

AGENDA
REDEVELOPMENT COMMISSION

October 20, 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/85921274287?pwd=OdiefvdPdJvZlbbOjW4XYqYblCYJEk.1>

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 (MCCSC Representative, non-voting)
- Anna Killion-Hanson – Redevelopment Commission Executive Director
- Jessica McClellan – Redevelopment Commission Treasurer

I. ROLL CALL

II. MINUTES –September 15, 2025, and Executive Session Summary for October 14, 2025

III. EXAMINATION OF CLAIM REGISTERS – September 26, 2025, for \$1,049,210.40, and October 10, 2025, for \$195,918.09

IV. EXAMINATION OF PAYROLL REGISTERS – September 19, 2025, \$54,396.77, and October 3, 2025, for \$55,791.82

V. REPORT OF OFFICERS AND COMMITTEES

- A. Director’s Report
- B. Legal Report
- C. Treasurer’s Report
- D. Business Development Update

VI. NEW BUSINESS

- A. Resolution 25-127: Resolution to Earmark Funds for Infrastructure Design in the SW Quadrant of the City of
(out of order) Bloomington
- B. Resolution 25-120: Approval of First Amendment to 2022 CDBG Physical Improvement Grant with CBU
- C. Resolution 25-121: Approval of 2025 CDBG Social Service Grant with Boys and Girls Club
- D. Resolution 25-122: Approval of 2025 CDBG Social Service Grant with Community Kitchen
- E. Resolution 25-123: Approval of 2025 CDBG Social Service Grant with Hoosier Hills Food Bank
- F. Resolution 25-124: Approval of 2025 CDBG Social Service Grant with Mother Hubbard’s Cupboard
- G. Resolution 25-125: Approval of 2025 CDBG Social Service Grant with Middle Way House
- H. Resolution 25-126: Approval of 2025 CDBG Social Service Grant with Pathways
- I. Resolution 25-128: Resolution Amending the Declaratory Resolution and the Economic Development Plan for
the Bloomington Consolidated Economic Development Area
- J. Resolution 25-129: Approval of Environmental Restrictive Covenant on Property at West Fountain Drive and
West Eighth Street and Authorization for Installation of a Dry Detention Stormwater
Facility

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

Auxiliary aids for individuals with disabilities are available upon request, provided adequate notice is given. Please call 812-349-3429 or e-mail 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 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, September 15, 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=14945>

I. ROLL CALL

Commissioners Present: Deborah Myerson, John West, Randy Cassady, Sue Sgambelluri, Laurie McRobbie

City Staff Present: Christina Finley, Assistant Director, HAND; Tammy Caswell, Financial Specialist, HAND; Jane Kupersmith, Director, Economic Sustainability Department (ESD); Anna Dragovich, Capital Projects Manager, ESD; Jessica McClellan, Controller, Office of the Controller; Dana Kerr, Assistant City Attorney, Legal Department; Anna Killion-Hanson, Director, Housing and Neighborhood Development (HAND) (*via Zoom*)

Others Present: Dave Askins, B Square Bulletin; Chris Emge and Sam Dove (*via Zoom*)

II. READING OF THE MINUTES: John West moved to approve the Executive Session Summary as well as the regular meeting minutes for September 2, 2025. Randy Cassady seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTERS: Laurie McRobbie moved to approve the September 12, 2025, claim register for \$77,669.42. Sue Sgambelluri seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS: John West moved to approve the September 5, 2025, payroll register for \$56,288.44. Sue Sgambelluri seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

- A. Director's Report:** Anna Killion-Hanson provided updates on the grant agreement with HUD. She reported that HUD has accepted the City's Five-Year Consolidated Plan and Annual Action Plan, allowing staff to move forward with the allocation of just over \$1.3 million. Killion-Hanson asked if two Commissioners could serve on the 2025 Citizens Advisory Committee—one for physical improvements and one for social services. The meetings are scheduled for November 6, 2025, at 5:30 p.m. and November 13, 2025, at 5:30 p.m. Deborah Myerson will serve for social services and Randy Cassady will serve for physical improvements. At College Square, roof leaks continue to be an issue. Staff has been forced to address the situation while tenants remain in the building. At the Hopewell site, three underground oil tanks were struck during excavation; all three have been removed, and additional soil testing is underway. At 714 S. Rogers Street, more mold growth was discovered, requiring additional remediation. Deborah Myerson asked if the Commission could receive quarterly reports detailing expenditures on maintenance and repairs. Myerson also requested current estimated cost of demolition, and a projected renovation timeline. She noted that such information would provide a helpful reference point when evaluating the building's potential future use. Killion-Hanson responded that staff could likely share a report in October or November. At the Trades District Garage, there have been issues with vandalism, including damage to the HVAC system.

At Hopewell Commons, transients have removed boards from the swings, and other vandalism has occurred. Staff is working on a plan to address these issues, and Marshall Security Inc. is providing security for the site.

- B. Legal Report:** Dana Kerr was available for questions.
- C. Treasurer's Report:** Jessica McClellan was available for questions.
- D. Business Development Update:** Jane Kupersmith was available for questions.

VI. NEW BUSINESS

- A. Resolution 25-116: Approval of Addendum No. 2 to the VET Environmental Engineering LLC Agreement Regarding 714 South Rogers Street.** Anna Killion-Hanson presented Resolution 25-116. She explained that during the study performed by VET Environmental Engineering LLC, additional mold was discovered in the building, including growth on steel on the main level. Addendum No. 2 would add an additional \$50,000 for the remediation, bringing the not-to-exceed contract total to \$75,000, to be paid from Fund 2519-15-150000-53990. Killion-Hanson was available for questions.

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

John West moved to approve Resolution 25-116. Laurie McRobbie seconded the motion. Randy Cassady voted no. The motion passed.

- B. Resolution 25-117: Approval of Addendum No. 1 to Agreement with VET Environmental Engineering LLC for Environmental Remediation Services at Hopewell.** Anna Killion-Hanson presented Resolution 25-117. She explained that three underground oil tanks were discovered near the roadway, which increased costs for proper disposal. The work remains consistent with IDEM's approved contamination plan. Addendum No. 1 adds an additional \$63,404.33, bringing the not-to-exceed contract amount to \$215,890.59, payable from the Consolidated TIF Fund 4445-15-159001-53990.

Dana Kerr explained that the tanks were ultimately found up against the roadway. They were full of water, which made them undetectable during the study. He noted that the site had once housed two generations of fuel stations, the first, documented in 1947, showed three tanks located behind the building. The three tanks recently discovered each had a 10,000-gallon capacity. Tanks of that size were not typically in use in 1947, suggesting they may have been installed later. He further explained that aerial photographs and Sanborn maps from 1963 provided no indication of the tanks, and they had also remained undiscovered through numerous Phase I and Phase II environmental assessments conducted in prior years.

Deborah Myerson asked for comments from the public. There were no comments from the public. Randy Cassady moved to approve Resolution 25-117. Laurie McRobbie seconded the motion. The motion passed unanimously.

- C. Resolution 25-118: Approval of Agreement with VET Environmental Engineering LLC for Environmental Mold Inspection Services at the Trades District Garage.** Anna Killion-Hanson presented Resolution 25-118. She explained that there have been ongoing issues with the HVAC equipment at the Trades District Garage. The units appear to be oversized, and because there is no hot air reheat, the system has been short cycling instead of adequately drying the air. As a result, water has been dripping from the ductwork and causing condensation on the walls. Staff is working on a solution and are hopeful that the cause of the issue has been identified. Their primary concern is ensuring that no additional mold develops. An indoor air quality assessment will be conducted to confirm safe conditions. The agreement is in the amount of \$1,309.38 for mold testing.

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

Sue Sgambelluri moved to approve Resolution 25-118. John West seconded the motion. The motion passed unanimously.

- D. Resolution 25-119: Approval of Crash Research & Analysis, Inc. Key Provisions of Lease Termination.** Dana Kerr presented Resolution 25-119. He explained that City's Legal department has negotiated an early termination of the lease, with the tenants agreeing to vacate as early as

October 1, 2025. Kerr stated that the request is reasonable and amicable. The City has contracted a moving company, coordinated through JD Boruff, with costs not to exceed \$2,000. The tenant will not be assessed any parking fees. The tenant currently pays \$931 per month in rent; Kerr noted that the monthly rent is less than the costs associated with early termination. The rental agreement otherwise expires December 31, 2025.

Dana Kerr read the amendments requested by the commission.

● WHEREAS, the City staff is negotiating a lease termination with Tenant that includes as key provisions that Tenant shall vacate the Property earlier than December 13, 2025, by doing so on or before October 1, 2025, that the RDC will a) provide moving services for their personal property except that Tenant must pack miscellaneous items and Tenant must handle moving all IT equipment and devices (Showers West to Fountain Square, with estimated cost of less than One Thousand Dollars (\$1,000.00), b) the RDC will supply Tenant with two parking passes for the Fourth Street Garage covering October 1, 2025, to September 30, 2026, and c) that the RDC shall pay tenant a sum not to exceed One Thousand Dollars (\$1,000.00) for other expenses related to the termination of Tenant's lease; and,

● 2. The Bloomington Redevelopment Commission finds that the key provisions detailed above are acceptable, including:

● The direct payment for the moving expenses at a cost of not to exceed One Thousand Dollars (\$1,000.00),

● Two parking passes at the Fourth Street Garage (in kind, valued at \$116 per month for 12 months for two passes, for \$2,784).

● Payment to Tenant in an amount not to exceed One Thousand Dollars (\$1,000) for other expenses related to the termination of the Tenant's lease (includes costs of a new countertop at their new location of \$815, and costs for packing materials not to exceed \$185).

● RDC will forego additional lease payments.

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

Randy Cassady moved to approve Resolution 25-119, with the amendments. Sue Sgambelluri seconded the motion. The motion passed unanimously.

VII. BUSINESS/GENERAL DISCUSSION Randy Cassady shared that a vigil took place at Indiana University Bloomington and he expressed appreciation for the grace and dignity shown by the IU students. He noted that the event was a reminder of the compassion and unity that exist within the community.

There were discussions on the upcoming RDC schedules.

VIII. ADJOURNMENT John West moved to adjourn. Randy Cassady seconded the motion. The meeting adjourned at 6:17 p.m.

Deborah Myerson, President

John West, Secretary

Date: _____

EXECUTIVE SESSION SUMMARY

The Redevelopment Commission of the City of Bloomington, Indiana met on Tuesday, October 14, 2025, at 2:00 p.m. in the Showers City Hall, Allison Conference Room, 401 North Morton Street, Suite 225, Bloomington, Indiana and via Zoom

Redevelopment Commission Members Present: Deborah Myerson, Randy Cassady, and John West

City Staff Present: Margie Rice, Corporation Counsel, City Legal Department; Anna Killion-Hanson, Director, Housing & Neighborhood Development (HAND); Christina Finley, Assistant Director, HAND; Jessica McClellan, City Controller; Jane Kupersmith, Director, Economic & Sustainable Development

The Commission discussed information in accordance with **Ind. Code § 5-14-1.5-6.1(b)(2)(D)**: strategy regarding real property transactions by the governing body.

No other matters were discussed.

The meeting adjourned at 3:30 p.m.

Deborah Myerson, President

John West, Secretary

Date

BLOOMINGTON REDEVELOPMENT COMMISSION PROJECT SUMMARY REPORT

Consolidated TIF

Projects:	RDC Approved	Expensed	Balance
Hopewell East			
22-45 Rundell Ernstberger	\$ 1,174,740.00	\$ 995,598.00	\$ 179,142.00
24-53 Crossroad Engineers	\$ 187,500.00	\$ 109,012.00	\$ 78,488.00
24-55 Presidio	\$ 49,174.00	\$ -	\$ 49,174.00
24-67 Boonyama (Public Art)	\$ 100,000.00	\$ 40,000.00	\$ 60,000.00
25-44 VET Environmental	\$ 10,630.00	\$ 10,630.00	\$ -
25-52 Standish Stone	\$ 29,250.00	\$ 28,700.00	\$ 550.00
25-54 Crossroad Engineers	\$ 1,000.00	\$ 1,000.00	\$ -
25-82 CBU Sanitary Sewer Upgrades	\$ 342,374.00	\$ -	\$ 342,374.00
25-85 Flintlock Lab	\$ 300,000.00	\$ 101,020.00	\$ 198,980.00
25-91 Marshall Security (714 S Rogers?)	\$ 121,056.00	\$ -	\$ 121,056.00
25-101 Milestone East Hopewell	\$ 49,046.00	\$ -	\$ 49,046.00
25-117 VET Environmental SW Corner 2nd & Rogers	\$ 215,890.59	\$ 197,508.96	\$ 18,381.63
Project Commitment Balances	\$ 2,580,660.59	\$ 1,483,468.96	\$ 1,097,191.63
Hopewell Garage			
23-51 CE Solutions	\$ 87,675.00	\$ 87,675.00	\$ -
25-97 CE Solutions Structural Condition Assessment	\$ 11,500.00	\$ -	\$ 11,500.00
Project Commitment Balances	\$ 99,175.00	\$ 87,675.00	\$ 11,500.00
1st Street Reconstruction			
20-79 VS Engineering	\$ 720,959.00	\$ 699,218.00	\$ -
21-32 Shrewsbury	\$ 1,048,880.00	\$ 1,048,880.00	\$ -
21-85 VS Engineering	\$ 8,070.00	\$ 8,070.00	\$ -
22-66 HWC Engineering	\$ 433,001.00	\$ 433,001.00	\$ -
23-15 JR Ellington Tree Experts	\$ 10,800.00	\$ 10,800.00	\$ -
23-116 INDOT Local Share Agreement	\$ 1,646,466.72	\$ 1,646,466.72	\$ -
24-74 VS Engineering/INDOT Change orders	\$ 214,697.00	\$ 214,697.00	\$ -
25-49 HWC Engineering	\$ 62,764.00	\$ 62,764.00	\$ -
Project Commitment Balances	\$ 4,145,637.72	\$ 4,123,896.72	\$ -
Hopewell West Jackson St Reconstruction			
23-37 Crossroad Engineers	\$ 606,640.00	\$ 606,640.00	\$ -
24-53 Crossroad Engineers	\$ 187,500.00	\$ 109,013.00	\$ 78,487.00
25-54 Crossroad Engineers	\$ 1,000.00	\$ 1,000.00	\$ -
25-87 Crider & Crider	\$ 1,687,319.00	\$ 179,100.73	\$ 1,508,218.27
25-96 VET Environmental	\$ 26,059.00	\$ 5,570.00	\$ 20,489.00
25-106 Crider & Crider	\$ 153,445.00	\$ 42,350.00	\$ 111,095.00
READI Reimbursement	\$ (1,800,000.00)	\$ (94,665.00)	\$ (1,705,335.00)
Project Commitment Balances	\$ 861,963.00	\$ 849,008.73	\$ 12,954.27
714 S Rogers Development			
23-07 Koorsen Fire & Security	\$ 5,863.00	\$ 5,863.00	\$ -
24-25 VET Environmental	\$ 39,816.00	\$ 39,661.00	\$ -
24-32 Ann-Kriss	\$ 8,560.00	\$ 6,160.00	\$ -
24-42 Ann-Kriss	\$ 3,789.00	\$ 3,789.00	\$ -
25-43 Due Diligence for Police Headquarters	\$ 50,000.00	\$ -	\$ 50,000.00
25-45 Ann-Kriss	\$ 14,016.00	\$ 5,952.00	\$ -
25-95 VET Environmental	\$ 25,000.00	\$ -	\$ 25,000.00
25-116 VET Environmental	\$ 50,000.00	\$ -	\$ 50,000.00
Project Commitment Balances	\$ 197,044.00	\$ 61,425.00	\$ 125,000.00
Extension of Bline Trail to 17th St Multi Use Path			
19-98 Aztec Engineering	\$ 702,799.00	\$ 702,799.00	\$ -
20-87 Aztec Engineering	\$ 180,900.00	\$ 180,900.00	\$ -

22-52 Crossroad Engineers	\$ 257,410.00	\$ 257,410.00	
22-53 Aztec Engineering	\$ 7,647.00	\$ 7,647.00	\$ -
22-101 Aztec Engineering	\$ 150,075.00	\$ 149,043.00	\$ -
23-22 Bluestone Tree	\$ 48,764.20	\$ 48,764.00	\$ -
23-50 CSXT Reimbursement Agreement	\$ 47,300.00	\$ 12,100.00	\$ -
24-34 CSXT Reimbursement Amendment	\$ 75,000.00	\$ 35,200.00	\$ -
25-50 Crossroad Engineers	\$ 40,000.00	\$ 3,833.15	\$ 36,166.85
25-86 Keramida	\$ 31,775.00	\$ 11,666.00	\$ -
Pending Change Orders			
Project Commitment Balances	\$ 1,541,670.20	\$ 1,409,362.15	\$ 36,166.85
17th St Multi Modal Improvements			
17-52 17th St Project Approval	\$ 3,204,855.00	\$ 3,204,855.00	\$ -
25-94 INDOT	\$ 34,243.00	\$ -	\$ 34,243.00
INDOT reimbursement	\$ (2,064,302.00)	\$ (2,064,302.00)	
Project Commitment Balances	\$ 1,174,796.00	\$ 1,140,553.00	\$ 34,243.00
College Square Development			
25-46 Due Diligence for use of site for host hotel	\$ 100,000.00	\$ 33,947.00	\$ 66,053.00
25-62 Preliminary architectural design	\$ 300,000.00	\$ -	\$ 300,000.00
Project Commitment Balances	\$ 400,000.00	\$ 33,947.00	\$ 366,053.00
Trades Garage			
25-63 Office Pride	\$ 16,000.00	\$ 4,900.00	\$ 11,100.00
25-118 VET Environmental	\$ 1,309.00	\$ -	\$ 1,309.00
Project Commitment Balances	\$ 17,309.00	\$ 4,900.00	\$ 12,409.00
Total Consolidated TIF Commitment Balances	\$ 11,018,255.51	\$ 9,194,236.56	\$ 1,695,517.75

Kinser Prow TIF

<u>Projects:</u>	RDC Approved	Expensed	Balance
None			
Project Commitment Balances			
Total Kinser Prow TIF Commitment Balances	\$ -	\$ -	\$ -

Fund 2519 RDC Property Management

<u>Projects:</u>	RDC Approved	Expensed	Balance
The Mill - wall shoring			
25-48 Umphress Masonry	\$ 100,000.00	\$ 99,082.49	\$ -
25-51 Umphress Masonry	\$ 500,000.00	\$ 293,768.00	\$ -
25-48 Belcher Fencing	\$ 3,000.00	\$ 978.00	\$ -
25-48 Koorsen Fire	\$ 3,000.00	\$ -	\$ 3,000.00
Project Commitment Balances	\$ 606,000.00	\$ 393,828.49	\$ 3,000.00
Showers West Lease Buyout & Repairs			
24-10 Kerr Law	\$ 5,000.00	\$ 5,000.00	\$ -
24-11 Indiana Team LLC	\$ 30,000.00	\$ 30,000.00	\$ -
24-12 Bynum Fanyo	\$ 15,000.00	\$ 15,000.00	\$ -
24-13 GP Strategies	\$ -	\$ -	\$ -
24-15 Bloomington Symphony Orchestra	\$ 10,000.00	\$ 10,000.00	\$ -
25-60 B&L Sheet Metal	\$ 8,500.00	\$ 8,500.00	\$ -
25-115 Bloomington Health Foundation	\$ 19,542.00	\$ -	\$ 19,542.00
25-119 Crash Research & Analysis	\$ 1,000.00	\$ -	\$ 1,000.00
Project Commitment Balances	\$ 89,042.00	\$ 68,500.00	\$ 20,542.00
Total Fund 2519 RDC Property Management Balances	\$ 695,042.00	\$ 462,328.49	\$ 23,542.00

CITY OF BLOOMINGTON
General Ledger Summary Listing

From Date: 1/1/2025 - To Date: 10/31/2025

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number: 2519-10000 Cash							Fiscal Year To Date:		\$2,124,408.62
				Month Total: January 2025			\$92,938.89	\$44,612.73	\$2,172,734.78
				Month Total: February 2025			\$4,634,808.22	\$4,977,454.96	\$1,830,088.04
				Month Total: March 2025			\$52,461.61	\$208,489.49	\$1,674,060.16
				Month Total: April 2025			\$78,728.30	\$107,521.83	\$1,645,266.63
				Month Total: May 2025			\$72,153.81	\$178,924.41	\$1,538,496.03
				Month Total: June 2025			\$73,283.18	\$63,865.38	\$1,547,913.83
				Month Total: July 2025			\$39,020.96	\$32,346.79	\$1,554,588.00
				Month Total: August 2025			\$37,734.77	\$333,155.22	\$1,259,167.55
				Month Total: September 2025			\$297,620.74	\$62,311.08	\$1,494,477.21
				Month Total: October 2025			\$27,138.35	\$6,725.71	\$1,514,889.85
				Account Total: Cash			\$5,405,888.83	\$6,015,407.60	\$1,514,889.85
				Fund Total: RDC			\$5,405,888.83	\$6,015,407.60	\$1,514,889.85
G/L Account Number: 4445-10000 Cash							Fiscal Year To Date:		\$17,199,194.64
				Month Total: January 2025			\$179,501.89	\$2,103,167.92	\$15,275,528.61
				Month Total: February 2025			\$4,656,102.56	\$430,279.48	\$19,501,351.69
				Month Total: March 2025			\$51,401.22	\$183,313.11	\$19,369,439.80
				Month Total: April 2025			\$76,722.74	\$74,752.31	\$19,371,410.23
				Month Total: May 2025			\$49,518.35	\$436,167.25	\$18,984,761.33
				Month Total: June 2025			\$10,125,712.65	\$319,549.87	\$28,790,924.11
				Month Total: July 2025			\$10,295.04	\$335,675.52	\$28,465,543.63
				Month Total: August 2025			\$6,055.05	\$1,474,394.22	\$26,997,204.46
				Month Total: September 2025			\$21,043.36	\$4,318,621.43	\$22,699,626.39
				Month Total: October 2025			\$0.00	\$37,379.68	\$22,662,246.71
				Account Total: Cash			\$15,176,352.86	\$9,713,300.79	\$22,662,246.71
				Fund Total: Consolidated TIF			\$15,176,352.86	\$9,713,300.79	\$22,662,246.71
G/L Account Number: 4451-10000 Cash							Fiscal Year To Date:		\$648,891.64
				Month Total: January 2025			\$4,528.87	\$2,095.55	\$651,324.96
				Month Total: February 2025			\$2,214.29	\$0.00	\$653,539.25
				Month Total: March 2025			\$2,278.21	\$0.00	\$655,817.46

General Ledger Summary Listing

From Date: 1/1/2025 - To Date: 10/31/2025

G/L Date	Journal	Journal Type	Sub Ledger	Description/Project	Source	Reference	Debit Amount	Credit Amount	Actual Balance
G/L Account Number: 4451-10000 Cash							Fiscal Year To Date:		\$648,891.64
				Month Total: April 2025			\$2,253.17	\$0.00	\$658,070.63
				Month Total: May 2025			\$2,266.29	\$0.00	\$660,336.92
				Month Total: June 2025			\$46,516.37	\$0.00	\$706,853.29
				Month Total: July 2025			\$268.87	\$0.00	\$707,122.16
				Account Total: Cash			\$60,326.07	\$2,095.55	\$707,122.16
				Fund Total: TIF - Prow			\$60,326.07	\$2,095.55	\$707,122.16
				Grand Total:			\$20,642,567.76	\$15,730,803.94	\$24,884,258.72

**25-127
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**TO EARMARK FIVE MILLION DOLLARS (\$5,000,000)
FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS
IN THE SOUTHWEST QUADRANT OF THE CITY OF BLOOMINGTON**

WHEREAS, pursuant to Indiana Code Chapter 36-7-14, the Bloomington Redevelopment Commission ("RDC") is vested with the power to design and construct public improvements;

WHEREAS, undeveloped areas of land in the "southwest quadrant" of the City of Bloomington ("City") exist, which are ripe for residential and commercial development and creation of new Economic Development Areas and Allocation Areas (often referred to as "TIF Districts");

WHEREAS, for purposes of this Resolution, the "southwest quadrant" is roughly defined as the area bordered by Tapp Road to the south, Interstate 69 (previously known as State Road 37 to the west), Second Street/Bloomfield Road to the north, and Adams Street to the east;

WHEREAS, the City Engineering Department would like to hire professional engineers to assist them and other City staff in the development of necessary public road and other related infrastructure that would be needed to serve this southwest quadrant; and,

WHEREAS, the City's investment of current Tax Increment Finance ("TIF") dollars to design public roads and other related infrastructure that may be built by the City or, in part, by private developers will spur economic development in the City and will benefit the City and its residents.

