLICY:

All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved

in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO officer.

All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority employees.

Notices and posters identifying the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

RECRUITMENT OF EMPLOYEES:

When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

In the event the contractor has a valid bargaining agreement providing for exclusive hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

Required Contract Provisions Federally Assisted Construction Contracts

SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT:

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

Disadvantaged business enterprises (DBE) as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees.

The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

EEO RECORDS AND REPORTS:

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of four years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives. The records kept by the contractor shall document the following:

The number of minority and non-minority group members and women employed in each work classification on the project;

The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

NONSEGREGATED FACILITIES:

Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.

By the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, all parties certify that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the EEO provisions of this contract. The contractor further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

As used in this certification, the term "segregated facilities" refers to facilities provided for employees which are segregated by explicit directive, or on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override, (e.g. disabled parking). The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

FALSIFICATION OF DOCUMENTS:

The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

The contractor or subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the awarding agency or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the awarding agency, HUD or DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds of debarment action pursuant to 29 CFR 5.12.

SECTION 3

The purpose of Section 3 requires that recipients of HUD funds and their contractors and subcontractors provide jobs and other economic opportunities to low-income persons. The CDBG project service area for Section 3 compliance will be the nonmetropolitan county. Contractors and subcontractors participating in federally assisted projects are required to track and report their activity relative to the hiring and training of low and moderate income persons and the use of local businesses owned by low-income persons. This information must be reported by all contractors and subcontractors prior to project completion utilizing the "Section 3: Economic Opportunities for Low and Very Low Income Persons" form.

All Section 3 covered contracts shall include the following Section 3 clause:

"The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The parties to this contract agree to comply with this Section and certify that they are under no contractual or other impediment that would prevent them from complying with these regulations. The contractor agrees to notify each labor organization or representative workers with which the contractor has a collective bargaining agreement of the contractor's commitments under this Section 3 clause

and include this clause in every

Required Contract Provisions Federally Assisted Construction Contracts

subcontract subject to compliance with the Section 3 regulations. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under this section of the Code of Federal Regulations. Noncompliance with HUD's regulations in this Part may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts."

OFFICE OF FEDERAL CONTRACT COMPLIANCE (OFCCP)

For federally assisted construction contracts, the OFCCP administers and enforces Executive Order 11246, as amended. This Order prohibits discrimination and requires affirmative action to ensure equal employment opportunity without regard to race, color, sex, religion and/or national origin; and the implementing regulations at 41 CFR Parts 60-

1 through 60-50. Generally, all contractors and subcontractors holding nonexempt federally assisted construction contracts and subcontracts exceeding \$10,000 must comply with Executive Order 11246.

A "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246) is to be included in the bid solicitations for all federally assisted construction contracts and subcontracts in excess of \$10,000. The Notice, which is published at 41 CFR 60-4.2, informs the contractor/bidder of the affirmative action requirements imposed under Executive Order 11246, including the specified goals for minority and female participation.

Covered federally assisted construction contracts and subcontracts must incorporate the equal opportunity clause found at 41 CFR 60-1.4(b). The equal opportunity clause may be expressly included in each contract or subcontract or incorporated by reference. Importantly, the equal opportunity clauses are deemed to be a part of every covered construction contract and subcontract even if they are not physically incorporated in the contract documents.

In addition to the equal opportunity clauses, federally assisted construction contracts and subcontracts in excess of \$10,000 must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" which are found at 41 CFR 60-4.3. The specifications describe the affirmative action obligations and set forth the specific affirmative action steps the construction contractor must implement in order to make a good faith effort to achieve the goals for minority and female participation that were listed in the bid solicitation.

Additional information regarding OFCCP Compliance may be found at www.dol.gov/esa/OFCCP or, at 1-800-397- 6251. The Indiana office is located at 46 East Ohio Street, Suite 419, Indianapolis, IN 46204 and phone number is 317- 226-5860.

