

**AGENDA**  
**REDEVELOPMENT COMMISSION**

September 2, 2025, at 5:00 p.m.  
Bloomington City Hall, 401 North Morton Street  
McCloskey Conference Room, Suite 135

The public may also attend virtually at the following link:  
<https://bloomington.zoom.us/j/81676914231?pwd=tbouj9S586wam7RTeEzpvGS0Eau8D0.1>  
Meeting ID 816 7691 4231 Passcode 753022

The City also offers virtual options, including CATS public access television  
(live and tape delayed) found at <https://catstv.net/>.

**Redevelopment Commission Members**

- Deborah Myerson, President – Term: 1/1/2025-12/31/2025 (Council Appointment)
- Sue Sgambelluri, Vice-President – Term: 1/1/2025-12/31/2025 (Appointed by the Mayor)
- John West, Secretary – Term: 1/1/2025 – 12/31/2025 (Appointed by the Mayor)
- Laurie McRobbie – Term: 1/1/2025 – 12/31/2025 (Appointed by the Mayor)
- Randy Cassady – Term: 1/1/2025 – 12/31/2025 (Council Appointment)
- Sam Fleener, Term: 1/1/2025 - 12/31/2025 (Appointed by MCCSC), non-voting
- Anna Killion-Hanson - Redevelopment Commission Executive Director
- Jessica McClellan - Redevelopment Commission Treasurer

**I. ROLL CALL**

**II. MINUTES** –August 18, 2025

**III. EXAMINATION OF CLAIM REGISTERS** – August 29, 2025, for \$255,972.38

**IV. EXAMINATION OF PAYROLL REGISTERS** – August 22, 2025, for \$58,013.16

**V. REPORT OF OFFICERS AND COMMITTEES**

- A. Director's Report
- B. Legal Report - MOU with Red Cross, revision of Resolution 25-100 - Attachment 1
- C. Treasurer's Report
- D. Business Development Update

**VI. NEW BUSINESS**

- A. Resolution 25-106: Approval of Funding for Change Order #1 for Hopewell West
- B. Resolution 25-107: Approval of Funding Addendum 2 for the B-Line Project
- C. Resolution 25-108: Approval of Lease for Fourth Street garage Commercial/Office Space with Visit Bloomington
- D. Resolution 25-109: Approval of Second Amendment to the Cares Act CDBG Grant Award to Bloomington Housing Authority
- E. Resolution 25-110: Approval of Second Amendment to the Cares Act CDBG Grant Award to Community Justice and Mediation Center
- F. Resolution 25-111: Approval of Second Amendment to the Cares Act CDBG Grant Award to Middle Way House
- G. Resolution 25-112: Approval of Second Amendment to the Cares Act CDBG Grant Award to Pantry 279
- H. Resolution 25-113: Approval of Agreement with Weddle Bros. Construction Co., Inc. Temporary Storage at Convention Center Parking Lot
- I. Resolution 25-114: Approval of Merrill Lynch Key Provisions of Lease Termination
- J. Resolution 25-115: Approval of Bloomington Health Foundation, Inc. Key Provisions of Lease Termination

**VII. BUSINESS/GENERAL DISCUSSION**

**VIII. ADJOURNMENT**

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

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](mailto: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.

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA***  
**met on Monday, August 18, 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:**

<https://catstv.net/m.php?q=14855>

**I. ROLL CALL**

Commissioners Present: Deborah Myerson, John West, Randy Cassady, Sue Sgambelluri, *via Zoom*; Laurie McRobbie and Sam Fleener

City Staff Present: Anna Killion-Hanson, Director, Housing and Neighborhood Development (HAND); Christina Finley, Assistant Director, HAND; Tammy Caswell, Financial Specialist, HAND; Jane Kupersmith, Director, Economic Sustainability Department (ESD); Anna Dragovich, Capital Projects Manager, (ESD); Dana Kerr, Assistant City Attorney, Legal Department; Kendall Knoke, Project Engineer, Engineering Department

Others Present: Dave Askins, B Square Bulletin, *via Zoom*; Chris Emge

- II. READING OF THE MINUTES:** John West moved to approve the minutes for August 4, 2025, as well as the Executive Session Summary for August 4, 2025. Sue Sgambelluri seconded the motion. The motion passed unanimously via roll-call vote.
- III. EXAMINATION OF CLAIM REGISTERS:** Sue Sgambelluri moved to approve the August 15, 2025 claim register for \$2,258,758.76. John West seconded the motion. The motion passed unanimously via roll-call vote.
- IV. EXAMINATION OF PAYROLL REGISTERS:** Sue Sgambelluri moved to approve the August 8, 2025 payroll register for \$55,091.11. John West seconded the motion. The motion passed unanimously via roll-call vote.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A. Director's Report:** Anna Killion-Hanson shared that the Housing and Neighborhood Development Department will be presenting its 2026 budget to the Bloomington City Council on Wednesday, August 20, 2025, at 5:30 p.m. in the City Council Chambers. The presentation will also be accessible via Zoom. Killion-Hanson was available for questions.
- B. Legal Report:** Dana Kerr shared an update on the Memorandum of Understanding (MOU) with Bloomington Board of Public Works and the Red Cross which was approved by the RDC in Resolution 25-100. The MOU has been sent for review by the Red Cross and their Risk Department, and then will be returned to the City Legal Department. Then the process can move forward, allowing the Red Cross to proceed with its blood drives. Kerr was available for questions.
- C. Treasurer's Report:** City staff was available to answer questions.
- D. Business Development Update:** Jane Kupersmith shared that she is preparing the closeout documents for the Forge project. Kupersmith was available for questions.

## VI. NEW BUSINESS

- A. Resolution 25-102: Agreement with VET Environmental for Environmental Remediation Services at Hopewell.** Anna Killion-Hanson presented Resolution 25-102. As part of the 24 CFR Part 58 environmental review for Blocks 4 through 7, VET Environmental Engineering, LLC (VET) identified petroleum-related soil, groundwater, and soil-gas contamination at the northeast corner of 2nd and Rogers Streets, a former service station site. VET coordinated with IDEM and secured approval of an SMP (Soil Management Plan) and CCP (Contamination Control Plan). Given VET's site-specific technical knowledge, staff recommended retaining VET to ensure continuity and compliance with the IDEM-approved SMP/CCP. The City negotiated an agreement not to exceed \$152,486.26, which includes the excavation portion for their remediation services. The contamination was not identified in three prior Phase I or two Phase II assessments; it was discovered during VET's environmental review and investigative work. The property was acquired "as is." Work on Jackson Street is underway with ongoing testing and is not expected to delay other portions of the project. Killion-Hanson was available for questions.

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

Randy Cassady moved to approve Resolution 25-102. Laurie McRobbie seconded the motion. The motion passed unanimously via roll-call vote.

- B. Resolution 25-103: Approval of Amended Secondary Plat for Hopewell West.** Kendall Knoke presented Resolution 25-103, an amended secondary plat for Hopewell West. He explained that the RDC had previously approved a secondary plat that legally established the lots, but a subsequent surveyor discovered that critical information was missing, which made it difficult to accurately locate lots in the field. The amended plat corrects these omissions by adding metes and bounds to all lot lines. These revisions are the only changes between the original and amended plats. Knoke emphasized that there is no cost to the City for this work, as the surveyor who prepared the original plat completed the amendment at no charge. The Bloomington Housing Authority, another property owner in the subdivision, has already signed the amended plat. Once the RDC signs, City staff will record it.

During discussion, Randy Cassady asked for confirmation that the plat updates apply to Blocks 8, 9, and 10 located at the northwest corner of Second Street and Rogers Street. Staff confirmed that was correct.

A minor correction was noted for the record in Resolution 25-103: "metes and bounds" should be spelled with metes spelled correctly.

Knoke was available for questions.

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

Randy Cassady moved to approve Resolution 25-103 with the amendment. John West seconded the motion. The motion passed unanimously via roll-call vote.

- C. Resolution 25-104: Approval to Allow the Director of HAND to Grant Rights of Entry of RDC properties.** Dana Kerr presented Resolution 25-104. This resolution will grant authority to HAND's Director to approve short-term rights of entry to RDC owned properties. Examples include public safety training, artist access, or environmental contractor work. All approvals will require signed indemnity agreements and will be reported back at subsequent RDC meetings. Kerr was available for questions.

Randy Cassady suggested to add an expiration date to the Resolution.

Dana Kerr read the Amendment:

- **WHEREAS**, This Resolution shall expire on January 31<sup>st</sup> of each year unless extended by the RDC.”

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

Laurie McRobbie moved to approve Resolution 25-104, with the amendments. John West seconded the motion. The motion passed unanimously via roll-call vote.

- D. Resolution 25-105: Agreement with Tech Electronics of Indiana, LLC, for an Access Control System.** Jane Kupersmith presented Resolution 25-105. Kupersmith explained that the RDC had previously approved a Furniture, Fixtures, and Equipment (FFE) budget and an agreement with Tech Electronics for access control and video monitoring, but further work was identified as necessary to fully complete the system. The additional services include installation of badge readers and related access control hardware to ensure secure entry throughout the building.

Kupersmith noted that the additional cost of \$13,437.00 was already incorporated into the FFE budget adjustments approved in Resolutions 25-72 and 25-98. With this adjustment, the total contract amount with Tech Electronics is not to exceed \$154,449.56. Kupersmith was available for questions.

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

Randy Cassady moved to approve Resolution 25-105, with corrections to the Consolidated TIF funding reference. Laurie McRobbie seconded the motion. The motion passed unanimously via roll-call vote.

- VII. BUSINESS/GENERAL DISCUSSION** Randy Cassady noted the recent passing of Gail Cook and recognized her lasting contributions to the community.

- VIII. ADJOURNMENT** John West moved to adjourn. Randy Cassady seconded the motion. The meeting adjourned at 5:51 p.m.

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Deborah Myerson, President

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John West, Secretary

Date: \_\_\_\_\_

#### 4th Street Garage

RDC Responsibility	Tenant Responsibility
<ul style="list-style-type: none"><li>• Repair and maintain the exterior structure and common areas of the Premises, and all building systems, including the roof, foundation, structural walls, exterior doors, water, sewer, electric and gas lines to the point where they enter the Premises, and the HVAC system.</li></ul>	<ul style="list-style-type: none"><li>• Tenant shall be fully liable for all damage caused by Tenant, its employees or invitees in excess of ordinary wear and tear.</li><li>• Tenant shall repair, clean, and maintain the interior of the Premises in good order and repair including, without limitation replacing light bulbs and lighting, interior walls and wall coverings, floors and floor coverings, interior partition walls, interior doors, water, sewer, electric, and gas lines from the point where they enter the Premises.</li><li>• Tenant shall not be required to make repairs for damages (1) covered by warranty of a Landlord contractor, (2) caused by the Landlord, or (3) caused by another tenant or property owner of the building except those repairs necessitated by negligence or mis-use by Tenant or Tenant's employees, agents or invitees</li></ul>

(More properties below)

## Trades District Garage

RDC Responsibility	Tenant Responsibility
<ul style="list-style-type: none"><li>• Landlord agrees, to repair and maintain the exterior structure and common areas of the Premises, and all building systems, including the roof, foundation, structural walls, exterior doors, water, sewer, electric and gas lines to the point where they enter the Premises, and the HVAC</li><li>• Landlord shall be responsible for snow and ice removal and for any landscaping and mowing on the sidewalks and common areas around the Premises.</li></ul>	<ul style="list-style-type: none"><li>• Tenant shall maintain, keep clean, and take good care of the Premises, shall commit no waste therein or damage thereto and shall return the Premises, on the expiration or termination of the Term, in as good a condition as the Premises was in at the beginning of Tenant's occupancy, excepting ordinary wear and tear, casualty, and any damage not caused by Tenant.</li><li>• Tenants shall be responsible for cleaning, leaf removal, and snow and ice removal in and around the immediate entrance to the Premises.</li><li>• system.</li><li>• Tenant shall be fully liable for all damage caused by Tenant, its employees or invitees in excess of ordinary wear and tear.</li><li>• Tenant shall repair, clean, and maintain the interior of the Premises in good order and repair including, without limitation replacing light bulbs and lighting, interior walls and wall coverings, floors and floor coverings, interior partition walls, interior doors, water, sewer, electric, and gas lines from the point where they enter the Premises.</li><li>• Tenant shall not be required to make repairs for damages (1) covered by warranty of a Landlord contractor, (2) caused by the Landlord, or (3) caused by another tenant or property owner of the building except those repairs necessitated by negligence or mis-use by Tenant or Tenant's employees, agents or invitees.</li></ul>

## The Mill

RDC Responsibility	Tenant Responsibility
<ul style="list-style-type: none"> <li>• Replacement of the Mill's exterior structure as necessary, including doors and windows</li> <li>• Replacement of the roof and solar panels</li> <li>• Replacement of mechanical systems (electrical, plumbing, and HVAC) other than those referenced in Exhibit A, Section I</li> <li>• Repair of tuck-pointing on the north side of the Premises.</li> <li>• Painting and repair of ceilings remaining unrepaired from original renovation.</li> </ul>	<ul style="list-style-type: none"> <li>• Repair and maintenance building interior-walls, floors, floor coverings, ceilings, toilets, sinks, toilet paper dispensers, paper towel dispenses, soap dispensers, water fountains, lighting fixtures, railings, interior doors, interior door glass</li> <li>• Repair and maintenance of all electronic and telecommunications equipment and soft goods</li> <li>• Repair and maintenance of internal finishes, dividing walls, cubicles, freestanding chairs, tables, desks, counters, and other furniture</li> <li>• Repair and maintenance of the Mill's mechanical systems-electrical, plumbing, and HVAC (including annual service contract for HVAC system)</li> <li>• Repair and maintenance of the exterior of the Mill, including roof, solar panels, doors, and windows</li> <li>• Repair and maintenance of the Mill's fire alarm and sprinkler system, (including annual service contract for the alarm system) and fire extinguishers</li> <li>• Repair, maintenance, and replacement of security systems, cameras, door locks and window locks</li> <li>• Repair of flooring or floor covering within the Mill</li> <li>• Repair, maintenance, replacement and purchase of DMI -owned office equipment and furniture necessary for DMI operation, including interior and exterior furniture</li> <li>• Replacement, repair, and maintenance of information technology (IT) equipment, including servers, wireless network infrastructure, and any other IT or telecommunications equipment</li> <li>• Repair, maintenance, and replacement of lighting, signs, and any other items and</li> </ul>

	<p>equipment associated with the Mill</p> <ul style="list-style-type: none"> <li>• Landscaping and maintenance of the outdoor space on the Mill's legal parcel, including the Mill's Plaza, any public art, and all other green space and landscape architecture located on the Mill parcel.</li> <li>• An annual report on such repair and maintenance as well as preventative maintenance</li> </ul>
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### 627 N. Morton Street

***No agreement with property manager, SARGE. Maintenance has not been clarified well. This agreement & their execution of multiple leases need ratified.***

RDC Responsibility	Tenant Responsibility
<ul style="list-style-type: none"> <li>• Within city limits, Landlord will remove snow from all public walkways in accordance with City of Bloomington guidelines.</li> <li>• Mowing and trimming of the lawn, and all landscaping is the responsibility of the landlord</li> </ul>	<p>You agree at your expense to keep the leased premises in good repair, in a clean, slightly and sanitary condition, and free from vermin and rodents. You further agree not to do anything or allow anything to be done in or around the leased premises or the building in which the leased premises are located which would damage or decrease the value of the premises or the building. You agree to return the premises to the landlord in the same condition as it was initially received by you for tenancy. You agree to pay for loss or damage by fire, water or other causes due to your negligence</p>

## The Forge

RDC Responsibility	Tenant Responsibility
<ul style="list-style-type: none"> <li>• Replacement of the Forge's exterior structure as necessary, including doors and windows</li> <li>• Replacement of the roof, including the green roof system</li> <li>• Replacement of mechanical systems (electrical, plumbing, elevator, and HVAC)</li> <li>• Repair and maintenance of the roof top solar power system</li> </ul>	<p>The Mill shall be responsible for repairs, maintenance, and inspection, including:</p> <ul style="list-style-type: none"> <li>• Repair and maintenance building interior – walls, floors, floor coverings, ceilings, toilets, sinks, toilet paper dispensers, paper towel dispensers, soap dispensers, water fountains, lighting fixtures, railings, interior doors, interior door glass</li> <li>• Routine inspection and protective and preventative maintenance</li> <li>• Repair and maintenance of all electronic and telecommunications equipment and soft goods</li> <li>• Repair and maintenance of internal finishes, dividing walls, cubicles, freestanding chairs, tables, desks, counters, and other furniture</li> <li>• Repair and maintenance of the mechanical systems—electrical, plumbing, elevator, and HVAC (including annual service contract for HVAC system)</li> <li>• Repair and maintenance of the exterior of the premises, including roof, walls, doors, and windows</li> <li>• Repair and maintenance of the premise's fire alarm and sprinkler system, (including annual service contract for the alarm system) and fire extinguishers</li> <li>• Replacement, repair, and maintenance of security systems, cameras, door locks and window locks</li> <li>• Replacement, maintenance, and repair of flooring or floor covering within the premises</li> <li>• Replacement, repair, maintenance, and purchase of any Mill-owned equipment and furniture necessary for The Mill's operation</li> <li>• Replacement, repair, and maintenance of information technology (IT) equipment, including servers, wireless network infrastructure, and any other IT or</li> </ul>

	<p>telecommunications equipment</p> <ul style="list-style-type: none"> <li>• Repair, maintenance, and replacement of lighting, signs, and any other items and equipment associated with the premises</li> <li>• Landscaping and maintenance of the outdoor space on the premise's parcel, including but not limited to snow removal from the sidewalks and other green space or landscape architecture on the premises</li> </ul>
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### College Square- Indiana Legal Services

RDC Responsibility	Tenant Responsibility
<ul style="list-style-type: none"> <li>• Heating, cooling and ventilation.</li> <li>• Gas, electricity, water and sewer.</li> <li>• Tenant shall have access to the building's telephone and computer lines to connect and activate such services for use at the Premises.</li> <li>• Water in the common areas for lavatory and drinking purposes.</li> <li>• Washing of exterior and common area windows at intervals reasonably established by Landlord.</li> <li>• Cleaning and maintenance of the common areas, including the removal of rubbish and snow and landscaping services.</li> <li>• Replacement of all lamps, bulbs, starters and ballasts.</li> <li>• Landlord shall make all necessary repairs to the exterior walls, exterior doors, windows, corridors and other common areas of the building, and Landlord shall keep the building in a safe, clean and neat condition and use reasonable efforts to keep all equipment used in common with other tenants, such as elevators, plumbing, heating, air-conditioning and similar equipment, in good condition and repair.</li> <li>• Landlord shall keep and maintain the Premises in good order, condition and repair, except for those services that</li> </ul>	

are specifically an obligation of the Tenant to provide or pay for under this Lease.	
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### College Square- Weddle

RDC Responsibility	Tenant Responsibility
<ul style="list-style-type: none"> <li>Repair that occurs outside the Temporary Premises ( except those repairs necessitated by negligence or misuse by Tenant or Tenant's employees, agents or invitees), repairs to utility lines, and non-structural repairs caused by Landlord's negligence shall be Landlord's sole responsibility.</li> <li>Tenant shall <u>not</u> be required to make repairs for damages (1) covered by warranty of a Landlord contractor, (2) caused by the Landlord, or (3) caused by another tenant or property owner of the building except those repairs necessitated by negligence or mis-use by Tenant or Tenant's employees, agents or invitees Tenant shall pay for all utilities and services based upon or in connection with its usage of the Temporary Premises, including but not limited to gas, electricity, sewer, and water.</li> </ul>	<ul style="list-style-type: none"> <li>Tenant shall maintain, keep clean, and take good care of the Temporary Premises and common areas, shall commit no waste therein or damage thereto and shall return the Temporary Premises, on the expiration or termination of the Term, in as good a condition as the Temporary Premises was in at the beginning of Tenant's occupancy, excepting ordinary wear and tear, casualty, and any damage not caused by Tenant.</li> <li>Tenant shall be responsible for cleaning, leaf removal, snow and ice removal, trash removal, janitorial services, and landscaping and mowing on the Temporary Premises and all common areas.</li> <li>Tenant shall be responsible for all maintenance and repair to the Temporary Premises.</li> <li>Tenant shall maintain the interior of the Temporary Premises in good order and repair including replacing light bulbs and lighting.</li> <li>Tenant shall perform routine maintenance and minor repair of the HVAC units.</li> <li>Tenant shall be responsible for the cost of any communications and data services and installation required for Tenant's needs.</li> <li>Tenant shall begin paying utilities upon execution of this Agreement, and continue through the Term of this Agreement.</li> </ul>



**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: 08-29-2025 (\$255,972.38)  
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 08-16-2025 to 08-29-2025. 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 08-16-2025 to 08-29-2025, 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.

Signed by:

E9A0FAE19B82413...

Margie Rice, Corporation Counsel

## REGISTER OF CLAIMS

## Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
08/29/25	Claims				\$255,972.38
					<u>\$255,972.38</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 \$255,972.38

Dated this 22<sup>nd</sup> day of Aug. 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 Sililand



# Board of Redevelopment Commission Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 1101 - General</b>										
Department <b>15 - HAND</b>										
Program <b>151600 - Title 16</b>										
Account <b>52110 - Office Supplies</b>										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1JYX-4WXD-TTJ6	15-dry erase markers, envelope sealers, folders	Paid by EFT # 67522		08/19/2025	08/19/2025	08/29/2025		08/29/2025	66.95
Account <b>52110 - Office Supplies</b> Totals									Invoice Transactions 1	\$66.95
Account <b>52420 - Other Supplies</b>										
8658 - Kleindorfer's Hardware LLC	27797	15-6' Ladder for Truck #220	Paid by EFT # 67663		08/19/2025	08/19/2025	08/29/2025		08/29/2025	99.99
8658 - Kleindorfer's Hardware LLC	41039	15-Hard Hats (4) for the Inspectors	Paid by EFT # 67663		08/19/2025	08/19/2025	08/29/2025		08/29/2025	63.96
Account <b>52420 - Other Supplies</b> Totals									Invoice Transactions 2	\$163.95
Program <b>151600 - Title 16</b> Totals									Invoice Transactions 3	\$230.90
Department <b>15 - HAND</b> Totals									Invoice Transactions 3	\$230.90
Fund <b>1101 - General</b> Totals									Invoice Transactions 3	\$230.90
<b>Fund 2209 - LIT - Economic Development</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53960 - Grants</b>										
9948 - ALF, LLC	R101-Cole	15-R101-A. Cole-1425 S Walnut St, Apt #4	Paid by EFT # 67519		08/19/2025	08/19/2025	08/29/2025		08/29/2025	500.00
9928 - Tamara F Baugh (Westmoreland LLC)	R101-Smith	15-R101-B. Smith-205 N Kimble Dr	Paid by EFT # 67536		08/19/2025	08/19/2025	08/29/2025		08/29/2025	500.00
9866 - Casey Winningham	126	15-Prospect Hill Neighbor Improv grant/Fix 11 monuments Rosehill	Paid by EFT # 67789		08/19/2025	08/19/2025	08/29/2025		08/29/2025	2,100.00
9866 - Casey Winningham	127	15-Prospect Hill Neighbor Improv grant/Fix 5 monuments Rosehill	Paid by EFT # 67789		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,000.00
9866 - Casey Winningham	130	15-Prospect Hill Neighbor Improv grant/Fix 3 monuments Rosehill	Paid by EFT # 67789		08/19/2025	08/19/2025	08/29/2025		08/29/2025	800.00
1785 - Monroe County Land Title Co., INC (Title Plus)	CLSNG-8.22.25	15-Down Payment Closing Cost-Nesbitt, 1963 S Bernard Dr.	Paid by EFT # 67510		08/21/2025	08/21/2025	08/21/2025		08/21/2025	10,000.00
Account <b>53960 - Grants</b> Totals									Invoice Transactions 6	\$14,900.00



# Board of Redevelopment Commission Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>2209 - LIT – Economic Development</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
7862 - Torrance E Hamilton (Winslow Ranch Marketing, LLC)	1631	15-Social Media Marketing for the HAND Department - 7/31/2025	Paid by EFT # 67618		08/19/2025	08/19/2025	08/29/2025		08/29/2025	580.00
203 - INDIANA UNIVERSITY	96014306	15-O'Neill Leadership Prog-Wk Study-Valencia-Reynolds-9/24-5/25	Paid by Check # 80499		08/19/2025	08/19/2025	08/29/2025		08/29/2025	416.62
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions 2		<u>\$996.62</u>	
Program <b>150000 - Main</b> Totals							Invoice Transactions 8		<u>\$15,896.62</u>	
Department <b>15 - HAND</b> Totals							Invoice Transactions 8		<u>\$15,896.62</u>	
Fund <b>2209 - LIT – Economic Development</b> Totals							Invoice Transactions 8		<u>\$15,896.62</u>	
Fund <b>2404 - HOME</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007240877	15-HOME-Legal Notice -Consolidated Annual Performance & Eval Rpt	Paid by EFT # 301		08/19/2025	08/19/2025	08/29/2025		08/29/2025	38.48
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007240852	15-HOME-Legal Notice-Five Year Consolidated Plan Draft 2025-2029	Paid by EFT # 301		08/19/2025	08/19/2025	08/29/2025		08/29/2025	34.84
686 - Habitat For Humanity of Monroe County INC	H4H-4.23.25 1991	15-HOME-Habitat New Const-1991 S Bernard Dr-Final	Paid by EFT # 302		08/19/2025	08/19/2025	08/29/2025		08/29/2025	6,000.00
686 - Habitat For Humanity of Monroe County INC	H4H-4.22.25 1963	15-HOME-Habitat New Construction-1963 S Bernard Dr-Final	Paid by EFT # 302		08/19/2025	08/19/2025	08/29/2025		08/29/2025	6,000.00
686 - Habitat For Humanity of Monroe County INC	H4H-4.22.25 1987	15-HOME-Habitat New Const-1987 S Bernard Dr-Final	Paid by EFT # 302		08/19/2025	08/19/2025	08/29/2025		08/29/2025	6,000.00
6900 - Northeast & Bucks Co (Mullin & Lonergan Assoc)	1291-04/09	15-Consultant Services-5 year consolidated Plan-5/31/25	Paid by EFT # 303		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,411.50
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions 6		<u>\$19,484.82</u>	
Program <b>150000 - Main</b> Totals							Invoice Transactions 6		<u>\$19,484.82</u>	
Department <b>15 - HAND</b> Totals							Invoice Transactions 6		<u>\$19,484.82</u>	
Fund <b>2404 - HOME</b> Totals							Invoice Transactions 6		<u>\$19,484.82</u>	



# Board of Redevelopment Commission Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 2505 - CC Jack Hopkins NR17-42 (S0011)</b>										
Department <b>05 - Common Council</b>										
Program <b>050000 - Main</b>										
Account <b>53960 - Grants</b>										
7958 - Healing Hands Outreach Center INC	JH25-8.4.25	15-JH25-Food & Snacks-Aug 2025	Paid by EFT # 67622		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,546.25
18311 - New Leaf/New Life, INC	JH25-8.11.25	15-JH25-mens clothing-7/28-8/5/25	Paid by EFT # 67697		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,622.80
2942 - People & Animal Learning Services, INC	10067	15-JH25-adult group Horsemanship lessons - 7/31/25 & 8/7/25	Paid by EFT # 67709		08/19/2025	08/19/2025	08/29/2025		08/29/2025	800.00
Account <b>53960 - Grants</b> Totals							Invoice Transactions 3			\$3,969.05
Program <b>050000 - Main</b> Totals							Invoice Transactions 3			\$3,969.05
Department <b>05 - Common Council</b> Totals							Invoice Transactions 3			\$3,969.05
Fund <b>2505 - CC Jack Hopkins NR17-42 (S0011)</b> Totals							Invoice Transactions 3			\$3,969.05
<b>Fund 2519 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
6378 - ANN-KRISS, LLC	714SRGRS-7.18.25	15-714 S Rogers-secure bldg-Repair Windows/Remove Veg & awning	Paid by EFT # 67524		08/19/2025	08/19/2025	08/29/2025		08/29/2025	2,285.00
6378 - ANN-KRISS, LLC	72160-21-7.15.25	15-714 S Rogers-close & repair damage windows/plywood from vanda	Paid by EFT # 67524		08/19/2025	08/19/2025	08/29/2025		08/29/2025	300.00
321 - Harrell Fish, INC (HFI)	ZW29174	15-Mechanical Room Drain Clog repair at Showers West-6/3	Paid by EFT # 67620		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,127.39
7402 - Nature's Way, INC	1555	15-manual bed weed control 6/26/25 & 7/2/25	Paid by EFT # 67695		08/19/2025	08/19/2025	08/29/2025		08/29/2025	190.00
7402 - Nature's Way, INC	1175	15-manual bed weed control 5/8/25 & 5/28/25	Paid by EFT # 67695		08/19/2025	08/19/2025	08/29/2025		08/29/2025	190.00
7402 - Nature's Way, INC	1550	15-manual bed weed control 6/19, 6/26, 7/1/25; watering4/16-6/29	Paid by EFT # 67695		08/19/2025	08/19/2025	08/29/2025		08/29/2025	3,273.00
7402 - Nature's Way, INC	869	15-manual bed weed control 4/15 & 4/22/25; post emergent 4/28/25	Paid by EFT # 67695		08/19/2025	08/19/2025	08/29/2025		08/29/2025	2,068.00