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

1. The RDC, hereby, agrees to set aside and earmark Five Million Dollars (\$5,000,000) of existing TIF revenues to be used by the City of Bloomington for professional design and service fees.
2. The RDC is not approving any particular contracts with the passage of this Resolution, but does acknowledge that City staff will bring professional service contracts to the RDC

for approval and that those professional service contracts will be paid from these earmarked funds.

3. The RDC understands that City staff may work with property owners and developers in the southwest quadrant and that the City may approve MOUs or may bring MOUs to the RDC for approval, as staff deem necessary, to incentivize development and economic development in the southwest quadrant.
4. City Staff is authorized to execute any documentation and to take any actions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

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

**APPROVAL OF FIRST AMENDMENT TO 2022 CDBG
PHYSICAL IMPROVEMENTS GRANT AGREEMENT
WITH
CITY OF BLOOMINGTON UTILITIES**

WHEREAS, on November 7, 2022, in Resolution 22-70, the Bloomington Redevelopment Commission ("RDC") approved a Community Development Block Grant ("CDBG") Physical Improvements Grant Agreement with City of Bloomington Utilities to install bioretention ponds;

WHEREAS, issues with environmental review clearance significantly delayed the project and increased the cost;

WHEREAS, all parties agree to set a new expiration date of December 31, 2026; and

WHEREAS, all parties agree to increase the not to exceed amount from \$110,000.00 to \$200,000.00; and

WHEREAS, funds are available for this project through the 2022 Community Development Block Grant (CFDA # 14.218) under Grant No. B-23-MC-18-0013 for physical improvement activities; and

WHEREAS, the RDC is required, in accordance with the federal guidelines, to authorize the award of each contract and/or agreement, including any such amendment; and

WHEREAS, a First Amendment to the Community Development Block Grant Physical Improvements Funding Agreement is included herein as **Attachment A**; and,

WHEREAS, said Amendment has been duly considered.

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

1. The RDC hereby approves this First Amendment to the 2022 CDBG Physical Improvement Grant Agreement, included herein as **Attachment A**, to extend the expiration date to December 31, 2026 and increase the not to exceed amount to \$200,000.00.
2. The RDC authorizes City Staff to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution.
3. All additional provisions of the Agreement not modified herein remain in full force and effect.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**FIRST AMENDMENT TO
2022 CDBG PHYSICAL IMPROVEMENT GRANT AGREEMENT
BETWEEN
HOUSING AND NEIGHBORHOOD DEVELOPMENT
DEPARTMENT AND
CITY OF BLOOMINGTON UTILITIES**

This First Amendment to the Community Development Block Grant Agreement between City of Bloomington Utilities and Housing and Neighborhood Development Department of the City of Bloomington is executed on this 20th day of October, 2025.

WHEREAS, the City of Bloomington Housing and Neighborhood Development Department and City of Bloomington Utilities (collectively, the “Parties”), on November 7, 2022, by RDC Resolution 22-70, entered into that certain CDBG Physical Improvement Grant Agreement for installation of bioretention ponds, attached hereto as **Exhibit A**.

WHEREAS, the Parties now wish to extend the time of performance of the Agreement to December 31, 2026; and

WHEREAS, the Parties now wish to increase the now to exceed amount of the contract from \$110,000 to \$200,000.00; and

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

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

1. Article I, Section A, Part e. shall be amended to read:

“e. Complete the Project as designed no later than December 31, 2026;” and

Article II, “Terms of Agreement,” shall be amended to read:

“This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until December 31, 2026 unless mutually agreed to by all parties.”

2. Article III, “Payment” shall be amended to read:

“It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00)**.”

3. All other terms, provisions, conditions, recitals, and obligations of the Agreement between the Housing and Neighborhood Development Department of Bloomington and the City of Bloomington Utilities shall remain in full force and effect, and said Agreement and this First Amendment shall be construed together as a single contractual agreement.

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

**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

By: _____
Deborah Myerson, President

Date: _____

By: _____
John West, Secretary

**CITY OF BLOOMINGTON
UTILITIES:**

By: _____
Name and Title

Date: _____

EXHIBIT A to
FIRST AMENDMENT
2022 CDBG Physical Improvement Grant Agreement
with CBU
and Resolution 22-70

22-70
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

COMMUNITY DEVELOPMENT BLOCK GRANT FOR BLOOMINGTON UTILITIES

WHEREAS, Community Development Block Grant (CDBG) (CFDA # 14.218) funds are available under Grant No. B-22-MC-18-0013 for physical improvement activities; and

WHEREAS, staff recommends that the funds to install bioretention ponds to help correct flooding issues in four areas of the city by City of Bloomington Utilities Department be approved; and

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

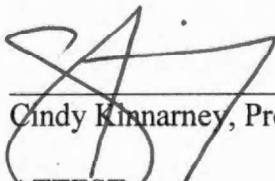
WHEREAS, a Community Development Block Grant Funding Agreement for Physical Improvements has been presented to the Bloomington Redevelopment Commission for consideration and is attached to this Resolution; and

WHEREAS, said Agreement has been duly considered.

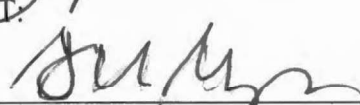
NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON REDEVELOPMENT COMMISSION THAT:

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and City of Bloomington Utilities Department to install bioretention ponds to help correct flooding issues in four areas of the city, is approved for an amount not to exceed One Hundred Ten Thousand Dollars (\$110,000.00).

BLOOMINGTON REDEVELOPMENT COMMISSION



Cindy Kinnarney, President

ATTEST:


Deborah Myerson, Secretary

11/7/2022

Date

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

THIS AGREEMENT, entered into this ____ day of November, 2022 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and City of Bloomington’s Utilities Department, (herein called the “Subrecipient”), WITNESSETH:

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

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B22MC180013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2022 Community Development Block Grant (CDBG) funds to correct flooding issues throughout the city. Project funds can be used to correct issues with the installation of bioretention ponds. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG Subrecipient Procurement Procedures.

- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facility as housing for income eligible households for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about household, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement information upon request.
- e. Complete the Project as designed no later than **December 30, 2023**, unless mutually agreed to by all parties.

B. National Objectives

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

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

Benefit to Low/Moderate Area (LMA) Persons, 24 CFR 570.208(a)(2)

Census Tract and Block Groups served:

Census Tract and Block Groups served:

Census Tract and Block Groups served:

C. Performance Monitoring

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

Non-compliance may require that unexpended funds be forfeited and expended funds be reimbursed to the Grantee for reallocation.

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **December 30, 2023** unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed One Hundred Ten Thousand Dollars (**\$110,000.00**). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

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

Grantee: Matthew Swinney, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: swinneym@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Vic Kelson, Director City of Bloomington Utilities 600 E Miller Dr Bloomington, IN 47404 Contact Name: Phil Peden Email: pedenp@bloomington.in.gov Tel: (812) 349-3634
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

V. GENERAL CONDITIONS

A. General Compliance

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

contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Grantor Recognition

The Subrecipient shall 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 the City's termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient

under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

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

H. Reversion of Assets.

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

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
 - g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation, if applicable;
 - h. "Monthly Client Profile Form" each month through the end of the project, if applicable; and,
 - i. Submit performance measurements as required by HUD.
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K:
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
- The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall

be made available to Grantee monitors or their designees for review upon request.

- The Subrecipient shall maintain beneficiary data demonstrating project eligibility using the area benefit data. Such information shall be made available to Grantee monitors or their designees for review upon request.
- The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

- a. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation (if applicable);
- b. "Program Year to Date Reporting Form" at project completion (if applicable);
- c. Final status;
- d. Beneficiary information (if applicable);
- e. Certified payrolls (if applicable);
- f. Section 3 Report (if applicable);
- g. MBE/WBE Report (if applicable).

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must

be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

C. Reporting and Payment Procedures

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

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

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

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

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

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

training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

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

B. Equal Employment and Affirmative Action

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

C. Davis Bacon and Related Acts

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

3. Compliance with the Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the contract.
4. Violation reporting. HAND shall report any violation or suspected violation of these provisions to HUD.

D. Contract Work Hours and Safety Standards Act

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

E. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit G, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor

of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

F. Conduct

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

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

VIII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

1. Applicable to all contracts over \$150,000.
2. Compliance with the Clean Air Act requirements.
3. Compliance with the Federal Water Pollution Control Act requirements.

4. Violations Reporting. HAND shall report any and all violations to the HUD and the Regional Office of the Environmental Agency.

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

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

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

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

A. Data Universal Numbering System (DUNS)

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

B. System for Award Management (SAM)

The Subrecipient shall register in the System for Award Management (SAM), which is the primary registrant database for the US Federal Government, and shall enter any information required by FFATA into the SAM, update the information at least annually after the initial registration, and maintain its status in the SAM

through the Term of this Agreement. Information regarding the process to register or update information in the SAM can be obtained at www.sam.gov.

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

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

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

C. Executive Compensation

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

X. 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.

XI. ATTACHMENTS

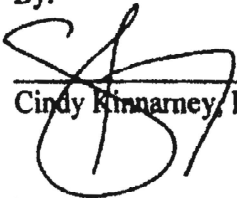
- A. Exhibit A: 2022 HUD Income Limits**
- B. Exhibit B: 2022 Client Information and Income Form for CDBG Funds (if applicable)**
- C. Exhibit C: 2022 Client Summary Profile Reporting Form (if applicable)**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**
- F. Exhibit F: CDBG Subrecipient Procurement Procedures**
- G. Exhibit G: Employee Eligibility Status affidavit**

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

**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

CITY OF BLOOMINGTON UTILITIES:

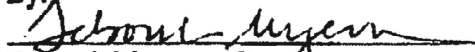
By:

 11-7-22
Cindy Kinnarney, President

By:

Matt Havey DOA for Vic Kelson
Matt Havey DOA for Vic Kelson (Jan 5, 2023 16:03 EST)
Vic Kelson, Director

By:


Deborah Myerson, Secretary

By:

 3 Jan 2023
Jeff Ehrman, President Utilities Service Board

11/10/2022

**25-121
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF 2025 CDBG SOCIAL SERVICES GRANT AGREEMENT
WITH BOYS & GIRLS CLUB of BLOOMINGTON**

WHEREAS, funds are available under the Community Development Block Grant program (CFDA # 14.218) under Grant No. B-25-MC-18-0013 for social services activities; and

WHEREAS, upon approval of this Resolution, the Bloomington Redevelopment Commission is authorizing the City of Bloomington Housing & Neighborhood Development Department to enter into a Community Development Block Grant Agreement with Boys & Girls Club of Bloomington; and

WHEREAS, funds will be used for the Ferguson Crestmont Afterschool Program; and

WHEREAS, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines in 24 CFR Part 570 to authorize the award of each contract and/or agreement; and

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

WHEREAS, said Agreement has been duly considered.

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

The Community Development Block Grant Funding Agreement for Social Services between the City of Bloomington Housing and Neighborhood Development Department and Boys & Girls Club of Bloomington for the Ferguson Crestmont Afterschool Program is approved by the Bloomington Redevelopment Commission for an amount not to exceed **TWENTY THOUSAND EIGHT HUNDRED NINETY ONE AND 00/100 DOLLARS (\$20,891.00)**.

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

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review as required by Part 58 of the Code of Federal Regulations (CFR) and a Notice to Proceed issued by City program staff. The Environmental Review Record ("ERR") must be completed before any funds are obligated through the execution of a funding agreement

between the City of Bloomington and the Subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this Resolution that begin prior to the completion of the environmental review or to the execution of the funding agreement may be at risk of a choice limited action that jeopardizes project funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

Date

ATTEST:

John West, Secretary

Date

**SOCIAL SERVICE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
BOYS & GIRLS CLUBS OF BLOOMINGTON
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this _____ day of _____, 2025, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Boys & Girls Clubs of Bloomington, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 803 N Monroe St., Bloomington, Indiana, 47403 (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; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-24-MC-18-0013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Reducing Recidivism Program during CDBG Year 2025-2026 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 Program:

1. Program Delivery

Activity #1	Ferguson Crestmont Club After-School Program
-------------	--

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.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one of the CDBG program’s National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208. (See **Exhibit B** for 2025 Income Limits)

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: _____
 - Activity Nature and Location: Providing funding for childcare programs and after-school educational and enrichment programs.

C. 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	43	516

Unit of activity would equal one CDBG eligible individual served.

D. 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.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2025 and end on the 31st day of May, 2026. The last claim for services rendered must be filed before May 9, 2026.

III. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$20,891.00
Per Unit Accomplishment Amount	\$17.26

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **TWENTY THOUSAND EIGHT HUNDRED NINETY ONE AND 00/100 DOLLARS (\$20,891.00)**. 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. 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.

V. NOTICES

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

Grantee: Anna Killion-Hanson, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Leslie Abshier, Executive Director Boys & Girls Clubs of Bloomington 803 N Monroe Street Bloomington, Indiana 47403 Tel: (812) 332-5311 Fax: N/A
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. 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. Reversion of Assets.

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

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
 - g. “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
 - h. “Monthly Client Profile Form” each month through May 31, 2026;
 - i. Submit performance measurements as required by HUD; and,
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K. (See Exhibit C for Reporting Forms)
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 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:

- June, July, August September, October and November claims must be submitted no later than December 13, 2025.
- December, January and February claims must be submitted no later than March 15, 2026.
- March, April and May claims must be submitted no later than May 9, 2026.

If the Subrecipient failed 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 into 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.

VIII. 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, and Executive Order 11063.
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, marital/familial status, or status with regard to public assistance. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

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

B. Equal Employment

EEO 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 Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. 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 D**, 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. (See **Exhibit E** for Anti-Lobbying Certification)
5. **Religious Organization**. Faith-based organizations may be subrecipients for funds on the same basis as any other 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).

IX. 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; 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) Unique Entity Identifier (UEI)

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

(b) System for Award Management (SAM)

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

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

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

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

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the 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.

D. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated Grantee's responsibilities for initiating the review process

under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

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

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

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

X. POLICY REQUIREMENTS

Subrecipient shall not have any programs or policies that violate local, state, or federal laws and regulations. New requirements, developed to conform with 2025 executive orders and updated policy interpretations, are included in this Agreement as **Addendum #1 – Policy Requirements**. Addendum #1 is an affidavit to be signed by the Subrecipient acknowledging these new contractual requirements and it is incorporated by reference into this Agreement.

XI. 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.

BLOOMINGTON REDEVELOPMENT COMMISSION:

Deborah Myerson, President

Date: _____

John West, Secretary

Date: _____

BOYS AND GIRLS CLUB OF BLOOMINGTON:

Leslie Abshier, Executive Director

Date: _____

ADDENDUM #1 - POLICY REQUIREMENTS

If applicable:

1. The Subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.
2. The Subrecipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the City of Bloomington's payment decisions for purposes of 3729(b)(4) of title 31, United States Code.
3. The Subrecipient certifies that it does not operate any programs that violate applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.
4. The Subrecipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.
5. The Subrecipient understands that this grant agreement shall not be governed by Executive Orders revoked by E.O. 14154 (including E.O. 14008).
6. The Subrecipient shall administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
7. No Subrecipient may use this funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Subrecipient understands that the city of Bloomington, as a Grantee, will use SAVE or an equivalent verification system to prevent any Federal public benefit from being provided to an ineligible alien.
9. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

ATTESTATION:

I hereby affirm that I, _____ from _____ ,
(name) (organization)

am aware of the above grant agreement requirements and that the City, should it find any lack of compliance with the above provisions, can immediately and without equivocation terminate this Agreement and any obligation contained therein.

By: _____

Title _____



**CITY OF
BLOOMINGTON**
HOUSING AND NEIGHBORHOOD DEVELOPMENT

Community Development Block Grant (CDBG)

Subrecipient Funding Agreement Exhibits Packet

CDBG 2025 Program Year (Social Services)

Exhibit A	Subrecipient Proposal
Exhibit B	2025 Income Limits
Exhibit C	Reporting Forms (client data; monthly)
Exhibit D	E-verify
Exhibit E	Anti-lobbying

EXHIBIT A

Subrecipient Proposal

EXHIBIT B

2025 Income Limits

FY 2025 Income Limits Summary

FY 2025 Income Limit Area	Median Family Income Click for More Detail	FY 2025 Income Limit Category Click for More Detail	Persons in Family							
			1	2	3	4	5	6	7	8
Bloomington, IN HUD Metro FMR Area	\$110,600	Very Low (50%) Income Limits (\$) Click for More Detail	37,950	43,400	48,800	54,200	58,550	62,900	67,250	71,550
		Extremely Low Income Limits (\$)* Click for More Detail	22,750	26,000	29,250	32,500	37,650	43,150	48,650	54,150
		Low (80%) Income Limits (\$) Click for More Detail	60,700	69,400	78,050	86,700	93,650	100,600	107,550	114,450

EXHIBIT C

Report Forms

EXHIBIT C(1)

Client Information Form for CDBG Funds

IMPORTANT: Please fill out this form only once between June 1, 2025 and May 31, 2026

Our agency receives funding from the City of Bloomington Housing and Neighborhood Development Department through the Community Development Block Grant program. We are required to ask you the following information to be reported to the City. With the exception of household income, this information is used for statistical purposes only and is not used for eligibility, acceptance or approval purposes for the services which you are applying. Please complete the following:

Date: _____

Name: _____

Address: _____

1. I am a female head of household:
Defined as an adult female with dependents and no adult male living permanently in the household. (check one)

- Yes
- No

2. I consider myself to be Hispanic: (check one)

- Yes
- No

3. I consider myself to be: (check one)

- White
- Black/African American
- Asian
- Asian/Pacific Islander
- American Indian/Alaskan Native
- Native Hawaiian/Other Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American & White
- American Indian/Alaskan Native & Black/African American
- Other/Multi-racial

3. My annual household income is: (check one - verification will be required).

1 Person	2 Person	3 Person	4 Person	5 Person
<input type="checkbox"/> Under \$22,750	<input type="checkbox"/> Under \$26,000	<input type="checkbox"/> Under \$29,250	<input type="checkbox"/> Under \$32,500	<input type="checkbox"/> Under \$35,100
<input type="checkbox"/> \$22,751 – 37,950	<input type="checkbox"/> \$26,001 – 43,400	<input type="checkbox"/> \$29,251 – 48,800	<input type="checkbox"/> \$32,501 – 54,200	<input type="checkbox"/> \$35,101 – 58,550
<input type="checkbox"/> \$37,951– 60,700	<input type="checkbox"/> \$43,401 – 69,400	<input type="checkbox"/> \$48,801 – 78,050	<input type="checkbox"/> \$54,201 – 86,700	<input type="checkbox"/> \$58,551 – 93,650
<input type="checkbox"/> over \$60,701	<input type="checkbox"/> over \$69,401	<input type="checkbox"/> over \$78,051	<input type="checkbox"/> over \$86,701	<input type="checkbox"/> over \$93,651

6 Person	7 Person	8 Person
<input type="checkbox"/> Under \$37,700	<input type="checkbox"/> Under \$40,300	<input type="checkbox"/> Under \$42,900
<input type="checkbox"/> \$37,701 – 62,900	<input type="checkbox"/> \$40,301 – 67,250	<input type="checkbox"/> \$42,901 – 71,550
<input type="checkbox"/> \$62,901– 100,600	<input type="checkbox"/> \$67,251 – 107,550	<input type="checkbox"/> \$71,551 – 114,450
<input type="checkbox"/> over \$100,601	<input type="checkbox"/> over \$107,551	<input type="checkbox"/> over \$114,451

Thank you for your cooperation.

EXHIBIT C(2)

City of Bloomington - Housing and Neighborhood Development (HAND)

Project Year-to-Date Reporting Form /Client Profile for CDBG Funding

Agency Name: _____ Reporting Period: _____
 (Month and Year)

Project Name: _____

1. Participant Statistics: *(See attached guidelines)*

AMI Category	New and Unduplicated	
	This Month	Cumulative (ytd)
At or below 30% AMI		
Between 30 – 50% AMI		
Between 50 – 80% AMI		
Totals		

Racial Categories and Ethnic Groups (Exh C)	New and Unduplicated		Total <u>this month</u> that are Hispanic
	This Month	Cumulative (ytd)	
White			
Black/African American			
Asian			
Asian/Pacific Islander			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & Black/African American			
Other/Multi-racial			
Totals			
Female Head of Household			

2. Describe the progress and accomplishments that have been achieved during this reporting period along with appropriate accumulative information for the program year. Attach any supporting narratives and data worksheets, tables or charts which depict this quantitative information:

3. Identify any agency problems or concerns: _____

EXHIBIT C (2) - Instructions

Procedures for tracking data:

At the end of each program year, the City of Bloomington Housing and Neighborhood Development Department (HAND) compiles information from the monthly reports submitted by agencies into summary data that is reported to HUD. This data is used to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) that directly supports grant disbursements made during the program year and is required for all project activities that receive CDBG funds.