Any and all contractors, subcontractors, independent contractors, suppliers, facilitators or any person participating in any program or activity receiving federal financial assistance shall:

Comply with federal labor standards regulations as follows:

1. Davis-Bacon Act
2. Contract Work Hours and Safety Standards Act
3. Copeland Act (Anti-Kickback Act)
4. Fair Labor Standards Act

The U. S. Department of Labor has published rules and regulations corresponding to the above regulations at Title 29 CFR Parts 1, 3, 5, 6 and 7.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PRIMARY COVERED TRANSACTIONS:

(Applicable to all Federal-aid contracts 49 CFR 29)

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless

Required Contract Provisions Federally Assisted Construction Contracts

authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION APPLICABLE TO ALL SUBCONTRACTS, PURCHASE ORDERS AND OTHER LOWER TIER TRANSACTIONS OF \$25,000 OR MORE

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the

ordinary course of business dealings. If a participant in a covered transaction knowingly enters

Required Contract Provisions Federally Assisted Construction Contracts

into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PAYMENT OF PREVAILING WAGES:

Applicable to all Federal-aid (CDBG) construction contracts exceeding \$2,000 and to all related subcontracts: All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits or cash equivalents thereof due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor, hereinafter called "the wage determination", which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid. Regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3 and 5 are herein incorporated by reference in this contract.

PERSONNEL ACTIONS:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

CONFORMANCE RATES:

The awarding agency shall require that any class of laborers or mechanics employed under the contract which is not listed in the wage determination shall be classified in conformance with the wage decision.

An additional classification, wage rate and fringe benefits may be approved only when the following criteria have been met:

- (1) The work to be performed by the additional classification is not performed by any other classification in the wage determination;
- (2) The additional classification is utilized in the area by the construction industry;
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

If the contractor or subcontractor, laborers and mechanics, awarding agency and the contracting officer agree on the classification and conformance wage rate

including the amount designated for fringe benefits
where

Required Contract Provisions Federally Assisted Construction Contracts

appropriate, the conformance rates shall be paid to all workers performing work in that classification from the first day on which work is performed in the classification.

In the event the contractor or subcontractors, laborers and mechanics, awarding agency and the contracting officer do not agree on the proposed classification and wage rate including the amount designated for fringe benefits where appropriate, the contracting officer (City of Bloomington's Contract Compliance Officer) shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting agency or will notify within the 30-day period that additional time is necessary. Any work performed during the waiting period will be paid at the base wage and fringe benefit amount conditionally assigned by the contracting officer until a conformance rate is assigned by the Wage and Hour Administrator.

PAYMENT OF FRINGE BENEFITS:

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof. If the contractor or subcontractor does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met.

APPRENTICE PARTICIPATION:

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program duly registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau.

The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a

project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

OVERTIME REQUIREMENTS:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices) shall require or permit any laborer, mechanic, watchman, guard or apprentice in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, guard or apprentice receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

WITHHOLDING PAYMENT FOR UNPAID WAGES:

The awarding agency shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

Required Contract Provisions Federally Assisted Construction Contracts

VIOLATIONS AND LIABILITY FOR UNPAID WAGES AND LIQUIDATED DAMAGES:

In the event of any violation of the requirements set forth in this document, the contractor and any subcontractor responsible for the violation shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages.

STATEMENTS AND PAYROLLS:

Applicable to all Federally-assisted construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor.

Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, watchmen, helpers and guards working at the site of the work.

The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices under approved programs shall maintain written evidence of the registration of apprentices and ratios and wage rates prescribed in the applicable programs.

Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the awarding agency or an agent thereof, a certified payroll report of wages paid each of its employees. The payroll submitted shall set out accurately and completely all of the information required to be maintained. This information may be submitted in any form desired. Optional Form WH- 347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029- 005-0014-1), U.S. Government Printing Office, and Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

That the payroll for the payroll period contains the information required to be maintained and that such information is correct and complete;

That such laborer or mechanic employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance".

SECTION 4 Health and Safety

SAFETY AND ACCIDENT PREVENTION:

In the performance of this contract the contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the awarding agency may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3333).

Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

(Applicable to all Federally assisted construction contracts and to all related subcontracts of \$100,000 or

more.)

Required Contract Provisions
Federally Assisted Construction Contracts

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L.91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L.92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U. S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

That the firm shall promptly notify the awarding agency of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

That the firm agrees to include or cause to be included the requirements of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements

25-40
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA

ALLOCATION OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FOR PROGRAM YEAR 2025

WHEREAS, the City of Bloomington, Indiana, is eligible for Community Development Block Grant (CDBG) funds in the estimated amount of \$795,743.00 for Program Year 2025;

WHEREAS, 15% of the grant can be used for social services, 20% for administration and 65% for physical improvements which allocations are as follows

\$517,232.95 for Physical Improvements
\$119,361.45 for Social Services
\$159,148.60 for the Administration of the program;

WHEREAS, the advice and input of the community as to the allocation of the Community Development Block Grant funds has been solicited and received through the efforts of the Citizens' Advisory Committee;

WHEREAS, the Citizens' Advisory Committee has also made recommendations on how to distribute any funds received that are over or less than the estimated amount since the final allocation amount has not been received; and,

WHEREAS, the Redevelopment Commission has reviewed the recommendations of the Citizens' Advisory Committee for allocation of funds anticipated to be received.

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

The Bloomington Redevelopment Commission hereby approves:

1. The Citizens' Advisory Committee's recommendations of the programs (attached hereto and made a part herein as **Exhibit A** and **Exhibit B**) and finds that said recommendations will best serve the local and national objectives of the program; and,
2. If the received allocation is more or less than expected, the adjustment will be made to all of the approved social service programs and the approved physical improvement programs in accordance with the recommendations of the Citizens' Advisory Committees as outlined in **Exhibit A** and **Exhibit B**.

Restriction on Project Start Until Completion of Environmental Review and Funding Agreement

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review as required by Part 58 of the Code of Federal Regulations (CFR) and a Notice to Proceed issued by City program staff. The Environmental Review Record ("ERR") must be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the Subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this resolution that begin prior to the completion of the environmental review or to execution of the funding agreement may be at risk of a choice limited action that endangers funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Exhibit A

PHYSICAL IMPROVEMENT RECOMMENDATIONS

	2025 Request	CAC Recommendation
City of Bloomington Utilities- Sewer Mains Extension Broadview	\$141,089.00	\$141,089.00
Centerstone of Indiana – Group Home Flooring	\$35,000.00	\$35,000.00
Middle Way House Inc. – Elevator Railing	\$9,418.00	\$9,418.00
LifeDesigns – 1826 Covey Kitchen, 922 Orris Roof	\$29,512.00	\$29,512.00
Pathways – Playground Water Fountains	\$40,000.00	\$20,000.00
New Hope For Families – Outdoor Classroom Shad Structures, Play equipment	\$120,000.00	\$30,000.00
Summit Hill Community Development Corp. Bloomington Housing Authority – Walnut Woods Playground	\$113,397.00	\$113,397.00
Mother Hubbard’s Cupboard – Lot Acquisition 1020 W Allen St.	\$200,000.00	\$138,816.95
City of Bloomington HAND – Rehab Projects	<u>\$200,000.00</u>	<u>\$0.00</u>
Physical Improvements Total:	\$888,416.00	\$517,232.95

If CDBG funding for Physical Improvements exceeds \$517,232.95, the additional funding will be allocated to the City of Bloomington HAND Rehab Projects.

If CDBG funding for Physical Improvements is less than \$517,232.95, the funding allocated to the Mother Hubbards Cupboard project shall be reduced to no less than \$100,000.00. If Mother Hubbard’s Cupboard is reduced to less than \$100,000 the New Hope for Families project funding will be reduced to \$0. If reducing the New Hope for Families project to \$0.00 yields additional funds that are less than \$30,000, the remaining funds should be allocated to Mother Hubbards.