# Board of Redevelopment Commission Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>2519 - RDC</b>										
Department <b>15 - HAND</b>										
Program <b>150000 - Main</b>										
Account <b>53990 - Other Services and Charges</b>										
7402 - Nature's Way, INC	870	15-manual bed weed control 4/22/25	Paid by EFT # 67695		08/19/2025	08/19/2025	08/29/2025		08/29/2025	95.00
7402 - Nature's Way, INC	1174	15-manual bed weed control 5/8 & 5/29/25 seasonal install 5/7/25	Paid by EFT # 67695		08/19/2025	08/19/2025	08/29/2025		08/29/2025	3,910.50
7402 - Nature's Way, INC	1765	15-Monthly Interior Maint-Showers West Plaza-August 2025	Paid by EFT # 67695		08/19/2025	08/19/2025	08/29/2025		08/29/2025	276.85
7402 - Nature's Way, INC	1817	15-Flowering Plant Rotation -Showers West -7/31/2025	Paid by EFT # 67695		08/19/2025	08/19/2025	08/29/2025		08/29/2025	144.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-269124	15-Janitorial services- 222 S College Ave/June 2025/correction	Paid by EFT # 67747		08/19/2025	08/19/2025	08/29/2025		08/29/2025	397.50
8353 - Umphress Masonry, INC	81025-2	15-The Mill, South Wall Reconstruction-7/7-8/1/25-FINAL	Paid by EFT # 67768		08/19/2025	08/19/2025	08/29/2025		08/29/2025	100,734.93
13969 - AT&T Mobility II, LLC	2873273216180825	06-Unlim'td LTE Laptp/Hotsp 7/12-8/11/25-287327321618X08192025	Paid by Check # 80469		08/20/2025	08/20/2025	08/20/2025		08/20/2025	29.24
13969 - AT&T Mobility II, LLC	2873273216180725	06-Unlim'td LTE Laptp/Hotsp-6/12-7/11/25-287327321618X07192025	Paid by Check # 80468		08/20/2025	08/20/2025	08/20/2025		08/20/2025	29.24
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888952-4080725	15-489 W. 10th St-Unit #2-gas bill 07/02/25-08/01/25	Paid by Check # 80489		08/20/2025	08/20/2025	08/20/2025		08/20/2025	101.34
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions 16		\$115,151.99	
Program <b>150000 - Main</b> Totals							Invoice Transactions 16		\$115,151.99	
Department <b>15 - HAND</b> Totals							Invoice Transactions 16		\$115,151.99	
Fund <b>2519 - RDC</b> Totals							Invoice Transactions 16		\$115,151.99	



# Board of Redevelopment Commission Claim Register

Invoice Date Range 08/16/25 - 08/29/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>2529 - Housing Develop (Ord16-41)(S9506)</b>										
Department <b>15 - HAND</b>										
Program <b>150500 - Housing</b>										
Account <b>53990 - Other Services and Charges</b>										
7768 - Bloomington Cooperative Living Incorporated	July 2025	15-Housing Dev Fund-410 W. Kirkwood Ave-July 2025 bookkeeping	Paid by EFT # 67543		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,380.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$1,380.00
Program <b>150500 - Housing</b> Totals							Invoice Transactions	1		\$1,380.00
Department <b>15 - HAND</b> Totals							Invoice Transactions	1		\$1,380.00
Fund <b>2529 - Housing Develop (Ord16-41)(S9506)</b> Totals							Invoice Transactions	1		\$1,380.00
Fund <b>4445 - Consolidated TIF</b>										
Department <b>15 - HAND</b>										
Program <b>159001 - Adams Crossing Area</b>										
Account <b>53990 - Other Services and Charges</b>										
9941 - Flintlock LTD CO	357163	15-Design of Hopewell South, Blocks 9 & 10 - 8/1/25	Paid by EFT # 67603		08/19/2025	08/19/2025	08/29/2025		08/29/2025	31,125.00
6330 - Marshall Security LLC	3923	15-Hopewell Security Patrol-7/1-7/31/25	Paid by EFT # 67677		08/19/2025	08/19/2025	08/29/2025		08/29/2025	10,625.64
3444 - Rundell Ernstberger Associates, INC	2022-1671-33	15-Hopewell PH 1 East - Inspection-thru 6/30/25	Paid by EFT # 67730		08/19/2025	08/19/2025	08/29/2025		08/29/2025	24,977.91
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	3		\$66,728.55
Program <b>159001 - Adams Crossing Area</b> Totals							Invoice Transactions	3		\$66,728.55
Program <b>159002 - Downtown Area</b>										
Account <b>53990 - Other Services and Charges</b>										
7509 - Axis Architecture + Interiors, LLC	2024059-002	15-The Forge Furniture Package Design-1/1-6/30/2025	Paid by EFT # 67530		08/19/2025	08/19/2025	08/29/2025		08/29/2025	1,205.75
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	1		\$1,205.75
Program <b>159002 - Downtown Area</b> Totals							Invoice Transactions	1		\$1,205.75
Program <b>159006 - West 17th Street Area</b>										
Account <b>53990 - Other Services and Charges</b>										
19362 - CrossRoad Engineers, PC	251123	07-B-Line Extension (CE) 06/28/25-08/01/25	Paid by EFT # 67578		08/19/2025	08/19/2025	08/29/2025		08/29/2025	149.70
9733 - Keramida Environmental INC (Keramida, INC)	140571R-A	15-B-Line Environmental Soil Testing, Ad #1-HAND portion	Paid by EFT # 67662		08/19/2025	08/19/2025	08/29/2025		08/29/2025	31,775.00
Account <b>53990 - Other Services and Charges</b> Totals							Invoice Transactions	2		\$31,924.70
Program <b>159006 - West 17th Street Area</b> Totals							Invoice Transactions	2		\$31,924.70



# Board of Redevelopment Commission Claim Register

Invoice Date Range 08/16/25 - 08/29/25

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 Totals								Invoice Transactions	6	\$99,859.00
Fund 4445 - Consolidated TIF Totals								Invoice Transactions	6	\$99,859.00
Grand Totals								Invoice Transactions	43	\$255,972.38



**KERRY THOMSON**  
**MAYOR**

**CITY OF BLOOMINGTON**

401 N Morton St  
Post Office Box 100  
Bloomington IN 47402

**JESSICA MCCLELLAN**  
**CONTROLLER**

**CONTROLLER'S OFFICE**

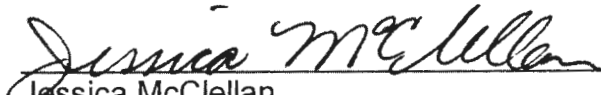
p 812.349.3416  
f 812.349.3456  
controller@bloomington.in.gov

## **Payroll Register Cover Letter**

**To:** Redevelopment Commission  
**From:** Jessica McClellan, Controller  
**Date:** August 22, 2025  
**Re:** Payroll Register

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City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 08/04/2025 to 08/17/2025. 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



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 08/22/25 - 08/22/25  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
10000 Arnold, Michael L 0051	08/22/2025	2,790.08		.00	297.61	170.71	39.93	78.45	55.96	185.84	1,961.58
			.00	.00	2,653.46	2,753.46	2,753.46	2,653.46	2,653.46		
		\$2,790.08	\$0.00	\$0.00	\$297.61	\$170.71	\$39.93	\$78.45	\$55.96	\$185.84	\$1,961.58
10000 Bixler, Daniel R 2594	08/22/2025	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	08/22/2025	2,951.77		.00	381.46	176.00	41.16	84.71	60.71	187.02	2,020.71
			.00	.00	2,823.79	2,838.79	2,838.79	2,823.79	2,823.79		
		\$2,951.77	\$0.00	\$0.00	\$381.46	\$176.00	\$41.16	\$84.71	\$60.71	\$187.02	\$2,020.71
10000 Collins, Barry 0111	08/22/2025	1,800.00		.00	248.73	111.60	26.10	54.00	31.50	.00	1,328.07
			.00	.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00		
		\$1,800.00	\$0.00	\$0.00	\$248.73	\$111.60	\$26.10	\$54.00	\$31.50	\$0.00	\$1,328.07
2771 Council, David R	08/22/2025	1,480.89		.00	52.09	77.41	18.10	34.20	24.40	326.73	947.96
			.00	.00	1,178.56	1,248.56	1,248.56	1,178.56	1,178.56		
		\$1,480.89	\$0.00	\$0.00	\$52.09	\$77.41	\$18.10	\$34.20	\$24.40	\$326.73	\$947.96
3232 Davis, Rebecca D	08/22/2025	2,790.07		.00	342.07	169.01	39.52	80.71	57.57	106.35	1,994.84
			.00	.00	2,690.18	2,726.18	2,726.18	2,690.18	2,690.18		
		\$2,790.07	\$0.00	\$0.00	\$342.07	\$169.01	\$39.52	\$80.71	\$57.57	\$106.35	\$1,994.84
10000 Finley, Christina L 0187	08/22/2025	4,242.43		.00	611.22	243.26	56.89	116.25	83.75	368.95	2,762.11
			.00	.00	3,913.57	3,923.57	3,923.57	3,913.57	3,913.57		
		\$4,242.43	\$0.00	\$0.00	\$611.22	\$243.26	\$56.89	\$116.25	\$83.75	\$368.95	\$2,762.11
2393 Hayes, Chastina J	08/22/2025	1,813.56		.00	122.17	104.58	24.46	49.85	29.08	168.05	1,315.37
			.00	.00	1,661.71	1,686.71	1,686.71	1,661.71	1,661.71		
		\$1,813.56	\$0.00	\$0.00	\$122.17	\$104.58	\$24.46	\$49.85	\$29.08	\$168.05	\$1,315.37
3496 Hershman, Felicia J	08/22/2025	2,024.04		.00	156.44	120.73	28.23	58.42	41.67	112.78	1,505.77
			.00	.00	1,947.24	1,947.24	1,947.24	1,947.24	1,947.24		
		\$2,024.04	\$0.00	\$0.00	\$156.44	\$120.73	\$28.23	\$58.42	\$41.67	\$112.78	\$1,505.77
			\$0.00	\$0.00	\$1,947.24	\$1,947.24	\$1,947.24	\$1,947.24	\$1,947.24		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 08/22/25 - 08/22/25

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
3183 Hyten LaFontaine, Stephanie L	08/22/2025	3,817.31		.00	469.64	233.74	54.67	96.95	69.16	547.27	2,345.88
			.00	.00	3,270.04	3,770.04	3,770.04	3,270.04	3,270.04		
		\$3,817.31	\$0.00	\$0.00	\$469.64	\$233.74	\$54.67	\$96.95	\$69.16	\$547.27	\$2,345.88
3306 Killion-Hanson, Anna	08/22/2025	4,666.00		.00	297.83	274.63	64.23	132.89	94.79	236.36	3,565.27
			.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	\$274.63	\$64.23	\$132.89	\$94.79	\$236.36	\$3,565.27
1516 Liford, Kenneth T	08/22/2025	2,790.08		.00	233.94	172.98	40.47	82.80	59.07	46.60	2,154.22
			.00	.00	2,760.08	2,790.08	2,790.08	2,760.08	2,760.08		
		\$2,790.08	\$0.00	\$0.00	\$233.94	\$172.98	\$40.47	\$82.80	\$59.07	\$46.60	\$2,154.22
2557 Radewan, Tonda L	08/22/2025	2,105.27		.00	158.38	122.66	28.69	57.75	41.19	141.85	1,554.75
			.00	.00	1,963.42	1,978.42	1,978.42	1,963.42	1,963.42		
		\$2,105.27	\$0.00	\$0.00	\$158.38	\$122.66	\$28.69	\$57.75	\$41.19	\$141.85	\$1,554.75
1378 Sandweiss, Noah S	08/22/2025	3,156.62		.00	431.02	191.86	44.87	91.68	65.40	80.50	2,251.29
			.00	.00	3,094.49	3,094.49	3,094.49	3,094.49	3,094.49		
		\$3,156.62	\$0.00	\$0.00	\$431.02	\$191.86	\$44.87	\$91.68	\$65.40	\$80.50	\$2,251.29
10000 Stong, Mary J 0471	08/22/2025	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	08/22/2025	3,817.31		.00	663.82	237.25	55.49	114.35	81.57	44.34	2,620.49
			.00	.00	3,811.77	3,826.77	3,826.77	3,811.77	3,811.77		
		\$3,817.31	\$0.00	\$0.00	\$663.82	\$237.25	\$55.49	\$114.35	\$81.57	\$44.34	\$2,620.49
3781 Tamewitz, Steven W	08/22/2025	2,790.08		.00	329.86	172.98	40.46	79.04	56.38	155.39	1,955.97
			.00	.00	2,634.69	2,790.08	2,790.08	2,634.69	2,634.69		
		\$2,790.08	\$0.00	\$0.00	\$329.86	\$172.98	\$40.46	\$79.04	\$56.38	\$155.39	\$1,955.97
2477 Toothman, Cody B	08/22/2025	3,817.31		.00	271.09	225.71	52.79	108.06	75.44	184.85	2,899.37
			.00	.00	3,640.46	3,640.46	3,640.46	3,640.46	3,640.46		
		\$3,817.31	\$0.00	\$0.00	\$271.09	\$225.71	\$52.79	\$108.06	\$75.44	\$184.85	\$2,899.37
			\$0.00	\$0.00	\$3,640.46	\$3,640.46	\$3,640.46	\$3,640.46	\$3,640.46		



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 08/22/25 - 08/22/25  
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department <b>HAND - Housing &amp; Neighborhood Dev</b>											
2305 Van Rooy, Angela L	08/22/2025	4,159.73		.00	358.05	257.91	60.32	118.79	84.74	249.15	3,030.77
			.00	.00	3,959.73	4,159.73	4,159.73	3,959.73	3,959.73		
		\$4,159.73	\$0.00	\$0.00	\$358.05	\$257.91	\$60.32	\$118.79	\$84.74	\$249.15	\$3,030.77
728 Wright, Edward E	08/22/2025	2,105.26	\$0.00	\$0.00	\$3,959.73	\$4,159.73	\$4,159.73	\$3,959.73	\$3,959.73		
			.00	.00	190.23	118.29	27.67	57.24	33.39	229.70	1,448.74
			.00	.00	1,907.86	1,907.86	1,907.86	1,907.86	1,907.86		
		\$2,105.26	\$0.00	\$0.00	\$190.23	\$118.29	\$27.67	\$57.24	\$33.39	\$229.70	\$1,448.74
			\$0.00	\$0.00	\$1,907.86	\$1,907.86	\$1,907.86	\$1,907.86	\$1,907.86		
HAND - Housing & Neighborhood Dev		\$58,013.16	\$0.00	\$0.00	\$6,114.61	\$3,466.80	\$810.81	\$1,632.38	\$1,142.95	\$3,873.79	\$40,971.82
			\$0.00	\$0.00	\$54,720.34	\$55,916.73	\$55,916.73	\$54,720.34	\$54,720.34		
Grand Totals		\$58,013.16	\$0.00	\$0.00	\$6,114.61	\$3,466.80	\$810.81	\$1,632.38	\$1,142.95	\$3,873.79	\$40,971.82
			\$0.00	\$0.00	\$54,720.34	\$55,916.73	\$55,916.73	\$54,720.34	\$54,720.34		

\*\*\*\*\* Multiple Taxes or Deductions Exist.

**REGISTER OF PAYROLL CLAIMS**  
**Board: Redevelopment Claim Register**

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/22/2025	Payroll				58,013.16
					<u>58,013.16</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 **\$ 58,013.16**

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 \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE  
CITY OF BLOOMINGTON THROUGH ITS BOARD OF PUBLIC WORKS  
AND ITS REDEVELOPMENT COMMISSION  
AND  
THE SOUTHEAST CHAPTER OF THE  
AMERICAN RED CROSS INDIANA REGION**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Bloomington, through its Board of Public Works (“BPW”) and its Redevelopment Commission (“RDC,” and collectively the “City”), and the Southeast Chapter of the American Red Cross Indiana Region (“Red Cross”), (collectively the “Parties”), and arises out of the collective desire to allow the Red Cross to conduct community blood drives in portions of the Showers Building, and possibly other designated locations, owned or operated by the BPW and/or RDC (“City Property”).

**NOW, THEREFORE,** the Parties agree as follows:

1. The Red Cross may use certain designated areas of City Property for the purpose of running community blood drives. Such areas will be designated by the City and may change from time to time at the City’s discretion.
2. The Red Cross will communicate with the Public Works Department, as the representative of the City, for scheduling, locations, and other details of community blood drives to be held on City Property.
3. The Public Works Department and the Red Cross will each specify a contact(s) for a particular drive.
4. The City may make certain restrictions or certain requirements unique to the designated areas. As an example, food and beverages (other than water) are not allowed in City Council Chambers. A list of expectations for the designated space will be provided by the City.
5. All set-up or tear-down requirements for any blood drive shall be completed at the sole expense and effort of the Red Cross. The Red Cross may re-arrange tables and chairs with the permission of the City. After the event, the Red Cross shall return the space to the

manner in which it was originally arranged. As an example, City Council Chambers must have all tables and chairs returned to their original position.

6. The Red Cross shall provide signage and, when necessary, a greeter to direct donors so that the operations of the City are not impeded.
7. The Red Cross shall be responsible for ensuring no bloodborne pathogens, medical waste, hazardous materials, or general waste materials remain on City Property and must immediately remediate any release/spillage of hazardous or parthenogenic materials or substances that occur on City Property. The Red Cross shall notify the City immediately if such a release occurs. Upon completion of the blood drive, the Red Cross shall properly sanitize all surfaces of chairs, tables, or other materials, whatsoever, which may have come into contact with hazardous or parthenogenic materials or substances.
8. The Red Cross shall indemnify and hold harmless the City, its officers, members, employees and agents from any and all legal liabilities for claims, actions, causes of action, demands, damages, losses, judgments, and liens relating to or arising out of any bodily injuries, death or tangible property damage, but only to the extent of the negligent, reckless, or intentional acts or omission of the Red Cross and/or any of its officers, agents, officials, employees, volunteers, or subcontractors (collectively "Red Cross Agents"). Such indemnity shall include reasonable attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith.
9. The Red Cross shall maintain commercial general liability insurance in the following amounts: \$1,000,000 for each occurrence; \$1,000,000 for personal injury and advertising injury; and \$2,000,000 general aggregate. All 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 and the RDC, which includes its officers, employees and agents, as additional insured. Such policies shall stipulate that the insurance will operate as primary insurance for all Red Cross Agents.
10. This MOU shall remain in effect until December 31, 2026. However, either Party may terminate this MOU at any time with seven (7) days' notice to the other Party. Further, should circumstances outside the control of the City, or an unexpected critical need arise, the City may cancel a particular blood drive up until and including the start of said drive.
11. Neither the City nor the Red Cross may assign any rights or duties under this MOU without the prior written consent of the other party. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than the Parties.

12. This MOU shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this MOU shall be in the the nearest Federal Court, in or around Monroe County, Indiana.

**IN WITNESS WHEREOF**, the Parties to this MOU have hereunto set their hands.

**CITY OF BLOOMINGTON AND  
REDEVELOPMENT COMMISSION**

**SOUTHEAST CHAPTER OF THE  
AMERICAN RED CROSS INDIANA  
REGION**

**BY:**

**BY:**

\_\_\_\_\_  
Kayla Cox-Deckard, Chair      DATED  
Bloomington Board of Public Works

\_\_\_\_\_  
(Name Signed)      DATED

\_\_\_\_\_  
Margie Rice, Corporation Counsel      DATED  
City of Bloomington

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
Deborah Myerson, President      DATED  
Bloomington Redevelopment Commission

\_\_\_\_\_  
(Title)

**25-106  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF FUNDING FOR CHANGE ORDER 1 FOR  
HOPEWELL WEST**

- 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”); and
- 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), including development of the main hospital site west of Rogers Street (“Project”); and
- WHEREAS, in Resolution 25-87, the RDC approved an Agreement with Crider & Crider, Inc. (“Crider & Crider”); and
- WHEREAS, pursuant to the terms of the Agreement, Crider & Crider agreed to complete certain infrastructure improvement (“Construction Services”) for an amount not to exceed One Million Six Hundred Eighty-Seven Thousand Three Hundred Eighteen Dollars and Eighty-Five Cents (\$1,687,318.85); and
- WHEREAS, additional work not negotiated at the time the Agreement was awarded is required. The additional work includes necessary items to stockpile soils for testing purposes in accordance with the Soil Management Plan and the addition of 14 days to accommodate the additional work, as outlined in the attached Exhibit A (“Change Order 1”); and
- WHEREAS, City staff and Crider & Crider believe Change Order 1 to the Agreement is necessary and appropriate; and
- WHEREAS, Change Order 1 is in the amount of One Hundred Fifty-Three Thousand Four Hundred Forty-Four Dollars and Seventy Cents (\$153,444.70), which would modify the existing Agreement with Crider & Crider from a total amount not to exceed One Million Six Hundred Eighty-Seven Thousand Three Hundred Eighteen Dollars and Eighty-Five Cents (\$1,687,318.85) to One Million Eight Hundred Forty Thousand Seven Hundred Sixty-Three Dollars and Fifty-Five Cents (\$1,840,763.55); and
- WHEREAS, the Bloomington Board of Public Works reviewed and approved this Change Order 1 on August 26, 2025; 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 approves Change Order 1 and authorizes additional funding for the Agreement in an amount not to exceed One Million Six Hundred Eighty-Seven Thousand Three Hundred Eighteen Dollars and Eighty-Five Cents (\$1,687,318.85) to pay for the additional work as detailed in Exhibit A.
3. 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.
4. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson, President

ATTEST:

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John West, Secretary

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Date



# City of Bloomington, Indiana

## Change Order Details

Hopewell West (S. Jackson Street & S. Rogers Street)

Description	This project shall include, but is not limited to, the construction of one block of Jackson Street and the reconstruction of one block of Rogers Street, from 1st Street to 2nd Street. The project scope includes installation of new stormwater infrastructure, sidewalks, a multi-use path, and a protected bike lane.
Prime Contractor	Crider & Crider, Inc. 1900 Liberty Drive Bloomington, IN 47403
Change Order	1
Status	Pending
Date Created	07/23/2025
Type	Scope Changes
Summary	Stockpiling of Excavated Soils for Testing
Change Order Description	<p>Due to soil testing requirements on the Hopewell West site, this change order includes the necessary items to stockpile soils for testing purposes in accordance with the Soil Management Plan.</p> <p><b>New Items Added to the Contract:</b></p> <ul style="list-style-type: none"><li>• <b>Stockpiled Material</b> – Includes stripping topsoil, transporting and stockpiling all excavated soils to the designated location, performing dozer work as necessary to move piles to final location, complete grading, redistributing soils as needed for subgrade treatment, furnishing all labor, equipment, and materials required to perform the work.</li><li>• <b>Silt Fence</b> – Installation of silt fence around soil stockpiles as needed, estimated quantity of 600 LFT.</li></ul> <p><b>Quantity Increase to Existing Item:</b></p> <ul style="list-style-type: none"><li>• <b>Seed Mixture, Type U, Modified</b> – Increase in quantity to establish vegetation in all disturbed areas created by the soil stockpiling operation.</li></ul>

**Time Limit Change:** An additional fourteen (14) calendar days will be added to the contract time to accommodate the additional work described above.

<b>Awarded Project Amount</b>	\$1,687,318.85
<b>Authorized Project Amount</b>	\$1,687,318.85
<b>Change Order Amount</b>	\$153,444.70
<b>Revised Project Amount</b>	\$1,840,763.55

## Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Description									
0042	621-06554	LBS	\$12.500	200.000	\$2,500.00	150.000	\$1,875.00	350.000	\$4,375.00
Seed Mixture, Type U, Modified									
			Funding Details						
			Bid	200.000	\$2,500.00	0.000	\$0.00	200.000	\$2,500.00
			Stockpile	0.000	\$0.00	150.000	\$1,875.00	150.000	\$1,875.00
1 item			Totals		\$2,500.00		\$1,875.00		\$4,375.00

## New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
<b>Section: 1 - Description</b>					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
0110	111-04715	CYS	7,022.000	\$21.350	\$149,919.70
STOCKPILED MATERIAL:					
Funding Details					
		Stockpile	7,022.000	\$21.350	\$149,919.70
0120	205-06937	LFT	600.000	\$2.750	\$1,650.00
TEMPORARY SILT FENCE					
Funding Details					
		Stockpile	600.000	\$2.750	\$1,650.00
2 items					Total: \$151,569.70

## Funding Summary

Fund Package	Original Amount	Authorized Amount	Pending Change	Revised Amount
Bid	\$1,687,318.85	\$1,687,318.85	\$0.00	\$1,687,318.85
Stockpile	\$0.00	\$0.00	\$153,444.70	\$153,444.70
2 fund packages	\$1,687,318.85	\$1,687,318.85	\$153,444.70	\$1,840,763.55

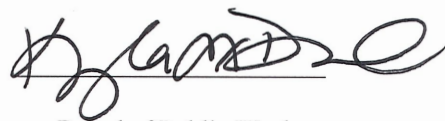
## Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
Completion Date	11/01/2025	11/01/2025	14.0 Days	11/15/2025

The maximum allowed project duration shall be ninety (90) calendar days. Liquidated damages of one thousand dollars (\$1000) per calendar day will be assessed starting on the ninety-first (91st) calendar day after the start date or on November 2, 2025.

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
1 time limit				

Not valid until signed by the Engineer, Contractor, and Owner

_____	_____	
Engineer	Contractor	Board of Public Works
_____	_____	<u>Board President</u>
Title	Title	Title
_____	_____	<u>August 26, 2025</u>
Date	Date	Date

# Doc Express® Document Signing History

Contract: Hopewell West (S. Jackson Street & S. Rogers Street) Document:  
Change Order 1

This document is in the process of being signed by all required signatories using the Doc Express® service.  
Following are the signatures that have occurred so far.

Date	Signed By
08/11/2025	Zac Rogers City of Bloomington Electronic Signature (Submitted)
08/11/2025	James Ford Crider & Crider, Inc Digital Signature (Contractor Reviewed)
08/12/2025	Zac Rogers City of Bloomington Digital Signature (PM Reviewed)
08/13/2025	Kendall Knoke City of Bloomington Digital Signature (Engineer Reviewed)
	(Board of Public Works Review)
	(Funding Approved)

City of Bloomington  
Redevelopment Commission  
**Amended** Project Review & Approval Form

**Please Note:**

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

**Project Name:** Purchase and Redevelopment of IU Health Bloomington Hospital Site at 2<sup>nd</sup> and Rogers (“Legacy Hospital Site” and “Hopewell”)

**Project Managers:** Jane Kupersmith, Andrew Cibor, Anna Dragovich

**Project Description:** Project will involve purchase of the Hospital Site at 2<sup>nd</sup> and Rogers from IU Health at such point as IU Health has vacated, razed some or all buildings on the site, and cleaned the site to a development-ready condition, in accordance with a definitive purchase agreement to be executed between the City and IU Health. The site is located in the Consolidated TIF and the City will be seeking funding for the real property purchase and for activities that will support future redevelopment of the site. If it were not for this project, it is very likely the site would be abandoned and underutilized or not utilized at all for years, as has happened across the country with similar hospital relocations and closings. This project will allow the city to prepare the site for and encourage redevelopment and best use of a prime location in the heart of downtown, and adjacent to the new Switchyard Park.

It is the Legal Department’s position that this project is a permissible use of Tax Increment under Indiana Code § 36-7-14-39(b)(3).