1. **Participant Statistics:** Fill in agency name, monthly reporting period and project name.
 - Describe participant statistics: This data is a monthly summary of the information reported on the Client Information Form. Client data should be tracked by the number of people served by the program of which you received grant funds.
 - Please allow the client to determine their racial category and ethnic background.
 - Ethnic groups: People from a variety of racial categories self-identify as Hispanic. HUD is collecting this ethnicity data per each category. Not all clients will easily fit into the limited choices available and may opt for Other/Multi-racial.
 - New and Unduplicated Clients – This month: This is where you report the total number eligible clients (below 80% AMI) you have served during this specific reporting period. For example, if you served four clients who were all new to your service in June and then served nine clients in July but only six were new to your service, on your July report the cumulative total of New and Unduplicated Clients would be ten.
 - New and Unduplicated Clients – Cumulative (ytd): If April is the first month that services are provided, then both monthly and cumulative totals would be the same. For May, the cumulative (ytd) total would be April + May.
2. **Describe progress:** Describe the activity during this reporting period. Examples might include total hours of client services, a description of services provided, how clients might be progressing, etc. This information will be summarized and reported to HUD through the IDIS system.
3. **Identify Any Problems/Concerns:** Describe any problems your agency is having at this time. This may include loss of employees, lack of new client participation, etc. Please note any issues and/or concerns you wish to report to HAND.

Area Median Income Definition and information:

Each year, HUD calculates the area median income (AMI) for every geographic region in the country by using data from the US Census based American Community Survey.

AMI is the midpoint of a region's income distribution, meaning that half of households in a region earn more than the median and half earn less than the median.

A household's income is calculated by its gross income, which is the total income received before taxes and other payroll deductions.

Reminder: Community Development funds can only be used to reimburse for services to city households with income levels at or under 80% Area Median Income (AMI), adjusted for household size. These levels are established by HUD on an annual basis and the pertinent data is on the table below:

HUD data for Bloomington, IN effective date June 1, 2025:

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>
Extremely Low Income (At or below 30% AMI)	\$22,750	\$26,000	\$29,250	\$32,500	\$35,100
Very Low Income (31 – 50 % AMI)	\$37,950	\$43,400	\$48,800	\$54,200	\$58,550
Low-Moderate Income (51 – 80% AMI)	\$60,700	\$69,400	\$78,050	\$86,700	\$93,650

Extremely Low Income: At or below 30% AMI – means an individual or family that has an income that is at or below 30% area median income as established by the U.S. Department of Housing and Development (HUD). For example, a two person household/family gross income annual income would be \$23,850/year or less.

Very Low Income: Between 31-50% AMI – means an individual or family that has an income that is above 30% area median income and at or below 50% area median income. For example, a two person household/family gross annual income would be between \$23,851/year and \$39,750/year.

Low-Moderate Income: Between 51-80% AMI – means an individual or family that has an income that is above 50% area median income and at or below 80% area median income. For example, a two person household/family gross annual income would be between \$43,451/year and \$69,400/year.

ATTACHMENT D-1
(attachment to Exhibit D)
Printout confirming the company's enrollment in E-Verify

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 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.

(2) 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 section 1352, title 31, United States Code. 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.

Organization:

Street address:

City, State, Zip:

CERTIFIED BY:

TITLE:

**25-122
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF 2025 CDBG SOCIAL SERVICES GRANT AGREEMENT
WITH COMMUNITY KITCHEN OF MONROE COUNTY**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-25-MC-18-0013 for social services activities; and

WHEREAS, upon approval of this Resolution, the Bloomington Redevelopment Commission is authorizing the City of Bloomington Housing & Neighborhood Development Department to enter into a Community Development Block Grant Agreement with Community Kitchen of Monroe County; and

WHEREAS, funds will be used for the Free Meals Program; and

WHEREAS, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines in 24 CFR Part 570 to authorize the award of each contract and/or agreement; and

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

WHEREAS, said Agreement has been duly considered.

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

The Community Development Block Grant Funding Agreement for Social Services between the City of Bloomington Housing and Neighborhood Development Department and Community Kitchen for the Free Meals Program is approved by the Bloomington Redevelopment Commission for an amount not to exceed **Twenty Thousand Eight Hundred Ninety One Dollars (\$20,891.00)**.

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

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review as required by Part 58 of the Code of Federal Regulations (CFR) and a Notice to Proceed issued by City program staff. The Environmental Review Record (“ERR”) must

be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the Subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this Resolution that begin prior to the completion of the environmental review or to the execution of the funding agreement may be at risk of a choice limited action that jeopardizes project funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION:

Deborah Myerson, President

Date

ATTEST:

John West, Secretary

Date

**SOCIAL SERVICE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
COMMUNITY KITCHEN OF MONROE COUNTY, INC.
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this _____ day of _____, 2025, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Community Kitchen of Monroe County, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1515 S Rogers St., Bloomington, Indiana, 47403 (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; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-25-MC-18-0013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Food Distribution Program during CDBG Year 2025-2026 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 Program:

1. Program Delivery

Activity #1	Food Services Program
-------------	-----------------------

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.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one of the CDBG program’s National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208. (See **Exhibit B** for 2025 income limits)

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: _____
 - Activity Nature and Location: Food Distribution Program providing meals to low income households 4 days a week.

C. 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	312	3750

Unit of activity would equal one CDBG eligible individual served.

D. 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.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2025 and end on the 31st day of May, 2026. The last claim for services rendered must be filed before May 9, 2026.

III. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$20,891.00
Per Unit Accomplishment Amount	\$3.29

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **TWENTY THOUSAND EIGHT HUNDRED NINETY ONE AND 00/100 DOLLARS (\$20,891.00)**. 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. 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.

V. NOTICES

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

Grantee: Anna Killion-Hanson, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Vicki Pierce, Executive Director Community Kitchen 1515 S Rogers Street Bloomington, Indiana 47403 Tel: (812) 332-0999 Fax: N/A
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. 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. Reversion of Assets.

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

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
 - g. “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
 - h. “Monthly Client Profile Form” each month through May 31, 2026;
 - i. Submit performance measurements as required by HUD; and,
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K. (See Exhibit C for Reporting Forms)
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 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:

- June, July, August September, October and November claims must be submitted no later than December 13, 2025.
- December, January and February claims must be submitted no later than March 15, 2026.
- March, April and May claims must be submitted no later than May 9, 2026.

If the Subrecipient failed 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 into 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.

VIII. 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, and Executive Order 11063.
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, marital/familial status, or status with regard to public assistance. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

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

B. Equal Employment

EEO 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 Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. 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 D**, 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. (See **Exhibit E** for Anti-Lobbying Certification)
5. Religious Organization. Faith-based organizations may be subrecipients of funds on the same basis as any other 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).

IX. 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; 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. **Unique Entity Identifier (UEI)**

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

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

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

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

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

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

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the 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.

D. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated Grantee's responsibilities for initiating the review process

under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

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

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

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

X. POLICY REQUIREMENTS

Subrecipient does not have any programs or policies that violate local, state, or federal laws and regulations. New policy requirements, developed to conform with 2025 executive orders and updated policy interpretations are included in this Agreement as **Addendum #1 - Policy Requirements**. Addendum #1 is an affidavit, signed by the Subrecipient, acknowledging these new contractual obligations and it is incorporated into this Grant Agreement by reference.

XI. 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.

BLOOMINGTON REDEVELOPMENT COMMISSION:

Deborah Myerson, President

Date: _____

John West, Secretary

Date: _____

COMMUNITY KITCHEN OF MONROE COUNTY, INC.

Vicki Pierce, Executive Director

Date: _____

ADDENDUM #1 - POLICY REQUIREMENTS

If applicable:

1. The Subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.
2. The Subrecipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the City of Bloomington's payment decisions for purposes of 3729(b)(4) of Title 31, United States Code.
3. The Subrecipient certifies that it does not operate any programs that violate applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.
4. The Subrecipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.
5. The Subrecipient understands that this grant agreement shall not be governed by Executive Orders revoked by E.O. 14154 (including E.O. 14008).
6. The Subrecipient shall administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
7. No Subrecipient may use this funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Subrecipient understands that the city of Bloomington, as a Grantee, will use SAVE or an equivalent verification system to prevent any federal public benefit from being provided to an ineligible alien.
9. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

ATTESTATION:

I hereby affirm that I, _____ from _____ ,
(name) (organization)

Am aware of these contractual requirements and that the City, should it find any lack of compliance with the above provisions, can immediately and without equivocation terminate this agreement and any obligation contained therein.

By: _____

Title _____



**CITY OF
BLOOMINGTON**
HOUSING AND NEIGHBORHOOD DEVELOPMENT

Community Development Block Grant (CDBG)

Subrecipient Funding Agreement Exhibits Packet

CDBG 2025 Program Year (Social Services)

Exhibit A	Subrecipient Proposal
Exhibit B	2025 Income Limits
Exhibit C	Reporting Forms (client data; monthly)
Exhibit D	E-verify
Exhibit E	Anti-lobbying

EXHIBIT A

Subrecipient Proposal

EXHIBIT B

2025 Income Limits

FY 2025 Income Limits Summary

FY 2025 Income Limit Area	Median Family Income Click for More Detail	FY 2025 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Bloomington, IN HUD Metro FMR Area	\$110,600	Very Low (50%) Income Limits (\$) Click for More Detail	37,950	43,400	48,800	54,200	58,550	62,900	67,250	71,550
		Extremely Low Income Limits (\$)* Click for More Detail	22,750	26,000	29,250	32,500	37,650	43,150	48,650	54,150
		Low (80%) Income Limits (\$) Click for More Detail	60,700	69,400	78,050	86,700	93,650	100,600	107,550	114,450

EXHIBIT C

Report Forms

EXHIBIT C(1)

Client Information Form for CDBG Funds

IMPORTANT: Please fill out this form only once between June 1, 2025 and May 31, 2026

Our agency receives funding from the City of Bloomington Housing and Neighborhood Development Department through the Community Development Block Grant program. We are required to ask you the following information to be reported to the City. With the exception of household income, this information is used for statistical purposes only and is not used for eligibility, acceptance or approval purposes for the services which you are applying. Please complete the following:

Date: _____

Name: _____

Address: _____

1. I am a female head of household:
Defined as an adult female with dependents and no adult male living permanently in the household. (check one)

- Yes
- No

2. I consider myself to be Hispanic: (check one)

- Yes
- No

3. I consider myself to be: (check one)

- White
- Black/African American
- Asian
- Asian/Pacific Islander
- American Indian/Alaskan Native
- Native Hawaiian/Other Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American & White
- American Indian/Alaskan Native & Black/African American
- Other/Multi-racial

3. My annual household income is: (check one - verification will be required).

1 Person	2 Person	3 Person	4 Person	5 Person
<input type="checkbox"/> Under \$22,750	<input type="checkbox"/> Under \$26,000	<input type="checkbox"/> Under \$29,250	<input type="checkbox"/> Under \$32,500	<input type="checkbox"/> Under \$35,100
<input type="checkbox"/> \$22,751 – 37,950	<input type="checkbox"/> \$26,001 – 43,400	<input type="checkbox"/> \$29,251 – 48,800	<input type="checkbox"/> \$32,501 – 54,200	<input type="checkbox"/> \$35,101 – 58,550
<input type="checkbox"/> \$37,951– 60,700	<input type="checkbox"/> \$43,401 – 69,400	<input type="checkbox"/> \$48,801 – 78,050	<input type="checkbox"/> \$54,201 – 86,700	<input type="checkbox"/> \$58,551 – 93,650
<input type="checkbox"/> over \$60,701	<input type="checkbox"/> over \$69,401	<input type="checkbox"/> over \$78,051	<input type="checkbox"/> over \$86,701	<input type="checkbox"/> over \$93,651

6 Person	7 Person	8 Person
<input type="checkbox"/> Under \$37,700	<input type="checkbox"/> Under \$40,300	<input type="checkbox"/> Under \$42,900
<input type="checkbox"/> \$37,701 – 62,900	<input type="checkbox"/> \$40,301 – 67,250	<input type="checkbox"/> \$42,901 – 71,550
<input type="checkbox"/> \$62,901– 100,600	<input type="checkbox"/> \$67,251 – 107,550	<input type="checkbox"/> \$71,551 – 114,450
<input type="checkbox"/> over \$100,601	<input type="checkbox"/> over \$107,551	<input type="checkbox"/> over \$114,451

Thank you for your cooperation.

EXHIBIT C(2)

City of Bloomington - Housing and Neighborhood Development (HAND)

Project Year-to-Date Reporting Form /Client Profile for CDBG Funding

Agency Name: _____ Reporting Period: _____
 (Month and Year)

Project Name: _____

1. Participant Statistics: *(See attached guidelines)*

AMI Category	New and Unduplicated	
	This Month	Cumulative (ytd)
At or below 30% AMI		
Between 30 – 50% AMI		
Between 50 – 80% AMI		
Totals		

Racial Categories and Ethnic Groups (Exh C)	New and Unduplicated		Total <u>this month</u> that are Hispanic
	This Month	Cumulative (ytd)	
White			
Black/African American			
Asian			
Asian/Pacific Islander			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & Black/African American			
Other/Multi-racial			
Totals			
Female Head of Household			

2. Describe the progress and accomplishments that have been achieved during this reporting period along with appropriate accumulative information for the program year. Attach any supporting narratives and data worksheets, tables or charts which depict this quantitative information:

3. Identify any agency problems or concerns: _____

EXHIBIT C (2) - Instructions

Procedures for tracking data:

At the end of each program year, the City of Bloomington Housing and Neighborhood Development Department (HAND) compiles information from the monthly reports submitted by agencies into summary data that is reported to HUD. This data is used to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) that directly supports grant disbursements made during the program year and is required for all project activities that receive CDBG funds.

1. **Participant Statistics:** Fill in agency name, monthly reporting period and project name.
 - Describe participant statistics: This data is a monthly summary of the information reported on the Client Information Form. Client data should be tracked by the number of people served by the program of which you received grant funds.
 - Please allow the client to determine their racial category and ethnic background.
 - Ethnic groups: People from a variety of racial categories self-identify as Hispanic. HUD is collecting this ethnicity data per each category. Not all clients will easily fit into the limited choices available and may opt for Other/Multi-racial.
 - New and Unduplicated Clients – This month: This is where you report the total number eligible clients (below 80% AMI) you have served during this specific reporting period. For example, if you served four clients who were all new to your service in June and then served nine clients in July but only six were new to your service, on your July report the cumulative total of New and Unduplicated Clients would be ten.
 - New and Unduplicated Clients – Cumulative (ytd): If April is the first month that services are provided, then both monthly and cumulative totals would be the same. For May, the cumulative (ytd) total would be April + May.
2. **Describe progress:** Describe the activity during this reporting period. Examples might include total hours of client services, a description of services provided, how clients might be progressing, etc. This information will be summarized and reported to HUD through the IDIS system.
3. **Identify Any Problems/Concerns:** Describe any problems your agency is having at this time. This may include loss of employees, lack of new client participation, etc. Please note any issues and/or concerns you wish to report to HAND.

Area Median Income Definition and information:

Each year, HUD calculates the area median income (AMI) for every geographic region in the country by using data from the US Census based American Community Survey.

AMI is the midpoint of a region's income distribution, meaning that half of households in a region earn more than the median and half earn less than the median.

A household's income is calculated by its gross income, which is the total income received before taxes and other payroll deductions.

Reminder: Community Development funds can only be used to reimburse for services to city households with income levels at or under 80% Area Median Income (AMI), adjusted for household size. These levels are established by HUD on an annual basis and the pertinent data is on the table below:

HUD data for Bloomington, IN effective date June 1, 2025:

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>
Extremely Low Income (At or below 30% AMI)	\$22,750	\$26,000	\$29,250	\$32,500	\$35,100
Very Low Income (31 – 50 % AMI)	\$37,950	\$43,400	\$48,800	\$54,200	\$58,550
Low-Moderate Income (51 – 80% AMI)	\$60,700	\$69,400	\$78,050	\$86,700	\$93,650

Extremely Low Income: At or below 30% AMI – means an individual or family that has an income that is at or below 30% area median income as established by the U.S. Department of Housing and Development (HUD). For example, a two person household/family gross income annual income would be \$23,850/year or less.

Very Low Income: Between 31-50% AMI – means an individual or family that has an income that is above 30% area median income and at or below 50% area median income. For example, a two person household/family gross annual income would be between \$23,851/year and \$39,750/year.

Low-Moderate Income: Between 51-80% AMI – means an individual or family that has an income that is above 50% area median income and at or below 80% area median income. For example, a two person household/family gross annual income would be between \$43,451/year and \$69,400/year.

ATTACHMENT D-1
(attachment to Exhibit D)
Printout confirming the company's enrollment in E-Verify

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 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.

(2) 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 section 1352, title 31, United States Code. 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.

Organization:

Street address:

City, State, Zip:

CERTIFIED BY:

TITLE:

**25-123
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF 2025 CDBG SOCIAL SERVICES GRANT AGREEMENT
WITH HOOSIER HILLS FOOD BANK**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-25-MC-18-0013 for social services activities; and

WHEREAS, upon approval of this Resolution, the Bloomington Redevelopment Commission is authorizing the City of Bloomington Housing & Neighborhood Development Department to enter into a Community Development Block Grant Agreement with Hoosier Hills Food Bank; and

WHEREAS, funds will be used for the Food Distribution Program; and

WHEREAS, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines in 24 CFR Part 570 to authorize the award of each contract and/or agreement; and

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

WHEREAS, said Agreement has been duly considered.

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

The Community Development Block Grant Funding Agreement for Social Services between the City of Bloomington Housing and Neighborhood Development Department and Hoosier Hills Food Bank for the Food Distribution Program is approved by the Bloomington Redevelopment Commission for an amount not to exceed **Seventeen Thousand One Hundred Forty One and 00/100 Dollars (\$17,141.00)**.

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

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review as required by Part 58 of the Code of Federal Regulations (CFR) and a Notice to Proceed issued by City program staff. The Environmental Review Record (“ERR”) must

be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the Subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this Resolution that begin prior to the completion of the environmental review or to the execution of the funding agreement may be at risk of a choice limited action that jeopardizes project funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION:

Deborah Myerson, President

Date

ATTEST:

John West, Secretary

Date

**SOCIAL SERVICE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
HOOSIER HILLS FOOD BANK
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this _____ day of _____, 2025, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Hoosier Hills Food Bank of Bloomington, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 2333 W Industrial Park Dr., Bloomington, Indiana, 47404 (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; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-25-MC-18-0013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Food Distribution Program during CDBG Year 2025-2026 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 Program:

1. Program Delivery

Activity #1	Food Distribution Program
-------------	---------------------------

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.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one of the CDBG program’s National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208. (See **Exhibit B** for 2025 Income Limits)

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: _____
 - Activity Nature and Location: Food Distribution Program providing food to agencies within Bloomington.

C. 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	43	516

Unit of activity would equal one CDBG eligible individual served.

D. 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.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2025 and end on the 31st day of May, 2026. The last claim for services rendered must be filed before May 9, 2026.

III. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$17,141.00
Per Unit Accomplishment Amount	\$17.26

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **SEVENTEEN THOUSAND ONE HUNDRED FORTY ONE AND 00/100 DOLLARS (\$17,141.00)**. 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. 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.

V. NOTICES

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

<p>Grantee:</p> <p>Anna Killion-Hanson, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582</p>	<p>Subrecipient:</p> <p>Julio Alonso, Executive Director Hoosier Hills Food Bank 2333 W Industrial Park Dr Bloomington, Indiana 47404 Tel: (812) 334-8374 Fax: N/A</p>
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. 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. Reversion of Assets.

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

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent

to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
- g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
- h. "Monthly Client Profile Form" each month through May 31, 2026;
- i. Submit performance measurements as required by HUD; and,
- j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K. (See **Exhibit C** for Reporting Forms)

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 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:

- June, July, August September, October and November claims must be submitted no later than December 13, 2025.
- December, January and February claims must be submitted no later than March 15, 2026.
- March, April and May claims must be submitted no later than May 9, 2026.

If the Subrecipient failed 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 into 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.

VIII. 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, and Executive Order 11063.
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, marital/familial status, or status with regard to public assistance. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient

with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment

EEO 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 Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. 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 D**, 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. (See **Exhibit E** for Anti-Lobbying Certification)

5. **Religious Organization.** Faith-based organizations may be subrecipients for funds on the same basis as any other 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).

IX. 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; 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. **Unique Entity Identifier (UEI)**

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

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

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

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

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

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

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the 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.

D. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

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

of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

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

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

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

X. POLICY REQUIREMENTS

Subrecipient shall not have any programs or policies that violate local, state, or federal laws and regulations. New policy requirements, developed to conform with 2025 executive orders and updated interpretations, are included in this Agreement as **Addendum #1 – Policy Requirements**. Addendum #1 is an affidavit to be signed by the Subrecipient acknowledging these new contract requirements and is incorporated into this Agreement by reference.

XI. 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.

Bloomington Redevelopment Commission

Deborah Myerson, President

Date: _____

John West, Secretary

Date: _____

Hoosier Hills Food Bank

Julio Alonso, Executive Director

Date: _____

ADDENDUM #1 - POLICY REQUIREMENTS

If applicable:

am aware of the above contractual requirements and that the City, should it find any lack of compliance with the above provisions, can immediately and without equivocation terminate this Agreement and any obligation contained therein.