Anticipated Funding Amount	Less Than Anticipated Amount	More Than Anticipated Amount
\$517,232.95	Mother Hubbard’s Cupboard Project reduces to no less than \$100,000.	Additional Funding Goes to HAND Rehabilitation Projects.
	If funding is unavailable to provide Mother Hubbard’s Cupboard Project with at least \$100,000, then New Hope for Families Project will be reduced to \$0.00 and will not proceed.	
	If reducing New Hope yields additional funds of no less than \$30k the remaining funding shall be allocated to Mother Hubbard's Cupboard.	

EXHIBIT B

SOCIAL SERVICE RECOMMENDATIONS

	2025 Request	CAC Recommendations
Boys & Girls Club	\$25,000.00	\$21,265.92
Community Kitchen	\$25,000.00	\$21,265.92
Hoosier Hills Food Bank	\$25,000.00	\$17,515.92
Beacon, Inc.	\$25,000.00	\$17,515.92
Mother Hubbard's Cupboard	\$25,000.00	\$17,515.92
Middle Way House	\$25,000.00	\$12,140.92
Pathways (Monroe County United Ministries)	\$25,000.00	\$12,140.92
Pantry 279	\$25,000.00	\$0.00
New Leaf New Life	\$25,000.00	\$0.00
Bloomington Housing Authority	\$25,000.00	\$0.00
New Hope for Families	\$25,000.00	\$0.00
Courage to Change Sober Living	\$20,000.00	\$0.00
My Sister's Closet	<u>\$25,000.00</u>	<u>\$0.00</u>

SUBTOTAL \$320,000.00 \$119,361.45

TOTAL REQUESTED ALL FUNDED AGENCIES **\$320,000.00.**

TOTAL AMOUNT OF FUNDS AVAILABLE (ESTIMATED) **\$119,361.45**

TOTAL AMOUNT ALLOCATED **\$119,361.45**

If the 2025 funding level is greater than \$119,361.45, additional funds will be distributed evenly with no amount to exceed \$25,000. If the 2025 funding level is less than \$119,361.45, funds will be reduced and split evenly among the seven recipients.

Anticipated Funding Amount	Less Than Anticipated Amount	More Than Anticipated Amount
\$119,361.45	All agencies will have funding reduced and split evenly.	All agencies will have funding distributed evenly with no amount exceeding \$25k.

**25-41
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA**

**RIGHT OF ENTRY FOR
ACCESS TO 628 NORTH MORTON STREET FOR
WEBER GROUP II, LLC**

- WHEREAS, the Redevelopment Commission of the City of Bloomington owns 628 North Morton Street, Bloomington, Indiana (“RDC Property”);
- WHEREAS, the City of Bloomington’s Economic and Sustainable Development Department (“ESD”) has hired Weber Group II LLC (“Contractor”) to work on the Trade District 1% for the Arts sculpture OT987 (“Project”);
- WHEREAS, the Contractor requires a grant of Right of Entry to store and access materials and equipment related to the work on the project;
- WHEREAS, the Property presents an ideal location for the Contractor to store their materials and equipment; and,
- WHEREAS, the Right of Entry whereby the RDC will allow the Contractor to enter the Property on a periodic and temporary basis, for the purpose of storing and accessing the Contractor’s materials and equipment in the course of performing their work on the Project, which is of public benefit.

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

1. The right of entry described above is hereby approved.
2. The RDC approves the attached Right of Entry Agreement, and requests that City Staff file the fully executed copies along with this Resolution.
3. The RDC delegates power to City Staff to perform any and all other necessary actions to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Exhibit A

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Right of Entry") is entered into this 7th day of April, 2025, by and between the CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION (the "RDC") and WEBER GROUP II LLC ("Contractor").

RECITALS

WHEREAS, the Redevelopment Commission owns 628 North Morton Street, Bloomington, Indiana, 47404 ("Property");

WHEREAS, the City of Bloomington's Economic and Sustainable Development Department ("ESD") has hired the Contractor to work on the Trade District 1% for the Arts Sculpture OT987 ("Project");

WHEREAS, the Contractor requires a grant of Right of Entry to store and access materials and equipment related to the work on the project;

WHEREAS, the Property presents an ideal location for the Contractor to store their materials and equipment; and,

WHEREAS, the Parties wish to enter into this Right of Entry whereby the RDC will allow the Contractor to enter the Property on a periodic and temporary basis, for the purpose of storing and accessing the Contractor's materials and equipment in the course of performing their work on the Project.