**Project Timeline:**

Start Date: January 2018

End Date: December 31, 2025

**Financial Information:**

Estimated full cost of project:	<del>\$39,829,658.39</del> <b>\$41,411,501.94</b>

Sources of funds:	Total: \$37,875,337.00
Consolidated TIF	<del>\$31,772,604</del> <b>\$33,354,447.55</b>
Federal Roadway Reconstruction	\$4,601,337.00
	\$19,000.00
READI Grant	\$1,800,000.00

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

Step	Description	Estimated Cost	Timeline
1	<b>Consulting</b>	\$1,749,941.83	2018-2025
	1a. ULI	\$135,000	2018
	1b. Financial Analysis (SB Friedman)	\$69,370	2021
	1c. Proj. Mgmt (J.S. Held)	\$627,342	2021-2024
	1d. Branding and Mkt (Borshoff)	\$82,500	2021-2022
	1e. Sustainability (Guidon)	\$12,482	2022
	1f. LEED for Neighborhood Dev Consultant Fee	Est. \$285,000	2023-24
	1g Owner's Dev. Rep. – U3 Advisors	\$479,400	2023-24
	<del>1h Website – Ten31</del>	<del>Est. \$22,200</del>	<del>2023-24</del>
	1i Environmental Consulting – for HUD funding	\$48,217.38	2024
	1j. Environmental Testing Hopewell West	\$10,630.45	2025
2	<b>Appraisals</b>	\$50,000	2018-2023
3	<b>Project Agreement with IU Health</b>	\$6,500,000	2018-2024
4.	<b>Due Diligence with Environmental Assessment</b>	\$79,865.63	Nov.2018-Mar. 2019
5.	<b>Master Planner</b>	\$410,000	2020-21
6.	<b>1st Street Reconstruction</b>	\$7,771,230.23	2020-2025
	6a. Design – VS Engineering	\$677,264	Oct. 2020 – Dec. 2023
	6b. Right of Way Acquisition	\$67,980	Nov. 2021 – May 2022
	6c. Construction Inspection	\$495,765.20	Apr. 2023 – Nov. 2025
	6d. Construction	\$6,247,803.72	Apr. 2023 – Nov. 2023

	6e Tree Removal	\$10,800	2024
	6f. Construction Changes #2	\$189,144.49	2024
	6g. Lighting Duke Energy	\$82,472.82	2024
7.	<b>Hopewell East</b>	\$18,083,980.48	June 2021 – Dec. 2025
	7a. Design – Shrewsberry & Associates, LLC	\$1,108,262	2021-2023
	7b. Property Acquisition	\$641,094	2021-2022
	7c. Demolition and Remediation	\$626,047	2022-2023
	7d. Construction Inspection	\$1,174,740	2022-2024
	7e. Construction - Milestone	\$13,373,284.90	2022-2024
	7e(ii) CO#1 Tree Removal	\$10,053.38	2023
	7e(iii) CO Package #1	\$154,571.81	2023
	7e(iv) CO Package #2	\$14,599.44	2024
	7e(v) CO Package #3	\$142,981.57	2024
	7e(vi) CO Package #4	\$162,332.93	2025
	7e(vii) CO Package #5	\$51,627.54	2025
	7f(i) Cassady Electric	\$73,550.00	2023
	7f(ii). Duke Relocation	\$123,942.30	2022-2023
	7f(iii) 2 <sup>nd</sup> Duke Relocation	\$43,780.58	2024
	7g. Environmental Consulting	\$20,000	2023
	7h. Contractor Incentive	\$132,000	2024
	7i. Site Furnishings	\$125,000	2024
	7j. Observation Camera	\$23,707	2023-24
	7k. Park Cameras	\$49,175.03	2024
	7l. Water Meter Fees	\$3,981.00	2024
	7m. Limestone Blocks	\$29,250.00	2025
8.	<b>Kohr Admin Redev.</b>	\$102,955	June 2024
	8a Kohr Preservation	\$81,400	2022-23
	8b Structural Evaluation	\$14,105	2021-22
	8c Roof and Downspout Repair	\$7,450	2024
9.	<b>Ongoing Services</b>	\$559,327.47	
	9a Security Patrols – Marshall	\$269,657.35	2022-Mar 2025
	9b Enhanced Security	Est.\$95,000	2023-2025
	9c Grounds and Maintenance	Est. \$10,000	2023-2025
	9d Fencing and Barricades	\$169,946.62	2023-2025

	9e Relocation of Fencing	\$14,723.50	2024
<b>10</b>	<b>Parking Garage</b>	\$87,675	
	10a Assessment – CE Solutions	\$87,675	2023
	10b Design	TBD	
	10c Construction / Retrofit (e.g. EV charging)	TBD	
<b>11.</b>	<b>Neighborhood Signage</b>	Est. \$30,000	2022-25
	Hopewell In Progress Signs	\$6,160	2022-23
<b>12.</b>	<b>Jackson Street 1st to University (100% design + construction) and Hopewell West (30% Design)</b>	<del>\$2,056,560</del> <b>\$2,638,403.55</b>	2023-25
	12a. Preliminary Design Contract – Crossroad Engineers	\$797,640	2023-25
	12b. Construction Inspection	<del>Est. \$121,000</del> <b>\$0</b>	<del>2023-24</del>
	12c. Construction	\$1,687,318.85	2023-25
	12d. Other Engineering	Est. \$306,500	
	<b>12e. Change Orders</b>	<b>\$153,444.70</b>	<b>2023-25</b>
<b>13</b>	<b>1% for Arts Allowance</b>	Est. \$192,250	
	13a. Hopewell East “Undulate” by Jonathan Racek	\$100,000	2024-2025
<b>14</b>	<b>Demolition</b>	\$369,387	2024
	14a. All Bldgs at Hopewell South (Except 714 S Rogers)	\$353,052	
	14b. CO #1 – Hopewell South ACM removal at 717-719 W First St., Fairview Out-building, 615 W. First St., and 619 W. First St.	\$12,100	2024
	14b(ii) CO #2 – Hopewell South	\$4,235	
<b>15</b>	<b>714 S Rogers Redevelopment</b>	Est. \$75,000	TBD
	15a. 714 S Rogers St – Water Damage Remediation	\$39,816.18	2024
	15b. Physically Secure Entrances to Building – Ann Kriss	\$12,349.00	2024

	15c Reconnect Electricity and Electrical Services on Site – Woods Electrical	\$15,000.00	2024-25
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**TIF District:** Consolidated TIF (Expanded Adams Crossing, Downtown, Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

**Resolution History:**

2018

- 18-13 Project Review and Approval Form
- 18-17 Approval of Contract with Urban Land Institute
- 18-31 Approval of Agreement with IU Health for Purchase of Old Hospital Site
- 18-61 Approval of Funding for Phase 1 Environmental Assessment
- 18-85 Approval of Funding for Due Diligence and Phase 2 Environmental Assessment

2019

- 19-28 Approval of Funding for Due Diligence and Legal Fees
- 19-44 Approval of Third Amendment to Purchase Agreement
- 19-94 Approval to Keep Parking Garage
- 19-95 Approval of Fourth Amendment to Purchase Agreement

2020

- 20-09 Approval of Amended Project Review Form
- 20-12 Agreement with Master Planner – SOM
- 20-79 Design Contract for 1st Street Reconstruction
- 20-86 Purchase Agreement for 413 W. 2nd Street
- 20-93 Approval of Phase II Assessment for 413 W. 2nd Street

2021

- 21-32 Design Contract for Phase 1 East
- 21-45 Amended Project Review and Approval Form
- 21-80 Agreement for Naming and Branding Services
- 21-85 Addendum to 1st Street Design Contract

2022

- 22-10 Amended Project Review and Approval Form
- 22-13 Sustainability Consultant Agreement – Guidon
- 22-30 Amendment to Purchase Agreement and Surrender Agreement
- 22-36 Approval of Agreement for Demolition – Renascent, Inc.
- 22-45 Approval of Agreement for Construction Inspection – REA
- 22-48 Agreement for Security Patrols
- 22-62 Approval of Addendum to SB Friedman Agreement
- 22-86 Addendum to Design Agreement with Shrewsberry
- 22-87 Change Order 1 for Phase 1 East Demolition - Renascent
- 22-95 Cassidy Electric Lighting Relocation Phase 1 East
- 22-100 Duke Energy Utility Relocation
- 22-103 Funding for Hopewell Signs

2023

- 23-15 Tree Removal – 1st Street Reconstruction
- 23-21 Addendum #2 to Design Contract for Phase 1 East

23-36	Amended Project Review and Approval Form
23-37	Preliminary Design Contract for Hopewell West – Crossroad
23-42	Construction Agreement for Phase 1 East – Milestone
23-45	Owner’s Representative Agreement – U3 Advisors
23-51	Parking Garage Assessment – CE Solutions
23-52	New Hopewell Website – Ten31
23-56	Amendment to Agreement for Security Patrols
23-61	Amendment to Agreement with J.S. Held
23-65	Amendment to add Phase I East Construction Change Order
23-68	Amendment to add Environmental Consulting to Phase I East
23-69	Second Amendment of Agreement for Security Patrols at Hopewell
23-70	Approval and Support for the Pursuit of the U.S. Department of Transportation’s Neighborhood Access and Equity Program of the Reconnecting Communities and Neighborhoods Program Grant for Hopewell
23-86	Purchase Single Solar Trailer for Cameras at Hopewell
23-87	Recommendation for Demolition of Blocks 8, 9, and 10
23-88	Third Amendment to Agreement for Security Patrols
23-89	VET Environmental for the Kohr Building
23-96	To Accept a State Historical Marker Honoring the Local Council of Women at the Hopewell Neighborhood
23-97	Approval for Funding for Site Furnishings at Hopewell
23-98	The Green Engineer LEED ND Services Contract
23-113	Change Order Package #1 for the Hopewell East Project
23-114	Fourth Amendment of Agreement for Security Patrols at Hopewell
23-115	Approval of Hopewell Post-Closing Agreement
23-116	Approval of Project Review and Approval for 1 <sup>st</sup> Street Reconstruction for Hopewell
<u>2024</u>	
24-16	Approval of Secondary Plat for Hopewell East Project
24-17	Approval of Notice of Intent Filing with IDEM In Accordance with Provision of Post-Closing Agreement between the City of Bloomington and IU Health
24-18	Approval of Change Order 1 to Agreement with Renascent, Inc. for Demolition of Hopewell Blocks 8, 9, and 10.
24-19	Approval of Funding for Monitoring Service for Security Cameras at Hopewell
24-21	Fourth Amendment to Agreement for Security Patrols
24-25	Agreement with VET Environmental for 714 S Rogers Remediation
24-26	Repairs to Preserve Kohr Building for Redevelopment
24-32	Agreement with Ann-Kriss to Secure 714 S Rogers Remediation
24-35	Approval of Change Order Package #2 for the Hopewell East Project
24-36	Approval of Hopewell West Secondary Plat
24-38	Fifth Amendment to Agreement for Security Patrols
24-41	Addendum to Agreement with VET for Environmental Services
24-42	Addendum to Agreement with Ann-Kriss for 714 S Rogers
24-49	Amended Project Review and Approval Form
24-50	Change Order #2 for Hopewell South (Demolition of Blocks 8, 9, and 10)
24-51	Change Order Package #3 for Hopewell East
24-52	Amended READI Grant Agreement for Hopewell West

- 24-53 Amended Preliminary Design Agreement for Hopewell West
- 24-54 Relocation of Duke Power Lines in Hopewell East
- 24-55 Procurement and Installation of Park Cameras for Hopewell East
- 24-56 Agreement with Duke for 1<sup>st</sup> Street Lighting
- 24-58 Second Amendment to Agreement with J.S. Held
- 24-59 Approval to Pay Water Meter Fee for Hopewell East
- 24-60 Amendment to Agreement with U3
- 24-62 Amendment to Agreement for Security Patrols to Extend Term
- 24-63 Agreement with Belcher Fencing for Hopewell West
- 24-64 Service Agreement with Woods Electrical for 714 S Rogers and Hopewell
- 24-65 Notice of Offering for Hopewell South Block 9 & 10
- 24-67 Approval of Agreement for Public Art in Hopewell East with Jonathan Racek
- 24-69 Approval of Change Order Package #4 for Hopewell East
- 25-44 Agreement with VET for Environmental Services
- 25-49 Approval Supplement #1 for 1<sup>st</sup> Street Construction Inspection
- 25-52 Approval Funding for Limestone Blocks at Hopewell East
- 25-54 Amended Preliminary Design Agreement for Hopewell West
- 25-87 Construction Agreement for Hopewell West
- 25-101 Approval of Change Order Package #5 for Hopewell East
- 25-106 Approval of Change Order #1 for Hopewell West, Jackson Street

To Be Completed by Redevelopment Commission Staff:

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

**25-107**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FUNDING FOR ADDENDUM #2**  
**TO PROFESSIONAL SERVICE CONTRACT FOR**  
**THE B-LINE TRAIL AND MULTIUSE PATH**

- 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”); and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that serve the Consolidated TIF; and
- WHEREAS, in Resolution 19-91, the RDC approved a Project Review & Approval Form (“Form”) for an extension of the B-Line Trail to a new multi-use path on 17th Street and improvement of the intersection of West Fountain Drive and North Crescent Road (“Project”) and pledged Consolidated TIF funds for the project; and
- WHEREAS, Step 7 of the Project in the Form is for environmental remediation (“Services”); and
- WHEREAS, the Board of Public Works considered and approved an agreement with Keramida, Inc. to provide the Services for an amount not to exceed \$5,340.00 (“Agreement”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, in Resolution 25-86, the RDC approved Addendum 1 to the Agreement, which brought the total contract amount to \$37,115; and
- WHEREAS, additional disposal fees and processing fees for the disposal of 401.17 tons of lead-impacted soil at the Twin Bridges landfill were assessed; and
- WHEREAS, Addendum 2 expands the scope of the Agreement and increases the contract amount by \$11,666, for a total not to exceed amount of \$48,781 for the completion of the Services; and
- WHEREAS, the Board of Public Works considered and approved Addendum 2 to the Agreement which is attached to this Resolution as Exhibit B; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project and which is attached to this Resolution as Exhibit C; and

WHEREAS, there are sufficient funds in the Consolidated TIF to cover the costs of this Project.

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, 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 approves Addendum 2, attached as Exhibit B, and approves funding in an amount not to exceed Forty-Eight Thousand and Seven Hundred and Eighty-One Dollars (\$48,781.00) for the environmental remediation services.
3. The Payment authorized above may be made from the Consolidated TIF. The Controller shall make the determination of a specific funding source from the Consolidated TIF areas as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
4. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson, President

ATTEST:

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John West, Secretary

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Date

**CONTRACT COVER MEMORANDUM**

**TO:** Legal Department, Aleksandrina Pratt  
**FROM:** Engineering Department, Roy Aten  
**DATE:** March 25<sup>th</sup>, 2025  
**RE:** Approve Services Agreement with Keramida for Soil Investigation on the B-Line Extension Project

<b>Contract Recipient/Vendor Name:</b>	Keramida, Inc.
<b>Department Head Initials of Approval:</b>	AC
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Roy Aten
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Aleksandrina Pratt
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	2037
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	25-233
<b>Due Date For Signature:</b>	3/25/2025
<b>Expiration Date of Contract:</b>	March 31, 2026
<b>Renewal Date for Contract:</b>	N/A
<b>Total Dollar Amount of Contract:</b>	\$5,340.00
<b>Funding Source:</b>	Consolidated TIF Bonds Proceeds, West 17 <sup>th</sup> Street Area, GL 4445-15-159006-53990
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
<b>Affirmative Action Plan Complete (if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	N/A
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

**Summary of Contract:** This project is constructing a multiuse path on the east side of North Fountain Drive and North Crescent Road, connecting the B-Line Trail to the multiuse path along West 17<sup>th</sup> Street. Additionally, the intersection of Crescent Road and Fountain drive has been realigned. This services agreement with Keramida will provide testing of soils along the B-line Trail section for levels of lead above the IDEM closure limits for a trail facility. Total NTE amount of \$5,340.00. (Consolidated TIF, Est 17th Street Area, 4445-15-159006-53990). *(staff lead Roy Aten)*

## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** (the “Agreement”) is entered into by and between the City of Bloomington and Engineering Department, by its Public Works Board (the “City”), and Keramida (“Contractor”), (collectively the “Parties”).

1. **Scope of Services.** Contractor shall provide the Services for the City as outlined in **Exhibit “A”**. Time is of the essence and Contractor shall diligently complete all Services in a timely manner consistent with the Standard of Care identified below.
2. **Effective Date, Term and Termination.**
  - a. **Effective Date.** The effective date for this contract is the date last entered in the signature blocks below.
  - b. **Term.** This Agreement shall commence on the effective date and expire on the 31st day of March, 2026.
  - c. **Termination.** In the event of a party’s failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the City may terminate or suspend performance of this Agreement at the City’s prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor’s compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the City, as set forth below.
3. **Compensation.** Upon completion of all Services, the City shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Five Thousand, three hundred, forty and 00/100 (\$5,340.00) Dollars. Contractor shall submit an invoice to the City upon the completion of all Services. The invoice shall be sent to: Engineering Department, City of Bloomington, 401 North Morton St., Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in Exhibit “A”, shall be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement reached by both parties herein.
4. **Standard of Care.** Contractor shall be responsible for completion of the Services in a manner sufficient to meet the professional standards consistent with that of the industry. The City shall be the sole judge of the adequacy of Contractor’s work in meeting such standards. However, the City shall not unreasonably withhold its approval as to the adequacy of such performance.

Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

5. **Responsibilities of the City.** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager designated in the Notices section below shall act on its behalf with respect to this Agreement.
6. **Appropriation of Funds.** 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.
7. **Schedule.** Contractor shall perform the Services according to the schedule set forth in **Exhibit "B"**. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.
8. **Identity of Contractor.** Contractor acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible herein. Contractor agrees that the work to be done pursuant to this Agreement shall be performed solely by the principal personnel described in **Exhibit "C"**. Contractor shall not assign to any of Contractor's other personnel, subcontractors or agents any part of the Services without the prior written consent of the City. The City reserves the right to reject any of Contractor's other personnel, sub-contractors or agents, and the City reserves the right to request that acceptable replacement personnel, sub-contractors or agents be assigned to the project.
9. **Ownership of Documents and Intellectual Property.** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the City as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.
10. **Independent Contractor Status.** Contractor is an independent contractor and shall not be construed to be, nor represent itself to be, an employee of the City. Contractor is solely responsible for the payment and reporting of its 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.
11. **Indemnification.** Contractor shall indemnify and hold harmless the City of Bloomington, its directors, officers, agents and employees for all damages, losses, costs, expenses, or other liability, including reasonable attorney's fees and defense costs, ("damages and losses") arising

out of third party claims to the extent the damages and losses are caused by the Contractor's willful misconduct or negligence.

Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, losses, liabilities, costs, and expenses or other liability including cybercrime (which shall include, but is not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities) perpetrated by or attributable to Contractor, its employees, Contractors or agents, (regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent) arising out of or related to this Agreement, or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent Contractors directly responsible to it (collectively "Claims"). Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor's knowledge or consent.

If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental Contractor contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

12. **Cost Estimates.** Any estimates of construction cost to be provided by Contractor shall represent the best judgment of Contractor based upon the information currently available and Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor nor the City has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Contractor cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to the Agreement.
13. **Insurance.** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:
  - a. Comprehensive General Liability Insurance.
    - i. \$1,000,000 for each occurrence;
    - ii. \$1,000,000 personal injury and advertising injury;
    - iii. \$2,000,000 products and completed operations aggregate; and
    - iv. \$2,000,000 general aggregate.
  - b. Automobile Liability providing coverage for all owned, hired and non-owned autos. The limit of liability required is \$1,000,000 each accident.

- c. Workers Compensation and Employers Liability (only if statutorily required for Service Provider). The limits required are: Workers Compensation – Statutory; and Employers Liability--\$1,000,000 for each accident, for each employee.
- d. Umbrella/Excess Liability with a required limit of \$1,000,000.
- e. 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, which includes its officers, employees and agents, as additional 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 a Certificate of Insurance showing each insurance policy to the City 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 City 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 City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

- 14. **Conflict of Interest.** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.
- 15. **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.
- 16. **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.
- 17. **Assignment.** Neither the City nor the Contractor may 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.
- 18. **Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties.

- 19. 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.
- 20. Non-Discrimination.** Contractor shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent Contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City Department head in charge of the Contractor's work, and/or with the human resources department. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct. Any breach of this section is a material breach and will be cause for termination of this Agreement.
- 21. Compliance with Laws.** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.
- 22. E-Verify.** Contractor is enrolled in and verifies the work eligibility status of all newly-hired employees through the E-Verify program. Contractor signed the e-verify affidavit which is attached as **Exhibit "D"**. Contractor shall maintain on file all sub-contractors' e-verify certifications throughout the term of this Agreement.
- 23. Non-Collusion.** Contractor certifies that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer.
- 24. Notices.** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**TO CITY:****TO Contractor:**

City of Bloomington	Keramida, Inc
Attn: Roy Aten, Senior Project Manager	Attn: Jim Alvarez
401 North Morton St.	401 North College Ave.
Bloomington, IN 47404	Indianapolis, IN 46202

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

**25. Integration and Modification.** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

- a. This Agreement
- b. All Exhibits.
- c. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, and other rights and obligations of City and Contractor, the document expressing the greater quantity, quality or imposing the greater obligation upon Contractor and affording the greater right or remedy to City shall govern; otherwise the documents shall be given precedence in the order enumerated above. This Agreement may be modified only by a written amendment signed by both parties hereto.

**26. Living Wage Ordinance.** Removed


**27. Intent and Authority to Bind.** This Agreement has been duly authorized, executed and delivered by the Parties and is the legal, valid and binding obligation of the Parties, enforceable in accordance with its terms and conditions. The undersigned signatories for each Party represent that the undersigned signatories have been and are duly authorized to execute this Agreement for and on behalf of their respective Party.


*[Signatures are on the following page.]*


IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands.

**CITY OF BLOOMINGTON**

**BY:**

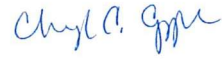
  
Kyla Cox Deckard, President DATED  
Board of Public Works 4/1/2025

Signed by:  
  
Andrew Cibor, Director DATED  
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Engineering Department

Signed by:  
  
Margie Rice 4/1/2025  
70B1F031F43E4C8  
Kerry Thomson, Mayor DATED  
City of Bloomington

**Keramida, Inc**

**BY:**

  
3-5-25  
(Name Signed) DATED

Cheryl Apple  
(Name Printed)

VP  
(Title)

**EXHIBIT "A"****SCOPE OF WORK**

The Services shall include the following:

The scope of the Shallow Soil Sampling will include:

**Soil Investigation**

- KERAMIDA will contact Indiana 811 to mark underground public utilities prior to initiation of field activities.
- KERAMIDA will advance up to 20 HA SBs across the two areas of concern (AOCs). AOC-1 is the Old Salvage Yard, where lead concentrations above the applicable SPLs has been identified, and AOC-2 is the borrow area, west of the Old Salvage Yard. Soil samples will be collected to a depth of 12 inches below ground surface (bgs) on a roughly 50-foot (ft) grid in both AOCs. Using this methodology, 12 soil samples will be collected in AOC-1 and 8 soil samples collected in AOC-2. Sample locations may be modified if soil staining or other environmental impact indicators (anthropogenic debris) are observed.
- KERAMIDA will collect representative soil samples from the HAs to the proposed termination depths at each location. KERAMIDA will also visually inspect the soil for signs of contamination and the lithology will be recorded.
- One (1) composited soil sample will be submitted from each of the 20 locations for laboratory analysis of:
  - o Total lead in accordance with US EPA SW-846 Method 6010 as indicated in Table 1.
- For quality assurance and quality control (QA/QC), two (2) field duplicates will be collected, one (1) from each AOC for total lead analysis.
- The hand auger will be decontaminated between sample locations using distilled water and a mild soap (Liquinox® or similar) mixture, followed by a distilled water rinse. Decontamination water will be contained in a 55-gallon drum, which will be labeled as "Investigation-Derived Decontamination Water" and stored on-site for later off-site disposal.

Soil spoils will be placed back into the boreholes.

**Reporting**

Upon receipt of the laboratory analytical lead results, KERAMIDA will prepare a report which will summarize the soil sampling activities and include a map of specific sampling locations and the lead laboratory results. KERAMIDA will also provide an estimate of the area(s) and volume of soil that exceeds the applicable SPL and will require removal and off-site disposal.

**Waste Disposal Coordination**

KERAMIDA will assist with coordinating disposal of the identified lead impacted soil and the drum of decontamination rinseate. KERAMIDA will prepare waste profile documentation required by the selected landfill facility(ies) and coordinate disposal approvals. KERAMIDA will coordinate with the Client and selected disposal facility prior to mobilizing for the above soil sampling. If additional laboratory analysis is required to characterize the soil and/or the decontamination rinseate for disposal, KERAMIDA will collect the samples at the time of the above soil sampling and submit them to the laboratory to complete the characterization analysis. The fees for waste characterization analysis have not been included in the base cost of this proposal.

**Table 1**  
**Proposed City of Bloomington Shallow Soil Sampling Plan**

Boring No.	Location - Rationale	Method	Anticipate d Depth (ft.)	Sample Depth (ft.)	Soil		Groundwater		
					Sampling Rationale	Lab Analyses	Sample Depth (ft.)	Sampling Rationale	Lab Analyses
20 HAS 2 Duplicates	AOC 1 and AOC 2	Hand Auger	≤ 1.0	Continuous	Composite	Total Lead	NA	NA	NA

Footnotes

ft = Feet

GW = Groundwater

NA = Not Applicable

TBD = To Be Determined

PRT = Post-Run Tubing

Laboratory Analyses

Lead = U.S. EPA SW846 Method 6010

**EXHIBIT "B"****PROJECT SCHEDULE****REPORTING & SCHEDULE**

KERAMIDA can begin the project upon written authorization. KERAMIDA requests the following project information: (i) exact property boundaries of the Site; (ii) any available Site drawings/survey maps, and construction diagrams; and (iii) if available, previous environmental assessments for the Site.

KERAMIDA anticipates that the proposed scope of work will be initiated upon receipt of written authorization. The final report will be submitted to the Client within seven to ten days of receipt of the laboratory analysis. Electronic copies of the reports will be provided; hard copies can also be supplied upon request.

**EXHIBIT "C"****IDENTITY OF CONTRACTOR**

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

**Position / Responsibility****Name**

Senior Project Manager

Jim Alvarez, LPG

Project Coordinator

Chelsea Conduitt, LPG

Staff Sampler

Brayton Pew

Staff Sampler

Kyle Kramer

Staff Sampler

Brandon Lytle

*Please note, any one of the three (3) Staff Samplers listed may conduct the actual field sampling activities. The selection will be dependent upon the availability on the scheduled date(s) of sampling activities.*

**EXHIBIT "D"**  
**AFFIDAVIT REGARDING E-VERIFY**

The undersigned, being duly sworn, hereby affirms and says

that: 1. The undersigned is the VP \_\_\_\_\_ of the Contractor.  
(job title)

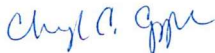
2. The Contractor has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the Contractor is enrolled in and participates in the E-verify program.

5. The undersigned is duly authorized to execute this affidavit for and on behalf of, and to bind, the Contractor.

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

Cheryl Apple

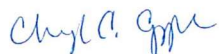
\_\_\_\_\_  
Printed name

**AFFIDAVIT REGARDING E-VERIFY**  
**IF CONTRACTOR DOES NOT HAVE EMPLOYEES**

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

1. The undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
2. The undersigned hereby states that they do not have any employees and, as such, they do not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
3. The undersigned hereby states that if they intend to employ anyone, they will immediately enroll in E-Verify and will use such program.

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

Cheryl Apple

---

Printed name

**ADDENDUM 2 TO AGREEMENT BETWEEN  
CITY OF BLOOMINGTON AND KERAMIDA**

WHEREAS, in March 2025, the City of Bloomington, Engineering Department, by its Public Works Board (the “City”) and Keramida (“Contractor”) entered into a Services Agreement (“Agreement”), attached hereto as Exhibit A; and

WHEREAS, the parties would like to amend the Agreement with the change order, attached as Exhibit B; and

WHEREAS, pursuant paragraph 3 of the Agreement, changes made must be authorized in writing by the City prior to such work being performed or expenses incurred.

NOW, THEREFORE, the parties hereto mutually agree to amend the Agreement to include the following:

The Agreement, attached as Exhibit A and incorporated by reference, shall be amended to include the additional scope of work and compensation as outlined in the Change Order, attached as Exhibit B and incorporated by reference.

All other terms of the original Agreement not expressly modified in this Amendment remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Addendum 2 to the Agreement on the date last indicated below.

**CITY OF BLOOMINGTON**

**KERAMIDA**

\_\_\_\_\_  
Kyla Cox Deckard, Board President      DATE

\_\_\_\_\_  
Signature      DATE

\_\_\_\_\_  
Andrew Cibor, Director Engineering      DATE

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Margie Rice, Corporation Counsel      DATE

## Project Addendum

August 14, 2025

KERAMIDA Project Number: 23817

**To:** Mr. Roy Aten  
**Phone:** 812-349-3914  
**From:** Jim Alvarez, LPG  
**Phone:** 317-703-9896

**Email:** [atenro@bloomington.in.gov](mailto:atenro@bloomington.in.gov)  
**Email:** [jalvarez@keramida.com](mailto:jalvarez@keramida.com)

<b>Project Title:</b>	<b>City of Bloomington - Soil Investigation for Lead B-Line Trail Expansion Addendum for Waste Characterization and Soil Disposal</b>
<b>Facility</b>	Bloomington B-Line Recreational Trail Expansion
<b>Location</b>	Bloomington, IN
<b>Scope of Work:</b>	<p><b>1. Disposal of Non-Hazardous Soil from the B-Line Trail Expansion</b></p> <p>KERAMIDA coordinated and oversaw the excavation of soil from the B-Line Trail Expansion area AOC-1. The soil was transported to the Waste Management Twin Bridges Landfill in Danville, IN for disposal as a non-hazardous waste. According to the landfill weight tickets, 401.17 tons of soil was transported to and disposed of at the Danville, IN facility. Documentation of these activities was provided in the letter report dated July 21, 2025. A copy of the Waste Management invoice is attached for documentation. Our fee includes a 10% management fee for contracting waste disposal services.</p> <p><b>Additional Cost: \$11,666</b></p> <p>Our fee assumes no additional costs will be incurred from Waste Management.</p>
<b>Project Cost:</b>	<b>Additional Estimated Fee: \$11,666</b>
<b>Terms:</b>	All work will be performed in accordance with the Agreement for Professional Services between City of Bloomington and KERAMIDA, as amended. To authorize the described amended scope of work, in accordance with the associated terms and conditions, cost, and schedule, please sign and return the acceptance below, or provide us with an acceptable alternative work authorization.

We appreciate the opportunity to provide this addendum and appreciate the opportunity to work with the City of Bloomington.

**Submitted by KERAMIDA:**

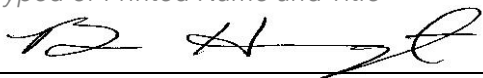
**Accepted by:**



Signature

Jim Alvarez, LPG, Vice President

Typed or Printed Name and Title



Signature

Brian Harrington, Senior Vice President, Land Services

Typed or Printed Name and Title

Signature

Date

Typed or Printed Name and Title

**Manage Your Account****Visit [wmsolutions.com](https://wmsolutions.com)**

Log in to manage disposal records and tonnage reports. To pay a bill or explore other online tools, visit [wm.com/MyWM](https://wm.com/MyWM). Have a question? Fill out the Contact Us Form at [WMSolutions.com](https://WMSolutions.com) or contact Customer Service.

**Customer Service**  
(800) 963-4776

**Pay Online**

Use [wm.com](https://wm.com) for quick and easy payments.

**AutoPay**

Set up recurring payments with us at [wm.com/myaccount](https://wm.com/myaccount)

**Payment Charges**

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

**Important Messages**

\*\*\*A simplified invoice is here. Based on customer feedback, we redesigned our invoices to share all the important billing information and charges you need in an easy-to-read format. Visit [ugr.to/WMDisposalInvoice-EN](https://ugr.to/WMDisposalInvoice-EN) to explore the key components of the new invoice.