By: _____

Title _____



**CITY OF
BLOOMINGTON**
HOUSING AND NEIGHBORHOOD DEVELOPMENT

Community Development Block Grant (CDBG)

Subrecipient Funding Agreement Exhibits Packet

CDBG 2025 Program Year (Social Services)

Exhibit A	Subrecipient Proposal
Exhibit B	2025 Income Limits
Exhibit C	Reporting Forms (client data; monthly)
Exhibit D	E-verify
Exhibit E	Anti-lobbying

EXHIBIT A

Subrecipient Proposal

EXHIBIT B

2025 Income Limits

FY 2025 Income Limits Summary

FY 2025 Income Limit Area	Median Family Income Click for More Detail	FY 2025 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Bloomington, IN HUD Metro FMR Area	\$110,600	Very Low (50%) Income Limits (\$) Click for More Detail	37,950	43,400	48,800	54,200	58,550	62,900	67,250	71,550
		Extremely Low Income Limits (\$)* Click for More Detail	22,750	26,000	29,250	32,500	37,650	43,150	48,650	54,150
		Low (80%) Income Limits (\$) Click for More Detail	60,700	69,400	78,050	86,700	93,650	100,600	107,550	114,450

EXHIBIT C

Report Forms

EXHIBIT C(1)

Client Information Form for CDBG Funds

IMPORTANT: Please fill out this form only once between June 1, 2025 and May 31, 2026

Our agency receives funding from the City of Bloomington Housing and Neighborhood Development Department through the Community Development Block Grant program. We are required to ask you the following information to be reported to the City. With the exception of household income, this information is used for statistical purposes only and is not used for eligibility, acceptance or approval purposes for the services which you are applying. Please complete the following:

Date: _____

Name: _____

Address: _____

1. I am a female head of household:
Defined as an adult female with dependents and no adult male living permanently in the household. (check one)

- Yes
- No

2. I consider myself to be Hispanic: (check one)

- Yes
- No

3. I consider myself to be: (check one)

- White
- Black/African American
- Asian
- Asian/Pacific Islander
- American Indian/Alaskan Native
- Native Hawaiian/Other Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American & White
- American Indian/Alaskan Native & Black/African American
- Other/Multi-racial

3. My annual household income is: (check one - verification will be required).

1 Person	2 Person	3 Person	4 Person	5 Person
<input type="checkbox"/> Under \$22,750	<input type="checkbox"/> Under \$26,000	<input type="checkbox"/> Under \$29,250	<input type="checkbox"/> Under \$32,500	<input type="checkbox"/> Under \$35,100
<input type="checkbox"/> \$22,751 – 37,950	<input type="checkbox"/> \$26,001 – 43,400	<input type="checkbox"/> \$29,251 – 48,800	<input type="checkbox"/> \$32,501 – 54,200	<input type="checkbox"/> \$35,101 – 58,550
<input type="checkbox"/> \$37,951– 60,700	<input type="checkbox"/> \$43,401 – 69,400	<input type="checkbox"/> \$48,801 – 78,050	<input type="checkbox"/> \$54,201 – 86,700	<input type="checkbox"/> \$58,551 – 93,650
<input type="checkbox"/> over \$60,701	<input type="checkbox"/> over \$69,401	<input type="checkbox"/> over \$78,051	<input type="checkbox"/> over \$86,701	<input type="checkbox"/> over \$93,651

6 Person	7 Person	8 Person
<input type="checkbox"/> Under \$37,700	<input type="checkbox"/> Under \$40,300	<input type="checkbox"/> Under \$42,900
<input type="checkbox"/> \$37,701 – 62,900	<input type="checkbox"/> \$40,301 – 67,250	<input type="checkbox"/> \$42,901 – 71,550
<input type="checkbox"/> \$62,901– 100,600	<input type="checkbox"/> \$67,251 – 107,550	<input type="checkbox"/> \$71,551 – 114,450
<input type="checkbox"/> over \$100,601	<input type="checkbox"/> over \$107,551	<input type="checkbox"/> over \$114,451

Thank you for your cooperation.

EXHIBIT C(2)

City of Bloomington - Housing and Neighborhood Development (HAND)

Project Year-to-Date Reporting Form /Client Profile for CDBG Funding

Agency Name: _____ Reporting Period: _____
 (Month and Year)

Project Name: _____

1. Participant Statistics: *(See attached guidelines)*

AMI Category	New and Unduplicated	
	This Month	Cumulative (ytd)
At or below 30% AMI		
Between 30 – 50% AMI		
Between 50 – 80% AMI		
Totals		

Racial Categories and Ethnic Groups (Exh C)	New and Unduplicated		Total <u>this month</u> that are Hispanic
	This Month	Cumulative (ytd)	
White			
Black/African American			
Asian			
Asian/Pacific Islander			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & Black/African American			
Other/Multi-racial			
Totals			
Female Head of Household			

2. Describe the progress and accomplishments that have been achieved during this reporting period along with appropriate accumulative information for the program year. Attach any supporting narratives and data worksheets, tables or charts which depict this quantitative information:

3. Identify any agency problems or concerns: _____

EXHIBIT C (2) - Instructions

Procedures for tracking data:

At the end of each program year, the City of Bloomington Housing and Neighborhood Development Department (HAND) compiles information from the monthly reports submitted by agencies into summary data that is reported to HUD. This data is used to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) that directly supports grant disbursements made during the program year and is required for all project activities that receive CDBG funds.

1. **Participant Statistics:** Fill in agency name, monthly reporting period and project name.
 - Describe participant statistics: This data is a monthly summary of the information reported on the Client Information Form. Client data should be tracked by the number of people served by the program of which you received grant funds.
 - Please allow the client to determine their racial category and ethnic background.
 - Ethnic groups: People from a variety of racial categories self-identify as Hispanic. HUD is collecting this ethnicity data per each category. Not all clients will easily fit into the limited choices available and may opt for Other/Multi-racial.
 - New and Unduplicated Clients – This month: This is where you report the total number eligible clients (below 80% AMI) you have served during this specific reporting period. For example, if you served four clients who were all new to your service in June and then served nine clients in July but only six were new to your service, on your July report the cumulative total of New and Unduplicated Clients would be ten.
 - New and Unduplicated Clients – Cumulative (ytd): If April is the first month that services are provided, then both monthly and cumulative totals would be the same. For May, the cumulative (ytd) total would be April + May.
2. **Describe progress:** Describe the activity during this reporting period. Examples might include total hours of client services, a description of services provided, how clients might be progressing, etc. This information will be summarized and reported to HUD through the IDIS system.
3. **Identify Any Problems/Concerns:** Describe any problems your agency is having at this time. This may include loss of employees, lack of new client participation, etc. Please note any issues and/or concerns you wish to report to HAND.

Area Median Income Definition and information:

Each year, HUD calculates the area median income (AMI) for every geographic region in the country by using data from the US Census based American Community Survey.

AMI is the midpoint of a region's income distribution, meaning that half of households in a region earn more than the median and half earn less than the median.

A household's income is calculated by its gross income, which is the total income received before taxes and other payroll deductions.

Reminder: Community Development funds can only be used to reimburse for services to city households with income levels at or under 80% Area Median Income (AMI), adjusted for household size. These levels are established by HUD on an annual basis and the pertinent data is on the table below:

HUD data for Bloomington, IN effective date June 1, 2025:

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>
Extremely Low Income (At or below 30% AMI)	\$22,750	\$26,000	\$29,250	\$32,500	\$35,100
Very Low Income (31 – 50 % AMI)	\$37,950	\$43,400	\$48,800	\$54,200	\$58,550
Low-Moderate Income (51 – 80% AMI)	\$60,700	\$69,400	\$78,050	\$86,700	\$93,650

Extremely Low Income: At or below 30% AMI – means an individual or family that has an income that is at or below 30% area median income as established by the U.S. Department of Housing and Development (HUD). For example, a two person household/family gross income annual income would be \$23,850/year or less.

Very Low Income: Between 31-50% AMI – means an individual or family that has an income that is above 30% area median income and at or below 50% area median income. For example, a two person household/family gross annual income would be between \$23,851/year and \$39,750/year.

Low-Moderate Income: Between 51-80% AMI – means an individual or family that has an income that is above 50% area median income and at or below 80% area median income. For example, a two person household/family gross annual income would be between \$43,451/year and \$69,400/year.

ATTACHMENT D-1
(attachment to Exhibit D)
Printout confirming the company's enrollment in E-Verify

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 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.

(2) 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 section 1352, title 31, United States Code. 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.

Organization:

Street address:

City, State, Zip:

CERTIFIED BY:

TITLE:

**25-124
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF 2025 CDBG SOCIAL SERVICES GRANT AGREEMENT
WITH MOTHER HUBBARD’S CUPBOARD, INC.**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-25-MC-18-0013 for social services activities; and

WHEREAS, upon approval of this Resolution, the Bloomington Redevelopment Commission is authorizing the City of Bloomington Housing & Neighborhood Development Department to enter into a Community Development Block Grant Agreement with Mother Hubbard’s Cupboard, Inc.; and

WHEREAS, funds will be used for the Food Pantry Program; and

WHEREAS, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines in 24 CFR Part 570 to authorize the award of each contract and/or agreement; and

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

WHEREAS, said Agreement has been duly considered.

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

The Community Development Block Grant Funding Agreement for Social Services between the City of Bloomington Housing and Neighborhood Development Department and Mother Hubbard’s Cupboard for the Food Pantry Program is approved by the Bloomington Redevelopment Commission for an amount not to exceed **Seventeen Thousand One Hundred Forty One and 00/100 Dollars (\$17,141.00)**.

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

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review as required by Part 58 of the Code of Federal Regulations (CFR) and a Notice to Proceed issued by City program staff. The Environmental Review Record (“ERR”) must

be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the Subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this Resolution that begin prior to the completion of the environmental review or to the execution of the funding agreement may be at risk of a choice limited action that jeopardizes project funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

Date

ATTEST:

John West, Secretary

Date

**SOCIAL SERVICE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
MOTHER HUBBARD’S CUPBOARD, INC.
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this _____ day of _____, 2025, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Mother Hubbard’s Cupboard, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1100 W Allen St., Bloomington, Indiana, 47403 (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; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-25-MC-18-0013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Food Pantry Program during CDBG Year 2025-2026 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 Program:

1. Program Delivery

Activity #1	Food Pantry Program
-------------	---------------------

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.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one of the CDBG program’s National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208. (See **Exhibit B** for 2025 Income Limits)

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: _____

Activity Nature and Location: Food Pantry Program to provide food to low income households.

C. 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	43	516

Unit of activity would equal one CDBG eligible individual served.

D. 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.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2025 and end on the 31st day of May, 2026. The last claim for services rendered must be filed before May 9, 2026.

III. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$17,141.00
Per Unit Accomplishment Amount	\$17.26

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **Seventeen Thousand One Hundred Forty One and 00/100 Dollars (\$17,141.00)**. 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. 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.

V. NOTICES

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

Grantee: Anna Killion-Hanson, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Megan Betz, Executive Director Mother Hubbard's Cupboard 1100 W Allen St Bloomington, Indiana 47403 Tel: (812) 339-5887 Fax: N/A
--	--

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.

VI. 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. Reversion of Assets.

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

VII. 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 Principals for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are

pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
- g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
- h. "Monthly Client Profile Form" each month through May 31, 2026;
- i. Submit performance measurements as required by HUD; and,
- j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K. (See **Exhibit C** for Reporting Forms)

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 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:

- June, July, August September, October and November claims must be submitted no later than December 13, 2025.
- December, January and February claims must be submitted no later than March 15, 2026.
- March, April and May claims must be submitted no later than May 9, 2026.

If the Subrecipient failed 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 into 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.

VIII. 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, and Executive Order 11063.
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, marital/familial status, or status with regard to public assistance. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient

with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment

EEO 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 Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. 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 D**, 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. (See **Exhibit E** for Anti-Lobbying Certification)

5. **Religious Organization.** Faith-based organizations may be subrecipients for funds on the same basis as any other 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).

IX. 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; 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. **Unique Entity Identifier (UEI)**

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

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

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

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

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

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

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the 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.

D. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

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

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

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

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

X. POLICY REQUIREMENTS

Subrecipient shall not have any programs or policies that violate local, state, or federal laws and regulations. New requirements, developed to conform with 2025 executive orders and updated interpretations, are included in this Agreement as **Addendum #1 – Policy Requirements**. Addendum #1 is an affidavit to be signed by the Subrecipient acknowledging these new contractual requirements and are incorporated into this Agreement by reference.

XI. 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.

Bloomington Redevelopment Commission

Deborah Myerson, President

Date: _____

John West, Secretary

Date: _____

Mother Hubbard's Cupboard, Inc.

Megan Betz, Executive Director

Date: _____

ADDENDUM #1 - POLICY REQUIREMENTS

If applicable:

1. The Subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.
2. The Subrecipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the City of Bloomington's payment decisions for purposes of 3729(b)(4) of title 31, United States Code.
3. The Subrecipient certifies that it does not operate any programs that violate applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.
4. The Subrecipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.
5. The Subrecipient understands that this grant agreement shall not be governed by Executive Orders revoked by E.O. 14154 (including E.O. 14008).
6. The Subrecipient shall administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
7. No Subrecipient may use this funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Subrecipient understands that the city of Bloomington, as a Grantee, will use SAVE or an equivalent verification system to prevent any Federal public benefit from being provided to an ineligible alien.
9. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

ATTESTATION:

I hereby affirm that I, _____ from _____ ,
(name) (organization)

am aware of the above grant requirements and that the City, should it find any lack of compliance with the above provisions, can immediately and without equivocation terminate this Agreement and any obligation contained therein.

By: _____

Title _____



CITY OF
BLOOMINGTON

HOUSING AND NEIGHBORHOOD DEVELOPMENT

Community Development Block Grant (CDBG)

Subrecipient Funding Agreement Exhibits Packet

CDBG 2025 Program Year (Social Services)

Exhibit A	Subrecipient Proposal
Exhibit B	2025 Income Limits
Exhibit C	Reporting Forms (client data; monthly)
Exhibit D	E-verify
Exhibit E	Anti-lobbying

EXHIBIT A

Subrecipient Proposal

EXHIBIT B

2025 Income Limits

FY 2025 Income Limits Summary

FY 2025 Income Limit Area	Median Family Income Click for More Detail	FY 2025 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Bloomington, IN HUD Metro FMR Area	\$110,600	Very Low (50%) Income Limits (\$) Click for More Detail	37,950	43,400	48,800	54,200	58,550	62,900	67,250	71,550
		Extremely Low Income Limits (\$)* Click for More Detail	22,750	26,000	29,250	32,500	37,650	43,150	48,650	54,150
		Low (80%) Income Limits (\$) Click for More Detail	60,700	69,400	78,050	86,700	93,650	100,600	107,550	114,450

EXHIBIT C

Report Forms

EXHIBIT C(1)

Client Information Form for CDBG Funds

IMPORTANT: Please fill out this form only once between June 1, 2025 and May 31, 2026

Our agency receives funding from the City of Bloomington Housing and Neighborhood Development Department through the Community Development Block Grant program. We are required to ask you the following information to be reported to the City. With the exception of household income, this information is used for statistical purposes only and is not used for eligibility, acceptance or approval purposes for the services which you are applying. Please complete the following:

Date: _____

Name: _____

Address: _____

1. I am a female head of household:
Defined as an adult female with dependents and no adult male living permanently in the household. (check one)

- Yes
- No

2. I consider myself to be Hispanic: (check one)

- Yes
- No

3. I consider myself to be: (check one)

- White
- Black/African American
- Asian
- Asian/Pacific Islander
- American Indian/Alaskan Native
- Native Hawaiian/Other Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American & White
- American Indian/Alaskan Native & Black/African American
- Other/Multi-racial

3. My annual household income is: (check one - verification will be required).

1 Person	2 Person	3 Person	4 Person	5 Person
<input type="checkbox"/> Under \$22,750	<input type="checkbox"/> Under \$26,000	<input type="checkbox"/> Under \$29,250	<input type="checkbox"/> Under \$32,500	<input type="checkbox"/> Under \$35,100
<input type="checkbox"/> \$22,751 – 37,950	<input type="checkbox"/> \$26,001 – 43,400	<input type="checkbox"/> \$29,251 – 48,800	<input type="checkbox"/> \$32,501 – 54,200	<input type="checkbox"/> \$35,101 – 58,550
<input type="checkbox"/> \$37,951– 60,700	<input type="checkbox"/> \$43,401 – 69,400	<input type="checkbox"/> \$48,801 – 78,050	<input type="checkbox"/> \$54,201 – 86,700	<input type="checkbox"/> \$58,551 – 93,650
<input type="checkbox"/> over \$60,701	<input type="checkbox"/> over \$69,401	<input type="checkbox"/> over \$78,051	<input type="checkbox"/> over \$86,701	<input type="checkbox"/> over \$93,651

6 Person	7 Person	8 Person
<input type="checkbox"/> Under \$37,700	<input type="checkbox"/> Under \$40,300	<input type="checkbox"/> Under \$42,900
<input type="checkbox"/> \$37,701 – 62,900	<input type="checkbox"/> \$40,301 – 67,250	<input type="checkbox"/> \$42,901 – 71,550
<input type="checkbox"/> \$62,901– 100,600	<input type="checkbox"/> \$67,251 – 107,550	<input type="checkbox"/> \$71,551 – 114,450
<input type="checkbox"/> over \$100,601	<input type="checkbox"/> over \$107,551	<input type="checkbox"/> over \$114,451

Thank you for your cooperation.

EXHIBIT C(2)

City of Bloomington - Housing and Neighborhood Development (HAND)

Project Year-to-Date Reporting Form /Client Profile for CDBG Funding

Agency Name: _____ Reporting Period: _____
 (Month and Year)

Project Name: _____

1. Participant Statistics: *(See attached guidelines)*

AMI Category	New and Unduplicated	
	This Month	Cumulative (ytd)
At or below 30% AMI		
Between 30 – 50% AMI		
Between 50 – 80% AMI		
Totals		

Racial Categories and Ethnic Groups (Exh C)	New and Unduplicated		Total <u>this month</u> that are Hispanic
	This Month	Cumulative (ytd)	
White			
Black/African American			
Asian			
Asian/Pacific Islander			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & Black/African American			
Other/Multi-racial			
Totals			
Female Head of Household			

2. Describe the progress and accomplishments that have been achieved during this reporting period along with appropriate accumulative information for the program year. Attach any supporting narratives and data worksheets, tables or charts which depict this quantitative information:

3. Identify any agency problems or concerns: _____

EXHIBIT C (2) - Instructions

Procedures for tracking data:

At the end of each program year, the City of Bloomington Housing and Neighborhood Development Department (HAND) compiles information from the monthly reports submitted by agencies into summary data that is reported to HUD. This data is used to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) that directly supports grant disbursements made during the program year and is required for all project activities that receive CDBG funds.

1. **Participant Statistics:** Fill in agency name, monthly reporting period and project name.
 - Describe participant statistics: This data is a monthly summary of the information reported on the Client Information Form. Client data should be tracked by the number of people served by the program of which you received grant funds.
 - Please allow the client to determine their racial category and ethnic background.
 - Ethnic groups: People from a variety of racial categories self-identify as Hispanic. HUD is collecting this ethnicity data per each category. Not all clients will easily fit into the limited choices available and may opt for Other/Multi-racial.
 - New and Unduplicated Clients – This month: This is where you report the total number eligible clients (below 80% AMI) you have served during this specific reporting period. For example, if you served four clients who were all new to your service in June and then served nine clients in July but only six were new to your service, on your July report the cumulative total of New and Unduplicated Clients would be ten.
 - New and Unduplicated Clients – Cumulative (ytd): If April is the first month that services are provided, then both monthly and cumulative totals would be the same. For May, the cumulative (ytd) total would be April + May.
2. **Describe progress:** Describe the activity during this reporting period. Examples might include total hours of client services, a description of services provided, how clients might be progressing, etc. This information will be summarized and reported to HUD through the IDIS system.
3. **Identify Any Problems/Concerns:** Describe any problems your agency is having at this time. This may include loss of employees, lack of new client participation, etc. Please note any issues and/or concerns you wish to report to HAND.

Area Median Income Definition and information:

Each year, HUD calculates the area median income (AMI) for every geographic region in the country by using data from the US Census based American Community Survey.

AMI is the midpoint of a region's income distribution, meaning that half of households in a region earn more than the median and half earn less than the median.

A household's income is calculated by its gross income, which is the total income received before taxes and other payroll deductions.

Reminder: Community Development funds can only be used to reimburse for services to city households with income levels at or under 80% Area Median Income (AMI), adjusted for household size. These levels are established by HUD on an annual basis and the pertinent data is on the table below:

HUD data for Bloomington, IN effective date June 1, 2025:

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>
Extremely Low Income (At or below 30% AMI)	\$22,750	\$26,000	\$29,250	\$32,500	\$35,100
Very Low Income (31 – 50 % AMI)	\$37,950	\$43,400	\$48,800	\$54,200	\$58,550
Low-Moderate Income (51 – 80% AMI)	\$60,700	\$69,400	\$78,050	\$86,700	\$93,650

Extremely Low Income: At or below 30% AMI – means an individual or family that has an income that is at or below 30% area median income as established by the U.S. Department of Housing and Development (HUD). For example, a two person household/family gross income annual income would be \$23,850/year or less.

Very Low Income: Between 31-50% AMI – means an individual or family that has an income that is above 30% area median income and at or below 50% area median income. For example, a two person household/family gross annual income would be between \$23,851/year and \$39,750/year.

Low-Moderate Income: Between 51-80% AMI – means an individual or family that has an income that is above 50% area median income and at or below 80% area median income. For example, a two person household/family gross annual income would be between \$43,451/year and \$69,400/year.

ATTACHMENT D-1
(attachment to Exhibit D)
Printout confirming the company's enrollment in E-Verify

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 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.

(2) 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 section 1352, title 31, United States Code. 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.

Organization:

Street address:

City, State, Zip:

CERTIFIED BY:

TITLE:

**25-125
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF 2025 CDBG SOCIAL SERVICES GRANT AGREEMENT
WITH MIDDLE WAY HOUSE, INC.**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-25-MC-18-0013 for social services activities; and

WHEREAS, upon approval of this Resolution, the Bloomington Redevelopment Commission is authorizing the City of Bloomington Housing & Neighborhood Development Department to enter into a Community Development Block Grant Agreement with Middle Way House, Inc.; and

WHEREAS, funds will be used for the New Wings Emergency Shelter Program; and

WHEREAS, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines in 24 CFR Part 570 to authorize the award of each contract and/or agreement; and

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

WHEREAS, said Agreement has been duly considered.

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

The Community Development Block Grant Funding Agreement for Social Services between the City of Bloomington Housing and Neighborhood Development Department and Middle Way House, Inc. for the New Wings Emergency Shelter Program is approved by the Bloomington Redevelopment Commission for an amount not to exceed **Eleven Thousand Seven Hundred Sixty Six and 00/100 Dollars (\$11,766.00)**.

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

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review as required by Part 58 of the Code of Federal Regulations (CFR) and a Notice to Proceed issued by City program staff. The Environmental Review Record (“ERR”) must

be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the Subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this Resolution that begin prior to the completion of the environmental review or to the execution of the funding agreement may be at risk of a choice limited action that jeopardizes project funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION:

Deborah Myerson, President

Date

ATTEST:

John West, Secretary

Date

SOCIAL SERVICE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
MIDDLE WAY HOUSE
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON

THIS AGREEMENT, entered into this _____ day of _____, 2025, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Middle Way House, Inc. of Bloomington, 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, 47404 (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; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-25-MC-18-0013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its New Wings Emergency Shelter Program during CDBG Year 2025-2026 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 Program:

1. Program Delivery

Activity #1	New Wings Emergency 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.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one of the CDBG program’s National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208. (See **Exhibit B** for 2025 Income Limits)

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: _____
 - Activity Nature and Location: Emergency Shelter for those displaced by domestic violence.

C. 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	18	220

Unit of activity would equal one CDBG eligible individual served.

D. 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.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2025 and end on the 31st day of May, 2026. The last claim for services rendered must be filed before May 9, 2026.

III. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$11,766.00
Per Unit Accomplishment Amount	\$53.48

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **ELEVEN THOUSAND SEVEN HUNDRED SIXTY SIX AND 00/100 DOLLARS (\$11,766.00)**. 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. 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.

V. NOTICES

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

<p>Grantee:</p> <p>Anna Killion-Hanson, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582</p>	<p>Subrecipient:</p> <p>Carrie Stillions, Executive Director Middle Way House 338 S Washington Street Bloomington, Indiana 47404 Tel: (812) 336-0846 Fax: N/A</p>
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. 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. Reversion of Assets.