NOW, THEREFORE, the RDC and the Contractors agree as follows:

AGREEMENT

1. Right of Entry. The RDC hereby grants to the Contractor, and their agents, employees, and sub-contractors the right to enter upon and into the Property. The Right of Entry shall only be for the purposes of storing, accessing and removing equipment and materials as necessary to complete the Contractor's work on the Project.
2. Requirements. The Contractor shall comply with all instructions from City of Bloomington staff regarding the placement of the material and equipment.
3. Term. This Right of Entry shall terminate upon the earlier of the removal of all materials and equipment from the Property by Contractor, or five (5) days after the Contractor receives notice from RDC or City Staff to remove all materials and equipment from the Property.
4. Insurance. The Contractor shall carry sufficient insurance on all materials and related equipment stored at the Property to protect against any loss by the Contractor. The RDC

and City of Bloomington shall have no responsibility, financial or otherwise, for any losses incurred by the Contractor related to this grant of Right of Entry.

5. Restoration and Repair. The Contractor agree to repair or cause to be repaired any and all damage to the Property as a result of the Contractor's use of the Property and to restore the Property to as good a condition as it was in prior to the Contractor's first entrance onto the property pursuant to this Right of Entry. The RDC does not waive its right to make claims for any damages incurred related to the Contractor's use of the Property.
6. Indemnity. The Contractor agrees to indemnify, defend, and hold harmless the RDC and The City of Bloomington, its officials, employees, and agents in any action arising from the Contractor's access to and use of the Property and the surrounding property.

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

Bloomington Redevelopment Commission

Weber Group II LLC

Deborah Myerson, President

Printed Name: _____

Date: _____

Date: _____

25-42
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA

REVOCABLE RIGHT OF ENTRY FOR
ACCESS TO THE FOURTH STREET GARAGE FOR THE
CITY OF BLOOMINGTON'S
ECONOMIC AND SUSTAINABLE DEVELOPMENT DEPARTMENT

- WHEREAS, the Redevelopment Commission of the City of Bloomington owns currently vacant commercial space within the Fourth Street Parking Garage located at 105 West 4th Street, Bloomington, Indiana (the "RDC Property");
- WHEREAS, the City of Bloomington's Economic and Sustainable Development Department from time to time host arts events and would like to provide temporary studio space to local artists at the Fourth Street Parking Garage vacant storefront;
- WHEREAS, the RDC requires the flexibility to market the Fourth Street Parking Garage storefront for tenants and thus a right of entry agreement must be revocable; and,
- WHEREAS, local artists are in need of space in which they can make and showcase their art and doing so at the Fourth Street Parking Garage storefront would be in the public's best interest as it will bring more visitors and customers to the Downtown Area.

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

1. The Activities described above are hereby approved.
2. The RDC approves the attached Agreement for Revocable Right of Entry and Release, and requests that City Staff file the fully executed copies along with this Resolution.
3. The RDC delegates power to City Staff to perform any and all other necessary actions to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date: _____

Exhibit A

AGREEMENT FOR REVOCABLE RIGHT OF ENTRY AND RELEASE

WHEREAS, the City of Bloomington Redevelopment Commission, (hereafter “Owner”) is the owner of the Fourth Street Parking Garage located at 105 West 4th Street in Bloomington, Indiana (“Garage”);

WHEREAS, as part of the Garage, there is occasionally vacant space on the first floor of the Garage that the City of Bloomington’s Economic and Sustainable Development Department (“City”) staff would like to make available for artists (“Artists”) to create new pieces of artwork to be exhibited locally and regionally, visual arts studies, artist exhibits, talks, and performances (“Activities”);

WHEREAS, the Activities would take place from the execution of the Right of Entry until December 31, 2026, as space is available; and,

WHEREAS, the Owner requires this Agreement to be revocable in the event another need arises for the space being utilized at the time by the City and Artists.