**Customer Name**

CITY OF BLOOMINGTON

**Customer ID**

32-99258-53003

**Invoice Date**

Jul 16, 2025

**Service Period**

Jul 01, 2025 - Jul 15, 2025

**Invoice Number**

0052492-0317-4

**Your Bill is Due on: Aug 15, 2025****\$10,605.42****Quick Bill Summary**

Previous Balance	<b>\$0.00</b>
Payment	\$0.00
Adjustments	\$0.00
Disposal	\$10,430.42
Services	\$0.00
Surcharges	\$175.00
Taxes	\$0.00
Late Charges	\$0.00
<b>Current Invoice Charges</b>	<b>\$10,605.42</b>
<b>TOTAL ACCOUNT BALANCE</b>	<b>\$10,605.42</b>

Please detach and send the lower portion with payment (no cash or staples)



WASTE MANAGEMENT OF INDIANA, L.L.C.  
TWIN BRIDGES LF  
PO BOX 3020  
MONROE, WI 53566-8320  
(800) 963-4776  
TSCMIDWEST@WM.COM

**Customer ID**

32-99258-53003

**Invoice Number**

0052492-0317-4

**Invoice Date**

Jul 16, 2025

**Due Date**

Aug 15, 2025

**Amount \$**

0317000329925853003000524920000106054200001060542 2

0000129 02 AB 0.59 \*\*AUTO T1 3 9089 47404-372901 -C04-P00129-I1



CITY OF BLOOMINGTON  
401 N MORTON ST  
BLOOMINGTON IN 47404-3729

I1336L24

Send Payments to:



WM CORPORATE SERVICES, INC.  
AS PAYMENT AGENT  
PO BOX 4648  
CAROL STREAM, IL 60197-4648



Customer Name

CITY OF BLOOMINGTON

Customer ID

32-99258-53003

Invoice Date

Jul 16, 2025

Service Period

Jul 01, 2025 - Jul 15, 2025

Invoice Number

0052492-0317-4

## YOUR SIMPLIFIED INVOICE

## HOW TO READ YOUR INVOICE



Scan the QR code  
below to take a tour  
of your new invoice.



## Quick Bill Summary

**Previous Balance** - Any previously unpaid charges**Payments and Adjustments** - Any payments and credits made since your last invoice**Disposal** - This is the cost to dispose of your waste during this period**Services** - Administrative and operational costs**Surcharges, State and Local Taxes and Assessed****Late Charges** - Will appear here, as applicable

## The Details

**Disposal and service location** will appear on the third page of your invoice; subaccounts and PO's would be listed here, if any.**Details of Service** - Each transaction during the service period will be listed here and includes, but is not limited to, Vehicle, Carrier and Ticket numbers**Description** - Specifics for each charge, including quantities, rates and ticket totals

## New Payment Platform

Here are more details about our enhanced online bill-pay system. Powered by Paymentus, the platform will provide more options and flexibility when managing and paying your bills.

**Expanded payment options.**

Pay with PayPal, Apple Pay, or Google Pay; via secure direct debit from a bank account; or by credit or debit card.

**Anytime, anywhere payments.**

Same great 24/7 availability so you can make payments when convenient or set it and forget it with AutoPay.

**Complete Hub for account activity.**

Continue to view and manage your bills directly from **My WM** ([wm.com/mywm](http://wm.com/mywm)).

If your service is suspended for non-payment, you may be charged a Resume charge to restart your service. For each returned check, a charge will be assessed on your next invoice equal to the maximum amount permitted by applicable state law.

☐ Check Here to Change Contact Info

List your new billing information below. For a change of service address, please contact WM.

Address 1

Address 2

City

State

Zip

Email

Date Valid

☐ Check Here to Sign Up for Automatic Payment Enrollment

If I enroll in Automatic Payment services, I authorize WM to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying WM at [wm.com](http://wm.com) or by calling the customer service number listed on my invoice. Your enrollment could take 1-2 billing cycles for Automatic Payments to take effect. Continue to submit payment until page one of your invoice reflects that your payment will be deducted.

Email

Date

Bank Account  
Holder Signature

**NOTICE:** By sending your check, you are authorizing the Company to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. The electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check. In order for us to service your account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number that you provided in connection with your account, including wireless telephone numbers, which could result in charges to you. Methods of contact may include text messages and using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. We may also contact you by email or other methods as provided in our contract. Please send all bankruptcy correspondence to [RMCbankruptcy@wm.com](mailto:RMCbankruptcy@wm.com) or PO Box 43290 Phoenix, AZ 85080. Using the email option will expedite your request. (this language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code)



Customer Name

Customer ID

CITY OF BLOOMINGTON

32-99258-53003

Invoice Date

Service Period

Invoice Number

Jul 16, 2025

Jul 01, 2025 - Jul 15, 2025

0052492-0317-4

## DISPOSAL LOCATION

## SERVICE LOCATION

## CUSTOMER ID

TWIN BRIDGES LF  
123 E TWIN BRIDGES RD  
DANVILLE IN 46122-9425 USCITY OF BLOOMINGTON 622667IN  
401 N MORTON ST  
BLOOMINGTON IN 47404-3729 US32-99258-53003  
PO#:

## DETAILS OF SERVICE

Jul 07, 2025

Vehicle: NONE

Carrier: No Carrier

Ticket#: 2072621

Profile#: 622667IN

Manifest#:

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Waste Approval

1.00

EACH

\$175.00

\$175.00

TICKET TOTAL

\$175.00

## DETAILS OF SERVICE

Jul 10, 2025

Vehicle: 12

Carrier: dump

Ticket#: 2073484

Profile#: 622667IN

Manifest#: 71025

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Contaminated Soil - Mixed

14.71

TON

\$26.00

\$382.46

TICKET TOTAL

\$382.46

## DETAILS OF SERVICE

Jul 10, 2025

Vehicle: 1307

Carrier:

Ticket#: 2073495

Profile#: 622667IN

Manifest#: 71025

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Contaminated Soil - Mixed

16.65

TON

\$26.00

\$432.90

TICKET TOTAL

\$432.90

## DETAILS OF SERVICE

Jul 10, 2025

Vehicle: 1309

Carrier:

Ticket#: 2073497

Profile#: 622667IN

Manifest#: 71025

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Contaminated Soil - Mixed

16.44

TON

\$26.00

\$427.44

TICKET TOTAL

\$427.44





Customer Name

Customer ID

CITY OF BLOOMINGTON

32-99258-53003

Invoice Date

Service Period

Invoice Number

Jul 16, 2025

Jul 01, 2025 - Jul 15, 2025

0052492-0317-4

## DETAILS OF SERVICE

Jul 10, 2025

Vehicle: 17

Carrier: dump

Ticket#: 2073501

Profile#: 622667IN

Manifest#: 71025

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Contaminated Soil - Mixed

20.79

TON

\$26.00

\$540.54

TICKET TOTAL

\$540.54

## DETAILS OF SERVICE

Jul 10, 2025

Vehicle: 35

Carrier: dump

Ticket#: 2073509

Profile#: 622667IN

Manifest#: 71025

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Contaminated Soil - Mixed

20.69

TON

\$26.00

\$537.94

TICKET TOTAL

\$537.94

## DETAILS OF SERVICE

Jul 10, 2025

Vehicle: 12

Carrier: dump

Ticket#: 2073575

Profile#: 622667IN

Manifest#: 71025

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Contaminated Soil - Mixed

18.41

TON

\$26.00

\$478.66

TICKET TOTAL

\$478.66

## DETAILS OF SERVICE

Jul 10, 2025

Vehicle: 1307

Carrier:

Ticket#: 2073583

Profile#: 622667IN

Manifest#: 71025

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Contaminated Soil - Mixed

19.53

TON

\$26.00

\$507.78

TICKET TOTAL

\$507.78



Customer Name

CITY OF BLOOMINGTON

Customer ID

32-99258-53003

Invoice Date

Jul 16, 2025

Service Period

Jul 01, 2025 - Jul 15, 2025

Invoice Number

0052492-0317-4

## ■ DETAILS OF SERVICE

Jul 10, 2025

Vehicle: 1309

Carrier:

Ticket#: 2073590

Profile#: 622667IN

Manifest#: 71025

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Contaminated Soil - Mixed

19.13

TON

\$26.00

\$497.38

TICKET TOTAL

\$497.38

## ■ DETAILS OF SERVICE

Jul 10, 2025

Vehicle: 17

Carrier: dump

Ticket#: 2073605

Profile#: 622667IN

Manifest#: 71025

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Contaminated Soil - Mixed

21.41

TON

\$26.00

\$556.66

TICKET TOTAL

\$556.66

## ■ DETAILS OF SERVICE

Jul 10, 2025

Vehicle: 35

Carrier: dump

Ticket#: 2073614

Profile#: 622667IN

Manifest#: 71025

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Contaminated Soil - Mixed

22.00

TON

\$26.00

\$572.00

TICKET TOTAL

\$572.00

## ■ DETAILS OF SERVICE

Jul 11, 2025

Vehicle: 22

Carrier: dump

Ticket#: 2073840

Profile#: 622667IN

Manifest#: 71125

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Contaminated Soil - Mixed

19.72

TON

\$26.00

\$512.72

TICKET TOTAL

\$512.72





## Customer Name

CITY OF BLOOMINGTON

## Customer ID

32-99258-53003

## Invoice Date

Jul 16, 2025

## Service Period

Jul 01, 2025 - Jul 15, 2025

## Invoice Number

0052492-0317-4

## DETAILS OF SERVICE

Jul 11, 2025

Vehicle: 12

Carrier: dump

Ticket#: 2073845

Profile#: 622667IN

Manifest#: 71125

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Contaminated Soil - Mixed

19.28

TON

\$26.00

\$501.28

TICKET TOTAL

\$501.28

## DETAILS OF SERVICE

Jul 11, 2025

Vehicle: 17

Carrier: dump

Ticket#: 2073849

Profile#: 622667IN

Manifest#: 71125

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Contaminated Soil - Mixed

22.01

TON

\$26.00

\$572.26

TICKET TOTAL

\$572.26

## DETAILS OF SERVICE

Jul 11, 2025

Vehicle: 22

Carrier: dump

Ticket#: 2073904

Profile#: 622667IN

Manifest#: 71125

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Contaminated Soil - Mixed

21.72

TON

\$26.00

\$564.72

TICKET TOTAL

\$564.72

## DETAILS OF SERVICE

Jul 11, 2025

Vehicle: 12

Carrier: dump

Ticket#: 2073917

Profile#: 622667IN

Manifest#: 71125

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Contaminated Soil - Mixed

21.12

TON

\$26.00

\$549.12

TICKET TOTAL

\$549.12



Customer Name

Customer ID

CITY OF BLOOMINGTON

32-99258-53003

Invoice Date

Service Period

Invoice Number

Jul 16, 2025

Jul 01, 2025 - Jul 15, 2025

0052492-0317-4

## ■ DETAILS OF SERVICE

Jul 11, 2025

Vehicle: 17

Carrier: dump

Ticket#: 2073929

Profile#: 622667IN

Manifest#: 71125

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Contaminated Soil - Mixed

22.03

TON

\$26.00

\$572.78

TICKET TOTAL

\$572.78

## ■ DETAILS OF SERVICE

Jul 11, 2025

Vehicle: 22

Carrier: dump

Ticket#: 2073994

Profile#: 622667IN

Manifest#: 71125

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Contaminated Soil - Mixed

21.21

TON

\$26.00

\$551.46

TICKET TOTAL

\$551.46

## ■ DETAILS OF SERVICE

Jul 11, 2025

Vehicle: 12

Carrier: dump

Ticket#: 2074002

Profile#: 622667IN

Manifest#: 71125

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Contaminated Soil - Mixed

19.19

TON

\$26.00

\$498.94

TICKET TOTAL

\$498.94

## ■ DETAILS OF SERVICE

Jul 11, 2025

Vehicle: 17

Carrier: dump

Ticket#: 2074009

Profile#: 622667IN

Manifest#: 71125

Generator: CITY OF  
BLOOMINGTON 401 N. MORTON  
STREET BLOOMINGTON

Container:

Ticket PO#:

DESCRIPTION

QUANTITY

UOM

RATE

AMOUNT

Contaminated Soil - Mixed

22.75

TON

\$26.00

\$591.50

TICKET TOTAL

\$591.50





Customer Name		Customer ID
CITY OF BLOOMINGTON		32-99258-53003
Invoice Date	Service Period	Invoice Number
Jul 16, 2025	Jul 01, 2025 - Jul 15, 2025	0052492-0317-4

DETAILS OF SERVICE

Jul 11, 2025

Vehicle: 14	Carrier: dump	Ticket#: 2074012		
Profile#: 622667IN	Manifest#: 71125	Generator: CITY OF BLOOMINGTON 401 N. MORTON STREET BLOOMINGTON		
Container:	Ticket PO#:			
DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Contaminated Soil - Mixed	22.38	TON	\$26.00	\$581.88
TICKET TOTAL				\$581.88
CURRENT INVOICE CHARGES				\$10,605.42

City of Bloomington  
Redevelopment Commission  
**AMENDED** Project Review & Approval Form

**Please Note:**

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

To Be Completed by Requesting Party:

**Project Name:** B-Line Trail Extension & Multi-use Path

**Project Manager:** Roy Aten

**Project Description:** This project will improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the West Fountain Drive and North Crescent Road by:

- Constructing a 585 ft extension of the B-Line Trail to West Fountain Drive.
- Constructing a new 3540 ft (.67 mi.) multi-use path along West Fountain Drive and North Crescent Road. In effect, connecting the B-line Trail to the newly constructed multi-use path on West 17<sup>th</sup> Street.
- Realigning the intersection of West Fountain Drive and North Crescent Road.

The project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The project is currently programmed to receive \$717,640 in federal funds<sup>2</sup> for right-of-way services and acquisitions, Additional federal funds<sup>1</sup> for construction in the amount of \$2,468,978.96 has been awarded to the project.

Portions of this Project are not in the Consolidated TIF. However, Indiana Code § 36-7-14-39(J) permits Tax Increment to be used to “Pay expenses incurred by the redevelopment commission for local public improvements that are in the allocation area or serving the allocation area.”

This Project will serve the Consolidated TIF’s allocation area by improving connectivity along the West Fountain Drive / North Crescent Road Corridor, improving access to the West 17<sup>th</sup> Street, and Expanded Downtown portions of the Consolidated TIF, which increases the potential for additional development in those areas.

**Project Timeline:**

Start Date: January 17, 2018

End Date: September 30<sup>th</sup>, 2025

**Financial Information:**

<sup>1</sup> INDOT administers the distribution of federal funding to local transportation projects.

<sup>2</sup> Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

<sup>3</sup>Final amount of federal funds pending MPO approval.

Estimated full cost of project:	<del>\$5,189,977.95</del> <b>\$5,201,643.95</b>
Sources of funds:	
Cum-Cap Dev (601)	<del>\$133,000</del> <b>\$138,340</b>
General Fund (101)	\$81,450
Federal Funding	\$2,891,581.27 <sup>1</sup>
Consolidated TIF	<del>\$2,083,946.68</del> <sup>2</sup> <b>\$2,090,272.68</b>

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

Step	Description	Estimated Cost	Estimated Timeline
1	Preliminary Engineering	\$1,041,421	Jan 2018 – Sept 2020
2	Railroad Coordination	\$122,300	Oct 2019 – May 2024
3	Right-of-Way Acquisition	\$528,252.89	Oct 2019 – Dec 2022
4	Tree Clearing	\$48,764.36	Mar 2024 – Apr 2024
5	Construction	\$3,114,714.70	Apr 2023 – Sept 2025
6	Construction Engineering	\$297,410.00	Aug 2022 – Dec 2024
7	Environmental Remediation	<del>\$37,115.00</del> <b>\$48,781.00</b>	June 2025 – Sept 2025

**TIF District:** Consolidated TIF (West 17<sup>th</sup> Street)

**Resolution History:**

- Res. 19-91 – Approval of Project Review Form
- Res. 19-98 – Approval of Funding for Second Addendum
- Res. 20-87 – Approval of Funding for Third Addendum
- Res. 21-91 – Approval of Funding for Right-of-Way Acquisition
- Res. 22-52 – Approval of Construction Engineering Contract
- Res. 22-101 – Approval of RR Agreement and PE Mod #5
- Res. 23-22 – Approval of Tree Clearing Contract
- Res. 23-50 – Approval of CSX Agreement
- Res. 24-34 – Approval of Funding for Railroad Flagging
- Res. 24-44 – Approval of Environmental Services for AECOM
- Res. 25-50 – Approval of Funding for Sup. #2 Construction Engineering
- Res. 25-86 – Approval of Addendum #1, Keramida
- Res. 25-107 – Approval of Addendum #2, Keramida**

To Be Completed by Redevelopment Commission Staff:

Approved on \_\_\_\_\_

By Resolution \_\_\_\_\_ by a vote of \_\_\_\_\_

<sup>1</sup> INDOT administers the distribution of federal funding to local transportation projects.

<sup>2</sup> Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

<sup>3</sup>Final amount of federal funds pending MPO approval.

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

**APPROVAL OF LEASE FOR FOURTH STREET GARAGE  
COMMERCIAL/OFFICE SPACE WITH VISIT BLOOMINGTON**

- WHEREAS, on October 15, 2018, the City of Bloomington Redevelopment Commission (“RDC”) approved in Resolution 18-67 a Project Review and Approval Form (“Form”), which sought the support of the RDC regarding the construction of a new Fourth Street Garage and the Trades District Garage within the Trades District (“Project”);
- WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 (“Bonds”);
- WHEREAS, the Project included commercial/office space as part of the Fourth Street Garage;
- WHEREAS, the RDC caused two separate appraisals of the Properties to be conducted and authorized notice of offering to lease the space pursuant to those appraisals in Resolution 20-92;
- WHEREAS, the RDC approved preliminary lease terms on June 2, 2025 via Resolution 25-59;
- WHEREAS, the Convention and Visitors Bureau of Monroe County, Inc., dba Visit Bloomington (“Tenant”) responded to the initial agreement on August 18, 2025, with requested terms;
- WHEREAS, the parties desire to enter into a five-year lease with the following terms:
- Rented space will be 2,244 square feet within the Fourth Street Garage
  - Rental Rates as follows:
    - Year 1: \$16 per square feet
    - Year 2: \$17 per square feet
    - Year 3: \$18 per square feet
    - Year 4: \$19 per square feet
    - Year 5: \$20 per square feet
  - Option for four renewals for five years each to be at negotiated rental rates
  - Tenant is responsible for design and implementation costs for any and all tenant improvements
  - Tenant would perform buildout as approved by RDC
  - Any and all permanent improvements shall become the property of the RDC with no reimbursement to the Tenant;
- WHEREAS, a draft of the lease agreement is attached to this Resolution as Exhibit A; and,
- WHEREAS, City staff is seeking RDC approval of the final terms of the lease.

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

1. The RDC reaffirms its support for the Project.
2. The RDC finds that the lease of the Property will enhance the economic development of the Consolidated TIF.
3. The terms outlined above and the lease are hereby approved. RDC authorizes President Deborah Myerson to sign the final form of lease on behalf of the RDC.
4. A copy of the fully executed lease shall be attached to this Resolution.
5. The RDC delegates authority to City Staff to perform any and all necessary actions to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

---

Deborah Myerson, President

ATTEST:

---

John West, Secretary

---

Date



## CONTRACT COVER MEMORANDUM

**TO:** Jessica McClellan, Controller  
**FROM:** Dana Robert Kerr, Assistant City Attorney  
**DATE:** August 27, 2025  
**RE:** Convention and Visitors Bureau of Monroe County, Inc., dba Visit  
Bloomington Rental at Fourth Street Garage

<b>Contract Recipient/Vendor Name:</b>	Convention and Visitors Bureau of Monroe County, Inc., dba Visit Bloomington
<b>Department Head Initials of Approval:</b>	
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	ESD / Jane Kupersmith
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Dana Robert Kerr
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	1/1/2051
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	25-698
<b>Due Date For Signature:</b>	ASAP
<b>Expiration Date of Contract:</b>	
<b>Renewal Date for Contract:</b>	
<b>Total Dollar Amount of Contract:</b>	Year 1 - \$35,904; Year 2 \$38,148; Year 3 \$40,392; Year 4 \$42,636; Year 5 \$44,880
<b>Funding Source:</b>	
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	
<b>Contract Compliance Certification Complete</b> <b>(if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	

### **Summary of Contract:**

**Visit Bloomington will be leasing 2,244 square feet of commercial/office space at the Fourth Street Garage for five years with four additional five-year terms at market rates at renewal.**

**LEASE AGREEMENT  
FOR COMMERCIAL SPACE IN FOURTH STREET PARKING GARAGE**

THIS LEASE ("Lease"), made and entered into as of the last date of complete execution, by and between the City of Bloomington Redevelopment Commission a.k.a. Bloomington Department of Redevelopment ("Landlord"), and The Convention and Visitors Bureau of Monroe County, Inc., dba Visit Bloomington, ("Tenant") WITNESSETH THAT:

**RECITALS**

WHEREAS, Landlord owns certain real estate and improvements commonly known as the Fourth Street Garage located at 105 West Fourth Street, Bloomington, Indiana, and more particularly described on Attachment "1" attached hereto and by reference incorporated herein (the "Premises"); and,

WHEREAS, Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord the Premises.

NOW, THEREFORE, in consideration of the Recitals and the mutual promises hereinafter set forth and other good and valuable consideration, the Landlord and Tenant agree as follows:

**ARTICLE I  
DESCRIPTION OF PREMISES**

Section 1. Authority of Landlord. The Landlord represents and warrants that it is authorized to enter into this Lease.

Section 2. Lease and Description. The Landlord hereby Leases to Tenant and Tenant hereby Leases from the Landlord the Premises described above and depicted in Exhibit A for Tenant's exclusive use, along with the nonexclusive right to use all common areas, including entry ways, hallways, access drives, and all appurtenances thereto and egress and ingress for its business purposes. Landlord and Tenant hereby agree that the Premises contains two thousand two hundred forty-four (2,244) square feet of rentable area based on Landlord's current standards of measurement. A pre-construction architectural rendering of the Premises depicted on Attachment "2" is only provided for general identification purposes because the labels, measurements, line drawings, and square feet are not accurately stated on Attachment "2."

**ARTICLE II  
TERM OF LEASE**

Section 1. Term. Except as otherwise provided by this Agreement, the Initial Term ("Initial Term") of this Lease shall begin on January 1, 2026, ("Commencement Date"), and ending five (5) years from the Commencement Date.

Section 2. Renewal Options. Provided Tenant is not in default at the time of exercising its option, Tenant shall have four (4) options to renew the Lease upon the expiration of the Initial Term for additional terms of five (5) years each (“Renewal Term”; together with the Initial Term, the “Term”). Tenant shall provide the Landlord with written notice not less than one hundred twenty (120) days prior to the end of the Initial Term of its intention to exercise the renewal option.

### ARTICLE III RENT

Section 1. Rent. For the first year of the Initial Term, Tenant agrees to pay Rent at the rate of Eighteen Dollars and Fifty Cents (\$16.00) per square foot, which shall be Thirty-Five Thousand Nine Hundred Four Dollars (\$35,904.00) payable in monthly installments of Two Thousand Nine Hundred Ninety-Two Dollars(\$2,992.00). For years 2 through 5 of the Initial Term, the rent shall be as follows:

Year	Price/Sq. Ft.	Annual Rent	Monthly Rent
2	\$17.00	\$38,148.00	\$3,179.00
3	\$18.00	\$40,392.00	\$3,366.00
4	\$19.00	\$42,636.00	\$3,553.00
5	\$20.00	\$44,880.00	\$3,740.00

Rent for any Renewal Term shall be at then prevailing market rates, which shall be memorialized as an addendum to this agreement after Tenant has provided its notice of intent to exercise its renewal option.

Tenant’s obligation to pay Rent shall begin on the Commencement Date. The rent is due on the 1<sup>st</sup> day of each month during the Term. Should said rent not be paid within five (5) business days from the 1<sup>st</sup> of the month, the Landlord reserves the right to assess a Ten Dollars (\$10.00) per day late fee. A check that is returned by the financial institutional for any reason shall be considered non-payment of rent and therefore a late charge will also be assessed after the Landlord provides Tenant notice of the returned check, plus a Fifty Dollar (\$50.00) delinquent fee and any and all fees incurred by Landlord in effectuating the return of the check to Tenant. If rent is more than ten (10) days past due, the Landlord may provide written notice to Tenant. If Tenant does not remedy the past-due rent within forty-five (45) days from the date the notice is sent, then the Landlord shall have the option of canceling and terminating this Agreement, and the balance remaining under the Term shall be accelerated and shall become immediately due and payable at the Landlord’s option. Rent for any period less than one month shall be prorated.

Section 2. Payment Address. Payments may be delivered electronically or by check. If payment is made by check, it shall be delivered to:

Bloomington Redevelopment Commission  
Post Office Box 100  
Bloomington, Indiana 47402

## ARTICLE IV USE OF THE PROPERTY

Section 1. Compliance with Law and Regulations. Tenant shall conduct its business therefrom in a safe and lawful manner. Tenant shall use the Premises at all times in compliance with all applicable laws, rules, regulations, orders, ordinances, directions, and requirements of any governmental authority or agency, now in force or which may hereafter be in force, including without limitation those which shall impose upon the Landlord or Tenant any duty with respect to, or triggered by, a change in the use or occupation of, or any improvement or alteration to, the Premises such as, for example, the Americans with Disabilities Act.

Section 2. Care of Property and Maintenance. Tenant shall maintain, keep clean, and take good care of the Premises, shall commit no waste therein or damage thereto and shall return the Premises, on the expiration or termination of the Term, in as good a condition as the Premises was in at the beginning of Tenant's occupancy, excepting ordinary wear and tear, casualty, and any damage not caused by Tenant. Tenant shall be responsible for cleaning, leaf removal, and snow and ice removal in and around the immediate entrance to the Premises. Landlord shall be responsible for snow and ice removal and for any landscaping and mowing on the sidewalks and common areas around the Premises.

Landlord agrees to repair and maintain the exterior structure and common areas of the Premises, and all building systems, including the roof, foundation, structural walls, exterior doors, water, sewer, electric and gas lines to the point where they enter the Premises, and the HVAC system. Tenant shall be fully liable for all damage caused by Tenant, its employees or invitees in excess of ordinary wear and tear. Tenant shall repair, clean, and maintain the interior of the Premises in good order and repair including, without limitation replacing light bulbs and lighting, interior walls and wall coverings, floors and floor coverings, interior partition walls, interior doors, water, sewer, electric, and gas lines from the point where they enter the Premises. Tenant shall not be required to make repairs for damages (1) covered by warranty of a Landlord contractor, (2) caused by the Landlord, or (3) caused by another tenant or property owner of the building except those repairs necessitated by negligence or mis-use by Tenant or Tenant's employees, agents or invitees

In the event that Tenant fails to return the Premises to Landlord in as good a condition as the Premises was in at the beginning of Tenant's occupancy, Tenant shall be liable to the Landlord for the cost to return the Premises to Landlord in as good a condition as the Premises was in at the beginning of Tenant's occupancy, and any legal costs, including attorney's fees, necessary to obtain said payment.

Section 3. Access by Landlord to Leased Property. Landlord, its agents, prospective Tenants, purchasers, or mortgagees may inspect and examine the Premises at all reasonable times upon prior notice to Tenant. For a period commencing not earlier than six (6) months prior to the expiration of the Term, Landlord may list the Premises electronically and may post "For Rent" signs. In the event of an emergency, the Landlord shall have the right to enter the Property at any time.

Section 4. Hazardous Materials. Tenant shall not in any manner use, maintain, or allow the use or maintenance of the Premises in violation of any law, ordinance, statute, regulation, rule or

order (collectively “Laws”) of any governmental authority, including but not limited to Laws governing zoning, health, safety (including fire safety), occupational hazards, and pollution and environmental control. Tenant shall not use, maintain, or allow the use or maintenance of the Premises or any part thereof to treat, store, dispose of, transfer, release, convey or recover hazardous, toxic or infectious waste, nor shall Tenant otherwise, in any manner, possess or allow the possession of any hazardous, toxic or infectious waste on or about the Premises. Hazardous, toxic or infectious waste shall mean any solid, liquid or gaseous waste, substance or emission or any combination thereof which may (i) cause or significantly contribute to an increase in mortality or in serious illness, or (ii) pose the risk of a substantial present or potential hazard to human health, to the environment or otherwise to animal or plant life, and shall include without limitation hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended; the Resource Conservation and Recovery Act (RCRA), as amended; and any other applicable federal, state or local Laws.

Tenant shall promptly notify the Landlord of the presence or suspected presence of any hazardous, toxic or infectious waste on or about the Premises and shall deliver to the Landlord any notice received by Tenant relating thereto. Tenant shall indemnify and hold harmless the Landlord, the City of Bloomington, and the officers, agents, and employees of both the Landlord and the City of Bloomington from any and all claims, loss, liability, costs, expenses or damage, including reasonable attorneys’ fees and costs of remediation, incurred by the Landlord in connection with any breach by Tenant of its obligations under this Section. The covenants and obligations of Tenant hereunder shall survive the expiration or earlier termination of this Lease.

Section 5. Tenant Improvements. Tenant has inspected the Premises and acknowledges it is accepting the same “as is, where is, with all faults” and that Landlord will not be responsible to make any improvements to the Premises; provided, however, Landlord agrees that Tenant may commence and direct the construction of Tenant Improvements immediately. Tenant shall be solely responsible for all costs, fees, permits, etc. in the design and implementation of the Tenant Improvements. In the event of termination or expiration of this Lease, Landlord shall owe nothing to Tenant for the value of any Tenant Improvements to the Premises.

Tenant shall submit an itemized Tenant Improvement Plan to Landlord detailing the proposed improvements to the Premises for Landlord’s written approval of said work prior to any work commencing. The Tenant Improvement Plan shall also indicate which improvements will be permanent fixtures to the Premises and which may remain personal property of the Tenant through the expiration of the Term. Landlord shall have fifteen (15) business days to approve or reject the Tenant Improvement Plan. Tenant shall be responsible for coordinating Tenant’s architect and contractor and obtaining all required approvals, permits and necessary governmental documentation specific to Tenant’s improvements and use.

Section 6. Alterations. Except as explicitly approved as part of the Tenant Improvements, Tenant shall not make any other alterations, additions or improvements to the Premises, without the prior written consent of the Landlord.