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

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
 - g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
 - h. "Monthly Client Profile Form" each month through May 31, 2026;
 - i. Submit performance measurements as required by HUD; and,
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K. (See Exhibit C for Reporting Forms)
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 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:

- June, July, August September, October and November claims must be submitted no later than December 13, 2025.
- December, January and February claims must be submitted no later than March 15, 2026.
- March, April and May claims must be submitted no later than May 9, 2026.

If the Subrecipient failed 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 into 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.

VIII. 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, and Executive Order 11063.
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, marital/familial status, or status with regard to public assistance. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient

with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment

EEO 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 Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. 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 D**, 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. (See **Exhibit E** for Anti-Lobbyist Certification)

5. **Religious Organization.** Faith-based organizations may be subrecipients for funds on the same basis as any other 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).

IX. 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; 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. **Unique Entity Identifier (UEI)**

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

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

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

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

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

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

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the 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.

D. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

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

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

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

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

X. POLICY REQUIREMENTS

Subrecipient shall not have any programs or policies that violate local, state, or federal laws and regulations. New requirements, developed to conform with 2025 executive orders and new interpretations, are included in this Agreement as **Addendum #1 – Policy Requirements**. Addendum #1 is an affidavit to be signed by the Subrecipient acknowledging these new contractual requirements and is incorporated into this contract by reference.

XI. 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.

Bloomington Redevelopment Commission

Deborah Myerson, President

Date: _____

John West, Secretary

Date: _____

Middle Way House, Inc.

Carrie Stillions, Executive Director

Date: _____

ADDENDUM #1 - POLICY REQUIREMENTS

If applicable:

1. The Subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

2. The Subrecipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the City of Bloomington's payment decisions for purposes of 3729(b)(4) of title 31, United States Code.

3. The Subrecipient certifies that it does not operate any programs that violate applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

4. The Subrecipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.

5. The Subrecipient understands that this grant agreement shall not be governed by Executive Orders revoked by E.O. 14154 (including E.O. 14008).

6. The Subrecipient shall administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No Subrecipient may use this funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Subrecipient understands that the city of Bloomington, as a Grantee, will use SAVE or an equivalent verification system to prevent any Federal public benefit from being provided to an ineligible alien.

9. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

ATTESTATION:

I hereby affirm that I, _____ from _____ ,
(name) (organization)

am aware of the above contractual requirements and that the City, should it find any lack of compliance with the above provisions, can immediately and without equivocation terminate this Agreement and any obligation contained therein.

By: _____

Title _____



CITY OF
BLOOMINGTON

HOUSING AND NEIGHBORHOOD DEVELOPMENT

Community Development Block Grant (CDBG)

Subrecipient Funding Agreement Exhibits Packet

CDBG 2025 Program Year (Social Services)

Exhibit A	Subrecipient Proposal
Exhibit B	2025 Income Limits
Exhibit C	Reporting Forms (client data; monthly)
Exhibit D	E-verify
Exhibit E	Anti-lobbying

EXHIBIT A

Subrecipient Proposal

EXHIBIT B

2025 Income Limits

FY 2025 Income Limits Summary

FY 2025 Income Limit Area	Median Family Income Click for More Detail	FY 2025 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Bloomington, IN HUD Metro FMR Area	\$110,600	Very Low (50%) Income Limits (\$) Click for More Detail	37,950	43,400	48,800	54,200	58,550	62,900	67,250	71,550
		Extremely Low Income Limits (\$)* Click for More Detail	22,750	26,000	29,250	32,500	37,650	43,150	48,650	54,150
		Low (80%) Income Limits (\$) Click for More Detail	60,700	69,400	78,050	86,700	93,650	100,600	107,550	114,450

EXHIBIT C

Report Forms

EXHIBIT C(1)

Client Information Form for CDBG Funds

IMPORTANT: Please fill out this form only once between June 1, 2025 and May 31, 2026

Our agency receives funding from the City of Bloomington Housing and Neighborhood Development Department through the Community Development Block Grant program. We are required to ask you the following information to be reported to the City. With the exception of household income, this information is used for statistical purposes only and is not used for eligibility, acceptance or approval purposes for the services which you are applying. Please complete the following:

Date: _____

Name: _____

Address: _____

1. I am a female head of household:
Defined as an adult female with dependents and no adult male living permanently in the household. (check one)

- Yes
- No

2. I consider myself to be Hispanic:
(check one)

- Yes
- No

3. I consider myself to be: (check one)

- White
- Black/African American
- Asian
- Asian/Pacific Islander
- American Indian/Alaskan Native
- Native Hawaiian/Other Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American & White
- American Indian/Alaskan Native & Black/African American
- Other/Multi-racial

3. My annual household income is: (check one - verification will be required).

1 Person	2 Person	3 Person	4 Person	5 Person
<input type="checkbox"/> Under \$22,750	<input type="checkbox"/> Under \$26,000	<input type="checkbox"/> Under \$29,250	<input type="checkbox"/> Under \$32,500	<input type="checkbox"/> Under \$35,100
<input type="checkbox"/> \$22,751 – 37,950	<input type="checkbox"/> \$26,001 – 43,400	<input type="checkbox"/> \$29,251 – 48,800	<input type="checkbox"/> \$32,501 – 54,200	<input type="checkbox"/> \$35,101 – 58,550
<input type="checkbox"/> \$37,951– 60,700	<input type="checkbox"/> \$43,401 – 69,400	<input type="checkbox"/> \$48,801 – 78,050	<input type="checkbox"/> \$54,201 – 86,700	<input type="checkbox"/> \$58,551 – 93,650
<input type="checkbox"/> over \$60,701	<input type="checkbox"/> over \$69,401	<input type="checkbox"/> over \$78,051	<input type="checkbox"/> over \$86,701	<input type="checkbox"/> over \$93,651

6 Person	7 Person	8 Person
<input type="checkbox"/> Under \$37,700	<input type="checkbox"/> Under \$40,300	<input type="checkbox"/> Under \$42,900
<input type="checkbox"/> \$37,701 – 62,900	<input type="checkbox"/> \$40,301 – 67,250	<input type="checkbox"/> \$42,901 – 71,550
<input type="checkbox"/> \$62,901– 100,600	<input type="checkbox"/> \$67,251 – 107,550	<input type="checkbox"/> \$71,551 – 114,450
<input type="checkbox"/> over \$100,601	<input type="checkbox"/> over \$107,551	<input type="checkbox"/> over \$114,451

Thank you for your cooperation.

EXHIBIT C(2)

City of Bloomington - Housing and Neighborhood Development (HAND)

Project Year-to-Date Reporting Form /Client Profile for CDBG Funding

Agency Name: _____ Reporting Period: _____
 (Month and Year)

Project Name: _____

1. Participant Statistics: *(See attached guidelines)*

AMI Category	New and Unduplicated	
	This Month	Cumulative (ytd)
At or below 30% AMI		
Between 30 – 50% AMI		
Between 50 – 80% AMI		
Totals		

Racial Categories and Ethnic Groups (Exh C)	New and Unduplicated		Total <u>this month</u> that are Hispanic
	This Month	Cumulative (ytd)	
White			
Black/African American			
Asian			
Asian/Pacific Islander			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & Black/African American			
Other/Multi-racial			
Totals			
Female Head of Household			

2. Describe the progress and accomplishments that have been achieved during this reporting period along with appropriate accumulative information for the program year. Attach any supporting narratives and data worksheets, tables or charts which depict this quantitative information:

3. Identify any agency problems or concerns: _____

EXHIBIT C (2) - Instructions

Procedures for tracking data:

At the end of each program year, the City of Bloomington Housing and Neighborhood Development Department (HAND) compiles information from the monthly reports submitted by agencies into summary data that is reported to HUD. This data is used to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) that directly supports grant disbursements made during the program year and is required for all project activities that receive CDBG funds.

1. **Participant Statistics:** Fill in agency name, monthly reporting period and project name.
 - Describe participant statistics: This data is a monthly summary of the information reported on the Client Information Form. Client data should be tracked by the number of people served by the program of which you received grant funds.
 - Please allow the client to determine their racial category and ethnic background.
 - Ethnic groups: People from a variety of racial categories self-identify as Hispanic. HUD is collecting this ethnicity data per each category. Not all clients will easily fit into the limited choices available and may opt for Other/Multi-racial.
 - New and Unduplicated Clients – This month: This is where you report the total number eligible clients (below 80% AMI) you have served during this specific reporting period. For example, if you served four clients who were all new to your service in June and then served nine clients in July but only six were new to your service, on your July report the cumulative total of New and Unduplicated Clients would be ten.
 - New and Unduplicated Clients – Cumulative (ytd): If April is the first month that services are provided, then both monthly and cumulative totals would be the same. For May, the cumulative (ytd) total would be April + May.
2. **Describe progress:** Describe the activity during this reporting period. Examples might include total hours of client services, a description of services provided, how clients might be progressing, etc. This information will be summarized and reported to HUD through the IDIS system.
3. **Identify Any Problems/Concerns:** Describe any problems your agency is having at this time. This may include loss of employees, lack of new client participation, etc. Please note any issues and/or concerns you wish to report to HAND.

Area Median Income Definition and information:

Each year, HUD calculates the area median income (AMI) for every geographic region in the country by using data from the US Census based American Community Survey.

AMI is the midpoint of a region's income distribution, meaning that half of households in a region earn more than the median and half earn less than the median.

A household's income is calculated by its gross income, which is the total income received before taxes and other payroll deductions.

Reminder: Community Development funds can only be used to reimburse for services to city households with income levels at or under 80% Area Median Income (AMI), adjusted for household size. These levels are established by HUD on an annual basis and the pertinent data is on the table below:

HUD data for Bloomington, IN effective date June 1, 2025:

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>
Extremely Low Income (At or below 30% AMI)	\$22,750	\$26,000	\$29,250	\$32,500	\$35,100
Very Low Income (31 – 50 % AMI)	\$37,950	\$43,400	\$48,800	\$54,200	\$58,550
Low-Moderate Income (51 – 80% AMI)	\$60,700	\$69,400	\$78,050	\$86,700	\$93,650

Extremely Low Income: At or below 30% AMI – means an individual or family that has an income that is at or below 30% area median income as established by the U.S. Department of Housing and Development (HUD). For example, a two person household/family gross income annual income would be \$23,850/year or less.

Very Low Income: Between 31-50% AMI – means an individual or family that has an income that is above 30% area median income and at or below 50% area median income. For example, a two person household/family gross annual income would be between \$23,851/year and \$39,750/year.

Low-Moderate Income: Between 51-80% AMI – means an individual or family that has an income that is above 50% area median income and at or below 80% area median income. For example, a two person household/family gross annual income would be between \$43,451/year and \$69,400/year.

ATTACHMENT D-1
(attachment to Exhibit D)
Printout confirming the company's enrollment in E-Verify

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 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.

(2) 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 section 1352, title 31, United States Code. 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.

Organization:

Street address:

City, State, Zip:

CERTIFIED BY:

TITLE:

**25-126
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF 2025 CDBG SOCIAL SERVICES GRANT AGREEMENT
WITH PATHWAYS, INC**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-25-MC-18-0013 for social services activities; and

WHEREAS, upon approval of this Resolution, the Bloomington Redevelopment Commission is authorizing the City of Bloomington Housing & Neighborhood Development Department to enter into a Community Development Block Grant Agreement with Pathways, Inc.; and

WHEREAS, funds will be used for the Compass Early Learning Center Childcare and Education Program; and

WHEREAS, the Bloomington Redevelopment Commission is required in accordance with the federal guidelines in 24 CFR Part 570 to authorize the award of each contract and/or agreement; and

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

WHEREAS, said Agreement has been duly considered.

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

The Community Development Block Grant Funding Agreement for Social Services between the City of Bloomington Housing and Neighborhood Development Department and Pathways, Inc. for the Compass Early Learning Center Childcare and Education Program is approved by the Bloomington Redevelopment Commission for an amount not to exceed **Eleven Thousand Seven Hundred Sixty Six and 00/100 Dollars (\$11,766.00)**.

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

No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review as required by Part 58 of the Code of Federal Regulations (CFR) and a

Notice to Proceed issued by City program staff. The Environmental Review Record (“ERR”) must be completed before any funds are obligated through the execution of a funding agreement between the City of Bloomington and the Subrecipient. The responsibility for issuing the Notice to Proceed shall rest with the City of Bloomington. Any activities within the scope of a project approved in this Resolution that begin prior to the completion of the environmental review or to the execution of the funding agreement may be at risk of a choice limited action that jeopardizes project funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION:

Deborah Myerson, President

Date

ATTEST:

John West, Secretary

Date

**SOCIAL SERVICE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
PATHWAYS, INC.
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this _____ day of _____, 2025, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Pathways, Inc. of Bloomington, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 827 W 14th Ct., Bloomington, Indiana, 47408 (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; and

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-25-MC-18-0013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Compass Early Learning Center Program during CDBG Year 2025-2026 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 Program:

1. Program Delivery

Activity #1	Compass Early Learning Center Teacher Salaries
-------------	--

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.

B. National Objectives

All activities funded with CDBG funds must meet the criteria for one of the CDBG program’s National Objectives – 1) benefit low/moderate income clientele; 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency – as defined in 24 CFR Part 570.208. (See **Exhibit B** for 2025 Income Limits)

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: _____
 - Activity Nature and Location: Affordable Child Care and education activities.

C. 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	10	120

Unit of activity would equal one CDBG eligible individual served.

D. 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.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2025 and end on the 31st day of May, 2026. The last claim for services rendered must be filed before May 9, 2026.

III. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$11,766.00
Per Unit Accomplishment Amount	\$98.05

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **Eleven Thousand Seven Hundred Sixty Six and 00/100 Dollars (\$11,766.00)**. 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. 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.

V. NOTICES

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

<p>Grantee:</p> <p>Anna Killion-Hanson, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582</p>	<p>Subrecipient:</p> <p>Katie Broadfoot, Executive Director Pathways 827 W 14th Court Bloomington, Indiana 47408 Tel: (812) 339-3429 Fax: N/A</p>
---	--

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.

VI. 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. Reversion of Assets.

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

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
 - g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
 - h. "Monthly Client Profile Form" each month through May 31, 2026;
 - i. Submit performance measurements as required by HUD; and,
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K. (See Exhibit C for Reporting Forms)
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 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:

- June, July, August September, October and November claims must be submitted no later than December 13, 2025.
- December, January and February claims must be submitted no later than March 15, 2026.
- March, April and May claims must be submitted no later than May 9, 2026.

If the Subrecipient failed 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 into 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.

VIII. 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, and Executive Order 11063.
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, marital/familial status, or status with regard to public assistance. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient

with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment

EEO 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 Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. 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 D**, 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. (See **Exhibit E** for Anti-Lobbying Certification)

5. **Religious Organization.** Faith-based organizations may be subrecipients for funds on the same basis as any other 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).

IX. 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; 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. **Unique Entity Identifier (UEI)**

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

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

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

By entering into this agreement, the Subrecipient certifies that neither it (nor he or she) nor any person or firm who has an interest in the Subrecipient is a person or firm ineligible to be awarded Government contracts through the System for Award Management (SAM). The Subrecipient shall certify that no contractor, subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

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

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

C. Executive Compensation

The Grantee shall report the names and total compensation of the five (5) most highly compensated officers of the 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.

D. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

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

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

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

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

X. POLICY REQUIREMENTS

Subrecipient shall not have any programs or policies that violate local, state, or federal laws and regulations. New requirements, developed to conform with 2025 executive orders and updated interpretations, are included in this Agreement as **Addendum #1 – Policy Requirements**. Addendum #1 is an affidavit to be signed by the Subrecipient acknowledging these new contractual requirements and is incorporated into this contract by reference.

XI. 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.

Bloomington Redevelopment Commission

Deborah Myerson, President

Date: _____

John West, Secretary

Date: _____

Pathways, Inc.

Katie Broadfoot, Executive Director

Date: _____

ADDENDUM #1 - POLICY REQUIREMENTS

If applicable:

1. The Subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

2. The Subrecipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the City of Bloomington's payment decisions for purposes of 3729(b)(4) of title 31, United States Code.

3. The Subrecipient certifies that it does not operate any programs that violate applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

4. The Subrecipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.

5. The Subrecipient understands that this grant agreement shall not be governed by Executive Orders revoked by E.O. 14154 (including E.O. 14008).

6. The Subrecipient shall administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No Subrecipient may use this funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Subrecipient understands that the city of Bloomington, as a Grantee, will use SAVE or an equivalent verification system to prevent any Federal public benefit from being provided to an ineligible alien.

9. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

ATTESTATION:

I hereby affirm that I, _____ from _____ ,
(name) (organization)

am aware of the above contractual requirements and that the City, should it find any lack of compliance with the above provisions, can immediately and without equivocation terminate this Agreement and any obligation contained therein.

By: _____

Title _____



**CITY OF
BLOOMINGTON**
HOUSING AND NEIGHBORHOOD DEVELOPMENT

Community Development Block Grant (CDBG)

Subrecipient Funding Agreement Exhibits Packet

CDBG 2025 Program Year (Social Services)

Exhibit A	Subrecipient Proposal
Exhibit B	2025 Income Limits
Exhibit C	Reporting Forms (client data; monthly)
Exhibit D	E-verify
Exhibit E	Anti-lobbying

EXHIBIT A

Subrecipient Proposal

EXHIBIT B

2025 Income Limits

FY 2025 Income Limits Summary

FY 2025 Income Limit Area	Median Family Income Click for More Detail	FY 2025 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Bloomington, IN HUD Metro FMR Area	\$110,600	Very Low (50%) Income Limits (\$) Click for More Detail	37,950	43,400	48,800	54,200	58,550	62,900	67,250	71,550
		Extremely Low Income Limits (\$)* Click for More Detail	22,750	26,000	29,250	32,500	37,650	43,150	48,650	54,150
		Low (80%) Income Limits (\$) Click for More Detail	60,700	69,400	78,050	86,700	93,650	100,600	107,550	114,450

EXHIBIT C

Report Forms

EXHIBIT C(1)

Client Information Form for CDBG Funds

IMPORTANT: Please fill out this form only once between June 1, 2025 and May 31, 2026

Our agency receives funding from the City of Bloomington Housing and Neighborhood Development Department through the Community Development Block Grant program. We are required to ask you the following information to be reported to the City. With the exception of household income, this information is used for statistical purposes only and is not used for eligibility, acceptance or approval purposes for the services which you are applying. Please complete the following:

Date: _____

Name: _____

Address: _____

1. I am a female head of household:
Defined as an adult female with dependents and no adult male living permanently in the household. (check one)

- Yes
- No

2. I consider myself to be Hispanic:
(check one)

- Yes
- No

3. I consider myself to be: (check one)

- White
- Black/African American
- Asian
- Asian/Pacific Islander
- American Indian/Alaskan Native
- Native Hawaiian/Other Pacific Islander
- American Indian/Alaskan Native & White
- Asian & White
- Black/African American & White
- American Indian/Alaskan Native & Black/African American
- Other/Multi-racial

3. My annual household income is: (check one - verification will be required).

1 Person	2 Person	3 Person	4 Person	5 Person
<input type="checkbox"/> Under \$22,750	<input type="checkbox"/> Under \$26,000	<input type="checkbox"/> Under \$29,250	<input type="checkbox"/> Under \$32,500	<input type="checkbox"/> Under \$35,100
<input type="checkbox"/> \$22,751 – 37,950	<input type="checkbox"/> \$26,001 – 43,400	<input type="checkbox"/> \$29,251 – 48,800	<input type="checkbox"/> \$32,501 – 54,200	<input type="checkbox"/> \$35,101 – 58,550
<input type="checkbox"/> \$37,951– 60,700	<input type="checkbox"/> \$43,401 – 69,400	<input type="checkbox"/> \$48,801 – 78,050	<input type="checkbox"/> \$54,201 – 86,700	<input type="checkbox"/> \$58,551 – 93,650
<input type="checkbox"/> over \$60,701	<input type="checkbox"/> over \$69,401	<input type="checkbox"/> over \$78,051	<input type="checkbox"/> over \$86,701	<input type="checkbox"/> over \$93,651

6 Person	7 Person	8 Person
<input type="checkbox"/> Under \$37,700	<input type="checkbox"/> Under \$40,300	<input type="checkbox"/> Under \$42,900
<input type="checkbox"/> \$37,701 – 62,900	<input type="checkbox"/> \$40,301 – 67,250	<input type="checkbox"/> \$42,901 – 71,550
<input type="checkbox"/> \$62,901– 100,600	<input type="checkbox"/> \$67,251 – 107,550	<input type="checkbox"/> \$71,551 – 114,450
<input type="checkbox"/> over \$100,601	<input type="checkbox"/> over \$107,551	<input type="checkbox"/> over \$114,451

Thank you for your cooperation.

EXHIBIT C(2)

City of Bloomington - Housing and Neighborhood Development (HAND)

Project Year-to-Date Reporting Form /Client Profile for CDBG Funding

Agency Name: _____ Reporting Period: _____
 (Month and Year)

Project Name: _____

1. Participant Statistics: *(See attached guidelines)*

AMI Category	New and Unduplicated	
	This Month	Cumulative (ytd)
At or below 30% AMI		
Between 30 – 50% AMI		
Between 50 – 80% AMI		
Totals		

Racial Categories and Ethnic Groups (Exh C)	New and Unduplicated		Total <u>this month</u> that are Hispanic
	This Month	Cumulative (ytd)	
White			
Black/African American			
Asian			
Asian/Pacific Islander			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & Black/African American			
Other/Multi-racial			
Totals			
Female Head of Household			

2. Describe the progress and accomplishments that have been achieved during this reporting period along with appropriate accumulative information for the program year. Attach any supporting narratives and data worksheets, tables or charts which depict this quantitative information:

3. Identify any agency problems or concerns: _____

EXHIBIT C (2) - Instructions

Procedures for tracking data:

At the end of each program year, the City of Bloomington Housing and Neighborhood Development Department (HAND) compiles information from the monthly reports submitted by agencies into summary data that is reported to HUD. This data is used to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) that directly supports grant disbursements made during the program year and is required for all project activities that receive CDBG funds.

1. **Participant Statistics:** Fill in agency name, monthly reporting period and project name.
 - Describe participant statistics: This data is a monthly summary of the information reported on the Client Information Form. Client data should be tracked by the number of people served by the program of which you received grant funds.
 - Please allow the client to determine their racial category and ethnic background.
 - Ethnic groups: People from a variety of racial categories self-identify as Hispanic. HUD is collecting this ethnicity data per each category. Not all clients will easily fit into the limited choices available and may opt for Other/Multi-racial.
 - New and Unduplicated Clients – This month: This is where you report the total number eligible clients (below 80% AMI) you have served during this specific reporting period. For example, if you served four clients who were all new to your service in June and then served nine clients in July but only six were new to your service, on your July report the cumulative total of New and Unduplicated Clients would be ten.
 - New and Unduplicated Clients – Cumulative (ytd): If April is the first month that services are provided, then both monthly and cumulative totals would be the same. For May, the cumulative (ytd) total would be April + May.
2. **Describe progress:** Describe the activity during this reporting period. Examples might include total hours of client services, a description of services provided, how clients might be progressing, etc. This information will be summarized and reported to HUD through the IDIS system.
3. **Identify Any Problems/Concerns:** Describe any problems your agency is having at this time. This may include loss of employees, lack of new client participation, etc. Please note any issues and/or concerns you wish to report to HAND.