NOW, THEREFORE, the parties agree as follows:

1. Owner grants the City, its employees, Artists, and volunteers, a right of entry onto the Garage for the Activities, as previously described.
2. The City and/or Artists shall be responsible for obtaining any necessary permits or permissions for its use of the Property. The City and Artists shall also be responsible for adhering to any and all federal, state, and local laws, regulations, and rules related to its Activities.
3. The City and Artists may conduct their Activities at the Garage from the execution of this Agreement until December 31, 2026, as space is available.
4. The Owner may revoke this Agreement in the event another need arises and Owner will endeavor to give the City and Artists as much notice as is practical under the given circumstances at that time.
5. This Agreement may be extended by mutual agreement of the parties in writing.
6. City must supervise Artists and volunteers and obtain signatures on all permission forms drafted by the Legal Department.
7. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State of Indiana. The Monroe Circuit Court shall retain original jurisdiction and preferred venue to resolve any dispute arising from the interpretation or enforcement of this Agreement.

Exhibit A

8. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be severed from this Agreement and the remainder will remain in full force and effect.

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

BLOOMINGTON ECONOMIC AND
REDEVELOPMENT COMMISSION

CITY OF BLOOMINGTON'S
SUSTAINABLE DEVELOPMENT

Deborah Myerson, President

Holly Warren, Assistant Director

Date: _____

Date: _____

25-43
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL TO UNDERTAKE INVESTIGATION OF THE
UTILIZATION OF REDEVELOPMENT COMMISSION REAL ESTATE FOR THE
BLOOMINGTON POLICE DEPARTMENT HEADQUARTERS AND OTHER USES

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns Real Estate located at 714 South Rogers Street in Bloomington, Indiana;
- WHEREAS, the RDC does not currently have a redevelopment plan for the property located at 714 South Rogers Street in Bloomington, Indiana;
- WHEREAS, the City of Bloomington Police Department is in need of a new location for their headquarters;
- WHEREAS, the City of Bloomington Police Department has determined that the RDC property located at 714 South Rogers Street would be an ideal location for their headquarters;
- WHEREAS, the City of Bloomington has determined that other uses by the City of Bloomington or their partners might also be suitable;
- WHEREAS, the RDC supports the proposition that the Bloomington Police Department Headquarters be stationed at the RDC’s 714 South Rogers Street property;
- WHEREAS, the RDC supports the proposition that the City of Bloomington or their partners may also use of the RDC’s 714 South Rogers Street property that is not utilized by the Bloomington Police Department;
- WHEREAS, the RDC understands that a transfer of the ownership of the RDC property, or portion thereof, located at 714 South Rogers Street may be necessary in order to be utilized as discussed herein; and,
- WHEREAS, the RDC has determined that investigations and due diligence are necessary to evaluate the best public use of the 714 South Rogers Street property and that use possibly being by the Bloomington Police Department and serving other City of Bloomington needs.

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

1. The RDC supports the investigation and due diligence of the RDC’s 714 South Rogers Street property for the possible location of the Bloomington Police Department Headquarters and potentially other City of Bloomington or their partners uses and reiterates that such

investigations and due diligence serves the public's best interests.

2. The RDC authorizes staff to perform all activities and prepare and execute all documentation to proceed with the investigations and due diligence of said property for the purposes stated herein.
3. The RDC authorizes the use of RDC funds for the investigations and due diligence necessary to effectuate the purposes of this Resolution. Said funds shall not exceed the sum of Fifty Thousand Dollars (\$50,000.00) without further approval of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