ARTICLE V  
UTILITIES AND SERVICES

Tenant shall pay for all utilities and services based upon or in connection with its usage of the Premises, including but not limited to gas, electricity, sewer, and water. Tenant shall be responsible for the cost of any communications and data services and installation required for Tenant's needs. Landlord shall provide Tenant with access to a dumpster close to Premises for trash removal at Landlord's expense. Tenant shall begin paying utilities upon execution of this Agreement, prior to the completion of its improvements, and continue through the Term of this Agreement.

ARTICLE VI  
PERSONAL PROPERTY TAXES OF TENANT

Tenant shall promptly pay all applicable Indiana State, County, and Municipal personal property taxes in the event such taxes may now or hereafter be assessed against the furniture, fixtures, equipment and supplies maintained by Tenant upon the commercial space of the Premises and all taxes levied against Tenant on account of the business conducted by it upon the Premises.

ARTICLE VII  
LIABILITY INSURANCE; INDEMNIFICATION

Section 1. Liability Insurance. Tenant shall, at its sole expense, obtain and keep in force during the Initial Term and any renewals or extensions thereof, a policy of comprehensive general liability insurance insuring the City of Bloomington, Landlord and Tenant against liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than \$1,000,000 combined limit for any one accident or occurrence. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. If Tenant shall fail to procure and maintain said insurance Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant.

Section 2. Property Insurance. Landlord shall maintain property insurance for the Premises for the building and contents to insure against loss or damage by fire or other type of loss customarily covered by such insurance. Landlord reserves the right to alter the insurance limits required hereunder if circumstances necessitate higher or lower limits and shall provide ninety (90) days prior written notice of any such change to Tenant, itemizing the cost and detail of such change. Tenant will insure its business personal property and the tenant improvements made by Tenant.

Section 3. Builder's Risk Insurance. At all times when Tenant Improvements are in progress, Tenant, at its expense, shall maintain, or cause to be maintained, all risk property and/or Builder's Risk insurance and general liability insurance, with completed operation endorsement, for any occurrence in or about the Premises. Tenant shall furnish Landlord with reasonably satisfactory evidence that such insurance is in effect at or before the commencement of the improvements.

Section 4. Insurance Policies. Insurance required hereunder shall be obtained from companies that are acceptable to the City and Landlord and the insurance policy(ies) obtained under this Article shall name the City and Landlord as an additional insured(s). Tenant shall deliver to Landlord certificates evidencing the existence and amount of insurance required to be maintained by Tenant hereunder with loss payable clauses that are satisfactory to the City and Landlord. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to the City and Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or “binders” thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies maintained by Landlord or Tenant.

Section 5. Indemnity. Tenant shall indemnify and hold harmless the City and Landlord from and against any and all claims arising from Tenant’s use of the Premises, or from the conduct of Tenant’s operations or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises and shall further indemnify and hold harmless the City and Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant’s part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant’s agents, contractors or employees, and from and against all costs, attorneys’ fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the City and/or Landlord by reason of any such claim, Tenant upon notice from the City and/or Landlord shall defend the same at Tenant’s expense by counsel satisfactory to the City and Landlord.

## ARTICLE VIII SIGNS

Tenant may not install additional signage on or about said Premises, except upon Landlord’s prior written consent, which consent may not be unreasonably conditioned, delayed or withheld. Any approved signage shall comply with all local laws, rules, and regulations. All approvals shall be memorialized in writing and attached to this Agreement.

## ARTICLE IX DEFAULT AND REMEDIES

Section 1. Default. If either Landlord or Tenant defaults in respect of its covenants under this Lease and fails to cure such default within thirty (30) days after written notice of the existence of such default has been given by the other party, the other party may exercise any remedy available at law or in equity.

Section 2. Attorneys’ Fees and Expenses. Tenant shall pay the Landlord’s reasonable expenses and attorneys’ fees incurred as a result of enforcement of Tenant’s failure to comply with any covenant, term or condition of this Lease. Landlord shall pay Tenant’s reasonable expenses and

attorneys' fees incurred as a result of enforcement of Landlord's failure to comply with any covenant, term, or condition of this Lease.

#### ARTICLE X HOLDING OVER

Upon the expiration or sooner termination of this Agreement, Tenant shall surrender to Landlord the Premises, in the condition required under Article IV, Section 2 of this Agreement. Any damage to the Premises caused by Tenant shall be promptly repaired by Tenant. Any permanent fixtures installed as part of the Tenant's improvements, shall remain with the Premises, except for those items of personal property indicated in the Tenant Improvement Plan. In all other respects, Tenant shall have forty-five (45) days to remove any of its personal property from the Premises following the end of the Term. Any failure to remove such property may result in Landlord assuming ownership of the property. If, with the consent of Landlord, Tenant remains in possession of any part of the Premises after the expiration of the Term, then Tenant shall be a tenant from month to month at the same rental and subject to all of the other applicable terms and conditions hereof.

#### ARTICLE XI DESTRUCTION OR CONDEMNATION

Section 1. Damage or Destruction/Obligation to Rebuild. In the event the Premises is damaged or destroyed partially or totally, from any cause whatsoever, whether or not such damage or destruction is covered by any insurance required to be maintained by this Agreement, then Landlord may in its sole discretion repair, restore, and rebuild the Premises to substantially its condition existing immediately prior to such damage or destruction. If Landlord elects to repair or rebuild, this Lease shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein called the "repair") shall be commenced within a reasonable time after such damage or destruction and shall be diligently prosecuted to completion. During the period of repair and so long as the damages or destruction is not caused by Tenant, Tenant's sublessees, members, or assigns, the rent payable by Tenant hereunder shall abate if Tenant is totally deprived of possession of the Premises; if Tenant is able, in good faith, to continue its operation of its business at the Premises during the period of repair, then the rent payable by Tenant hereunder is still due in accordance with the terms of this Agreement.

Section 2. Condemnation. If the Premises, or any portion thereof, are condemned by any legally constituted authority, then this Lease shall terminate as to the part condemned as of the date the condemning authority takes title or possession, whichever first occurs. If any material part of the Premises is taken by condemnation, either party within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession), may terminate this Lease as of the date the condemning authority takes such possession. If neither Landlord nor Tenant terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining. Subject to the rights of a mortgagee, any award for the condemnation of all or any part of the Premises or any payment made under threat of condemnation shall be the sole property of Landlord, whether such award

shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages, but Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall, to the extent of severance damages received by Landlord in connection with such condemnation and not applied by a mortgagee in reduction of its mortgage balance, repair any damage to the Premises caused by such condemnation except to the extent that Tenant has been reimbursed therefore by the condemning authority.

Section 3. Mechanic's Liens. Tenant shall not permit any Statement of Intention to Hold a Mechanic's Lien ("Statement") to be filed against the Premises or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Tenant. If a Statement is filed, Landlord at its option may compel the prosecution of an action for the foreclosure of such mechanic's lien by the lienor, and if such an action is commenced, Tenant, upon demand by Landlord, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the court and obtaining an order from the court releasing the Premises from such lien.

## ARTICLE XII ASSIGNMENT AND SUBLETTING

Section 1. Landlord Consent Required. Tenant may enter into an Assignment of this Lease or a Sublease of the Premises only with Landlord's prior written consent in each instance, whereas such consent will be granted in Landlord's sole discretion. Tenant shall not mortgage, pledge, or otherwise encumber its interest in this Lease or in the Premises. An "Assignment" means any sale, assignment, or other transfer of all or any part of the Premises or Tenant's leasehold estate hereunder. A "Sublease" means any subletting of the Premises, or any portion thereof, or permitting the Premises to be occupied by any person other than Tenant. Any Assignment or Sublease that is not in compliance with this Article XII shall be void. The acceptance of rental payments by Landlord from a proposed assignee, sublessee, or occupant of the Premises shall not constitute consent to such Assignment or Sublease by Landlord.

Section 2. Request for Consent. Any request by Tenant for Landlord's consent to a specific Assignment or Sublease shall include: (a) the name of the proposed assignee, sublessee, or occupant; (b) the nature of the proposed assignee's, sublessee's, or occupant's business to be carried on in the Premises; and (c) a copy of the proposed Assignment or Sublease documents. Landlord shall respond in writing, including a statement of the reasons for any disapproval, within fifteen (15) days after receipt of all information reasonably necessary to evaluate the proposed Assignment or Sublease.

Section 3. Effect of Consent. No consent by Landlord to any Assignment or Sublease by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease. The consent by Landlord to any Assignment or Sublease shall not relieve Tenant or any successor of Tenant from the obligation to obtain Landlord's express written consent to any other Assignment or Sublease. No Assignment or Sublease shall be valid or effective unless the assignee or sublessee or Tenant shall deliver to Landlord a fully-executed counterpart of the Assignment or Sublease

and an instrument that contains a covenant of assumption by the assignee or agreement of the sublessee, reasonably satisfactory in substance and form to Landlord.

Section 4. Permitted Transfers. Each Assignment or Sublease under this Article XII shall be subject to the following conditions: (a) no proposed Assignment or Sublease shall be effective if Tenant is in default under this Lease; (b) no proposed Assignment or Sublease may be undertaken for purposes of circumventing Tenant's liability under this Lease; (c) Tenant shall remain primarily liable under this Lease; and (d) Landlord shall have received an executed copy of all documentation effecting such Assignment or Sublease on or before its effective date.

### ARTICLE XIII NOTICES, COVENANTS AND REPRESENTATIONS, MISCELLANEOUS

Section 1. Notices. All notices to be given hereunder shall be in writing and shall be deemed to be properly given if sent by certified mail, postage prepaid and, in the case of notices by the Landlord to Tenant, they are addressed to:

The Convention and Visitors Bureau of Monroe County, Inc., dba Visit Bloomington  
Attn: Michael McAfee, Executive Director  
2855 North Walnut Street  
Bloomington, Indiana 47404

or to such other address as Tenant may from time to time furnish to the Landlord in writing for such purpose; and in the case of notices by Tenant to the Landlord, if they are addressed to:

Director, Department of Redevelopment  
City of Bloomington  
Post Office Box 100  
Bloomington, Indiana 47402

With a copy to:

Corporation Counsel  
City of Bloomington  
Post Office Box 100  
Bloomington, Indiana 47402

or to such other addresses as the Landlord may from time to time furnish to Tenant in writing for such purpose.

Section 2. Covenants and Representations. The covenants and agreements contained in this Lease shall inure to the benefit and shall be binding upon the parties hereto, and their respective successors and assigns. This Lease contains the entire agreement between the Landlord and Tenant and shall not be modified in any manner except by an instrument in writing executed by the Landlord and Tenant.

Section 3. Waiver. The waiver by any party hereto of any term, covenant, or condition contained in this Lease shall be in writing, and any waiver in one instance shall not be deemed to be a waiver of such term, covenant, or condition in the future, or any subsequent breach of the same or any other term, covenant, or condition contained in this Lease.

Section 4. Relationship of the Parties. Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent, partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 5. Governing Law. This Lease shall be governed according to the laws of the State of Indiana. For any dispute arising from this Lease venue shall be in Monroe County, Indiana.

Section 6. Nondiscrimination. Tenant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment and public accommodations.

Section 7. Firearms Policy. Pursuant to Indiana Code § 35-47-11.1-4, Tenant may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which employment or attendance at and participation in activities is conditioned. If Tenant develops such a policy, the Landlord and Tenant may implement and enforce it. If Tenant wishes to develop such a policy, it shall provide a copy of the policy to the Landlord and City within thirty (30) days of the adoption of such policy, with such policy to be incorporated into this Agreement as an attachment hereto.

Section 8. Quiet Enjoyment. If Tenant performs all of the covenants and agreements herein provided to be performed on Tenant's part, Tenant shall, at all times during the Term, have the peaceable and quiet enjoyment of possession of the Premises without any manner of hindrance from Landlord or any parties lawfully claiming under Landlord, but subject to the rights of any governmental authority having jurisdiction over the Premises, the rights of any Mortgagee or the rights retained by Landlord by this Lease or by law.

Section 9. Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

Section 10. Time. Time is of the essence.

Section 11. Recording. Either party shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes.

#### ARTICLE XIV RIGHT OF FIRST REFUSAL

Tenant desires additional space contiguous to the Premises for Tenant's use and operations. Should a vacancy contiguous to the Premises arise, Tenant shall have the first right to enter into a lease for the vacant space on terms and conditions negotiated at that time. This Right of First

Refusal is available to Tenant as long as Tenant is in compliance with this Lease. When the additional space becomes available or is known to becoming available at a specific time, Landlord shall give Tenant such notice and Tenant shall have sixty (60) days to exercise their right

EXECUTED the day and year first above written by duly authorized officers of the parties hereto.

THE CONVENTION AND VISITORS BUREAU OF MONROE COUNTY, INC.,  
dba VISIT BLOOMINGTON”:

By: \_\_\_\_\_  
Michael McAfee, Executive Director

CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION:

By: \_\_\_\_\_  
Deborah Myerson, President

Witnessed:

By: \_\_\_\_\_  
John West, Secretary

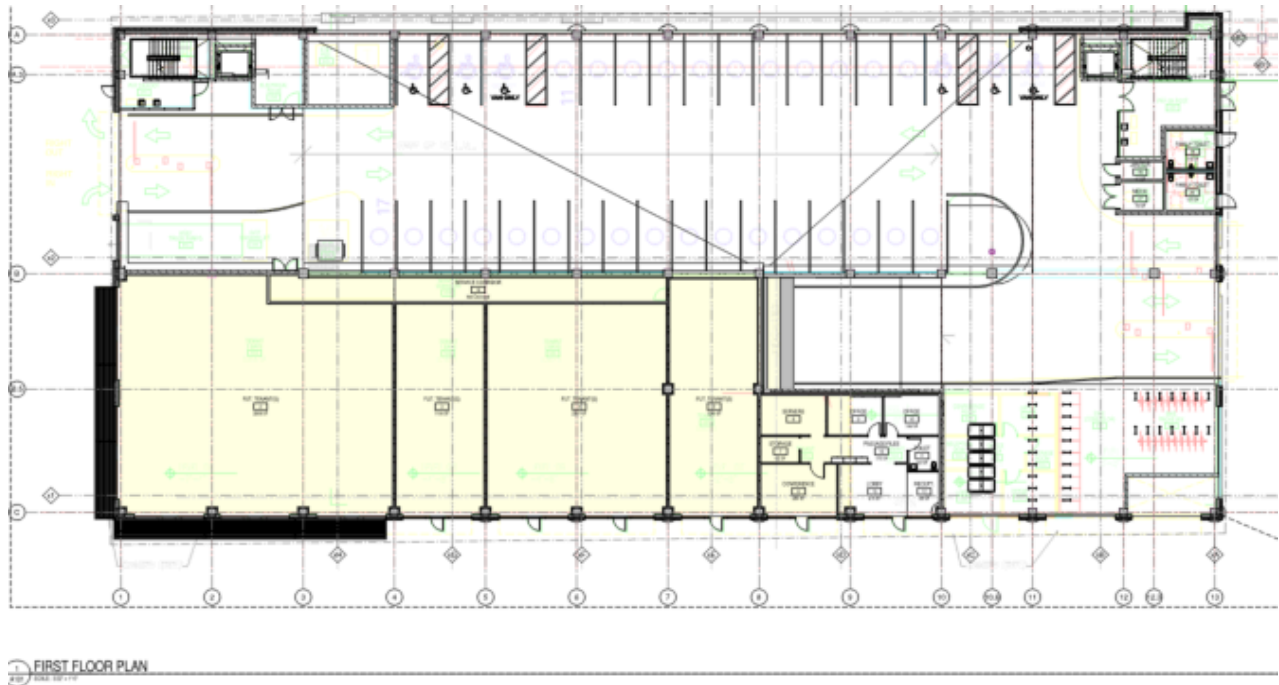
## **ATTACHMENT 1**

### **PROPERTY DESCRIPTION**

The property to be leased is a condo of commercial space totaling 2,244 square feet within the property commonly known as the 4th Street Parking Garage located at 105 West Fourth Street, Bloomington, Indiana 47404. The specific location of the proposed Tenant space is mutually understood to be the southernmost available 2,244 square foot “bay” of space, immediately to the south of the City of Bloomington Parking offices.

## ATTACHMENT 2

### Pre-Construction Rendering of Layout



**LEASE AGREEMENT  
FOR COMMERCIAL SPACE IN FOURTH STREET PARKING GARAGE**

THIS LEASE ("Lease"), made and entered into as of the last date of complete execution, by and between the City of Bloomington Redevelopment Commission a.k.a. Bloomington Department of Redevelopment ("Landlord"), and The Convention and Visitors Bureau of Monroe County, Inc., dba Visit Bloomington, ("Tenant") WITNESSETH THAT:

**RECITALS**

WHEREAS, Landlord owns certain real estate and improvements commonly known as the Fourth Street Garage located at 105 West Fourth Street, Bloomington, Indiana, and more particularly described on Attachment "1" attached hereto and by reference incorporated herein (the "Premises"); and,

WHEREAS, Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord the Premises.

NOW, THEREFORE, in consideration of the Recitals and the mutual promises hereinafter set forth and other good and valuable consideration, the Landlord and Tenant agree as follows:

**ARTICLE I  
DESCRIPTION OF PREMISES**

Section 1. Authority of Landlord. The Landlord represents and warrants that it is authorized to enter into this Lease.

Section 2. Lease and Description. The Landlord hereby Leases to Tenant and Tenant hereby Leases from the Landlord the Premises described above and depicted in Exhibit A for Tenant's exclusive use, along with the nonexclusive right to use all common areas, including entry ways, hallways, access drives, and all appurtenances thereto and egress and ingress for its business purposes. Landlord and Tenant hereby agree that the Premises contains two thousand two hundred forty-four (2,244) square feet of rentable area based on Landlord's current standards of measurement. A pre-construction architectural rendering of the Premises depicted on Attachment "2" is only provided for general identification purposes because the labels, measurements, line drawings, and square feet are not accurately stated on Attachment "2."

**ARTICLE II  
TERM OF LEASE**

Section 1. Term. Except as otherwise provided by this Agreement, the Initial Term ("Initial Term") of this Lease shall begin on January 1, 2026, ("Commencement Date"), and ending five (5) years from the Commencement Date.

Section 2. Renewal Options. Provided Tenant is not in default at the time of exercising its option, Tenant shall have four (4) options to renew the Lease upon the expiration of the Initial Term for additional terms of five (5) years each (“Renewal Term”; together with the Initial Term, the “Term”). Tenant shall provide the Landlord with written notice not less than one hundred twenty (120) days prior to the end of the Initial Term of its intention to exercise the renewal option.

### ARTICLE III RENT

Section 1. Rent. For the first year of the Initial Term, Tenant agrees to pay Rent at the rate of Sixteen Dollars (\$16.00) per square foot, which shall be Thirty-Five Thousand Nine Hundred Four Dollars (\$35,904.00) payable in monthly installments of Two Thousand Nine Hundred Ninety-Two Dollars (\$2,992.00). For years 2 through 5 of the Initial Term, the rent shall be as follows:

Year	Price/Sq. Ft.	Annual Rent	Monthly Rent
2	\$17.00	\$38,148.00	\$3,179.00
3	\$18.00	\$40,392.00	\$3,366.00
4	\$19.00	\$42,636.00	\$3,553.00
5	\$20.00	\$44,880.00	\$3,740.00

Rent for any Renewal Term shall be at then prevailing market rates, which shall be memorialized as an addendum to this agreement after Tenant has provided its notice of intent to exercise its renewal option.

Tenant’s obligation to pay Rent shall begin on the Commencement Date. The rent is due on the 1<sup>st</sup> day of each month during the Term. Should said rent not be paid within five (5) business days from the 1<sup>st</sup> of the month, the Landlord reserves the right to assess a Ten Dollars (\$10.00) per day late fee. A check that is returned by the financial institutional for any reason shall be considered non-payment of rent and therefore a late charge will also be assessed after the Landlord provides Tenant notice of the returned check, plus a Fifty Dollar (\$50.00) delinquent fee and any and all fees incurred by Landlord in effectuating the return of the check to Tenant. If rent is more than ten (10) days past due, the Landlord may provide written notice to Tenant. If Tenant does not remedy the past-due rent within forty-five (45) days from the date the notice is sent, then the Landlord shall have the option of canceling and terminating this Agreement, and the balance remaining under the Term shall be accelerated and shall become immediately due and payable at the Landlord’s option. Rent for any period less than one month shall be prorated.

Section 2. Payment Address. Payments may be delivered electronically or by check. If payment is made by check, it shall be delivered to:

Bloomington Redevelopment Commission  
Post Office Box 100  
Bloomington, Indiana 47402

## ARTICLE IV USE OF THE PROPERTY

Section 1. Compliance with Law and Regulations. Tenant shall conduct its business therefrom in a safe and lawful manner. Tenant shall use the Premises at all times in compliance with all applicable laws, rules, regulations, orders, ordinances, directions, and requirements of any governmental authority or agency, now in force or which may hereafter be in force, including without limitation those which shall impose upon the Landlord or Tenant any duty with respect to, or triggered by, a change in the use or occupation of, or any improvement or alteration to, the Premises such as, for example, the Americans with Disabilities Act.

Section 2. Care of Property and Maintenance. Tenant shall maintain, keep clean, and take good care of the Premises, shall commit no waste therein or damage thereto and shall return the Premises, on the expiration or termination of the Term, in as good a condition as the Premises was in at the beginning of Tenant's occupancy, excepting ordinary wear and tear, casualty, and any damage not caused by Tenant. Tenant shall be responsible for cleaning, leaf removal, and snow and ice removal in and around the immediate entrance to the Premises. Landlord shall be responsible for snow and ice removal and for any landscaping and mowing on the sidewalks and common areas around the Premises.

Landlord agrees to repair and maintain the exterior structure and common areas of the Premises, and all building systems, including the roof, foundation, structural walls, exterior doors, water, sewer, electric and gas lines to the point where they enter the Premises, and the HVAC system. Tenant shall be fully liable for all damage caused by Tenant, its employees or invitees in excess of ordinary wear and tear. Tenant shall repair, clean, and maintain the interior of the Premises in good order and repair including, without limitation replacing light bulbs and lighting, interior walls and wall coverings, floors and floor coverings, interior partition walls, interior doors, water, sewer, electric, and gas lines from the point where they enter the Premises. Tenant shall not be required to make repairs for damages (1) covered by warranty of a Landlord contractor, (2) caused by the Landlord, or (3) caused by another tenant or property owner of the building except those repairs necessitated by negligence or mis-use by Tenant or Tenant's employees, agents or invitees

In the event that Tenant fails to return the Premises to Landlord in as good a condition as the Premises was in at the beginning of Tenant's occupancy, Tenant shall be liable to the Landlord for the cost to return the Premises to Landlord in as good a condition as the Premises was in at the beginning of Tenant's occupancy, and any legal costs, including attorney's fees, necessary to obtain said payment.

Section 3. Access by Landlord to Leased Property. Landlord, its agents, prospective Tenants, purchasers, or mortgagees may inspect and examine the Premises at all reasonable times upon prior notice to Tenant. For a period commencing not earlier than six (6) months prior to the expiration of the Term, Landlord may list the Premises electronically and may post "For Rent" signs. In the event of an emergency, the Landlord shall have the right to enter the Property at any time.

Section 4. Hazardous Materials. Tenant shall not in any manner use, maintain, or allow the use or maintenance of the Premises in violation of any law, ordinance, statute, regulation, rule or

order (collectively “Laws”) of any governmental authority, including but not limited to Laws governing zoning, health, safety (including fire safety), occupational hazards, and pollution and environmental control. Tenant shall not use, maintain, or allow the use or maintenance of the Premises or any part thereof to treat, store, dispose of, transfer, release, convey or recover hazardous, toxic or infectious waste, nor shall Tenant otherwise, in any manner, possess or allow the possession of any hazardous, toxic or infectious waste on or about the Premises. Hazardous, toxic or infectious waste shall mean any solid, liquid or gaseous waste, substance or emission or any combination thereof which may (i) cause or significantly contribute to an increase in mortality or in serious illness, or (ii) pose the risk of a substantial present or potential hazard to human health, to the environment or otherwise to animal or plant life, and shall include without limitation hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended; the Resource Conservation and Recovery Act (RCRA), as amended; and any other applicable federal, state or local Laws.

Tenant shall promptly notify the Landlord of the presence or suspected presence of any hazardous, toxic or infectious waste on or about the Premises and shall deliver to the Landlord any notice received by Tenant relating thereto. Tenant shall indemnify and hold harmless the Landlord, the City of Bloomington, and the officers, agents, and employees of both the Landlord and the City of Bloomington from any and all claims, loss, liability, costs, expenses or damage, including reasonable attorneys’ fees and costs of remediation, incurred by the Landlord in connection with any breach by Tenant of its obligations under this Section. The covenants and obligations of Tenant hereunder shall survive the expiration or earlier termination of this Lease.

Section 5. Tenant Improvements. Tenant has inspected the Premises and acknowledges it is accepting the same “as is, where is, with all faults” and that Landlord will not be responsible to make any improvements to the Premises; provided, however, Landlord agrees that Tenant may commence and direct the construction of Tenant Improvements immediately. Tenant shall be solely responsible for all costs, fees, permits, etc. in the design and implementation of the Tenant Improvements. In the event of termination or expiration of this Lease, Landlord shall owe nothing to Tenant for the value of any Tenant Improvements to the Premises.

Tenant shall submit an itemized Tenant Improvement Plan to Landlord detailing the proposed improvements to the Premises for Landlord’s written approval of said work prior to any work commencing. The Tenant Improvement Plan shall also indicate which improvements will be permanent fixtures to the Premises and which may remain personal property of the Tenant through the expiration of the Term. Landlord shall have fifteen (15) business days to approve or reject the Tenant Improvement Plan. Tenant shall be responsible for coordinating Tenant’s architect and contractor and obtaining all required approvals, permits and necessary governmental documentation specific to Tenant’s improvements and use.

Section 6. Alterations. Except as explicitly approved as part of the Tenant Improvements, Tenant shall not make any other alterations, additions or improvements to the Premises, without the prior written consent of the Landlord.

ARTICLE V  
UTILITIES AND SERVICES

Tenant shall pay for all utilities and services based upon or in connection with its usage of the Premises, including but not limited to gas, electricity, sewer, and water. Tenant shall be responsible for the cost of any communications and data services and installation required for Tenant's needs. Landlord shall provide Tenant with access to a dumpster close to Premises for trash removal at Landlord's expense. Tenant shall begin paying utilities upon execution of this Agreement, prior to the completion of its improvements, and continue through the Term of this Agreement.

ARTICLE VI  
PERSONAL PROPERTY TAXES OF TENANT

Tenant shall promptly pay all applicable Indiana State, County, and Municipal personal property taxes in the event such taxes may now or hereafter be assessed against the furniture, fixtures, equipment and supplies maintained by Tenant upon the commercial space of the Premises and all taxes levied against Tenant on account of the business conducted by it upon the Premises.

ARTICLE VII  
LIABILITY INSURANCE; INDEMNIFICATION

Section 1. Liability Insurance. Tenant shall, at its sole expense, obtain and keep in force during the Initial Term and any renewals or extensions thereof, a policy of comprehensive general liability insurance insuring the City of Bloomington, Landlord and Tenant against liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than \$1,000,000 combined limit for any one accident or occurrence. The limits of said insurance shall not, however, limit the liability of Tenant hereunder. If Tenant shall fail to procure and maintain said insurance Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant.

Section 2. Property Insurance. Landlord shall maintain property insurance for the Premises for the building and contents to insure against loss or damage by fire or other type of loss customarily covered by such insurance. Landlord reserves the right to alter the insurance limits required hereunder if circumstances necessitate higher or lower limits and shall provide ninety (90) days prior written notice of any such change to Tenant, itemizing the cost and detail of such change. Tenant will insure its business personal property and the tenant improvements made by Tenant.

Section 3. Builder's Risk Insurance. At all times when Tenant Improvements are in progress, Tenant, at its expense, shall maintain, or cause to be maintained, all risk property and/or Builder's Risk insurance and general liability insurance, with completed operation endorsement, for any occurrence in or about the Premises. Tenant shall furnish Landlord with reasonably satisfactory evidence that such insurance is in effect at or before the commencement of the improvements.

Section 4. Insurance Policies. Insurance required hereunder shall be obtained from companies that are acceptable to the City and Landlord and the insurance policy(ies) obtained under this Article shall name the City and Landlord as an additional insured(s). Tenant shall deliver to Landlord certificates evidencing the existence and amount of insurance required to be maintained by Tenant hereunder with loss payable clauses that are satisfactory to the City and Landlord. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to the City and Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or “binders” thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies maintained by Landlord or Tenant.

Section 5. Indemnity. Tenant shall indemnify and hold harmless the City and Landlord from and against any and all claims arising from Tenant’s use of the Premises, or from the conduct of Tenant’s operations or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises and shall further indemnify and hold harmless the City and Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant’s part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant’s agents, contractors or employees, and from and against all costs, attorneys’ fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the City and/or Landlord by reason of any such claim, Tenant upon notice from the City and/or Landlord shall defend the same at Tenant’s expense by counsel satisfactory to the City and Landlord.

## ARTICLE VIII SIGNS

Tenant may not install additional signage on or about said Premises, except upon Landlord’s prior written consent, which consent may not be unreasonably conditioned, delayed or withheld. Any approved signage shall comply with all local laws, rules, and regulations. All approvals shall be memorialized in writing and attached to this Agreement.

## ARTICLE IX DEFAULT AND REMEDIES

Section 1. Default. If either Landlord or Tenant defaults in respect of its covenants under this Lease and fails to cure such default within thirty (30) days after written notice of the existence of such default has been given by the other party, the other party may exercise any remedy available at law or in equity.