Area Median Income Definition and information:

Each year, HUD calculates the area median income (AMI) for every geographic region in the country by using data from the US Census based American Community Survey.

AMI is the midpoint of a region's income distribution, meaning that half of households in a region earn more than the median and half earn less than the median.

A household's income is calculated by its gross income, which is the total income received before taxes and other payroll deductions.

Reminder: Community Development funds can only be used to reimburse for services to city households with income levels at or under 80% Area Median Income (AMI), adjusted for household size. These levels are established by HUD on an annual basis and the pertinent data is on the table below:

HUD data for Bloomington, IN effective date June 1, 2025:

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>
Extremely Low Income (At or below 30% AMI)	\$22,750	\$26,000	\$29,250	\$32,500	\$35,100
Very Low Income (31 – 50 % AMI)	\$37,950	\$43,400	\$48,800	\$54,200	\$58,550
Low-Moderate Income (51 – 80% AMI)	\$60,700	\$69,400	\$78,050	\$86,700	\$93,650

Extremely Low Income: At or below 30% AMI – means an individual or family that has an income that is at or below 30% area median income as established by the U.S. Department of Housing and Development (HUD). For example, a two person household/family gross income annual income would be \$23,850/year or less.

Very Low Income: Between 31-50% AMI – means an individual or family that has an income that is above 30% area median income and at or below 50% area median income. For example, a two person household/family gross annual income would be between \$23,851/year and \$39,750/year.

Low-Moderate Income: Between 51-80% AMI – means an individual or family that has an income that is above 50% area median income and at or below 80% area median income. For example, a two person household/family gross annual income would be between \$43,451/year and \$69,400/year.

ATTACHMENT D-1
(attachment to Exhibit D)
Printout confirming the company's enrollment in E-Verify

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 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.

(2) 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 section 1352, title 31, United States Code. 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.

Organization:

Street address:

City, State, Zip:

CERTIFIED BY:

TITLE:

25-128
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA

RESOLUTION OF THE BLOOMINGTON REDEVELOPMENT COMMISSION
AMENDING THE DECLARATORY RESOLUTION AND THE
ECONOMIC DEVELOPMENT PLAN FOR THE
BLOOMINGTON CONSOLIDATED ECONOMIC DEVELOPMENT AREA

WHEREAS, the Bloomington Redevelopment Commission (the “Commission”) pursuant to IC 36-7-14 (the “Act”) serves as the governing body of the City of Bloomington Redevelopment District (the “District”);

WHEREAS, the Commission has previously adopted and confirmed resolutions (collectively, the “Declaratory Resolution”) which established and expanded an economic development area known as the “Bloomington Consolidated Economic Development Area” (the “Area”), designated and expanded a portion of the Area as an allocation area known as the “Adams Crossing Amended Economic Development Allocation Area” pursuant to Section 39 of the Act (the “Existing Allocation Area”), and approved and amended a development plan for the Area (collectively, the “Plan”) pursuant to the Act;

WHEREAS, the Commission now desires to further amend the Declaratory Resolution and Plan in order to (i) remove a parcel identified on Exhibit A hereto from the Existing Allocation Area, (ii) designate the parcel so removed from the Existing Allocation Area, as a new separate allocation area within the Area, pursuant to Section 39 of the Act, to be known as the “Kohr Allocation Area”, and (iii) adopt a supplement to the Plan attached hereto as Exhibit B (the “Kohr Plan Supplement”) (clauses (i) through and including (iii), collectively, the “Kohr Amendments”);

WHEREAS, the Kohr Amendments and supporting data were reviewed and considered at this meeting;

WHEREAS, Section 39 of the Act permits the creation of “allocation areas” to provide for the allocation and distribution of property taxes for the purposes and in the manner provided in said section;

WHEREAS, Sections 41 and 43 of the Act permit the creation of “economic development areas” and provide that all of the rights, powers, privileges and immunities that may be exercised by this Commission in a redevelopment area or urban renewal area may be exercised in an economic development area, subject to the conditions set forth in the Act;

WHEREAS, this Commission deems it advisable to apply the provisions of said Sections 15-17, 39, 41 and 43 of the Act to the Kohr Amendments; and,

WHEREAS, the Commission now desires to approve the Kohr Amendments.

NOW, THEREFORE, BE IT RESOLVED by the City of Bloomington Redevelopment Commission, governing body of the City of Bloomington Redevelopment District, as follows:

1. The Commission hereby finds that the Kohr Amendments promote significant opportunities for the gainful employment of the citizens of the City of Bloomington, Indiana (the "City"), the attraction of major new business enterprises to the City, the retention and expansion of significant business enterprises existing in the boundaries of the City, and meet other purposes of Sections 2.5, 41 and 43 of the Act, including without limitation benefiting public health, safety and welfare, increasing affordable housing, increasing the economic well-being of the City and the State of Indiana (the "State"), and serving to protect and increase property values in the City and the State.
2. The Commission hereby finds that the Plan, as amended by the Kohr Plan Supplement, cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Sections 2.5, 41 and 43 of the Act because of the lack of local public improvements, the existence of improvements or conditions that lower the value of the land below that of nearby land, multiple ownership of land and other similar conditions.
3. The public health and welfare will be benefited by accomplishment of the Kohr Amendments.
4. It will be of public utility and benefit to amend the Declaratory Resolution and the Plan for the Area (including the Kohr Allocation Area) as provided in the Kohr Amendments and to continue to develop the Area, as amended the Kohr Amendments, under the Act.
5. The accomplishment of the Plan, as supplemented by the Kohr Plan Supplement, for the Area will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, an increase in affordable housing, improved diversity of the economic base and other similar public benefits.
6. The Declaratory Resolution and the Plan, as amended by this Resolution and the Kohr Plan Supplement, conform to the comprehensive plan of development for the City.
7. The Kohr Amendments are reasonable and appropriate when considered in relation to the Declaratory Resolution and Plan and the purposes of the Act.
8. The findings and determinations set forth in the Declaratory Resolution and the Plan are hereby reaffirmed.
9. In support of the findings and determinations set forth in Sections 1 through 7 above, the Commission hereby adopts the specific findings set forth in the Kohr Plan Supplement.
10. The Commission does not at this time propose to acquire any specific parcel of land or interests in land within the boundaries of the Area, as amended by Kohr Amendments.

11. The Commission finds that no residents of the Area will be displaced by any project resulting from the Plan, as amended by the Kohr Plan Supplement, and therefore finds that it does not need to give consideration to transitional and permanent provision for adequate housing for the residents.
12. The Kohr Amendments are hereby in all respects approved.
13. The area described in Exhibit A is hereby designated as a separate “allocation area” pursuant to Section 39 of the Act to be known as the “Kohr Allocation Area” for purposes of the allocation and distribution of property taxes for the purposes and in the manner provided by said Section. Any taxes imposed under Ind. Code 6-1.1 on real property subsequently levied by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in said allocation area shall be allocated and distributed as follows:

Except as otherwise provided in said Section 39, the proceeds of taxes attributable to the lesser of the assessed value of the property for the assessment date with respect to which the allocation and distribution is made, or the base assessed value, shall be allocated to and when collected paid into the funds of the respective taxing units. Except as otherwise provided in said Section 39, property tax proceeds in excess of those described in the previous sentence shall be allocated to the redevelopment district and when collected paid into an allocation fund for the Kohr Allocation Area hereby designated as the “Kohr Allocation Fund” and may be used by the redevelopment district to do one or more of the things specified in Section 39(b)(4) of the Act, as the same may be amended from time to time. Said allocation fund may not be used for operating expenses of the Commission, except as otherwise permitted by the Act. Except as otherwise provided in the Act, before June 15 of each year, the Commission shall take the actions set forth in Section 39(b)(5) of the Act.
14. The foregoing allocation provision shall apply to the Kohr Allocation Area. The Commission hereby finds that the adoption of this allocation provision will result in new property taxes in of the Kohr Allocation Area that would not have been generated but for the adoption of the allocation provisions, as specifically evidenced by the findings set forth in Exhibit B. The base assessment date for the Kohr Allocation Area is January 1, 2025.
15. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto, and the allocation provision herein relating to the Kohr Allocation Area shall expire on the date that is twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues derived from the Kohr Allocation Area.
16. This Resolution, together with any supporting data, shall be submitted to the Bloomington Plan Commission (the “Plan Commission”) and the Common Council of the City (the “Council”) as provided in the Act, and if approved by the Plan Commission and the Council, shall be submitted to a public hearing and remonstrance as provided by the Act, after public notice as required by the Act.

17. The officers of the Commission are hereby authorized to make all filings necessary or desirable to carry out the purposes and intent of this Resolution.
18. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto.

DULY ADOPTED AND PASSED by the BLOOMINGTON REDEVELOPMENT COMMISSION this 20th day of October, 2025, by a vote of ____ in favor and ____ opposed.

Deborah Myerson, President

Sue Sgambelluri, Vice President

John West, Secretary

Laurie McRobbie, Member

Randy Cassady, Member

EXHIBIT A

Parcel Removed from the Existing Allocation Area and Added to the Kohr Allocation Area

The following parcel is removed from the Existing Allocation Area and will become part of the new Kohr Allocation Area.

PARCEL ID NUMBER 53-08-05-400-075.000-009

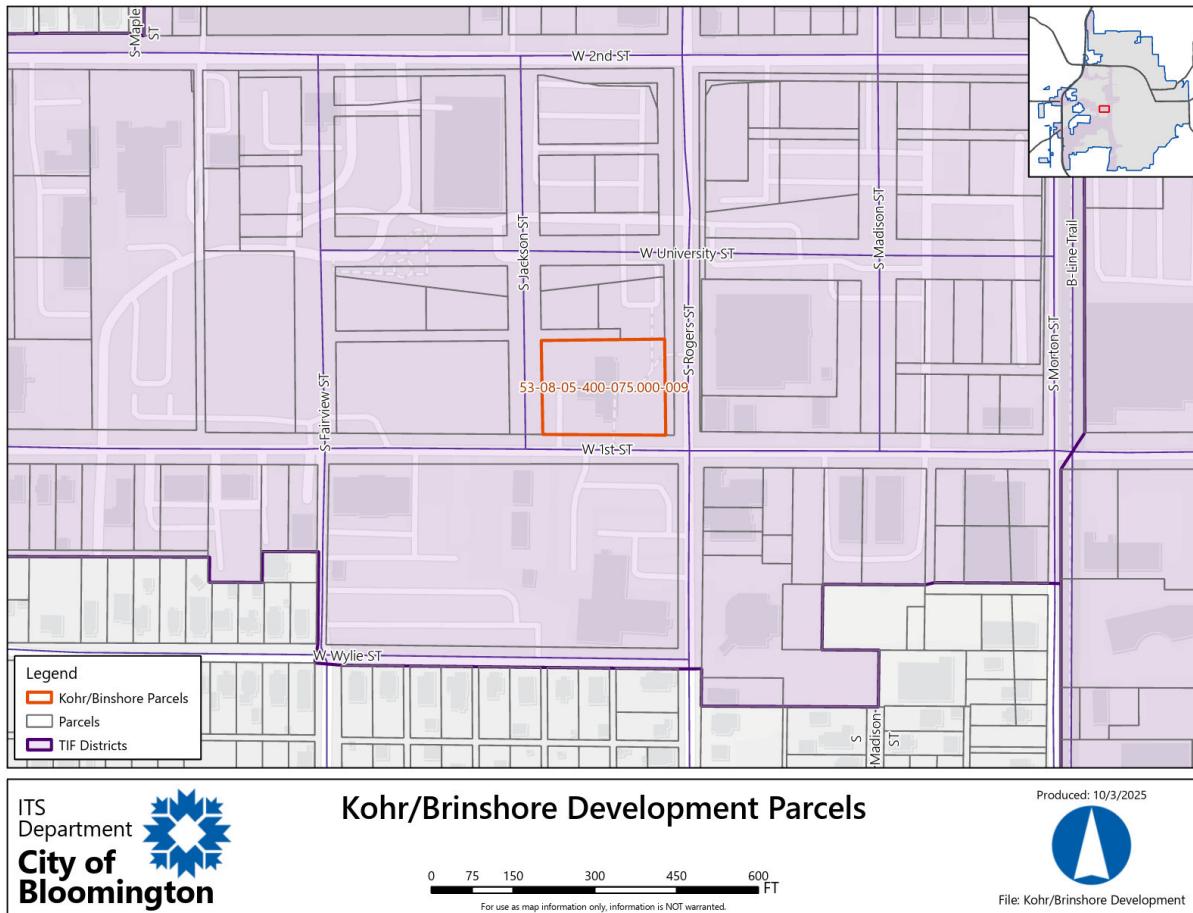


EXHIBIT B

Kohr Plan Supplement

The existing Plan for the Area is hereby supplemented by adding the following project to the Plan:

Kohr – Jackson Street Project

The Housing Authority of the City of Bloomington or an affiliate thereof (the “Developer”) is developing a 0.86-acre area within the downtown core of the City of Bloomington generally described as being bounded by Rogers Street to the east, First Street to the south, and Jackson Street to the west which is under construction. The Bloomington Redevelopment Commission (the “Commission”) has expended funds to clear the area on and around the Kohr Allocation Area, including environmental testing, remediation, and soil management. In addition, Jackson Street and a partial alley, which border the Kohr Allocation Area, are currently under construction and additional funds are being expended. These activities, collectively, serve the Kohr Allocation Area and Bloomington community as a whole. The Commission has paid, and is paying, the costs of these activities with money on hand which must be reimbursed to continue to serve the needs of the Bloomington Consolidated Economic Development Area.

However, due to the lack of adequate local public improvements serving or benefitting the development site, the Commission has undertaken all or a portion of the engineering, design, acquisition and/or construction of infrastructure improvements located in or directly benefiting or serving the Kohr Allocation Area, including, but not limited to, land acquisition, storm water improvements, utilities relocation, street construction, streetscape improvements, general site improvements, and sidewalk or other local public improvements (collectively the “Kohr – Jackson Street Project”). The Kohr – Jackson Street Project will support the development. The Commission anticipates capturing tax increment revenues from the Kohr Allocation Area, and applying such tax increment revenues, to pay or reimburse all or a portion of the costs of the Kohr – Jackson Street Project.

Findings of Fact

Based on representations of the Developer, the Commission has determined that the full development of the Kohr Allocation Area will not proceed along the timeframe or scope as planned without the contribution of tax increment revenues to be derived from the Kohr Allocation Area to the Kohr – Jackson Street Project due to the lack of adequate infrastructure and other local public improvements in or serving the Kohr Allocation Area. The establishment of the Kohr Allocation Area is planned as part of the Commission’s strategy to contribute tax increment revenues derived from Kohr Allocation Area to the Kohr – Jackson Street Project, and is a necessary component to allow the Commission to be reimbursed for a portion of the costs of the Kohr – Jackson Street Project, respectively. The private development projects will not proceed without this mechanism or these improvements in place. The Commission does not have any other method of financing the costs of the Kohr – Jackson Street Project without the prospect of replacing the source with tax increment revenues from developments within the Kohr Allocation Area. The Commission hereby finds that designating the Kohr Allocation Area as an allocation area will allow for the capture of additional tax increment revenues that will be available to the Commission

to finance infrastructure and other improvements (including the Kohr – Jackson Street Project) located in or serving or benefitting the Kohr Allocation Area, thereby facilitating new investment in the Area that would otherwise not occur.

**25-129
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF
ENVIRONMENTAL RESTRICTIVE COVENANT ON PROPERTY AT
WEST FOUNTAIN DRIVE AND WEST EIGHTH STREET AND**

**AUTHORIZATION FOR INSTALLATION OF A
DRY DETENTION STORMWATER FACILITY**

- WHEREAS, the City of Bloomington Redevelopment Commission (RDC) owns certain real property located at the intersection of West Fountain Drive and West Eighth Street, Bloomington, Indiana, acquired August 12, 1994, recorded in Book 425, Page 590, in the Office of the Recorder of Monroe County (Property);
- WHEREAS, the RDC approved an environmental investigation of Property which has been completed and filed with the Indiana Department of Environmental Management (IDEM);
- WHEREAS, IDEM is requiring that an Environmental Restrictive Covenant (ERC) be recorded for the Property which is attached hereto as Attachment 1;
- WHEREAS, the ERC is necessary for the Property in order to have IDEM's Site Status Letter to be effective and control the use of the Property;
- WHEREAS, the City of Bloomington Utilities (CBU) desires to place a dry detention stormwater facility on the Property in an effort to reduce flooding during storm events in the area;
- WHEREAS, in order to disturb the soil on the Property, the Site Status Letter must be effective to control the handling and disposal of potentially contaminated materials;
- WHEREAS, the costs for performing the installation of the dry detention stormwater facility will be paid by CBU, no RDC funds are required; and,
- WHEREAS, the RDC determines that the recording of the ERC and the installation of dry detention stormwater facility is in the best interest of the residents and businesses of the area and the greater Bloomington area.

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

1. The Bloomington Redevelopment Commission reaffirms its approval of the execution and recording of the Environmental Restrictive Covenant on property located at the intersection of West Fountain Drive and West Eighth Street in Bloomington, Indiana, attached hereto as Attachment 1.
2. The Bloomington Redevelopment Commission approves the installation of dry detention stormwater facility on said property by the City of Bloomington Utilities Department.
3. The President of the Bloomington Redevelopment Commission is authorized to execute the Restrictive Covenant on behalf of the Bloomington Redevelopment Commission and to take any steps necessary to record the Restrictive Covenant with the Monroe County Recorder's Office.
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

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

ATTACHMENT 1

**Environmental Restrictive Covenant on property located at the intersection of
West Fountain Drive and West Eighth Street, Bloomington, Indiana**

Environmental Restrictive Covenant

THIS ENVIRONMENTAL RESTRICTIVE COVENANT is made this 20th day of October, 2025, by City of Bloomington, Indiana, Department of Redevelopment (“Owner”).

WHEREAS: Owner is the fee owner of certain real estate in the County of Monroe, Indiana, which is located at West Fountain Drive & West 8th Street in Bloomington and more particularly described in the attached **Exhibit “A”** (“Real Estate”), which is hereby incorporated and made a part hereof. The Real Estate was acquired by Warranty Deed on August 12, 1994, and recorded on August 15, 1994, in Book 425, Page 500, in the Office of the Recorder of Monroe County, Indiana. The Real Estate consists of approximately 0.18 acre and is identified by the State by parcel identification number 53-05-32-307-117.000-005. The Real Estate to which this Covenant applies is depicted on a map attached hereto as **Exhibit “B”**.

WHEREAS: A Site Status Letter, a copy of which is attached hereto as **Exhibit “C”**, was prepared and issued by the Indiana Department of Environmental Management (“the Department” or “IDEM”) pursuant to the Indiana Brownfields Program’s (“Program”) recommendation at the request of the Owner to address the redevelopment potential of the Real Estate which is one of two parcels that comprise a brownfield site resulting from a release of hazardous substances relating to historical operations on or in the vicinity of the Real Estate, Program site number BFD #4050015 (the “Site”).

WHEREAS: The Site Status Letter, as approved by the Department, provides that certain contaminants of concern (“COCs”) were detected in soil and groundwater on the Real Estate but will not pose an unacceptable risk to human health at the detected concentrations provided that the land use restrictions contained herein are implemented and maintained to ensure the protection of public health, safety, or welfare, and the environment. The COCs are arsenic, lead, perfluorooctanoic acid (“PFOA”) and perfluorodecanoic acid (“PFDA”) in soil and perfluorooctanesulfonic acid (“PFOS”) and PFOA in groundwater.

WHEREAS: Soil, groundwater, and soil gas on the Real Estate were sampled for volatile organic compounds (“VOCs”), semi-volatile organic compounds (“SVOCs”), Resource Conservation and Recovery Act (“RCRA”) metals, polychlorinated biphenyls (“PCBs”), per- and polyfluorinated substances (“PFAS”), and/or hexavalent chromium. Investigations detected various levels of COCs in soil and groundwater above published levels established by IDEM in the *Risk-based Closure Guide* (“R2”) (July 8, 2022, and applicable revisions). Arsenic, lead, PFOA, and PFDA were detected in soil above their applicable residential soil published levels (“RSPLs”). Lead was also detected in soil above its commercial soil published level (“CSPL”) and excavation worker soil published level (“XSPL”). Concentrations of PFOS and PFOA were detected in groundwater above their respective groundwater published levels (“GWPLs”). Soil and groundwater analytical

results above applicable R2 published levels are summarized on Tables 1, 2, and 3, attached hereto as **Exhibit “D”**. A site map, attached hereto as **Exhibit “E”**, depicts sample locations on the Real Estate at which the COCs were detected in soil and groundwater above applicable R2 published levels.

WHEREAS: Notwithstanding contaminants in soil and groundwater having been detected on the Site, at levels above R2 published levels, IDEM approved a conditional commercial closure of environmental conditions at the Site, including the Real Estate, under the R2 since: (1) lead in soil detected above its XSPL has been delineated to the Real Estate and adjoining right-of-way (“ROW”) of West Fountain Drive, however does not extend through the ROW, (2) the exposure pathway to lead and arsenic in soil can be addressed by following the Department-approved soil management plan (“SMP”) (Virtual File Cabinet Document #83780481) and the City of Bloomington will also receive a Notice of Contamination Letter for lead contaminated soil within the ROW, (3) groundwater flow is intermittent on the Site and limited to occurring after a significant rainfall event due to the proximity of the soil/bedrock interface; therefore, limiting groundwater contaminant migration; (4) the Karst Drainage Study determined that the proposed stormwater retention basin will not have a significant impact on spring flow at the Illinois Central Spring, (5) the Site has access to a municipal water source; and (6) potential exposure to detected soil and/or groundwater contamination on the Site can be controlled with an institutional control. Therefore, environmental conditions on Real Estate meet applicable commercial cleanup criteria in the R2 so long as the land use restrictions required by this Covenant are maintained.

WHEREAS: The detection of COCs above applicable R2 soil published levels on the Real Estate required soil management activities to be prescribed in a Department-approved SMP (IDEM VFC Document #83780481) to ensure no exposure to contamination during redevelopment activities on the Real Estate.

WHEREAS: Any reference in Section I (Restrictions), below, to the *Risk-based Closure Guide* (“R2”) (July 8, 2022, and applicable revisions) shall, if the R2 has been superseded following the effective date of this Covenant, mean the Department’s current risk-based remediation guidance.