25-44
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

AGREEMENT WITH VET FOR ENVIRONMENTAL SERVICES AT HOPEWELL

- 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”);
- WHEREAS, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (Hopewell) (“Project”);
- WHEREAS, as part of the Project, the RDC desires the services of an environmental consultant to provide soil gas sampling (“Services”) as required by the Indiana Department of Environmental Management (IDEM);
- WHEREAS, City staff have negotiated an agreement with VET for an amount not to exceed Ten Thousand Six Hundred Thirty Dollars and Forty-Five Cents (\$10,630.45) for the Services (“Agreement”), which is attached to this Resolution as Exhibit A;
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and,
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), 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 support of the Project, as set forth in the Amended Form, and reiterates that it serves the public’s best interests.
2. The RDC finds the Project is an appropriate use of TIF, and that the Project serves the public’s best interests.
3. The RDC hereby approves the Agreement for the Environmental Consultant and authorizes the City of Bloomington to expend an amount not to exceed Ten Thousand Six Hundred Thirty Dollars and Forty-Five Cents (\$10,630.45) to be payable in accordance with the terms of the Agreement (“Payment”).

4. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
5. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2025.
6. The RDC delegates power to City Staff to perform any and all other necessary actions to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AND
VET ENVIRONMENTAL ENGINEERING, LLC**

This Agreement, entered into on this 7th day of April, 2025, by and between the City of Bloomington and its Redevelopment Commission (“City”), and VET Environmental Engineering, LLC (“Consultant”),

WITNESSETH:

WHEREAS, the City by and through its Redevelopment Commission entered into a purchase agreement for a twenty-four acre site for redevelopment, which will be known as the Hopewell Neighborhood (“Project”);

WHEREAS, the City requires the services of a professional consultant to soil gas sampling per the requirement of the Indiana Department of Environmental management (IDEM) related to site assessment, cleanup, and redevelopment for the Hopewell Project (“Services”); and

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

WHEREAS, Consultant is willing and able to provide such Services to the City.

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

Article 1. Scope of Services

Consultant shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. **In the event that any term or condition set forth in Exhibit A conflicts with the terms of this Agreement, the language in pages 1 through 7 of this Agreement shall control.**

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete the Services required under this Agreement as soon as reasonably possible but not later than December 31, 2025, unless the parties mutually agree to an alternative completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with the City’s

Exhibit A

Project Manager, Director of the Housing and Neighborhood Development Department, Anna Killion-Hanson, or her designee.

Consultant agrees that any information or documents supplied by the City pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). As part of its Standard of Care, Consultant shall ensure that all Services delivered by Consultant under this Agreement do not infringe any third party's rights including intellectual property rights, and shall provide to the City work that is original to Consultant except for any third-party material Consultant has incorporated into the Services and for which Consultant has obtained all necessary permissions for the City's use of that work as intended by this Agreement.

The City shall be the sole judge of the adequacy of Consultant's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the 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 Consultant shall be entitled to rely upon the accuracy and completeness of such information. The City's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The City shall pay Consultant for all fees and expenses in an amount not to exceed Ten Thousand Six Hundred Thirty Dollars and Forty-Five Cents (\$10,630.45). Charges for all professional, technical and administration personnel directly charging time to the project will be calculated and billed on the basis of the project budget as described in Exhibit A. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the City upon the completion of the Services described in Article 1. The invoice shall be sent to:

City of Bloomington Redevelopment Commission
ATTN: Anna Killion-Hanson
401 N. Morton St., Suite 130
Bloomington, Indiana 47404

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project manager prior to such work being performed, or expenses incurred. The City 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 City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Schedule

Consultant shall complete the Services required under this Agreement on or before December 31, 2025. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

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

Article 8. Identity of the Consultant

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

Article 9. Ownership of Documents and Intellectual Property

All marketing and branding materials of any kind, in any format, and for delivery through any platform (including but not limited to marks, logos, slogans, phrases, drawings, audiovisual content, stories, announcements, and other content) prepared by Consultant and furnished to the City as part of the Services, shall become the intellectual property of the City. Consultant shall retain its ownership rights in its databases, computer software, and other pre-existing intellectual property Consultant uses to deliver the Services.