Section 2. Attorneys’ Fees and Expenses. Tenant shall pay the Landlord’s reasonable expenses and attorneys’ fees incurred as a result of enforcement of Tenant’s failure to comply with any covenant, term or condition of this Lease. Landlord shall pay Tenant’s reasonable expenses and

attorneys' fees incurred as a result of enforcement of Landlord's failure to comply with any covenant, term, or condition of this Lease.

## ARTICLE X HOLDING OVER

Upon the expiration or sooner termination of this Agreement, Tenant shall surrender to Landlord the Premises, in the condition required under Article IV, Section 2 of this Agreement. Any damage to the Premises caused by Tenant shall be promptly repaired by Tenant. Any permanent fixtures installed as part of the Tenant's improvements, shall remain with the Premises, except for those items of personal property indicated in the Tenant Improvement Plan. In all other respects, Tenant shall have forty-five (45) days to remove any of its personal property from the Premises following the end of the Term. Any failure to remove such property may result in Landlord assuming ownership of the property. If, with the consent of Landlord, Tenant remains in possession of any part of the Premises after the expiration of the Term, then Tenant shall be a tenant from month to month at the same rental and subject to all of the other applicable terms and conditions hereof.

## ARTICLE XI DESTRUCTION OR CONDEMNATION

Section 1. Damage or Destruction/Obligation to Rebuild. In the event the Premises is damaged or destroyed partially or totally, from any cause whatsoever, whether or not such damage or destruction is covered by any insurance required to be maintained by this Agreement, then Landlord may in its sole discretion repair, restore, and rebuild the Premises to substantially its condition existing immediately prior to such damage or destruction. If Landlord elects to repair or rebuild, this Lease shall continue in full force and effect. Such repair, restoration and rebuilding (all of which are herein called the "repair") shall be commenced within a reasonable time after such damage or destruction and shall be diligently prosecuted to completion. During the period of repair and so long as the damages or destruction is not caused by Tenant, Tenant's sublessees, members, or assigns, the rent payable by Tenant hereunder shall abate if Tenant is totally deprived of possession of the Premises; if Tenant is able, in good faith, to continue its operation of its business at the Premises during the period of repair, then the rent payable by Tenant hereunder is still due in accordance with the terms of this Agreement.

Section 2. Condemnation. If the Premises, or any portion thereof, are condemned by any legally constituted authority, then this Lease shall terminate as to the part condemned as of the date the condemning authority takes title or possession, whichever first occurs. If any material part of the Premises is taken by condemnation, either party within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession), may terminate this Lease as of the date the condemning authority takes such possession. If neither Landlord nor Tenant terminates this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining. Subject to the rights of a mortgagee, any award for the condemnation of all or any part of the Premises or any payment made under threat of condemnation shall be the sole property of Landlord, whether such award

shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages, but Tenant shall be entitled to any award for loss of or damage to Tenant's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall, to the extent of severance damages received by Landlord in connection with such condemnation and not applied by a mortgagee in reduction of its mortgage balance, repair any damage to the Premises caused by such condemnation except to the extent that Tenant has been reimbursed therefore by the condemning authority.

Section 3. Mechanic's Liens. Tenant shall not permit any Statement of Intention to Hold a Mechanic's Lien ("Statement") to be filed against the Premises or any part thereof nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Tenant. If a Statement is filed, Landlord at its option may compel the prosecution of an action for the foreclosure of such mechanic's lien by the lienor, and if such an action is commenced, Tenant, upon demand by Landlord, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the court and obtaining an order from the court releasing the Premises from such lien.

## ARTICLE XII ASSIGNMENT AND SUBLETTING

Section 1. Landlord Consent Required. Tenant may enter into an Assignment of this Lease or a Sublease of the Premises only with Landlord's prior written consent in each instance, whereas such consent will be granted in Landlord's sole discretion. Tenant shall not mortgage, pledge, or otherwise encumber its interest in this Lease or in the Premises. An "Assignment" means any sale, assignment, or other transfer of all or any part of the Premises or Tenant's leasehold estate hereunder. A "Sublease" means any subletting of the Premises, or any portion thereof, or permitting the Premises to be occupied by any person other than Tenant. Any Assignment or Sublease that is not in compliance with this Article XII shall be void. The acceptance of rental payments by Landlord from a proposed assignee, sublessee, or occupant of the Premises shall not constitute consent to such Assignment or Sublease by Landlord.

Section 2. Request for Consent. Any request by Tenant for Landlord's consent to a specific Assignment or Sublease shall include: (a) the name of the proposed assignee, sublessee, or occupant; (b) the nature of the proposed assignee's, sublessee's, or occupant's business to be carried on in the Premises; and (c) a copy of the proposed Assignment or Sublease documents. Landlord shall respond in writing, including a statement of the reasons for any disapproval, within fifteen (15) days after receipt of all information reasonably necessary to evaluate the proposed Assignment or Sublease.

Section 3. Effect of Consent. No consent by Landlord to any Assignment or Sublease by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease. The consent by Landlord to any Assignment or Sublease shall not relieve Tenant or any successor of Tenant from the obligation to obtain Landlord's express written consent to any other Assignment or Sublease. No Assignment or Sublease shall be valid or effective unless the assignee or sublessee or Tenant shall deliver to Landlord a fully-executed counterpart of the Assignment or Sublease

and an instrument that contains a covenant of assumption by the assignee or agreement of the sublessee, reasonably satisfactory in substance and form to Landlord.

Section 4. Permitted Transfers. Each Assignment or Sublease under this Article XII shall be subject to the following conditions: (a) no proposed Assignment or Sublease shall be effective if Tenant is in default under this Lease; (b) no proposed Assignment or Sublease may be undertaken for purposes of circumventing Tenant's liability under this Lease; (c) Tenant shall remain primarily liable under this Lease; and (d) Landlord shall have received an executed copy of all documentation effecting such Assignment or Sublease on or before its effective date.

### ARTICLE XIII NOTICES, COVENANTS AND REPRESENTATIONS, MISCELLANEOUS

Section 1. Notices. All notices to be given hereunder shall be in writing and shall be deemed to be properly given if sent by certified mail, postage prepaid and, in the case of notices by the Landlord to Tenant, they are addressed to:

The Convention and Visitors Bureau of Monroe County, Inc., dba Visit Bloomington  
Attn: Michael McAfee, Executive Director  
2855 North Walnut Street  
Bloomington, Indiana 47404

or to such other address as Tenant may from time to time furnish to the Landlord in writing for such purpose; and in the case of notices by Tenant to the Landlord, if they are addressed to:

Director, Department of Redevelopment  
City of Bloomington  
Post Office Box 100  
Bloomington, Indiana 47402

With a copy to:

Corporation Counsel  
City of Bloomington  
Post Office Box 100  
Bloomington, Indiana 47402

or to such other addresses as the Landlord may from time to time furnish to Tenant in writing for such purpose.

Section 2. Covenants and Representations. The covenants and agreements contained in this Lease shall inure to the benefit and shall be binding upon the parties hereto, and their respective successors and assigns. This Lease contains the entire agreement between the Landlord and Tenant and shall not be modified in any manner except by an instrument in writing executed by the Landlord and Tenant.

Section 3. Waiver. The waiver by any party hereto of any term, covenant, or condition contained in this Lease shall be in writing, and any waiver in one instance shall not be deemed to be a waiver of such term, covenant, or condition in the future, or any subsequent breach of the same or any other term, covenant, or condition contained in this Lease.

Section 4. Relationship of the Parties. Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent, partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 5. Governing Law. This Lease shall be governed according to the laws of the State of Indiana. For any dispute arising from this Lease venue shall be in Monroe County, Indiana.

Section 6. Nondiscrimination. Tenant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment and public accommodations.

Section 7. Firearms Policy. Pursuant to Indiana Code § 35-47-11.1-4, Tenant may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which employment or attendance at and participation in activities is conditioned. If Tenant develops such a policy, the Landlord and Tenant may implement and enforce it. If Tenant wishes to develop such a policy, it shall provide a copy of the policy to the Landlord and City within thirty (30) days of the adoption of such policy, with such policy to be incorporated into this Agreement as an attachment hereto.

Section 8. Quiet Enjoyment. If Tenant performs all of the covenants and agreements herein provided to be performed on Tenant's part, Tenant shall, at all times during the Term, have the peaceable and quiet enjoyment of possession of the Premises without any manner of hindrance from Landlord or any parties lawfully claiming under Landlord, but subject to the rights of any governmental authority having jurisdiction over the Premises, the rights of any Mortgagee or the rights retained by Landlord by this Lease or by law.

Section 9. Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

Section 10. Time. Time is of the essence.

Section 11. Recording. Either party shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" memorandum of this Lease for recording purposes.

#### ARTICLE XIV RIGHT OF FIRST REFUSAL

Tenant desires additional space contiguous to the Premises for Tenant's use and operations. Should a vacancy contiguous to the Premises arise, Tenant shall have the first right to enter into a lease for the vacant space on terms and conditions negotiated at that time. This Right of First

Refusal is available to Tenant as long as Tenant is in compliance with this Lease. When the additional space becomes available or is known to becoming available at a specific time, Landlord shall give Tenant such notice and Tenant shall have sixty (60) days to exercise their right

EXECUTED the day and year first above written by duly authorized officers of the parties hereto.

THE CONVENTION AND VISITORS BUREAU OF MONROE COUNTY, INC.,  
dba VISIT BLOOMINGTON”:

By: \_\_\_\_\_  
Michael McAfee, Executive Director

CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION:

By: \_\_\_\_\_  
Deborah Myerson, President

Witnessed:

By: \_\_\_\_\_  
John West, Secretary

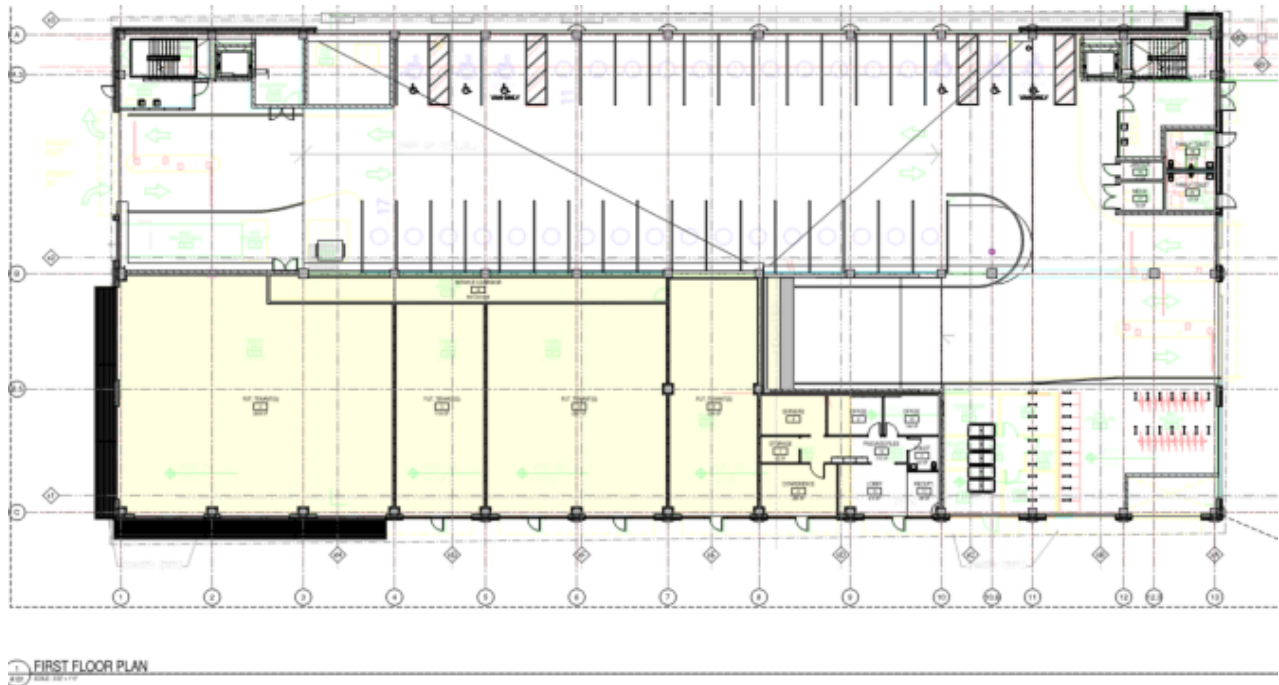
## **ATTACHMENT 1**

### **PROPERTY DESCRIPTION**

The property to be leased is a condo of commercial space totaling 2,244 square feet within the property commonly known as the 4th Street Parking Garage located at 105 West Fourth Street, Bloomington, Indiana 47404. The specific location of the proposed Tenant space is mutually understood to be the southernmost available 2,244 square foot “bay” of space, immediately to the south of the City of Bloomington Parking offices.

## ATTACHMENT 2

### Pre-Construction Rendering of Layout



**25-109**  
**RESOLUTION OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF SECOND AMENDMENT TO THE CARES ACT COMMUNITY**  
**DEVELOPMENT BLOCK GRANT AWARD**  
**TO BLOOMINGTON HOUSING AUTHORITY**

WHEREAS, in Resolution 21-54, executed on or about October 6, 2021, the Redevelopment Commission approved a Cares Act Community Development Block Grant Agreement with Bloomington Housing Authority in the amount of \$60,000.00 for staffing needs to support navigation for emergency housing voucher recipients; and

WHEREAS, a First Amendment to that Agreement was approved by Resolution 25-26 on February 3, 2025, to resolve findings from a HUD audit; and

WHEREAS, the original time of performance for the Cares Act CDBG Agreement was from October 15, 2021 to May 31, 2023, with 100% of funds spent within 6 years of the date of the agreement; and

WHEREAS, this Second Amendment extends the time of performance for grant expenditures to September 1, 2026, to coincide with the end of the federal award period; and

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

1. The RDC hereby approves the attached Second Amendment to the 2021 Cares Act Community Development Block Grant Agreement which extends the performance period to September 1, 2026.
2. All other terms, provisions, conditions, recitals, and obligations of the Agreement between the Bloomington Redevelopment Commission and the Bloomington Housing Authority shall remain in full force and effect, and said Contract, its previous amendment, and this Second Amendment shall be construed together as a single contractual agreement.

**[signatures on the following page]**

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

Deborah Myserson, President

ATTEST:

---

John West, Secretary

---

Date

# Exhibit A

Cares Act Funding Agreement with  
Resolution 21-54 For Bloomington  
Housing Authority

21-54  
RESOLUTION  
OF THE  
REDEVELOPMENT COMMISSION  
OF THE  
CITY OF BLOOMINGTON, INDIANA

WHEREAS, funds are available under Community Development Block Grant No. B-20-MW-18-0013 for activities in response to the COVID-19 pandemic; and

WHEREAS, staff recommends that the funds for the Bloomington Housing Authority to provide staff to support Emergency Housing Voucher Recipients be approved from said source; and

WHEREAS, in accordance with federal guidelines for the Community Development Block Grant (CDBG), the RDC is required to authorize each agreement and award; and

WHEREAS, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration and is attached to this Resolution; and

WHEREAS, said Agreement has been duly considered;

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Bloomington Housing Authority for staffing needs to support navigation for Emergency Housing Voucher Recipients is approved for an amount not to exceed Sixty Thousand Dollars (\$60,000.00)

**BLOOMINGTON REDEVELOPMENT COMMISSION**

Nicholas Kappas  
Nicholas Kappas, President

ATTEST:

Cindy Kinnearney, Secretary

Date

10-6-21

**COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT AGREEMENT  
BETWEEN  
BLOOMINGTON HOUSING AUTHORITY  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this 6 day of October 2021, by and between the City of Bloomington's Housing and Neighborhood Development Department (Hereinafter referred to as "Grantee") and **BLOOMINGTON HOUSING AUTHORITY**, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1007 N Summit St. (Hereinafter referred to as "Subrecipient").

**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, The Cares Act of 2020; and

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-20-MW-18-0013 to the Subrecipient; and

**WHEREAS**, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for the prevention, preparation, and responding to coronavirus.

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

**SCOPE OF SERVICE**

***Activities***

The Subrecipient will be responsible for administering its BHA Emergency Housing Voucher Program during CDBG Year 2021-2022 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant (CV) Program:

1. Program Delivery

Activity #1	Fund staffing needs to support navigation for Emergency Housing Voucher recipients.
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2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient's funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims as outlined below under Paragraph VII.C.

***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 Income (LMI) Persons, 24 CFR 570.208(a)(2)

☐ Presumed benefit: \_\_\_\_\_

☐ Income eligibility: \_\_\_\_\_

☐ Nature and Location: BHA 1007 N Summit St staffing to provide navigation support for Emergency Housing Voucher recipients

### ***Levels of Accomplishment***

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1		

UNIT DEFINITION: Hours spent on providing navigation for Emergency Housing Voucher recipients.

### ***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 the Grantee, failure to provide the required documentation, or failure to submit required documentation in a timely manner.

### **TIME OF PERFORMANCE**

Services of the Subrecipient's project shall start no earlier than the 15th day of October, 2021 and end on the 31st day of May, 2023. The last claim for services rendered must be filed by May 12, 2023. No services can begin or claims can be submitted without a fully-executed agreement.

Adjustments to program timelines can be made with an amendment to this agreement. *(100% of awarded funds must be spent within six years of the date of this agreement. 80% of funds must be*

*spent within three years of the date of this agreement.)*

#### **BUDGET**

<b>Line Item:</b>	<b>Amount:</b>
Allocation for Eligible Expenses (Salaries)	
Per Unit Accomplishment Amount	

#### **PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Sixty Thousand Dollars (\$60,000.00). Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. The Subrecipient cannot claim the entire allocation amount in one claim without receiving permission from the Grantee. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

#### **NOTICES**

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

Grantee:	Subrecipient:
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John Zody, Director	Bloomington Housing Authority
Housing and Neighborhood Development	Amber Skoby, Executive Director
City of Bloomington	1007 N Summit Street
P.O. Box 100	Bloomington, Indiana 47404
Bloomington, Indiana 47402	Tel: (812) 339-3491
Tel: (812) 349-3401	Fax: N/A
Fax: (812) 349-3582	

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.

## **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 insure 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 any 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. *Duplication of Services***

The Grantee shall make sure that the funds awarded through this funding agreement is not used to pay for services that funding from any local, state, or federal funding was also received in accordance with section 312 of the Robert T. Stafford disaster Relief and Emergency Assistance Act (42 U.S.C.5155), as amended section 1210 of the Disaster

Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442). The Grantee is required to complete the Duplication of Benefits Affidavit (Exhibit B) providing information regarding all current and future funding for the same activity(ies) that will be undertaken under this grant.

## 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 (Exhibit C); this form does not take the place of required income and residency documentation;
  - h. "Monthly Client Profile Form" each month through May 31, 2021 (Exhibit D);
  - 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 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.
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 to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Client Profile Status Report.

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly on the following schedule:

October – December 2021:	Claims due by January 15, 2022
Quarter One 2022 claims:	due by April 15, 2022
Quarter Two 2022 claims:	due by July 15, 2022
Quarter Three 2022 claims:	due by October 15, 2022
Quarter Four 2022 claims:	due by January 15, 2023
Quarter One 2023 claims:	due by April 15, 2023
Quarter Two 2023 claims (partial):	due by Friday, May 12, 2023

**Failure to pay claims on this schedule could result in the Subrecipient's funding contract being terminated and the funds being redistributed to the HAND Department's CDBG programs.**

2. Progress Reports. The Subrecipient shall submit a complete and accurate Monthly Client Profile Reporting form with the claim for reimbursement.

## **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.

Subrecipient 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 Subrecipient believes that a City employee engaged in such conduct towards Subrecipient and/or any of its employees, Subrecipient or its employees may file a complaint with the City department head in charge of the Subrecipient's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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.

**C. *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 E, 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.

***D. 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).

#### **OTHER APPLICABLE FEDERAL REQUIREMENTS**

##### **A. CFR 24 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.

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

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

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.
  - b. **System for Award Management (SAM)**

The Grantee 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](http://www.sam.gov).
  - c. **Executive Compensation**

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM if the Grantee 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 Grantee 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 Grantee shall still register and submit the other data requested.

**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.

**IN WITNESS WHEREOF**, the Parties have executed this contract as of the date indicated below.

**Redevelopment Commission**

Nicholas Kappas  
Nicholas Kappas, President

Date: 10/6/2021

Cindy Kananney  
Cindy Kananney, Secretary

Date: 10-6-21

**Bloomington Housing Authority**

Amber Skoby  
Amber Skoby, Executive Director

Date: 10/08/2021

# Exhibit B

1<sup>st</sup> Amendment to Cares Act Funding  
Agreement with Resolution 25-26 For  
Bloomington Housing Authority

**25-26**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FIRST AMENDMENT TO 2021 COVID CDBG AGREEMENT  
WITH BLOOMINGTON HOUSING AUTHORITY**

WHEREAS, in Resolution 21-54 (“2021 Resolution”), executed on or about October 6, 2021, the Redevelopment Commission approved a Funding Agreement with the Bloomington Housing Authority in the amount of \$60,000 for staffing needs to support navigation for Emergency Housing Voucher Recipients; and

WHEREAS, Additional language needs to be added regarding the reversion of assets and proper reporting of program income to meet with Department of Housing and Urban Development (HUD) standards and clear findings from an audit conducted by HUD in 2024; and

WHEREAS, The following provisions shall be added and applied, and the original agreement shall be deemed amended as of the Effective Date of this Resolution.

**NOW, THEREFORE**, be it resolved that the Redevelopment Commission of the City of Bloomington, Indiana, hereby approves the following Amendments to the 2021 CDBG-CV Agreement to add the necessary language as follows:

1. Article VI. I. Shall be amended as follows:

I. The sub-recipient shall transfer to the City of Bloomington any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It will also include provisions designed to ensure that any real property under the sub-recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the sub-recipient in the form of a loan) in excess of \$25,000 is either:

1. Used to meet one of the national objectives in §570.208 (formerly §570.901) until five (5) years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the City of Bloomington; or
2. Not used in accordance with paragraph (b)(7)(i) of this section, in which event the subrecipient shall pay to the City of Bloomington an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition

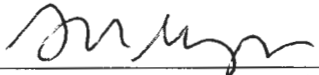
of, or improvement to, the property. The payment is program income to the City of Bloomington.

2. Article VII.B. shall be amended as follows:

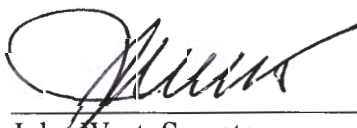
8. Program Income Policy. Program Income may be used by the Sub-recipient (as defined at 24 CFR 570.500(a)) as a result of any activities carried out with CDBG-CV funds made available under this contract. Program Income may include:

- Proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds;
- Proceeds from the disposition of equipment purchased with federal funds;
- Gross income from the use or rental of real or personal property acquired or owned and constructed or improved by a subrecipient with federal funds, less the costs incidental to the generation of the income;
- Funds collected through special assessments made against properties owned and occupied by households not of low-income, where the special assessments are used to recover all or part of the federal portion of a public improvement;
- Gross income paid to the subrecipient from the ownership interest in a for-profit entity acquired in return for the provision of federal assistance.

BLOOMINGTON REDEVELOPMENT COMMISSION

  
Deborah Myserson, President

2/3/2025  
Date

  
John West, Secretary

02/03/25  
Date

**FIRST AMENDMENT TO 2021 COVID CDBG AGREEMENT  
WITH  
BLOOMINGTON HOUSING AUTHORITY**

This *First Amendment to the Covid Community Development Block Grant Agreement* ("First Amendment") is hereby entered by and between the City of Bloomington Housing and Neighborhood Development Department ("Grantee"), and Bloomington Housing Authority, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1007 N Summit St., Bloomington, Indiana 47401 ("Subrecipient").

**WHEREAS**, the Grantee and Subrecipient entered into that certain *Covid Community Development Block Grant Agreement between Bloomington Housing Authority and Housing and Neighborhood Development Department of the City of Bloomington* ("Agreement") on or about October 18, 2021;

**WHEREAS**, the Redevelopment Commission Reviewed and approved the 2021 CDBG-CV contract with the Bloomington Housing Authority with Resolution 21-54 on October 6, 2021; and

**WHEREAS**, Subrecipient was awarded \$60,000 under the Agreement to prepare and respond to the coronavirus pandemic with the funds to be expended by September 2026; and

**WHEREAS**, Additional language is required to be included within the agreement to reflect additional requirements for the usage of funds as it relates to the usage and management of program income; and

**WHEREAS**, Additional language is required to be included within the agreement to reflect additional requirements as it pertains to the reversion of assets from the subrecipient to the Grantee from utilized grant funds; and

**WHEREAS**, Grantee and Subrecipient mutually agree to amend the Agreement to include the required language.

**NOW, THEREFORE**, Grantee and Subrecipient agree to amend the Agreement, as follows:

1. Article VI. I. Shall be amended as follows:

- I. The sub-recipient shall transfer to the City of Bloomington any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It will also include provisions designed to ensure that any real property under the sub-recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the sub-recipient in the form of a loan) in excess of \$25,000 is either:

1. Used to meet one of the national objectives in §570.208 (formerly §570.901) until five (5) years after expiration of the agreement, or for such

longer period of time as determined to be appropriate by the City of Bloomington; or

2. Not used in accordance with paragraph (b)(7)(i) of this section, in which event the subrecipient shall pay to the City of Bloomington an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City of Bloomington.

2. Article VII.B. shall be amended as follows:

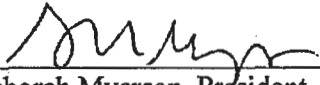
8. Program Income Policy. Program Income may be used by the Sub-recipient (as defined at 24 CFR 570.500(a)) as a result of any activities carried out with CDBG-CV funds made available under this contract. Program Income may include:

- Proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds;
- Proceeds from the disposition of equipment purchased with federal funds;
- Gross income from the use or rental of real or personal property acquired or owned and constructed or improved by a subrecipient with federal funds, less the costs incidental to the generation of the income;
- Funds collected through special assessments made against properties owned and occupied by households not of low-income, where the special assessments are used to recover all or part of the federal portion of a public improvement;
- Gross income paid to the subrecipient from the ownership interest in a for-profit entity acquired in return for the provision of federal assistance.

In all other respects, the rest and remainder of the Agreement shall remain unchanged and in full force and effect as originally executed.

[SIGNATURES ON FOLLOWING PAGE]

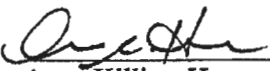
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed the day and year last written below.

  
Deborah Myerson, President  
Redevelopment Commission

2/3/2025  
Date

  
John West, Secretary  
Redevelopment Commission

02/03/25  
Date

  
Anna Killion-Hanson, Director  
Housing and Neighborhood Development

2/3/2025  
Date

  
Nathan Ferreira, Executive Director

2/19/2025  
Date

  
Elaine Amerson, Chair Board of Commissioners

2/19/2025  
Date

**SECOND AMENDMENT TO CARES ACT  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
BLOOMINGTON HOUSING AUTHORITY  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

This Second Amendment to the *Cares Act Community Development Block Grant Agreement Between Bloomington Housing Authority and Housing and Neighborhood Development Department of the City of Bloomington* is executed on this \_\_\_\_ day of \_\_\_\_\_, 2025.

**WHEREAS**, the City of Bloomington Housing and Neighborhood Development Department and Bloomington Housing Authority (collectively, the “Parties”), on October 6, 2021 by RDC Resolution 21-54, entered into that certain *Cares Act Community Development Block Grant Agreement between the Bloomington Housing Authority and Housing and Neighborhood Development Department of the City of Bloomington* (attached hereto as Exhibit A); and

**WHEREAS**, the Parties agreed to a First Amendment, approved by Resolution 25-26 (attached hereto as Exhibit B): and

**WHEREAS**, the Parties now wish to amend the time of performance of the Agreement to provide that the funds will be used prior to September 1, 2026; and

**WHEREAS**, pursuant to Article VI. Part F. of the Agreement, any amendments to the Agreement must be made in writing and signed by the Parties.

**NOW, THEREFORE**, the Parties hereto agree to amend the Agreement, as follows:

1. Article II “Time of Performance,” shall be amended to read:

Services of the Subrecipient’s project shall start no earlier than the 15th day of October, 2021 and end on the 1st day of September, 2026. The last claim for services rendered must be filed by August 14, 2026. No services can begin or claims can be submitted without a fully-executed agreement.

2. All other terms, provisions, conditions, recitals, and obligations of the Agreement between the Housing and Neighborhood Development Department of Bloomington and the Bloomington Housing Authority shall remain in full force and effect, and said Contract, its previous amendments, and this Second Amendment shall be construed together as a single contractual agreement.

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

**BLOOMINGTON REDEVELOPMENT  
COMMISSION:**

By:

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Deborah Myerson, President

By:

---

John West, Secretary

**BLOOMINGTON HOUSING AUTHORITY**

By:

---

Nathan Ferreira, Executive Director

**25-110**  
**RESOLUTION OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF SECOND AMENDMENT TO THE CARES ACT COMMUNITY**  
**DEVELOPMENT BLOCK GRANT AWARD**  
**TO CITIZENS FOR COMMUNITY JUSTICE, INC.**

WHEREAS, in Resolution 21-55, executed on or about October 6, 2021, the Redevelopment Commission approved a Cares Act Community Development Block Grant Agreement with Citizens for Community Justice, Inc. in the amount of \$47,778.00 to provide Mediation and Project Management Services; and

WHEREAS, a First Amendment to that Agreement was approved by Resolution 25-28 on February 3, 2025, to resolve findings from a HUD audit; and

WHEREAS, the original time of performance for the Cares Act CDBG Agreement was from October 15, 2021 to May 31, 2023, with 100% of funds being spent within 6 years of the date of the agreement; and

WHEREAS, this Second Amendment extends the time of performance for grant expenditures to September 1, 2026, to coincide with the end of the federal award period; and

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

1. The RDC hereby approves the attached Second Amendment to the 2021 Cares Act Community Development Block Grant Agreement which extends the performance period to September 1, 2026.
2. All other terms, provisions, conditions, recitals, and obligations of the Agreement between the Bloomington Redevelopment Commission and Citizens for Community Justice, Inc. shall remain in full force and effect, and said Contract, its previous amendments, and this Second Amendment shall be construed together as a single contractual agreement.