WHEREAS: Environmental reports and other documents related to the Real Estate are hereby incorporated by reference and may be examined at the Public File Room of the Department, which is located in the Indiana Government Center North at 100 N. Senate Avenue, 12th Floor East, Indianapolis, Indiana. The documents may also be viewed electronically by searching the Department’s Virtual File Cabinet on the Web at: <https://www.in.gov/idem/legal/public-records/virtual-file-cabinet/>.

NOW THEREFORE, City of Bloomington, Indiana, Department of Redevelopment subjects the Real Estate to the following restrictions and provisions, which shall be binding on City of Bloomington, Indiana, Department of Redevelopment Utilities and all

future owners:

I. RESTRICTIONS

1. Restrictions. The Owner and all future owners:
 - (a) Shall not use or allow the use of the Real Estate for residential purposes, including, but not limited to, daily childcare facilities or educational facilities for children (e.g., daycare centers or K-12 schools).
 - (b) Shall not use or allow the use or extraction of groundwater at the Real Estate for any purpose, including, but not limited to, human or animal consumption, gardening, industrial processes, or agriculture, without prior Department approval, except that groundwater may be extracted in conjunction with environmental investigation and/or remediation activities.
 - (c) Shall neither engage in nor allow the disturbance (e.g., drilling) or excavation (e.g., stockpiling or removal) of soil on the Real Estate except in accordance with the soil management plan ("SMP") for the Real Estate approved by the Department (VFC Document #83780481) and any subsequent Department-approved modifications thereto.

II. GENERAL PROVISIONS

2. Restrictions to Run with the Land. The restrictions and other requirements described in this Covenant shall run with the land and be binding upon and inure to the benefit of the Owner of the Real Estate and the Owner's successors, assignees, heirs and lessees or their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control ("Related Parties") and shall continue as a servitude running in perpetuity with the Real Estate. No transfer, mortgage, lease, license, easement, or other conveyance of any interest in all or any part of the Real Estate by any person shall limit the restrictions set forth herein. This Covenant is imposed upon the entire Real Estate unless expressly stated as applicable only to a specific portion thereof.
3. Binding upon Future Owners. By taking title to an interest in or occupancy of the Real Estate, any subsequent owner or Related Party agrees to comply with all of the restrictions set forth in paragraph 1 above and with all other terms of this Covenant.
4. Access for Department. The Owner shall grant to the Department and its designated representatives the right to enter upon the Real Estate at reasonable times for the purpose of determining whether the land use restrictions set forth in paragraph 1 above are being properly maintained (and operated, if applicable) in a manner that ensures the protection of public health, safety, or welfare and the environment. This right of entry includes the right to take samples, monitor

compliance with the remediation work plan (if applicable), and inspect records.

5. Written Notice of the Presence of Contamination. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances) the following notice provision (with blanks to be filled in):

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED _____ 20__, RECORDED IN THE OFFICE OF THE RECORDER OF MONROE COUNTY ON _____, 20__, INSTRUMENT NUMBER (or other identifying reference) _____ IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

6. Notice to Department of the Conveyance of Property. Owner agrees to provide notice to the Department of any conveyance (voluntary or involuntary) of any ownership interest in the Real Estate (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances). Owner must provide the Department with the notice within thirty (30) days of the conveyance and include (a) a certified copy of the instrument conveying any interest in any portion of the Real Estate, and (b) if the instrument has been recorded, its recording reference(s), and (c) the name and business address of the transferee.
7. Indiana Law. This Covenant shall be governed by, and shall be construed and enforced according to, the laws of the State of Indiana.

III. ENFORCEMENT

8. Enforcement. Pursuant to IC 13-14-2-6 and other applicable law, the Department may proceed in court by appropriate action to enforce this Covenant. Damages alone are insufficient to compensate the Department if any owner of the Real Estate or its Related Parties breach this Covenant or otherwise default hereunder. As a result, if any owner of the Real Estate, or any owner's Related Parties, breach this Covenant or otherwise default hereunder, the Department shall have the right to request specific performance and/or immediate injunctive relief to enforce this Covenant in addition to any other remedies it may have at law or at equity. Owner agrees that the provisions of this Covenant are enforceable and agrees not to challenge the provisions or the appropriate court's jurisdiction.

IV. TERM, MODIFICATION AND TERMINATION

9. Term. The restrictions shall apply until the Department determines that contaminants of concern on the Real Estate no longer present an unacceptable risk to the public health, safety, or welfare, or to the environment.
10. Modification and Termination. This Covenant shall not be amended, modified, or

terminated without the Department's prior written approval. Within thirty (30) days of executing an amendment, modification, or termination of the Covenant, Owner shall record such amendment, modification, or termination with the Office of the Recorder of Monroe County and within thirty (30) days after recording, provide a true copy of the recorded amendment, modification, or termination to the Department.

V. MISCELLANEOUS

11. Waiver. No failure on the part of the Department at any time to require performance by any person of any term of this Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's right to enforce such term, and no waiver on the part of the Department of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.
12. Conflict of and Compliance with Laws. If any provision of this Covenant is also the subject of any law or regulation established by any federal, state, or local government, the strictest standard or requirement shall apply. Compliance with this Covenant does not relieve the Owner from complying with any other applicable laws.
13. Change in Law, Policy or Regulation. In no event shall this Covenant be rendered unenforceable if Indiana's laws, regulations, guidelines, or remediation policies (including those concerning environmental restrictive covenants, or institutional or engineering controls) change as to form or content. All statutory references include any successor provisions.
14. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other pursuant to this Covenant shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Owner:
Katherine Zaiger
City of Bloomington Utilities
600 East Miller Drive
Bloomington, Indiana 47401

To Department:
Indiana Brownfields Program
100 N. Senate Avenue, Rm. 1275
Indianapolis, Indiana 46204
ATTN: Tracey Michael

Any party may change its address or the individual to whose attention a notice is to be sent by giving written notice in compliance with this paragraph.

15. Severability. If any portion of this Covenant or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

16. Authority to Execute and Record. The undersigned person executing this Covenant represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Covenant.

This instrument prepared by: _____ (Printed Name of Preparer)

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

EXHIBIT A

Warranty Deed for the Real Estate

413334

830' 425 PAGE 500

WARRANTY DEED

THIS INDENTURE WITNESSETH, that Ruth Ann Greene ("Grantor"), hereby conveys and warrants to the City of Bloomington, Indiana, Department of Redevelopment, ("Grantee"), an Indiana municipal corporation, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Monroe County, Indiana:

Part of Lot No. 101 in Waterman's Addition as recorded in Plat Cabinet "B", Envelope 28, Office of the Recorder of Monroe County, Indiana, more particularly described as follows: Beginning at a point that is 76.85 feet South and 110.00 feet East of the Northwest corner of Lot No. 101 of platted Waterman's Addition and on the South right-of-way of Vernal Pike; thence running South 55 degrees 03 minutes 38 seconds East along said right-of-way 102.47 feet; thence South for a distance of 90.46 feet; thence running West for a distance of 84.00 feet; thence running North for a distance of 149.15 feet and to the point of beginning, containing 0.231 acres more or less.

Grantor agrees to pay the 1993 real estate taxes, payable in May and November, 1994. Grantee shall be responsible for the 1994 taxes, payable in 1995, and all subsequent taxes.

Grantor hereby represents that the Real Estate is not "property" as defined in Indiana Code 13-7-22.5-6, and is not, and has not been used as, a landfill or dump, and contains no underground storage tanks or toxic or hazardous waste or materials, and that no disclosure statement under Indiana Code 13-7-22.5-1 et. seq. (Indiana Responsible Property Transfer Act) is required for this transaction.

Ruth Ann Greene
Ruth Ann Greene

RECORDED
A.M. _____ P.M. 3:21
AUG 15 1994

DULY ENTERED
FOR TAXATION

AUG 15 1994

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Donthly
RECORDER MONROE CO., IN

Margaret Co.
Auditor Monroe County, Indiana

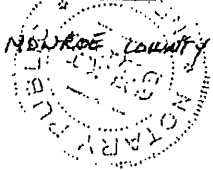
BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Ruth Ann Greene and acknowledged the execution of the said deed to be her voluntary act and deed for the uses and purposes expressed therein.

WITNESS MY HAND AND SEAL this 12 day of August, 1994

My Commission Expires:

12-4-96

Printed: Michael D. Kennedy
Notary Public
RESIDENT OF NEW ROE COUNTY



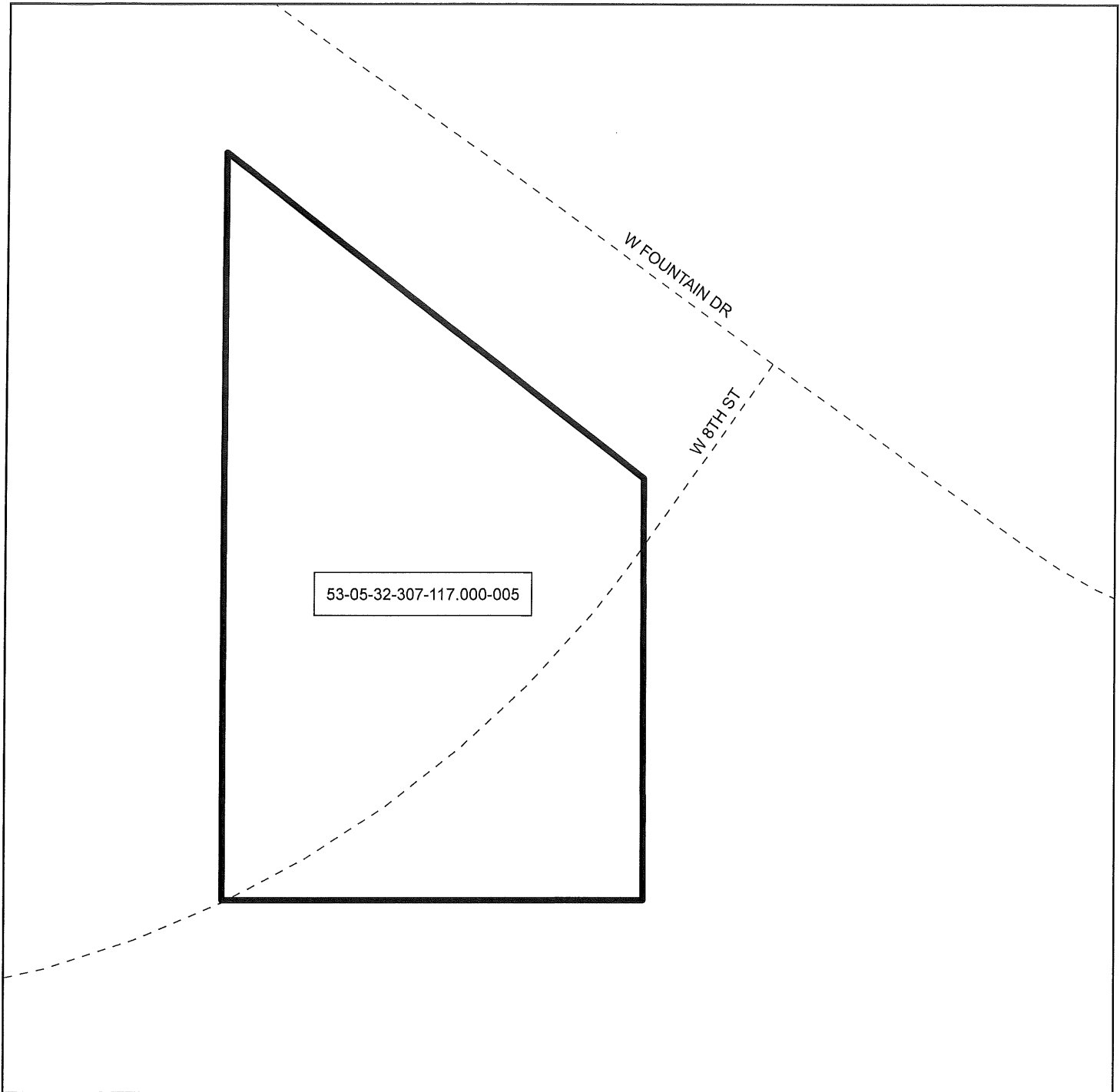
This instrument prepared by:

Susan Failey
Attorney at Law
City of Bloomington
P. O. Box 100
Bloomington, IN 47402

EXHIBIT B

Map of the Real Estate

Indiana Brownfields Program Number 4050015 - Real Estate



Mapped By: Vickey Robinson, GIS & Digital Services Specialist, Indiana Brownfields Program, April 21, 2025

Real Estate: Warranty Deed – Book 425, Page 500
Recorded 08/15/1994

Parcel Info: The Real Estate consists of Parcel Identification Number:
53-05-32-307-117.000-005

PLSS Info: Section 32, T9N, R1W, Bloomington Township, Monroe County, Indiana

Property Info: W Fountain Drive, Bloomington, Indiana

Disclaimer: This Map is intended to serve as an aid in graphic representation only.
This information is not warranted for accuracy or other purpose.

REAL ESTATE (thick solid line)
STREET (dashed line)

Monroe County

Project Area

EXHIBIT C

Copy of the Site Status Letter



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

100 N. Senate Avenue • Indianapolis, IN 46204
(800) 451-6027 • (317) 232-8603 • Fax (317) 233-6647 • www.idem.IN.gov

Mike Braun
Governor

Clint Woods
Commissioner

July 21, 2025

Katherine Zaiger
City of Bloomington Utilities
600 East Miller Drive
Bloomington, Indiana 47401

Re: **Site Status Letter**
Ed Greene Property
West Fountain Drive & West 8th Street
(aka North Hopewell &
8th Street, Vernal Pike NW)
Bloomington, Monroe
Brownfield #4050015

Dear Ms. Zaiger:

In response to a request by IWM Consulting Group, LLC (IWM) on behalf of the City of Bloomington Utilities to the Indiana Brownfields Program (Program) for assistance concerning the property located at West Fountain Drive & West 8th Street, Bloomington (Site), the Indiana Department of Environmental Management (IDEM) has agreed to provide this Site Status Letter to clarify IDEM's position on the necessity of an environmental response action at the Site. This letter is not a legal release from liability. It will, however, help to establish whether environmental conditions at the Site might be a barrier to redevelopment or property transfer.

As part of the request for assistance in determining any existing environmental contamination and potential liability to undertake response activities at the Site, Program staff have reviewed the following documents, prepared by IWM, which may be viewed electronically by searching online by the noted document number in IDEM's Virtual File Cabinet (VFC) accessible through IDEM's website.

- *Phase I Environmental Site Assessment* (January 2024 Phase I ESA Report), dated January 18, 2023 (Document #83605277)
- *Phase II Environmental Site Assessment* (January 2024 Phase II ESA Report), dated January 23, 2024 (Document #83605280)
- *Further Site Investigation Report* (January 2025 FSI Report), dated January 24, 2025 (Document #83757449)
- *Karst Drainage Study Report* (January 2025 Karst Drainage Report), dated January 29, 2025 (Document #83757450)
- *Soil Management Plan* (March 2025 Soil Management Plan), dated March 14, 2025 (Document #83780481)

Visit on on.IN.gov/survey or scan the QR code to provide feedback.

We appreciate your input!



Site Description and History

The 0.27-acre Site is comprised of two vacant parcels located at West 8th Street and Fountain Drive and identified by State parcels #53-05-32-307-117.000-005 and #53-05-32-307-089.000-005. The parcels were acquired by City of Bloomington entities over a period of years. State parcel #53-05-32-307-117.000-005 (West Parcel) was conveyed to the City of Bloomington in December 1960. State parcel #53-05-32-307-089.000-005 (East Parcel) was conveyed to the City of Bloomington Department of Redevelopment in August 1994. Both parcels are located on the south side of West Fountain Drive and are divided by West 8th Street. It is unknown if these parcels were ever developed with buildings. The City of Bloomington plans to redevelop the Site into two stormwater retention basins.

The West Parcel adjoins the former Ed Greene & Sons Junkyard Facility (Former Greene & Sons). Records indicate that Ed Greene salvaged Westinghouse transformers/capacitors (from the Lemon Lane Landfill Superfund site) and operated an automobile salvage yard prior to 1950 and it is unknown when operations on the salvage yard property ceased. In September 1985, United States Environmental Protection Agency (U.S. EPA) personnel interviewed the former owner, Ed Greene, regarding the salvaging of capacitors and transformers at the junkyard. Mr. Greene stated that he had purchased “cleaned” copper and brass from the Lemon Lane Landfill but did not haul in capacitors and/or transformers for salvage.

The Site is surrounded to the north by a residence and a welding shop, to the east by Fountain Drive and North Adams Street, to the south by multiple residences, and to the west by a plumbing contractor and a residence.

Historical Environmental Conditions

In November 2003, ten test pits were dug across the adjoining Former Greene & Sons property in areas where: scrap metal had been processed, weighed, and stored; historical dumping was observed; a drainage swale had flowed east from the junkyard and railroad track; and junk automobiles were stored. Test pit #3 (TT-3) was completed on the northwestern corner of the Site to the east of the scrap metal processing/storage area on the adjoining property.

Depth to bedrock was located approximately 5 feet below ground surface (bgs) across the Former Greene & Sons property with materials described as fill and debris in the subsurface. TT-3, completed on the Site, was dug adjacent to the off-Site area where scrap metal and auto parts were processed and stored. A scale house and an old streetcar used as a metal storage building were also located on this off-Site west-adjacent area. Waste material within the off-Site test pits was between 1 and 3 feet in thickness and consisted of broken glass, wood, metal automobile parts, metal debris, rubber, cinders, brick and stone, stained soil, and an unknown fibrous material. If materials were detected on-Site within TT-3, they were not documented in records.

Once the excavation was completed, a sample was collected from a sidewall of each of the test pits for analysis of volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), Resource Conservation and Recovery Act (RCRA) metals, and polychlorinated biphenyls (PCBs). Soil sample analytical results detected lead above its residential soil published level at 596 parts per million (ppm) in on-Site sample TT-3 (Document #14529150, page 31).

Environmental Conditions

For purposes of evaluating Site conditions for closure, sample analytical results were compared to IDEM's *Risk-based Closure Guide* (R2) (July 8, 2022 and applicable revisions) published levels as follows: soil samples collected at depths between 0 and 10 feet bgs were compared to R2 residential and commercial soil published levels (RSPLs and CSPLs, respectively); soil samples collected between 0 and 15 feet bgs were compared to the excavation worker soil published levels (XSPLs); and, soil samples collected at depths greater than 15 feet bgs were not evaluated unless a subsurface structure was anticipated to extend to depth greater than 15 feet bgs because of the unlikely risk of exposure to soil at that depth. Groundwater samples were compared to groundwater published levels (GWPLs). If total and dissolved/filtered groundwater samples were collected per Section 2.2.5 of R2 and IDEM Nonrule Policy Document (NPD) Waste-0057, only the dissolved/filtered groundwater samples were compared to GWPLs. Exterior soil gas samples were compared to R2 residential soil gas published levels (RSGPLs) and commercial soil gas published levels (CSGPLs).

FFY23 CERCLA 128(a) BIL Brownfield Funded Activities

January 2024 Phase I ESA Report

The January 2024 Phase I ESA Report documents the following recognized environmental conditions (RECs):

- The proximity to the former Ed Greene & Sons Junkyard as well as reported historical activities at the Site related to handling of transformers creates potential for contamination and is considered a REC.
- Based on the historical operations and limited site investigations at the west adjacent Ed Greene & Sons Junkyard, potential surface soil, groundwater and/or vapor contamination could be present at the Site. Based on this information, further investigation is needed, including addressing the potential for a vapor encroachment condition (VEC). The lack of investigations along with historical operations on the Site is considered a REC and VEC.

January 2024 Phase II ESA Report

In December 2023, a ground penetrating radar (GPR) survey was completed across the Site; then, ten soil borings (EG-GP01 through EG-GP10) were completed with temporary wells and five shallow exterior soil gas points were installed to a depth

above 5 feet bgs to identify contamination at the Site. Soil borings were advanced to a maximum depth of 9.5 feet bgs where the bedrock interface was encountered.

Eleven surface soil samples including one duplicate sample (EG-SS01 through EG-SS10 and EG-SS-FD1), two groundwater samples including one duplicate sample (EG-GP08 and EG-GW-FD1), and six shallow exterior soil gas samples including one duplicate sample (EG-SGe01 through EG-SGe05 and EG-SGe-FD1) were collected for laboratory analysis of some or all of the following: VOCs, SVOCs, total and dissolved RCRA metals, PCBs, hexavalent chromium, and per- and polyfluorinated substances (PFAS). Groundwater was not encountered in nine of the ten temporary groundwater monitoring wells (EG-GP01 through EG-GP07, EP-GP9, and EG-GP10); therefore, only one groundwater sample was collected.

Soil sample analytical results detected arsenic, perfluorooctanoic acid (PFOA), and perfluorodecanoic acid (PFDA) in multiple samples at levels above their respective RSPLs. No other constituents analyzed in soil were detected at levels above applicable R2 published levels. Refer to Table 1, below, for a summary of contaminants in soil above applicable R2 published levels.

TABLE 1
2023 Soil Concentrations Exceeding Applicable IDEM R2 Published Levels

Sample		Contaminant Detected & Results (parts per million (ppm))		
ID	Depth (feet bgs)	Arsenic	PFOA	PFDA
EG-SS-FD1* (EG-SS01 DUP)	0-2	10.6	<0.00011	<0.00011
EG-SS07		16.2	0.00045	0.0002
EG-SS08		10.4	0.00040	0.00036
EG-SS09		11.4	0.00039	0.00026
EG-SS10		11.9	0.00068	0.00035
RSPL		10	0.0003	0.0002
CSPL		30	0.0008	0.002
XSPL		900	0.04	0.003

Notes: **bold** = above R2 Residential Soil Published Level
 bgs = below ground surface
 * = EG-SS-FD1 is a duplicate sample of EG-SS01
 PFOA = perfluorooctanoic acid
 PFDA = perfluorodecanoic acid

Perfluorooctanesulfonic acid (PFOS) and PFOA were detected above their respective GWPLs in sample EG-GW-GPO8 and its duplicate sample (FD1). In addition, the laboratory detection limit exceeded the GWPL for PFDA; therefore, it is inconclusive as an actual detected level. Refer to Table 2, below, for a summary of PFAS levels in groundwater above applicable R2 published levels. No other constituents analyzed in groundwater and no constituents in soil gas were detected at levels above applicable R2 published levels.