Article 10. Independent Contractor Status

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

Article 11. Indemnification

Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the City, and the officers, agents and employees of the City and the City from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by (a) claims that Services Consultant has provided infringe a third party's intellectual property rights, and (b) the reckless or negligent performance of any provision of this Agreement, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

Article 12. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance.
- 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 City, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the City prior to the commencement of work under this Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant's provision of the Services or its operations under this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been

Exhibit A

procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 13. Conflict of Interest

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

Article 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 City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights

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

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

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

Exhibit A

Consultant 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 Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant or its employees may file a complaint with the City department head in charge of the grant 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, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify

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

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

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in

Exhibit A

the E-Verify program. Consultant 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:

City:

City of Bloomington
Redevelopment Commission
Attn: Anna Killion-Hanson
401 N. Morton, Suite 220
Bloomington, IN 47404

Consultant:

VET Environmental Engineering, LLC
Attn: Sara R. Hamidovic
2335 West Fountain Drive
Bloomington, Indiana 47404

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

Article 23. Intent to be Bound

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

Article 24. Integration and Modification

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

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

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**

VET Environmental Engineering, LLC

Deborah Myerson, RDC President

Sara R. Hamidovic

Exhibit A

EXHIBIT A
“Scope of Work”

SEE ATTACHED.

EXHIBIT B

E-VERIFY AFFIDAVIT

25-45
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF SECOND ADDENDUM TO CONTRACT WITH
ANN-KRISS LLC TO SECURE 714 S ROGERS STREET

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns property as part of the Hopewell redevelopment project located at 714 South Rogers Street (“Property”);
- WHEREAS, in Resolution 24-32, the RDC approved an agreement with Ann-Kriss LLC to clean up the Property and to board up and secure potential points of entry on the building (“Services”);
- WHEREAS, in Resolution 24-42, the RDC approved an addendum to the agreement with Ann-Kriss LLC to add services to the Agreement with Ann-Kriss and secure second floor windows and doors on the Property and to remove two exterior exhaust pipes (“Additional Services”);
- WHEREAS, vandalism continued which required additional services beyond the amount approved in Resolution 24-42 and staff errantly authorized the additional work in the belief RDC approved funds were still available;
- WHEREAS, the cost of the services beyond that approved by the RDC is a total of One Thousand Six Hundred Sixty Seven Dollars (\$1,667.00) due to Ann-Kriss pursuant to the terms of the Second Addendum to the Agreement attached to this Resolution as Exhibit A;
- WHEREAS, the total amount for Agreement with the Second Addendum shall not exceed \$14,016.00; and,
- WHEREAS, the RDC has available funds in Fund 2519RDC, formerly known as the “444 account” and the Consolidated TIF to pay for the Services.

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

1. The RDC hereby approves the Second Addendum to the Agreement attached to this Resolution as Exhibit A with Ann-Kriss for the Services.
2. The RDC hereby approves payment not to exceed \$14,016.00 to be paid from either its maintenance fund (Account Number 444-15-150000-53990) or the Consolidated TIF (Expanded Adams Crossing Area) for the Services and Additional.

3. For the avoidance of doubt, nothing in the Agreement or Addendum or Second Addendum remove the requirement to comply with the City and the RDC's claims process.
4. The funding authorizations contained in this Resolution shall terminate on June 1, 2025, unless extended by the RDC in advance.
5. The RDC delegates power to City Staff to perform any and all other necessary actions to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

Exhibit A

**SECOND ADDENDUM TO AGREEMENT BETWEEN BLOOMINGTON
REDEVELOPMENT COMMISSION AND ANN-KRISS**

This Second Addendum by and between the City of Bloomington Redevelopment Commission (“Commission”) and Ann-Kriss LLC (“Contractor”) amends the parties’ Agreement entered into on April 17, 2024, as amended by the first Addendum of May 20, 2024, (“Agreement”) as follows:

1. Article 24 of the Agreement provided for written modification of the Agreement that is signed by the parties.
2. Section 4 Compensation. Section 4 of the agreement shall be modified in relevant part to add an additional \$1,667.00 for a grand total amount that shall not exceed \$14,016.00.
3. In all other respects, the Agreement will remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed the day and year last written below;

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

Dave Padgett, Owner

Deborah Myerson, President

Date

Date

ANN-KRISS LLC