**[signatures on following page]**

## **BLOOMINGTON REDEVELOPMENT COMMISSION**

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Deborah Myserson, President

ATTEST:

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John West, Secretary

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Date

# Exhibit A

Cares Act Funding Agreement with Resolution  
21-55 For Citizens for Community Justice, Inc.

COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT AGREEMENT  
BETWEEN  
CITIZENS FOR COMMUNITY JUSTICE, INC  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON

THIS AGREEMENT, entered into this 6 day of october, 2021, by and between the City of Bloomington's Housing and Neighborhood Development Department (Hereinafter referred to as "Grantee") and CITIZENS FOR COMMUNITY JUSTICE, INC., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 205 S. Walnut St.(Hereinafter referred to as "Subrecipient").

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, The Cares Act of 2020; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-20-MW-18-0013 to the Subrecipient; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for the prevention, preparation, and responding to coronavirus.

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

SCOPE OF SERVICE

*Activities*

The Subrecipient will be responsible for administering its Mediation and Project Management Program during CDBG Year 2021-2022 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant (CV) Program:

1. Program Delivery

Activity #1	Mediation and Project Management Services
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2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient's funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims as outlined below under Paragraph VII.C.

21-55  
RESOLUTION OF THE  
REDEVELOPMENT COMMISSION OF THE  
CITY OF BLOOMINGTON, INDIANA

WHEREAS, funds are available under Community Development Block Grant No. B-20-MW-18-0013 for activities in response to the COVID-19 pandemic; and

WHEREAS, staff recommends that the funds for the Mediation and Project Management Services from the Citizens for Community Justice, Inc. be approved from said source; and

WHEREAS, in accordance with federal guidelines for the Community Development Block Grant (CDBG), the RDC is required to authorize each agreement and award; and

WHEREAS, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration and is attached to this Resolution; and

WHEREAS, said Agreement has been duly considered;

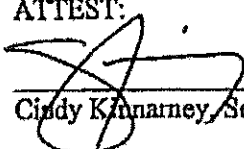
NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON REDEVELOPMENT COMMISSION THAT:

The Community Development Block Grant Agreement between the Redevelopment Commission and Citizens for Community Justice, Inc. for Mediation and Project Management Services is approved for an amount not to exceed Forty Seven Thousand Seven Hundred Seventy Eight Dollars (\$47,778.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Nicholas Kappas  
Nicholas Kappas, President

ATTEST:

  
Cindy Kinnarney, Secretary

10-6-21  
Date

### ***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 Income (LMI) Persons, 24 CFR 570.208(a)(2)

☐ Presumed benefit: \_\_\_\_\_

☐ Income eligibility: \_\_\_\_\_

☐ Nature and Location: CJAM 205 S. Walnut St. Mediation and Project Management Services

### ***Levels of Accomplishment***

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1		

UNIT DEFINITION: Number of family/Individuals/Landlords assisted in the eviction process.

### ***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 the Grantee, failure to provide the required documentation, or failure to submit required documentation in a timely manner.

### **TIME OF PERFORMANCE**

Services of the Subrecipient's project shall start no earlier than the 15th day of October, 2021 and end on the 31st day of May, 2023. The last claim for services rendered must be filed by May 12, 2023. No services can begin or claims can be submitted without a fully-executed agreement.

Adjustments to program timelines can be made with an amendment to this agreement. *(100% of awarded funds must be spent within six years of the date of this agreement. 80% of funds must be spent within three years of the date of this agreement.)*

#### BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	
Per Unit Accomplishment Amount	

#### PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed award amount Forty Seven Thousand Seven Hundred Seventy Eight Dollars (\$47,778.00). Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. The Subrecipient cannot claim the entire allocation amount in one claim without receiving permission from the Grantee. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

#### NOTICES

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

Grantee:	Subrecipient:
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John Zody, Director	CJAM
Housing and Neighborhood Development	Liz Grenat, Executive Director
City of Bloomington	205 S. Walnut St. Suite 16
P.O. Box 100	Bloomington, Indiana 47404
Bloomington, Indiana 47402	Tel: (812) 334-8677, Cell:(812)671-3889
Tel: (812) 349-3401	
Fax: (812) 349-3582	

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.

## 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 insure 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 any 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. *Duplication of Services***

The Grantee shall make sure that the funds awarded through this funding agreement is not used to pay for services that funding from any local, state, or federal funding was also

received in accordance with section 312 of the Robert T. Stafford disaster Relief and Emergency Assistance Act (42 U.S.C.5155), as amended section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442). The Grantee is required to complete the Duplication of Benefits Affidavit (Exhibit B) providing information regarding all current and future funding for the same activity(ies) that will be undertaken under this grant.

## **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 (Exhibit C); this form does not take the place of required income and residency documentation;
  - h. "Monthly Client Profile Form" each month through May 31, 2021 (Exhibit D);
  - 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 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.
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 to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Client Profile Status Report.

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly on the following schedule:

October – December 2021:	Claims due by January 15, 2022
Quarter One 2022 claims:	due by April 15, 2022
Quarter Two 2022 claims:	due by July 15, 2022
Quarter Three 2022 claims:	due by October 15, 2022
Quarter Four 2022 claims:	due by January 15, 2023
Quarter One 2023 claims:	due by April 15, 2023
Quarter Two 2023 claims (partial):	due by Friday, May 12, 2023

**Failure to pay claims on this schedule could result in the Subrecipient's funding contract being terminated and the funds being redistributed to the HAND Department's CDBG programs.**

2. Progress Reports. The Subrecipient shall submit a complete and accurate Monthly Client Profile Reporting form with the claim for reimbursement.

**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.

Subrecipient 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 Subrecipient believes that a City employee engaged in such conduct towards Subrecipient and/or any of its employees, Subrecipient or its employees may file a complaint with the City department head in charge of the Subrecipient's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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.

***C. 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 E, 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.

**D. 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).

#### **OTHER APPLICABLE FEDERAL REQUIREMENTS**

##### **A. CFR 24 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.

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

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

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.
  - b. **System for Award Management (SAM)**

The Grantee 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](http://www.sam.gov).
  - c. **Executive Compensation**

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM if the Grantee 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 Grantee 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 Grantee shall still register and submit the other data requested.

**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.

**IN WITNESS WHEREOF**, the Parties have executed this contract as of the date indicated below.

**Redevelopment Commission**

Nicholas Kappas  
Nicholas Kappas, President

Date: 10/6/2021

Cindy Kinnarney  
Cindy Kinnarney, Secretary

Date: 10-6-21

**Community Justice & Mediation Center(CJAM)**

Liz Grenat  
Liz Grenat, Executive Director

Date: 10-15-21

# Exhibit B

1<sup>st</sup> Amendment with Resolution 25-28 For  
Citizens for Community Justice, Inc.

**25-28**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FIRST AMENDMENT TO 2021 COVID CDBG AGREEMENT  
WITH CITIZENS FOR COMMUNITY JUSTICE, INC.**

WHEREAS, in Resolution 21-55 ("2021 Resolution"), executed on or about October 6, 2021, the Redevelopment Commission approved a Funding Agreement with Citizens for Community Justice, Inc. in the amount of \$47,778 for Mediation and Project Management Services; and

WHEREAS, Additional language needs to be added regarding the reversion of assets and proper reporting of program income to meet with Department of Housing and Urban Development (HUD) standards and clear findings from an audit conducted by HUD in 2024; and

WHEREAS, The following provisions shall be added and applied, and the original agreement shall be deemed amended as of the Effective Date of this Resolution.

**NOW, THEREFORE**, be it resolved that the Redevelopment Commission of the City of Bloomington, Indiana hereby approves the following amendments to the 2021 CDBG-CV Agreement:

1. Article VI. I. Shall be amended as follows:

I. The sub-recipient shall transfer to the City of Bloomington any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It will also include provisions designed to ensure that any real property under the sub-recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the sub-recipient in the form of a loan) in excess of \$25,000 is either:

1. Used to meet one of the national objectives in §570.208 (formerly §570.901) until five (5) years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the City of Bloomington; or

2. Not used in accordance with paragraph (b)(7)(i) of this section, in which event the subrecipient shall pay to the City of Bloomington an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the

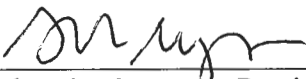
acquisition of, or improvement to, the property. The payment is program income to the City of Bloomington.

2. Article VII. B. shall be amended as follows:

8. Program Income Policy. Program Income may be used by the Sub-recipient (as defined at 24 CFR 570.500(a)) as a result of any activities carried out with CDBG-CV funds made available under this contract. Program Income may include:

- Proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds;
- Proceeds from the disposition of equipment purchased with federal funds;
- Gross income from the use or rental of real or personal property acquired or owned and constructed or improved by a subrecipient with federal funds, less the costs incidental to the generation of the income;
- Funds collected through special assessments made against properties owned and occupied by households not of low-income, where the special assessments are used to recover all or part of the federal portion of a public improvement;
- Gross income paid to the subrecipient from the ownership interest in a for-profit entity acquired in return for the provision of federal assistance.

BLOOMINGTON REDEVELOPMENT COMMISSION

  
Deborah Myserson, President

2/3/2025  
Date

  
John West, Secretary

02/03/25  
Date

**FIRST AMENDMENT TO 2021 COVID CDBG AGREEMENT  
WITH  
CITIZENS FOR COMMUNITY JUSTICE, INC.**

This *First Amendment to the Covid Community Development Block Grant Agreement* ("First Amendment") is hereby entered by and between the City of Bloomington Housing and Neighborhood Development Department ("Grantee"), and Citizens for Community Justice Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 205 S Walnut St., Bloomington, Indiana 47401 ("Subrecipient").

**WHEREAS**, the Grantee and Subrecipient entered into that certain *Covid Community Development Block Grant Agreement between Citizens for Community Justice Inc. and Housing and Neighborhood Development Department of the City of Bloomington* ("Agreement") on or about October 18, 2021;

**WHEREAS**, the Redevelopment Commission reviewed and approved the 2021 CDBG-CV contract with Citizens for Community Justice, Inc. with Resolution 21-55 on October 6, 2021; and

**WHEREAS**, Subrecipient was awarded \$47,778 under the Agreement to prepare and respond to the coronavirus pandemic with the funds to be expended by September 2026; and

**WHEREAS**, Additional language is required to be included within the agreement to reflect additional requirements for the usage of funds as it relates to the usage and management of program income; and

**WHEREAS**, Additional language is required to be included within the agreement to reflect additional requirements as it pertains to the reversion of assets from the subrecipient to the Grantee from utilized grant funds; and

**WHEREAS**, Grantee and Subrecipient mutually agree to amend the Agreement to include the required language.


**NOW, THEREFORE**, Grantee and Subrecipient agree to amend the Agreement, as follows:

1. Article VI. I. Shall be amended as follows:


- I. The sub-recipient shall transfer to the City of Bloomington any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It will also include provisions designed to ensure that any real property under the sub-recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the sub-recipient in the form of a loan) in excess of \$25,000 is either:

1. Used to meet one of the national objectives in §570.208 (formerly §570.901) until five (5) years after expiration of the agreement, or for


IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed the day and year last written below.

  
Deborah Myerson, President  
Redevelopment Commission

2/3/2025  
Date

  
John West, Secretary  
Redevelopment Commission

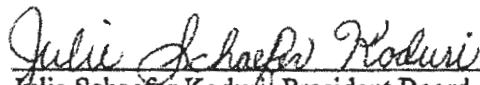
02/03/25  
Date

  
Anna Killion-Hanson, Director  
Housing and Neighborhood Development

2/3/2025  
Date

  
Wyatt Lawson, Executive Director

2/23/25  
Date

  
Julie Schaefer Koduri, President Board of Directors

2/23/25  
Date

**SECOND AMENDMENT TO CARES ACT  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
CITIZENS FOR COMMUNITY JUSTICE INC.  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

This Second Amendment to the *Cares Act Community Development Block Grant Agreement Between Citizens for Community Justice Inc. and Housing and Neighborhood Development Department of the City of Bloomington* is executed on this \_\_\_\_ day of \_\_\_\_\_, 2025.

**WHEREAS**, the City of Bloomington Housing and Neighborhood Development Department and Citizens for Community Justice Inc. (collectively, the “Parties”), on October 6, 2021 by Resolution 21-55, entered into that certain *Cares Act Community Development Block Grant Agreement Between Citizens for Community Justice Inc. and Housing and Neighborhood Development Department City of Bloomington* (attached hereto as Exhibit A); and

WHEREAS, the Parties agreed to a First Amendment, approved by Resolution 25-28 (attached hereto as Exhibit B); and

**WHEREAS**, the Parties now wish to amend the time of performance in the Agreement to provide that the funds will be used prior to September 1, 2026; and

**WHEREAS**, pursuant to Article VI. Part F. of the Agreement, any amendments to the Agreement must be made in writing and signed by the Parties.

**NOW, THEREFORE**, the Parties hereto agree to amend the Agreement as follows:

1. Article II “**Time of Performance**” shall be amended to read:

Services of the Subrecipient’s project shall start no earlier than the 15th day of October, 2021 and end on the 1st day of September, 2026. The last claim for services rendered must be filed by August 14, 2026. No services can begin or claims can be submitted without a fully-executed agreement.

2. All other terms, provisions, conditions, recitals, and obligations of the Agreement between the Bloomington Redevelopment Commission and Citizens for Community Justice, Inc. shall remain in full force and effect, and said Contract, its previous amendments, and this Second Amendment shall be construed together as a single contractual agreement.

[signatures on following page]

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

**BLOOMINGTON REDEVELOPMENT  
COMMISSION:**

By:

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Deborah Myerson, President

**CITIZENS FOR COMMUNITY JUSTICE INC.**

By:

---

Wyatt Lawson, Executive Director

ATTEST:

---

John West, Secretary



**25-111**  
**RESOLUTION OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF SECOND AMENDMENT TO THE CARES ACT COMMUNITY**  
**DEVELOPMENT BLOCK GRANT AWARD**  
**TO MIDDLE WAY HOUSE**

WHEREAS, in Resolution 21-58, executed on or about October 6, 2021, the Redevelopment Commission approved a Cares Act Community Development Block Grant Agreement with Middle Way House in the amount of \$14,000.00 to provide Staff Support for New Wings Shelter; and

WHEREAS, a First Amendment was approved by Resolution 25-29 on February 3, 2025, to resolve findings from a HUD audit; and

WHEREAS, the original time of performance for the Cares Act CDBG Agreement was from October 15, 2021 to May 31, 2023, with 100% of funds being spent within 6 years of the date of the Agreement; and

WHEREAS, this Second Amendment extends the time of performance for grant expenditures to September 1, 2026, to coincide with the end of the federal award period; and

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

1. The RDC hereby approves the attached Second Amendment to the 2021 Cares Act Community Development Block Grant Agreement to extend the performance period to September 1, 2026.
2. All other terms, provisions, conditions, recitals, and obligations of the Agreement between the Bloomington Redevelopment Commission and Middle Way House shall remain in full force and effect, and said Contract, its previous amendments, and this Second Amendment shall be construed together as a single contractual agreement.

**[signatures on the following pages]**

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

Deborah Myserson, President

ATTEST:

---

John West, Secretary

---

Date

# Exhibit A

Cares Act Funding Agreement with  
Resolution 21-58

21-58

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

WHEREAS, funds are available under Community Development Block Grant No. B-20-MW-18-0013 for activities in response to the COVID-19 pandemic; and

WHEREAS, staff recommends that the funds for staffing the New Wings Shelter by Middle Way House be approved from said source; and

WHEREAS, in accordance with federal guidelines for the Community Development Block Grant (CDBG), the RDC is required to authorize each agreement and award; and

WHEREAS, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration and is attached to this Resolution; and

WHEREAS, said Agreement has been duly considered;

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

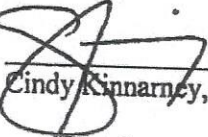
The Community Development Block Grant Agreement between the Redevelopment Commission and Middle Way House for Staffing needs for New Wings Shelter is approved for an amount not to exceed Fourteen Thousand Dollars (\$14,000.00).

**BLOOMINGTON REDEVELOPMENT COMMISSION**

*Nicholas Kappas*

Nicholas Kappas, President

ATTEST:



Cindy Kinnarney, Secretary

Date

10-6-21

**COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT AGREEMENT**  
**BETWEEN**  
**MIDDLE WAY HOUSE**  
**AND**  
**HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT**  
**CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this 6 day of october, 2021, by and between the City of Bloomington's Housing and Neighborhood Development Department (Hereinafter referred to as "Grantee") and **MIDDLE WAY HOUSE**, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 338 S Washington St. Bloomington, IN 47401 (Hereinafter referred to as "Subrecipient").

**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, The Cares Act of 2020; and

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-20-MW-18-0013 to the Subrecipient; and

**WHEREAS**, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for the prevention, preparation, and responding to coronavirus.

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

**SCOPE OF SERVICE**

***Activities***

The Subrecipient will be responsible for administering its Staffing Needs for New Wings Shelter Program during CDBG Year 2021-2022 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant (CV) Program:

1. Program Delivery

Activity #1	Staffing Needs for New Wings Shelter
-------------	--------------------------------------

2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient's funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims as outlined below under Paragraph VII.C.

### ***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 Income (LMI) Persons, 24 CFR 570.208(a)(2)

☐ Presumed benefit: \_\_\_\_\_

☐ Income eligibility: \_\_\_\_\_

☐ Nature and Location: New Wings Shelter Manager Salary, New Wings Shelter

### ***Levels of Accomplishment***

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1	19	230

UNIT DEFINITION: One unit is equal to one CDBG eligible person served.

### ***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 the Grantee, failure to provide the required documentation, or failure to submit required documentation in a timely manner.

### **TIME OF PERFORMANCE**

Services of the Subrecipient's project shall start no earlier than the 15th day of October, 2021 and end on the 31st day of May, 2023. The last claim for services rendered must be filed by May 12, 2023. No services can begin or claims can be submitted without a fully-executed agreement.

**BUDGET**

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$14,000.00
Per Unit Accomplishment Amount	\$60.87

**PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Fourteen Thousand Dollars(\$14,000.00). Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. The Subrecipient cannot claim the entire allocation amount in one claim without receiving permission from the Grantee. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

**NOTICES**

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

Grantee:	Subrecipient:
	Middle Way House

John Zody, Director	Debra Morrow, Executive Director
Housing and Neighborhood Development	338 S Washington St.
City of Bloomington	Bloomington, Indiana 47401
P.O. Box 100	Tel: (812) 333-7404
Bloomington, Indiana 47402	Fax: N/A
Tel: (812) 349-3401	
Fax: (812) 349-3582	

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.

#### 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 insure 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 any 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. *Duplication of Services***

The Grantee shall make sure that the funds awarded through this funding agreement is not used to pay for services that funding from any local, state, or federal funding was also received in accordance with section 312 of the Robert T. Stafford disaster Relief and Emergency Assistance Act (42 U.S.C.5155), as amended section 1210 of the Disaster

Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442). The Grantee is required to complete the Duplication of Benefits Affidavit (Exhibit B) providing information regarding all current and future funding for the same activity(ies) that will be undertaken under this grant.

## 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 (Exhibit C); this form does not take the place of required income and residency documentation;
  - h. "Monthly Client Profile Form" each month through May 31, 2021 (Exhibit D);
  - 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 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.
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 to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Client Profile Status Report.

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

October – December 2021:	Claims due by January 15, 2022
Quarter One 2022 claims:	due by April 15, 2022
Quarter Two 2022 claims:	due by July 15, 2022
Quarter Three 2022 claims:	due by October 15, 2022
Quarter Four 2022 claims:	due by January 15, 2023
Quarter One 2023 claims:	due by April 15, 2023
Quarter Two 2023 claims (partial):	due by Friday, May 12, 2023

**Failure to pay claims on this schedule could result in the Subrecipient's funding contract being terminated and the funds being redistributed to the HAND Department's CDBG programs.**

2. Progress Reports. The Subrecipient shall submit a complete and accurate Monthly Client Profile Reporting form with the claim for reimbursement.

## **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.

Subrecipient 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 Subrecipient believes that a City employee engaged in such conduct towards Subrecipient and/or any of its employees, Subrecipient or its employees may file a complaint with the City department head in charge of the Subrecipient's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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.

#### ***C. 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 E, 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.

**D. 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).

#### **OTHER APPLICABLE FEDERAL REQUIREMENTS**

##### **A. CFR 24 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.

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

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

**a. Data Universal Numbering System (DUNS)**

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

**b. System for Award Management (SAM)**

The Grantee 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](http://www.sam.gov).

**c. Executive Compensation**

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM if the Grantee 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 Grantee 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 Grantee shall still register and submit the other data requested.

**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.

**IN WITNESS WHEREOF**, the Parties have executed this contract as of the date indicated below.

**Redevelopment Commission**

Nicholas Kappas  
Nicholas Kappas, President

Date: 10/6/2021

Cindy Kinnarney  
Cindy Kinnarney, Secretary

Date: 10-6-21

**Middle Way House**

Debra Morrow  
Debra Morrow, Executive Director

Date: 10-6-21

# Exhibit B

1<sup>st</sup> Amendment to Funding Agreement  
with Resolution 25-29

**25-29**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FIRST AMENDMENT TO 2021 COVID CDBG AGREEMENT  
WITH MIDDLE WAY HOUSE**

WHEREAS, in Resolution 21-58 (“2021 Resolution”), executed on or about October 6, 2021, the Redevelopment Commission approved a Funding Agreement with the Middle Way House in the amount of \$14,000 for Staffing Needs for the New Wings Shelter; and

WHEREAS, Additional language needs to be added regarding the reversion of assets and proper reporting of program income to meet with Department of Housing and Urban Development (HUD) standards and clear findings from an audit conducted by HUD in 2024; and

WHEREAS, The following provisions shall be added and applied, and the original agreement shall be deemed amended as of the Effective Date of this Resolution.

**NOW, THEREFORE**, be it resolved that the Redevelopment Commission of the City of Bloomington, Indiana hereby approves the following amendments to the 2021 CDBG-CV Agreement:

1. Article VI. I. Shall be amended as follows:

I. The sub-recipient shall transfer to the City of Bloomington any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It will also include provisions designed to ensure that any real property under the sub-recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the sub-recipient in the form of a loan) in excess of \$25,000 is either:

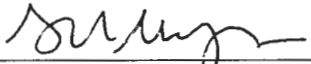
1. Used to meet one of the national objectives in §570.208 (formerly §570.901) until five (5) years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the City of Bloomington; or
2. Not used in accordance with paragraph (b)(7)(i) of this section, in which event the subrecipient shall pay to the City of Bloomington an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City of Bloomington.

2. Article VII.B. shall be amended as follows:

8. Program Income Policy. Program Income may be used by the Sub-recipient (as defined at 24 CFR 570.500(a)) as a result of any activities carried out with CDBG-CV funds made available under this contract. Program Income may include:

- Proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds;
- Proceeds from the disposition of equipment purchased with federal funds;
- Gross income from the use or rental of real or personal property acquired or owned and constructed or improved by a subrecipient with federal funds, less the costs incidental to the generation of the income;
- Funds collected through special assessments made against properties owned and occupied by households not of low-income, where the special assessments are used to recover all or part of the federal portion of a public improvement;
- Gross income paid to the subrecipient from the ownership interest in a for-profit entity acquired in return for the provision of federal assistance.

BLOOMINGTON REDEVELOPMENT COMMISSION

  
Deborah Myerson, President

2/3/2025  
Date

  
John West, Secretary

02/03/25  
Date

**FIRST AMENDMENT TO 2021 COVID CDBG AGREEMENT  
WITH MIDDLE WAY HOUSE OF INDIANA**

This *First Amendment to the Covid Community Development Block Grant Agreement* ("First Amendment") is hereby entered by and between the City of Bloomington Housing and Neighborhood Development Department ("Grantee"), and Middle Way House, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 338 S Washington St., Bloomington, Indiana 47401 ("Subrecipient").

**WHEREAS**, the Grantee and Subrecipient entered into that certain *Covid Community Development Block Grant Agreement between Middle Way House and Housing and Neighborhood Development Department of the City of Bloomington* ("Agreement") on or about October 18, 2021; and

**WHEREAS**, the Redevelopment Commission Reviewed and approved the 2021 CDBG-CV contract with Middle Way House with Resolution 21-58 on October 6, 2021; and

**WHEREAS**, Subrecipient was awarded \$14,000 under the Agreement to prepare and respond to the coronavirus pandemic with the funds to be expended by September 2026; and

**WHEREAS**, Additional language is required to be included within the agreement to reflect additional requirements for the usage of funds as it relates to the usage and management of program income; and

**WHEREAS**, Additional language is required to be included within the agreement to reflect additional requirements as it pertains to the reversion of assets from the subrecipient to the Grantee from utilized grant funds; and

**WHEREAS**, Grantee and Subrecipient mutually agree to amend the Agreement to include the required language.

**NOW, THEREFORE**, Grantee and Subrecipient agree to amend the Agreement as follows:

1. Article VI. I. Shall be amended as follows:


- I. The sub-recipient shall transfer to the City of Bloomington any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It will also include provisions designed to ensure that any real property under the sub-recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the sub-recipient in the form of a loan) in excess of \$25,000 is either:
  1. Used to meet one of the national objectives in §570.208 (formerly §570.901) until five (5) years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the City of Bloomington; or

8. Program Income Policy. Program Income may be used by the Sub-recipient (as defined at 24 CFR 570.500(a)) as a result of any activities carried out with CDBG-CV funds made available under this contract. Program Income may include:
- Proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds;
  - Proceeds from the disposition of equipment purchased with federal funds;
  - Gross income from the use or rental of real or personal property acquired or owned and constructed or improved by a subrecipient with federal funds, less the costs incidental to the generation of the income;
  - Funds collected through special assessments made against properties owned and occupied by households not of low-income, where the special assessments are used to recover all or part of the federal portion of a public improvement;
  - Gross income paid to the subrecipient from the ownership interest in a for-profit entity acquired in return for the provision of federal assistance.


In all other respects, the rest and remainder of the Agreement shall remain unchanged and in full force and effect as originally executed.

**[SIGNATURES ON FOLLOWING PAGE]**


**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to the Agreement to be executed the day and year last written below.

  
Deborah Myerson, President  
Redevelopment Commission

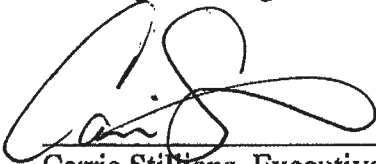
2/3/2025  
Date

  
John West, Secretary  
Redevelopment Commission

02/03/25  
Date

  
Anna Killion-Hanson, Director  
Housing and Neighborhood Development

2/3/2025  
Date

  
Carrie Stillions, Executive Director

2-25-2025  
Date

  
Kathleen Sideli, Chair Board of Directors

3-10-2025  
Date

**SECOND AMENDMENT TO CARES ACT  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
MIDDLE WAY HOUSE  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

This Second Amendment to the *Cares Act Community Development Block Grant Agreement Between Middle Way House and Housing and Neighborhood Development Department of the City of Bloomington* is executed on this \_\_\_\_ day of \_\_\_\_\_, 2025.

**WHEREAS**, the City of Bloomington Housing and Neighborhood Development Department and Middle Way House (collectively, the “Parties”), on October 6, 2021 by Resolution 21-58, entered into that certain *Cares Act Community Development Block Grant Agreement Between Middle Way House and Housing and Neighborhood Development Department of Bloomington* (hereto attached as Exhibit A); and

**WHEREAS**, the Parties agreed to a First Amendment, approved by Resolution 25-29 (attached hereto as Exhibit B); and

**WHEREAS**, the Parties now wish to amend the Time of Performance in the Agreement to provide that the funds will be used prior to September 1, 2026; and

**WHEREAS**, pursuant to Article VI. Part F. of the Agreement, any amendments to the Agreement must be made in writing and signed by the Parties to the Agreement.

**NOW, THEREFORE**, the Parties hereto agree to amend the Agreement as follows:

1. Article II “Time of Performance,” shall be amended to read:

Services of the Subrecipient’s project shall start no earlier than the 15th day of October, 2021 and end on the 1st day of September, 2026. The last claim for services rendered must be filed by August 14, 2026. No services can begin or claims can be submitted without a fully-executed agreement.

2. All other terms, provision, conditions, recitals, and obligations of the Agreement between the Bloomington Redevelopment Commission and Middle Way House shall remain in full force and effect, and said Agreement, its previous Amendment, and this Second Amendment shall be construed together as a single contractual agreement.

**[signatures on the following page]**

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

**BLOOMINGTON REDEVELOPMENT  
COMMISSION:**

By:

---

Deborah Myerson, President

**MIDDLE WAY HOUSE**

By:

---

Carrie Stillions, Executive Director

By:

---

John West, Secretary



**25-112**  
**RESOLUTION OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF SECOND AMENDMENT TO THE CARES ACT COMMUNITY**  
**DEVELOPMENT BLOCK GRANT AWARD**  
**TO PANTRY 279**

WHEREAS, in Resolution 21-60, executed on or about October 6, 2021, the Redevelopment Commission approved a Cares Act Community Development Block Grant Agreement with Pantry 279 in the amount of \$232,180.00 to provide Food Distribution and Staff Salaries; and

WHEREAS, a First Amendment was approved by Resolution 25-30 on February 3, 2025 to resolve findings from a HUD audit; and

WHEREAS, the original time of performance for the Cares Act CDBG Agreement was from October 15, 2021 to May 31, 2023, with 100% of funds being spent within 6 years of the date of the Agreement; and

WHEREAS, this Second Amendment extends the time of performance for grant expenditures to September 1, 2026 to coincide with the end of the federal award period; and

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

1. The RDC hereby approves the attached Second Amendment to the 2021 Cares Act Community Development Block Grant Agreement which extends the performance period to September 1, 2026.
2. All other terms, provisions, conditions, recitals, and obligations of the Agreement between the Bloomington Redevelopment Commission and Pantry 279 shall remain in full force and effect, and said Contract, its previous amendments, and this Second Amendment shall be construed together as a single contractual agreement.