TABLE 2
2023 PFAS Concentrations in Groundwater Exceeding IDEM R2 Published Levels

Sample ID	Contaminant Detected & Results (parts per billion (ppb))		
	PFOS	PFOA	PFDA
EG-GW-GP08	0.0755	0.0259	<0.0194 [^]
EG-GW-FD1*	0.0746	0.0241	<0.0106 [^]
GWPL	0.004	0.004	0.00004

Notes: **bold** = above R2 Groundwater Published Level
 * = EG-GW-FD1 is a duplicate sample of EG-GW-GP08
 ^ = laboratory detection limits were higher than the R2 Groundwater Published Level and, therefore, this data is inconclusive as an actual detected level
 PFOS = perfluorooctanesulfonic acid
 PFOA = perfluorooctanoic acid
 PFDA = perfluorodecanoic acid

January 2025 FSI Report

In October 2024, a GPR survey was completed, and eleven soil borings (EG-SB01 through EG-SB11) were advanced to a maximum depth of 9 feet bgs on (or just off) both parcels of the Site. Soil borings EG-SB01 through EG-SB06 were completed in and around former test pit #3 sample (TT-3) on the West Parcel and off-Site along West Fountain Drive (EG-SB03) for the collection of subsurface soil samples to delineate lead in soil. Soil borings EG-SB07 through EG-SB09 were advanced on the East Parcel to collect deeper soil samples where none had previously been collected. Later in October, step-out hand auger borings were advanced on the West Parcel of the Site (EG-SB11), to the southeast of EG-SB02, and off-Site (EG-SB10), to the southeast of off-Site boring EG-SB-03.

Twenty-five soil samples, including two duplicate samples, were collected for analysis of some or all of the following: VOCs, SVOCs, PAHs, PCBs, RCRA metals, total lead and Toxic Characteristic Leaching Procedure (TCLP) lead. Arsenic was detected above its RSPL but below its CSPL in multiple soil samples on both parcels. Lead was detected above its RSPL in sample EG-SL-SB07 on the East Parcel and was above its XSPL in off-Site samples EG-SL-SB03 and EG-SL-SB10, adjacent to the West Parcel within the right-of-way (ROW) of West Fountain Drive. No soil samples failed TCLP lead analysis. No other contaminants were detected above their respective R2 published levels. Refer to Table 3, below, for a summary of soil analytical data above applicable R2 published levels.

In December 2024, six hand auger soil borings (EG-SB12 through EG-SB17) were advanced on- and off-Site to the south and southeast of EG-SB10 (off-Site) and EG-SB11 to delineate lead at levels above its XSPL. Soil boring EG-SB14 was advanced off-Site to the southeast of EG-SB10. Hand auger borings were completed to a maximum depth of 4 feet bgs. Eighteen soil samples including two duplicate samples were collected for analysis of VOCs, SVOCs, PAHs, PCBs, RCRA metals and TCLP

lead. Lead was detected above its CSPL in off-Site sample EG-SL-SB14 and above its XSPL. No other contaminants were detected at levels above their respective R2 published levels. Refer to Table 3, below, for a summary of soil analytical data above applicable R2 published levels.

TABLE 3
2024 Soil Concentrations Exceeding Applicable IDEM R2 Published Levels

Sample			Contaminant Detected & Results (parts per million (ppm))	
ID	Depth (feet bgs)	Date	Arsenic	Lead
EG-SL-SB03*	0-2	10/1/24	NA	719
	2-4			<u>1,420</u>
EG-SL-SB04	2-4		15.4	16.1
	4-6		20.3	25.8
EG-SL-SB05	9-11		16.3	26.8
EG-SL-SB07	2-4		13.1	613
	6-8		22.1	36.2
EG-SL-SB08	3-5		10.6	41.5
	5-7		23.0	41.8
	7-9		11.0	17.4
EG-SL-SB09	6-8	13.5	33.9	
EG-SL-SB10*	0-2	10/30/24	NA	<u>2,150</u>
EG-SL-SB11	0-2			<u>2,220</u>
	2-4			<u>1,030</u>
EG-SL-SB14*	0-2	12/17/24	NA	812
EG-SL-FD01				391
EG-SL-SB16				201
RSPL			10	200
CSPL			30	800
XSPL			900	1000

Notes: **bold** = above R2 Residential Soil Published Level
italics = above R2 Commercial Soil Published Level
underline = above R2 Excavation Worker Soil Published Level
 bgs = below ground surface NA = not analyzed
 DUP = field duplicate * = off-Site

January 2025 Karst Drainage Report

In October and November 2024, a Karst Drainage Study was conducted to determine if the proposed stormwater retention basin will have a significant impact on spring flow at the Illinois Central Spring where water is treated and disposed of due to its connectivity to and contamination from the Lemon Lane Landfill Superfund site.

Prior to the introduction of the dye at the drainage basin, background data was collected to determine if fluorescent dyes were present in the springs or surface water at sampling locations. Fluorescent dyes can be present in urban springs and surface waters due to contamination from natural and human sources including engine coolant, cleaning products and/or previous dye trace studies. Previous dye trace studies

determined that groundwater at the Site generally flows south, southeast, and southwest emerging at lower elevations along hillsides at seeps and springs. One of the dye lines shows a groundwater connection between a sinkhole dye injection 0.17-mile north-northwest of the Site and a point 0.12 mile south-southeast of the Site in a drainage channel. The Indiana Geological Survey dye trace study helped to identify four sampling locations including the Illinois Central Spring, Rinker Spring, Unnamed Tributary (UNT) to Clear Creek 1, and UNT to Clear Creek 2.

On October 20, 2024, a fluorescent dye, mixed with approximately 1,000 gallons of water, was introduced into the bedrock surface within an excavation pit located on the empty grass lot of the northwestern portion of the West Parcel of the Site. Analytical results detected fluorescent dye at Clear Creek 1 and Clear Creek 2, one week after dye application and remained present three weeks after the dye application. Over the next three weeks, no fluorescent dye was detected in the Illinois Central Spring, which indicates no significant bedrock karst feature is present on-Site and, therefore, the proposed stormwater retention basins will not significantly impact spring flow to the Illinois Central Spring.

Soil Management Plan – March 2025

To prevent exposure to detected contamination in on-Site soil, a Soil Management Plan (SMP) was prepared in March 2025 that provides guidance on how to address contamination in soil that may be encountered during activities to construct stormwater retention basins on-Site. The SMP also details soil stockpiling requirements, how soil should be handled on-Site during redevelopment, and guidance for determining off-Site disposal of contaminated soil. A containment and contingency plan details steps that should be taken if excavation work uncovers any new contamination. If soil is intended to be reused on-Site, a legitimate use determination from IDEM must be requested separately. Finally, the SMP provides guidance for dust control and worker protection such as personal protective equipment (PPE). The Program approved the SMP on March 18, 2025.

Technical Summary

Soil, groundwater, and exterior soil gas have been sampled at the Site. Contaminants detected on the Site include arsenic, lead, PFOA, and PFDA in soil and PFOS and PFOA in groundwater above their respective R2 published levels. Arsenic and lead were detected above their respective RSPLs in multiple samples and lead was detected above its CSPL and its XSPL in samples EG-SL-SB03 (off-Site), EG-SL-SB10 (off-Site), and EG-SL-SB11, EG-SL-SB14 (off-Site), and EG-SL-SB16.

Arsenic was detected above its RSPL in most samples on both parcels of the Site. The exposure pathway to arsenic can be addressed through an institutional control requiring a soil management plan to be utilized during redevelopment and construction activities on the Site.

Since lead was detected above its R2 CSPL and XSPL, TCLP analysis was completed and determined that soil was nonhazardous. Although lead was detected above its CSPL and its XSPL, contamination was delineated to the Site and adjoining ROW and the exposure pathway to lead in soil can be addressed through an institutional control requiring a soil management plan.

PFOA and PFDA were detected in soil at levels above their respective RSPLs in samples EG-SS07, EG-SS08, EG-SS09, and EG-SS10. The exposure pathway to PFAS can be addressed through an institutional control requiring a soil management plan and restricting use of the Site.

To date, two PFAS compounds, perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS), have been designated as hazardous substances under CERCLA with an effective date of July 8, 2024. On August 19, 2024, IDEM issued an interim PFAS announcement updating R2 published levels for several PFAS compounds based on certain toxicity parameters issued by the U.S. EPA. PFOS, PFOA, and/or perfluorodecanoic acid (PFDA) have been detected in soil and/or groundwater on-Site. As emerging contaminants of concern, it is possible that further on-Site sampling for PFAS may be required in the future.

Groundwater was encountered in only one of the ten temporary groundwater monitoring wells on the Site which is likely due to the shallow soil bedrock interface. Groundwater flow at the Site is intermittent and limited in occurrence to after a significant rainfall event. In addition, the Site is not located in a wellhead protection area and is projected to be developed into a stormwater retention basin. PFOS and PFOA were detected in groundwater sample EG-GW08 and its duplicate sample on Parcel #53-05-32-307-117.000-005 (West Parcel) of the Site. The exposure pathway to PFAS contaminants in groundwater can be managed with an institutional control restricting groundwater use on the West Parcel of the Site. A Karst Drainage Study was conducted to determine if the proposed stormwater retention basin will have a significant impact on spring flow at the Illinois Central Spring. The results of the study indicated that no significant bedrock Karst feature is present on-Site, and therefore, the proposed stormwater retention basins will not impact spring flow to the Illinois Central Spring.

No constituents analyzed in shallow exterior soil gas were detected at levels above applicable R2 published levels; therefore, the vapor exposure pathway is considered incomplete.

Given the historical operations conducted at the adjoining property, the detection of lead in soil above its XSPL, and the detections of arsenic and PFAS above applicable R2 published levels, an environmental restrictive covenant (ERC) will be required to be recorded on the deeds to the parcels that comprise the Site. In addition, the Program-approved soil management plan (SMP) (Document #83780481) will need to be followed to address contamination that may be encountered in soil during construction activities on the Site. Construction activities could include excavation, grading, trenching, general soil disturbance, placement of backfill, and measures to properly handle and dispose of soil are addressed in the approved SMP. As long as the Program-approved SMP is

followed, detected metals and PFAS contamination in soil will not pose a risk to human health and the environment.

Technical Conclusion

Notwithstanding contaminants in soil and/or groundwater having been detected at levels above R2 published levels, IDEM can approve a conditional commercial closure of environmental conditions at the Site under the R2 since: (1) lead in soil detected above its XSPL has been delineated to the West Parcel and adjoining ROW of West Fountain Drive, however does not extend through the ROW, (2) the exposure pathway to lead and arsenic in soil can be addressed by following the Program-approved SMP (VFC Document #83780481) and the City will also receive a Notice of Contamination Letter for lead contaminated soil within the ROW, (3) groundwater flow is intermittent on the Site and limited to occurring after a significant rainfall event due to the proximity of the soil/bedrock interface; therefore, limiting groundwater contaminant migration, (4) the Karst Drainage Study determined that the proposed stormwater retention basin will not have a significant impact on spring flow at the Illinois Central Spring, (5) the Site has access to a municipal water source, and (6) potential exposure to detected soil and/or groundwater contamination on the Site can be controlled with an institutional control.

IDEM has determined based on available data that Site conditions currently present no threat to human health or the environment and that so long as the Site is maintained to uphold the land use restrictions discussed below, Site conditions satisfy the R2 for conditional commercial closure.

IDEM concludes, in part based on information provided by the City of Bloomington Utilities that:

- (1) No state or federal enforcement action at the Site is pending;
- (2) No federal grant requires an enforcement action at the Site;
- (3) No condition on the Site constitutes an imminent and substantial threat to human health or the environment;
- (4) Neither the City of Bloomington Utilities, nor an agent or employee of the City of Bloomington Utilities caused, contributed to, or knowingly exacerbated the release or threat of release of any hazardous substance or petroleum at the Site through an act or omission;
- (5) City of Bloomington Utilities does not have any ownership interest in any entity that caused, contributed to, or knowingly exacerbated the release or threat of release;
- (6) There is no alternative basis for the City of Bloomington Utilities liability for historical contamination at the Site (e.g., liability as a generator) or by reason of the existence of a new source of contaminants on the Site; and,
- (7) Detected levels of contaminants at the Site meet conditional residential published levels established in IDEM's *Risk-based Closure Guide* (July 8, 2022, and applicable revisions).

Based on the information on known contaminant levels submitted to or otherwise reviewed by IDEM, IDEM concludes that current Site conditions do not warrant a response action at this time and does not plan to take a response action at the Site at this time. If IDEM later discovers that above-referenced reports or other information submitted to IDEM was inaccurate, or if any activities undertaken by an owner or operator exacerbate the Site contamination, then IDEM reserves the right to revoke this letter and pursue any responsible parties. Additionally, this determination does not apply to any contamination that is not described in this Site Status Letter or any future releases at the Site. Furthermore, this letter does not constitute an assurance that the Site is safe or fit for any particular use. Please be advised that any work performed at the Site must be done in accordance with all applicable environmental laws.

Institutional Control

Since levels of arsenic, lead, PFOA, and PFDA detected in soil and PFOS and PFOA detected in groundwater on-Site were above applicable R2 published levels, and taking into consideration the redevelopment of the Site with stormwater retention basins, an environmental restrictive covenant (ERC) is required to be recorded on each of the deeds for the two parcels that comprise the Site to ensure no exposure to on-Site contamination. As a condition of the effectiveness of the Site Status Letter, IDEM is requiring land use restrictions in the enclosed ERCs, which are summarized below:

Parcel #53-05-32-307-117.000-005 (West Parcel)

- No residential use.
- No groundwater use.
- No soil disturbance without following the Program-approved soil management plan (SMP).

Parcel #53-05-32-307-089.000-005 (East Parcel)

- No residential use.
- No soil disturbance without following the Program-approved SMP.

In order for IDEM to consider this letter effective, the enclosed ERCs, each of which includes a copy of the Site Status Letter, must be recorded on the deeds for the two parcels that comprise the Site in the Monroe County Recorder's Office. Instructions explaining the process of how to correctly record the ERCs are enclosed. Please return a certified copy of each of the recorded ERCs to Tonya Keller at tokeller@ifa.in.gov or at the address listed below:

Indiana Brownfields Program
100 North Senate Avenue, Room 1275
Indianapolis, Indiana 46204
ATTN: Tonya Keller

Ed Greene Property, Bloomington – Site Status Letter
BFD #4050015
July 21, 2025
Page 11 of 11

IDEM is pleased to assist the City of Bloomington Utilities with this request. Should you have any questions or comments, please contact Tracey Michael of the Indiana Brownfields Program at 317-232-4402 or by email at tmichael@ifa.in.gov.

Sincerely,



Andrew Pappas
Deputy Assistant Commissioner
Office of Land Quality

Enclosure [ERCs]

cc: Ashley Green, U.S. EPA Region 5
Meredith Gramelspacher, Indiana Brownfields Program
Tracey Michael, Indiana Brownfields Program
Chris Parks, IWM Consulting Group
Monroe County Health Department

EXHIBIT D

TABLE 1

Ed Greene Property, Bloomington – BFD #4050015
2023 Soil Concentrations Exceeding IDEM R2 Published Levels

TABLE 2

Ed Greene Property, Bloomington – BFD #4050015
2024 Soil Concentrations Exceeding IDEM R2 Published Levels

TABLE 3

Ed Greene Property, Bloomington – BFD #4050015
2023 PFAS Concentrations in Groundwater Exceeding IDEM R2 Published Levels

TABLE 1
Ed Greene Property, Bloomington – BFD #4050015
2023 Soil Concentrations Exceeding IDEM R2 Published Levels

Sample		Contaminant Detected & Results (parts per million (ppm))		
ID	Depth (feet bgs)	Arsenic	PFOA	PFDA
EG-SS07	0-2	16.2	0.00045	0.00021
EG-SS08		10.4	0.00040	0.00046
EG-SS09		11.4	0.00039	0.00045
EG-SS10		11.9	0.00068	0.00045
RSPL		10	0.0003	0.0002
CSPL		30	0.0008	0.002
XSPL		900	0.04	0.003

Notes: **bold** = above R2 Residential Soil Published Level
 bgs = below ground surface
 PFOA = perfluorooctanoic acid (PFOA)
 PFDA = perfluorodecanoic acid (PFDA)

TABLE 2
Ed Greene Property, Bloomington – BFD #4050015
2024 Soil Concentrations Exceeding IDEM R2 Published Levels

Sample			Contaminant Detected & Results (parts per million (ppm))	
ID	Depth (feet bgs)	Date	Arsenic	Lead
EG-SL-SB03*	0-2	10/1/24	NA	719
	2-4			<u>1,420</u>
EG-SL-SB04	2-4		15.4	16.1
	4-6		20.3	25.8
EG-SL-SB05	9-11		16.3	26.8
EG-SL-SB10*	0-2		10/30/24	NA
EG-SL-SB11	0-2	<u>2,220</u>		
	2-4	<u>1,030</u>		
EG-SL-SB14*	0-2	12/17/24		812
EG-SL-FD01**				319
EG-SL-SB16				201
RSPL			10	200
CSPL			30	800
XSPL			900	1000

Notes: **bold** = above R2 Residential Soil Published Level
italics = above R2 Commercial Soil Published Level
underline = above R2 Excavation Worker Soil Published Level
 bgs = below ground surface NA = not analyzed
 ** = field duplicate * = off-Site

TABLE 3
Ed Greene Property, Bloomington – BFD #4050015
2023 PFAS Concentrations in Groundwater Exceeding IDEM R2 Published Levels

Sample ID	Contaminant Detected & Results (parts per billion (ppb))		
	PFOS	PFOA	PFDA
EG-GW-GP08	0.0755	0.0259	<0.0194 [^]
EG-GW-FD1*	0.0746	0.0241	<0.0106 [^]
GWPL	0.004	0.004	0.0004

Notes: **bold** = above R2 Groundwater Published Level

* = field duplicate

[^] = laboratory detection limits were higher than the R2 Groundwater Published Level and, therefore, this data is inconclusive as an actual detected level

PFOS = perfluorooctanesulfonic acid

PFOA = perfluorooctanoic acid

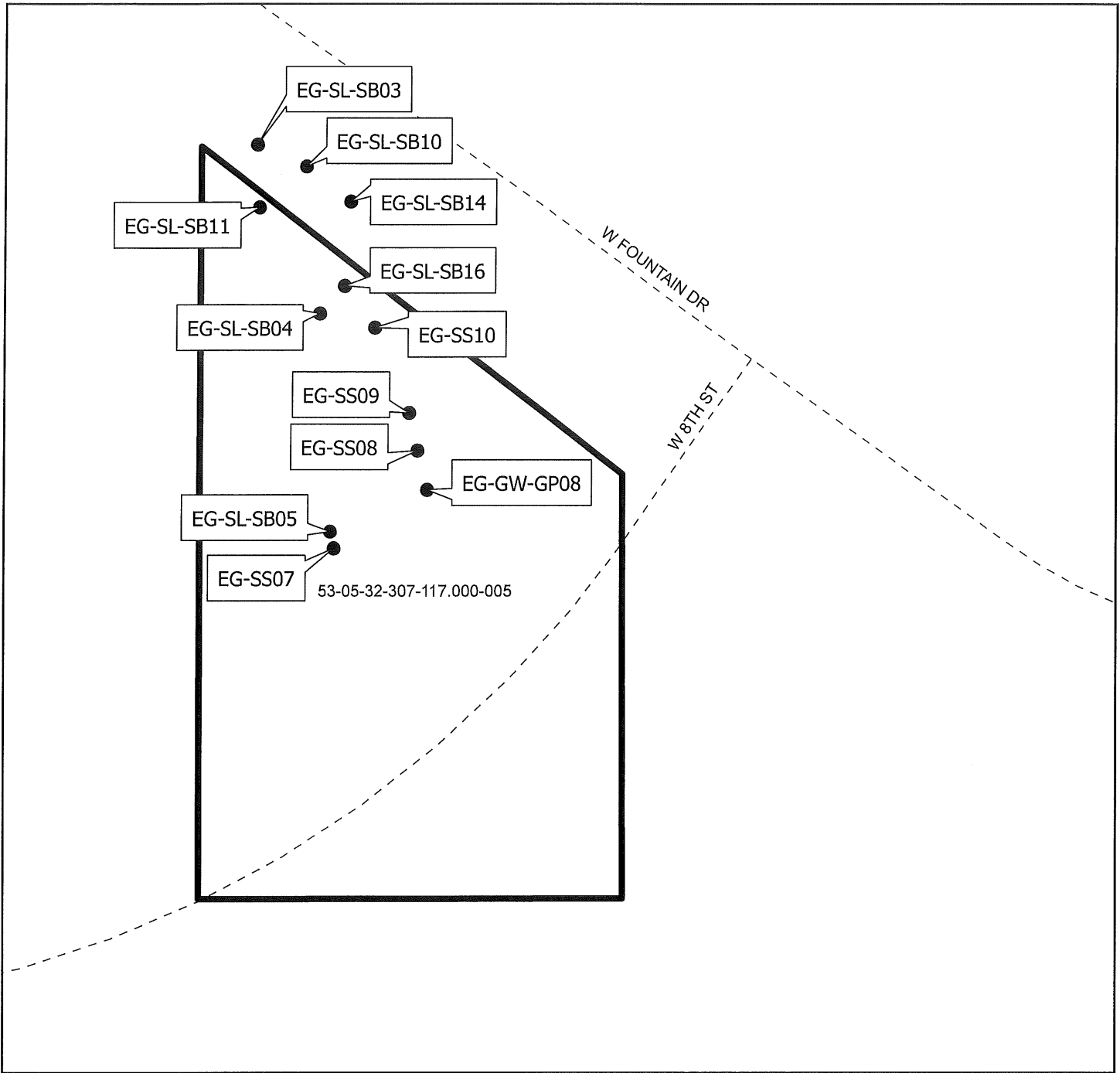
PFDA = perfluorodecanoic acid

EXHIBIT E

Ed Greene Property, Bloomington – BFD #4050015
Site Map Depicting Sampling Locations at Which
COCs Were Detected Above Applicable IDEM R2 Published Levels

DISCLAIMER: Information on this map is being provided to depict environmental conditions on the Real Estate that are the subject of the land use restrictions contained in the Covenant to which this map is attached and incorporated. The land use restrictions contained in the Covenant were deemed appropriate by the Department based on information provided to the Department by the Owner or another party investigating and/or remediating the environmental conditions on the Real Estate. This map cannot be relied upon as a depiction of all current environmental conditions on the Real Estate, nor can it be relied upon in the future as depicting environmental conditions on the Real Estate.

BFD 4050015 - Site Map Depicting Sample Location Where COCs Were Detected Above Applicable IDEM Risk-Based Closure Guide (R2) Published Levels



Mapped By: Vickey Robinson, GIS & Digital Services Specialist, Indiana Brownfields Program, April 21, 2025

Real Estate: Warranty Deed – Book 425, Page 500
Recorded 08/15/1994

Parcel Info: The Real Estate consists of Parcel Identification Number:
53-05-32-307-117.000-005

Sample Info: Sample Locations based on "Figure 2 – Site Map" from Phase II Environmental Site Assessment Report dated 1/23/2024 and "Figure 2 – Site Map" from Further Site Investigation Report dated 1/24/2025 by IWM Consulting Group

PLSS Info: Section 32, T9N, R1W, Bloomington Township, Monroe County, Indiana

Property Info: W Fountain Drive, Bloomington, Indiana

Disclaimer: This Map is intended to serve as an aid in graphic representation only. This information is not warranted for accuracy or other purpose.

SAMPLE LOCATION - - - STREET
 REAL ESTATE

Monroe County

Project Area