**[signature on following page]**

**BLOOMINGTON REDEVELOPMENT COMMISSION**

---

Deborah Myserson, President

ATTEST:

---

John West, Secretary

---

Date

# Exhibit A

Cares Act Funding Agreement and  
resolution 21-60 for Pantry 279

21-60  
RESOLUTION OF THE  
REDEVELOPMENT COMMISSION OF THE  
CITY OF BLOOMINGTON, INDIANA

WHEREAS, funds are available under Community Development Block Grant No. B-20-MW-18-0013 for activities in response to the COVID-19 pandemic; and

WHEREAS, staff recommends that the funds for Pantry 279 to staff the pantry program and food service support for individuals impacted by COVID-19 be approved from said source; and

WHEREAS, in accordance with federal guidelines for the Community Development Block Grant (CDBG), the RDC is required to authorize each agreement and award; and

WHEREAS, a Community Development Public Service Funding Agreement has been presented to the Redevelopment Commission for consideration and is attached to this Resolution; and

WHEREAS, said Agreement has been duly considered;

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Pantry 279 for Staffing for pantry program and food service support for individuals impacted by COVID-19 is approved for an amount not to exceed Two Hundred Thirty-Two Thousand One Hundred Eighty Dollars (\$232,180.00).

**BLOOMINGTON REDEVELOPMENT COMMISSION**

Nicholas Kappas  
Nicholas Kappas, President

ATTEST:

Cindy Kinnearney  
Cindy Kinnearney, Secretary

10-6-21  
Date

**COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT AGREEMENT**  
**BETWEEN**  
**PANTRY 279, INC.**  
**AND**  
**HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT**  
**CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this 6 day of october 2021, by and between the City of Bloomington's Housing and Neighborhood Development Department (Hereinafter referred to as "Grantee") and **PANTRY 279, INC.**, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 501 E Temperance St., Ellettsville, IN 47429 (Hereinafter referred to as "Subrecipient").

**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, The Cares Act of 2020; and

**WHEREAS**, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-20-MW-18-0013 to the Subrecipient; and

**WHEREAS**, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds for the prevention, preparation, and responding to coronavirus.

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

**SCOPE OF SERVICE**

***Activities***

The Subrecipient will be responsible for administering its Food Pantry Program during CDBG Year 2021-2022 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant (CV) Program:

1. Program Delivery

Activity #1	Staffing for Pantry Program and food service support for individuals impacted by covid.
-------------	---

2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient's funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims as outlined below under Paragraph VII.C.

### ***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 Income (LMI) Persons, 24 CFR 570.208(a)(2)

☐ Presumed benefit: \_\_\_\_\_

☐ Income eligibility: \_\_\_\_\_

☐ Nature and Location: Food Pantry Program

### ***Levels of Accomplishment***

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1	8,000	96,000

UNIT

DEFINITION: Unit of Activity would equal one CDBG eligible person served.

### ***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 the Grantee, failure to provide the required documentation, or failure to submit required documentation in a timely manner.

### **TIME OF PERFORMANCE**

Services of the Subrecipient's project shall start no earlier than the 15th day of October, 2021 and end on the 31st day of May, 2023. The last claim for services rendered must be filed by May 12, 2023. No services can begin or claims can be submitted without a fully-executed agreement.

Adjustments to program timelines can be made with an amendment to this agreement. (100% of

*awarded funds must be spent within six years of the date of this agreement. 80% of funds must be spent within three years of the date of this agreement.)*

#### **BUDGET**

<b>Line Item:</b>	<b>Amount:</b>
Allocation for Eligible Expenses (Salaries)	\$232,180.00
Per Unit Accomplishment Amount	\$46.44

#### **PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Two Hundred Thirty Two Thousand One Hundred Eighty Dollars (\$232,180.00). Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. The Subrecipient cannot claim the entire allocation amount in one claim without receiving permission from the Grantee. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

#### **NOTICES**

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

Grantee:	Subrecipient:
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John Zody, Director	Pantry 279, Inc.
Housing and Neighborhood Development	Cindy Chavez, Executive Director
City of Bloomington	P.O. Box 312
P.O. Box 100	Ellettsville, Indiana 47429
Bloomington, Indiana 47402	Tel: (812) 606-1524
Tel: (812) 349-3401	Fax: N/A
Fax: (812) 349-3582	

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.

## **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 insure 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 any 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. *Duplication of Services***

The Grantee shall make sure that the funds awarded through this funding agreement is not used to pay for services that funding from any local, state, or federal funding was also

received in accordance with section 312 of the Robert T. Stafford disaster Relief and Emergency Assistance Act (42 U.S.C.5155), as amended section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442). The Grantee is required to complete the Duplication of Benefits Affidavit (Exhibit B) providing information regarding all current and future funding for the same activity(ies) that will be undertaken under this grant.

## **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 (Exhibit C); this form does not take the place of required income and residency documentation;
  - h. "Monthly Client Profile Form" each month through May 31, 2021 (Exhibit D);
  - 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 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.
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 to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Client Profile Status Report.

Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly on the following schedule:

October – December 2021:	Claims due by January 15, 2022
Quarter One 2022 claims:	due by April 15, 2022
Quarter Two 2022 claims:	due by July 15, 2022
Quarter Three 2022 claims:	due by October 15, 2022
Quarter Four 2022 claims:	due by January 15, 2023
Quarter One 2023 claims:	due by April 15, 2023
Quarter Two 2023 claims (partial):	due by Friday, May 12, 2023

**Failure to pay claims on this schedule could result in the Subrecipient's funding contract being terminated and the funds being redistributed to the HAND Department's CDBG programs.**

2. Progress Reports. The Subrecipient shall submit a complete and accurate Monthly Client Profile Reporting form with the claim for reimbursement.

## **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.

Subrecipient 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 Subrecipient believes that a City employee engaged in such conduct towards Subrecipient and/or any of its employees, Subrecipient or its employees may file a complaint with the City department head in charge of the Subrecipient's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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.

## ***C. 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 E, 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.

**D. 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).

#### **OTHER APPLICABLE FEDERAL REQUIREMENTS**

##### **A. CFR 24 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.

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

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

**a. Data Universal Numbering System (DUNS)**

Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

**b. System for Award Management (SAM)**

The Grantee 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](http://www.sam.gov).

**c. Executive Compensation**

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the Grantee in SAM if the Grantee 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 Grantee 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 Grantee shall still register and submit the other data requested.

**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.

**IN WITNESS WHEREOF**, the Parties have executed this contract as of the date indicated below.

**Redevelopment Commission**

Nicholas Kappas  
Nicholas Kappas, President

Date: 10/6/2021

Cindy Kinnarney  
Cindy Kinnarney, Secretary

Date: 10-6-21

**Pantry 279, Inc.**

Cindy Chavez  
Cindy Chavez, Executive Director

Date: 10-7-21

# Exhibit B

1<sup>st</sup> Amendment and resolution 25-30 for  
Pantry 279

**25-30**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE**  
**CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FIRST AMENDMENT TO 2021 COVID CDBG AGREEMENT  
WITH PANTRY 279**

WHEREAS, in Resolution 21-60 ("2021 Resolution"), executed on or about October 6, 2021, the Redevelopment Commission approved a Funding Agreement with Pantry 279 in the amount of \$232,180 for Staffing for the Pantry Program and food service support for individuals impacted by Covid; and

WHEREAS, Additional language needs to be added regarding the reversion of assets and proper reporting of program income to meet with Department of Housing and Urban Development (HUD) standards and clear findings from an audit conducted by HUD in 2024; and

WHEREAS, The following provisions shall be added and applied, and the original agreement shall be deemed amended as of the Effective Date as follows:

**NOW, THEREFORE**, be it resolved that the Redevelopment Commission of the City of Bloomington, Indiana, hereby approves the following Amendments to the 2021 resolution to add in the necessary language as follows:

1. Article VI.I. Shall be amended as follows:

I. The sub-recipient shall transfer to the City of Bloomington any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It will also include provisions designed to ensure that any real property under the sub-recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the sub-recipient in the form of a loan) in excess of \$25,000 is either:

1. Used to meet one of the national objectives in §570.208 (formerly §570.901) until five (5) years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the City of Bloomington; or

2. Not used in accordance with paragraph (b)(7)(i) of this section, in which event the subrecipient shall pay to the City of Bloomington an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the

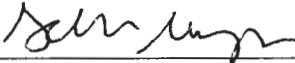
acquisition of, or improvement to, the property. The payment is program income to the City of Bloomington.

2. Article VII.B. shall be amended as follows:

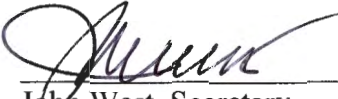
8. Program Income Policy. Program Income may be used by the Sub-recipient (as defined at 24 CFR 570.500(a)) as a result of any activities carried out with CDBG-CV funds made available under this contract. Program Income may include:

- Proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds;
- Proceeds from the disposition of equipment purchased with federal funds;
- Gross income from the use or rental of real or personal property acquired or owned and constructed or improved by a subrecipient with federal funds, less the costs incidental to the generation of the income;
- Funds collected through special assessments made against properties owned and occupied by households not of low-income, where the special assessments are used to recover all or part of the federal portion of a public improvement;
- Gross income paid to the subrecipient from the ownership interest in a for-profit entity acquired in return for the provision of federal assistance.

BLOOMINGTON REDEVELOPMENT COMMISSION

  
Deborah Myerson, President

2/3/2025  
Date

  
John West, Secretary

02/03/25  
Date

**FIRST AMENDMENT TO 2021 COVID CDBG AGREEMENT  
WITH PANTRY 279**

This *First Amendment to the Covid Community Development Block Grant Agreement* ("First Amendment") is hereby entered by and between the City of Bloomington Housing and Neighborhood Development Department ("Grantee"), and Pantry 279, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 338 S Washington St., Bloomington, Indiana 47401 ("Subrecipient").

**WHEREAS**, the Grantee and Subrecipient entered into that certain *Covid Community Development Block Grant Agreement between Pantry 279 and Housing and Neighborhood Development Department of the City of Bloomington* ("Agreement") on or about October 18, 2021; and

**WHEREAS**, the Redevelopment Commission Reviewed and approved the 2021 CDBG-CV contract with Pantry 279 with Resolution 21-60 on October 6, 2021; and

**WHEREAS**, Subrecipient was awarded \$231,180 under the Agreement to prepare and respond to the coronavirus pandemic with the funds to be expended by September 2026; and

**WHEREAS**, Additional language is required to be included within the agreement to reflect additional requirements for the usage of funds as it relates to the usage and management of program income; and

**WHEREAS**, Additional language is required to be included within the agreement to reflect additional requirements as it pertains to the reversion of assets from the subrecipient to the Grantee from utilized grant funds; and

**WHEREAS**, Grantee and Subrecipient mutually agree to amend the Agreement to include the required language.

**NOW, THEREFORE**, Grantee and Subrecipient agree to amend the Agreement, as follows:

1. Article VI. I. Shall be amended as follows:

I. The sub-recipient shall transfer to the City of Bloomington any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It will also include provisions designed to ensure that any real property under the sub-recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the sub-recipient in the form of a loan) in excess of \$25,000 is either:

1. Used to meet one of the national objectives in §570.208 (formerly §570.901) until five (5) years after expiration of the agreement, or for

such longer period of time as determined to be appropriate by the City of Bloomington; or

2. Not used in accordance with paragraph (b)(7)(i) of this section, in which event the subrecipient shall pay to the City of Bloomington an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City of Bloomington.

2. Article VII.B. shall be amended as follows:

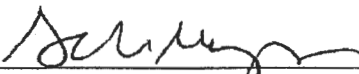
8. Program Income Policy. Program Income may be used by the Sub-recipient (as defined at 24 CFR 570.500(a)) as a result of any activities carried out with CDBG-CV funds made available under this contract. Program Income may include:

- Proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds;
- Proceeds from the disposition of equipment purchased with federal funds;
- Gross income from the use or rental of real or personal property acquired or owned and constructed or improved by a subrecipient with federal funds, less the costs incidental to the generation of the income;
- Funds collected through special assessments made against properties owned and occupied by households not of low-income, where the special assessments are used to recover all or part of the federal portion of a public improvement;
- Gross income paid to the subrecipient from the ownership interest in a for-profit entity acquired in return for the provision of federal assistance.

In all other respects, the rest and remainder of the Agreement shall remain unchanged and in full force and effect as originally executed.

**[SIGNATURES ON FOLLOWING PAGE]**

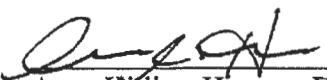
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed the day and year last written below:

  
\_\_\_\_\_  
Deborah Myerson, President  
Redevelopment Commission

2/3/2025  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
John West, Secretary  
Redevelopment Commission

02/03/25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Anna Killion-Hanson, Director  
Housing and Neighborhood Development

2/3/2025  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cindy Chavez, Executive Director and  
Chair, Board of Directors

3-4-25  
\_\_\_\_\_  
Date

**SECOND AMENDMENT TO CARES ACT  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
PANTRY 279  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

This Second Amendment to the *Cares Act Community Development Block Grant Agreement Between Pantry 279 and Housing and Neighborhood Development Department of the City of Bloomington* is executed on this \_\_\_\_ day of \_\_\_\_\_, 2025.

**WHEREAS**, the City of Bloomington Housing and Neighborhood Development Department and Pantry 279 (collectively, the “Parties”), on October 6, 2021 by Resolution 21-60, entered into that certain *Cares Act Community Development Block Grant Agreement Between Pantry 279 and Housing and Neighborhood Development Department City of Bloomington* (attached hereto as Exhibit A); and

**WHEREAS**, the Parties agreed to a First Amendment, approved by Resolution 25-30 (attached hereto as Exhibit B); and

**WHEREAS**, the Parties now wish to amend the Time of Performance in the Agreement to provide that the funds will be used prior to September 1, 2026; and

**WHEREAS**, pursuant to Article VI. Part F. of the Agreement, any amendments to the Agreement must be made in writing and signed by the Parties.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Article II “Time of Performance,” shall be amended to read:

Services of the Subrecipient’s project shall start no earlier than the 15th day of October, 2021 and end on the 1st day of September, 2026. The last claim for services rendered must be filed by August 14, 2026. No services can begin or claims can be submitted without a fully-executed agreement.

2. All other terms, provisions, conditions, recitals and obligations of the Agreement between the Bloomington Redevelopment Commission and Pantry 279 shall remain in full force and effect, and said Agreement, its previous amendment, and this Second Amendment shall be construed together as a single contractual agreement.

[signatures on the following page]

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

**BLOOMINGTON REDEVELOPMENT  
COMMISSION:**

By:

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Deborah Myerson, President

**PANTRY 279**

By:

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Cindy Chavez, Executive Director

By:

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John West, Secretary

**25-113**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF AGREEMENT WITH**  
**WEDDLE BROS. CONSTRUCTION CO., INC., FOR TEMPORARY STORAGE**  
**AT CONVENTION CENTER PARKING LOT**

WHEREAS, the Bloomington Redevelopment Commission (“RDC”) and the City of Bloomington (“City”) each own a parcel(s) of real estate that is currently considered a part of the Bloomington Convention Center parking lot;

WHEREAS, Weddle Bros. Construction Co., Inc. is the construction manager of the Bloomington Convention Center Expansion and is in need of a location to stage materials;

WHEREAS, to apply for a temporary use permit with the City of Bloomington’s Planning and Transportation Department, Weddle Bros. Construction Co., Inc. must submit a signed affidavit from the property owner granting permission;

WHEREAS, City Staff has negotiated a temporary use agreement for temporary storage which is located in Attachment 1; and,

WHEREAS, the RDC has determined that such temporary use of said parking lot is a benefit to the construction of the Bloomington Convention Center Expansion.

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

1. The Bloomington Redevelopment Commission finds the above-described temporary storage of building materials to be an appropriate use of the identified parking lot, and finds that such use serves the public’s best interest.
2. The temporary storage agreement shall terminate no later than December 31, 2026, unless extended in writing.

3. The Bloomington Redevelopment Commission delegates to City staff the authority to make day-to-day decisions regarding storage arrangements and all other matters necessary to implement the temporary storage agreement.
4. The Bloomington Redevelopment Commission authorizes City Staff to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson, President

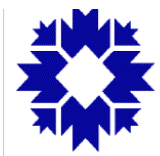
ATTEST:

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John West, Secretary

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Date



## CONTRACT COVER MEMORANDUM

**TO:** Jessica McClellan, Controller  
**FROM:** Dana Robert Kerr, Assistant City Attorney  
**DATE:** August 29, 2025  
**RE:** Weddle Bros. Temporary Storage at Convention Center Parking Lot

<b>Contract Recipient/Vendor Name:</b>	Weddle Bros. Construction Co., Inc.
<b>Department Head Initials of Approval:</b>	DRK
<b>Responsible Department Staff:</b> <i>(Return signed copy to responsible staff)</i>	Dana Robert Kerr
<b>Responsible Attorney:</b> <i>(Return signed copy to responsible attorney)</i>	Dana Robert Kerr
<b>Record Destruction Date:</b> <i>(Legal to fill in)</i>	1/1/2037
<b>Legal Department Internal Tracking #:</b> <i>(Legal to fill in)</i>	25-710
<b>Due Date For Signature:</b>	ASAP
<b>Expiration Date of Contract:</b>	12/31/2026
<b>Renewal Date for Contract:</b>	NA
<b>Total Dollar Amount of Contract:</b>	NA – No Charge to Weddle
<b>Funding Source:</b>	NA
<b>W9/EFT Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	
<b>Contract Compliance Certification Complete</b> <b>(if applicable):</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	
<b>Procurement Summary Complete:</b> <i>(Staff Member of Responsible Dept. to fill in)</i>	

**Summary of Contract:**

Weddle Bros. is in need of a place to store material during the convention center expansion project. Part of lot owned by City and part by RDC

**AGREEMENT FOR TEMPORARY STORAGE  
AT CONVENTION CENTER PARKING LOT**

This Agreement, entered into on this 2<sup>nd</sup> day of August, 2025, by and between the City of Bloomington and the City of Bloomington Redevelopment Commission (collectively the “City”) and Weddle Bros. Construction Co., Inc. (“Weddle Bros.”)

**WITNESSETH:**

**WHEREAS,** City own parcels of real estate that is currently considered a part of the Bloomington Convention Center parking lot;

**WHEREAS,** Weddle Bros. requires materials storage space to support construction of Bloomington Convention Center Expansion; and,

**WHEREAS,** the City wishes to provide space, at no cost, for this use at a portion of the Bloomington Convention Center parking lot, as identified in Exhibit A, for temporary storage of construction materials through December 31, 2026.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS IN THIS AGREEMENT, THE CITY, RDC, AND BCM AGREE TO THE FOLLOWING:

1. Weddle Bros. may store/stage building materials in areas designated by the City on Exhibit A.
2. Weddle Bros. shall pay the City no fees for the cost of material storage on said parking lot.
3. During the term of this Agreement, Weddle Bros. shall name the City of Bloomington and the Bloomington Redevelopment Commission as additional insureds on its insurance policies, so that the City, collectively, is provided with additional layers of insurance protection. During the term of this Agreement, the following limits shall be maintained by Weddle Bros.:
  - General Liability Insurance shall have a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

- Automobile Liability Insurance shall have a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
  - Professional Liability Insurance shall have a minimum limit of \$1,000,000 annual aggregate.
  - Worker's Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.
4. Weddle Bros. and its employees and subcontractors shall exercise due care and shall, at all times, act in a professional manner and with safe and civil standards in mind in order to protect the Parties and their employees and subcontractors. Weddle Bros. shall report to the City any concerning behaviors or concerns about the areas used for storage immediately.
  5. Weddle Bros. shall indemnify and hold harmless the City of Bloomington, the Bloomington Redevelopment Commission, and the officers, agents and employees of the City and the Bloomington Redevelopment Commission from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Weddle Bros., its employees, subcontractors, or its agents or employees, or any independent contractors directly responsible to Weddle Bros. (collectively "Claims").
  6. Weddle Bros. shall store any and all materials at their own risk. The City assumes absolutely no liability for any damage or theft or other impairment of the materials and will provide no security of the stored materials.
  7. This Agreement may be terminated by either party and for any reason by providing written notice of termination thirty (30) days in advance.
  8. Notices to the City shall be delivered in writing to the City of Bloomington Legal Department at 401 North Morton Street, Suite 220, Bloomington, Indiana 47404.
  9. Notices to Weddle Bros. shall be delivered in writing to Weddle Bros. Construction Co., Inc., 2182 West Industrial Park Drive, Bloomington, Indiana 47404.
  10. The parties signing below, hereby, certify that they have full authority to sign this Agreement and to bind their agency.

11. Weddle Bros. shall return possession of the property in the same or improved condition as when Weddle Bros. took possession. Any improvements must be approved by City Staff.
12. Weddle Bros. is encouraged to provide fencing for public safety at their discretion. However, Weddle Bros. is responsible for any and all injury to the public and indemnifies City therefrom.

**WEDDLE BROS. CONSTRUCTION CO., INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name, Title

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Margie Rice, Corporation Counsel

\_\_\_\_\_  
Date

**BLOOMINGTON REDEVELOPMENT COMMISSION**

\_\_\_\_\_  
Deborah Myerson  
President of the Bloomington Redevelopment Commission

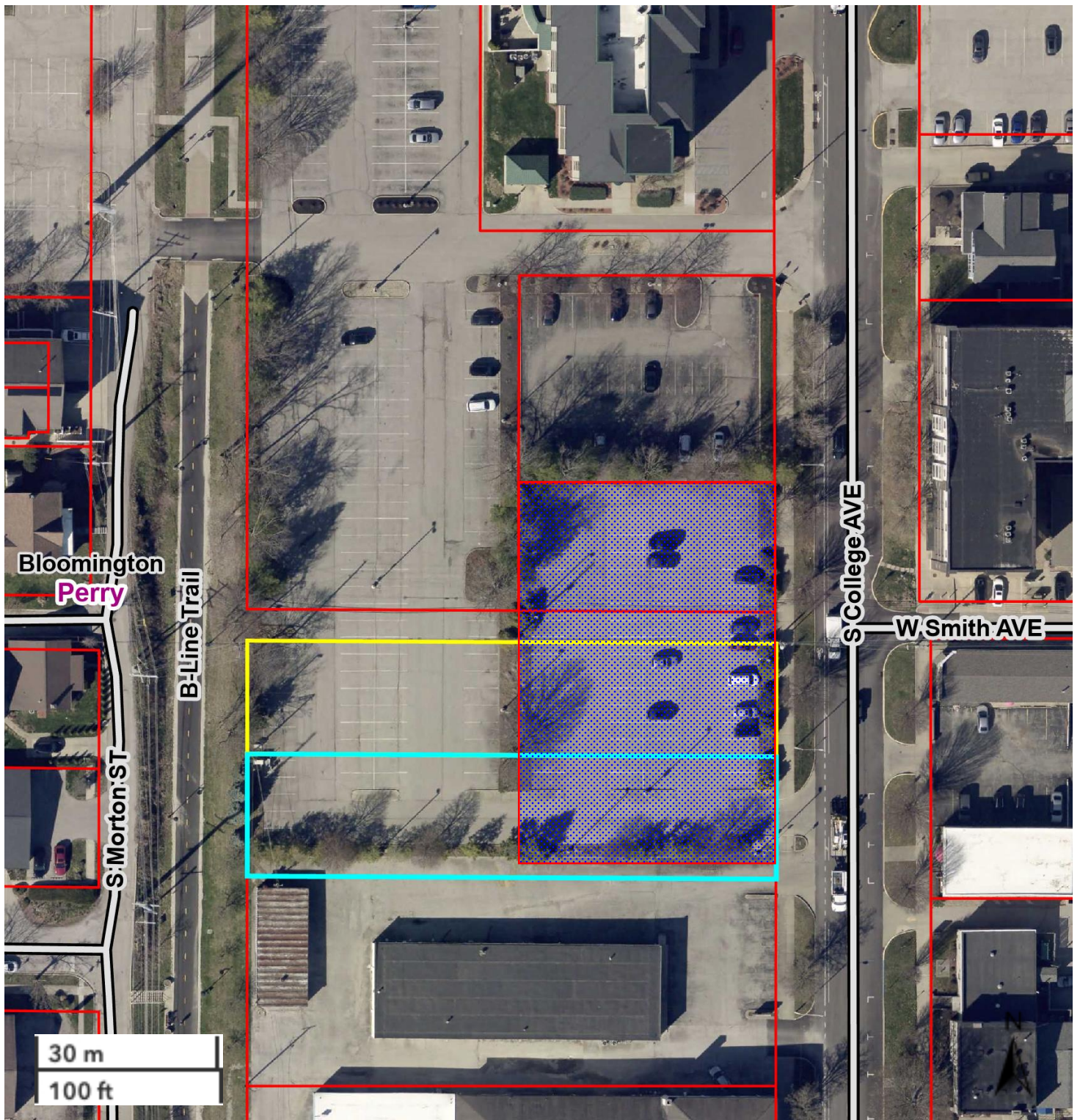
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
John West  
Secretary of the Bloomington Redevelopment Commission

\_\_\_\_\_  
Date

Exhibit A



Highlighted/hashed area identifies location designated for Weddle Bros. material staging/storage.

**25-114**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED**  
**C/O BANK OF AMERICA, NATIONAL ASSOCIATION**  
**KEY PROVISIONS OF LEASE TERMINATION**

WHEREAS, pursuant to Indiana Code Chapter 36-7-14, the Bloomington Redevelopment Commission ("RDC") is vested with the power to acquire real property;

WHEREAS, by Resolution 22-49, the RDC approved a purchase agreement for the acquisition of property located at 320 West Eighth Street, formerly known as the CFC Showers West property ("Property");

WHEREAS, Merrill Lynch, Pierce, Fenner & Smith Incorporated c/o Bank of America, National Association ("Tenant") has a Second Amendment to Lease Agreement with CFC, LLC, dated June 25, 2025, for space at the Property;

WHEREAS, by Resolution 25-58, the RDC approved terminating the lease agreements of tenants of the Property, including Tenant's;

WHEREAS, Indiana Code 32-24-1-16 states: "[a] person having an interest in property that has been or may be acquired for a public use without the procedures of this article or any prior law followed is entitled to have the person's damages assessed under this article substantially in the manner provided in this article";

WHEREAS, City Staff is negotiating a lease termination with Tenant that includes as key provisions that Tenant may holdover until March 31, 2026, that Tenant may leave furniture and equipment in their suite which shall become the property of the RDC, and that the RDC will not pay Tenant for any expenses related to the termination of the Tenant's lease; and,

WHEREAS, the RDC has determined that the key provisions detailed above are acceptable and serves the public's best interest.

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

1. The Bloomington Redevelopment Commission finds that the Merrill Lynch, Pierce, Fenner & Smith Incorporated c/o Bank of America, National Association lease at Showers West should be terminated.
2. The Bloomington Redevelopment Commission finds that the key provisions detailed above are acceptable.
3. The Bloomington Redevelopment Commission delegates to City Legal the authority to negotiate any other terms and conditions necessary which serves the Bloomington Redevelopment Commission and public's best interests.
4. The Bloomington Redevelopment Commission authorizes City Legal to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson, President

ATTEST:

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John West, Secretary

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Date

**25-115**  
**RESOLUTION**  
**OF THE**  
**REDEVELOPMENT COMMISSION**  
**OF THE CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF BLOOMINGTON HEALTH FOUNDATION, INC.**  
**KEY PROVISIONS OF LEASE TERMINATION**

WHEREAS, pursuant to Indiana Code Chapter 36-7-14, the Bloomington Redevelopment Commission ("RDC") is vested with the power to acquire real property;

WHEREAS, by Resolution 22-49, the RDC approved a purchase agreement for the acquisition of property located at 320 West Eighth Street, formerly known as the CFC Showers West property ("Property");

WHEREAS, the Bloomington Health Foundation, Inc. ("Tenant") has a Third Amendment to Lease Agreement with CFC, LLC, dated April 14, 2021, for space at the Property;

WHEREAS, by Resolution 25-58, the RDC approved terminating the lease agreements of tenants of the Property, including Tenant's;

WHEREAS, Indiana Code 32-24-1-16 states: "[a] person having an interest in property that has been or may be acquired for a public use without the procedures of this article or any prior law followed is entitled to have the person's damages assessed under this article substantially in the manner provided in this article";

WHEREAS, City Staff is negotiating a lease termination with Tenant that includes as key provisions that Tenant shall vacate the Property on or before October 15, 2025, that the RDC waives Tenant's lease payment obligation for August, September, and October, and that the RDC shall pay tenant the sum of Nineteen Thousand Five Hundred Forty-Two Dollars and Fifty Cents (\$19,542.50) for expenses related to the termination of the Tenant's lease; and,

WHEREAS, the RDC has determined that the key provisions detailed above are acceptable and serves the public's best interest.

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

1. The Bloomington Redevelopment Commission finds that the Bloomington Health Foundation, Inc., lease at Showers West should be terminated.
2. The Bloomington Redevelopment Commission finds that the key provisions detailed above are acceptable, including the payment of Nineteen Thousand Five Hundred Forty-Two Dollars and Fifty Cents (\$19,542.50).
3. The Bloomington Redevelopment Commission delegates to City Legal the authority to negotiate any other terms and conditions necessary which serves the RDC and public's best interests.
4. The Bloomington Redevelopment Commission authorizes City Legal to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson, President

ATTEST:

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John West, Secretary

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Date