

Redevelopment Commission Agenda

February 23, 2026, 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/86516440562?pwd=1sPZt9bIXzpRQ6lBZlinFwJuWnDmX.1>
Meeting ID 865 1644 0562 Passcode 291691

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: 1/1/2026-12/31/2026 (Council Appointment)
- Sue Sgambelluri, Vice-President – Term: 1/1/2026-12/31/2026 (Appointed by the Mayor)
- John West, Secretary – Term: 1/1/2026 – 12/31/2026 (Appointed by the Mayor)
- Laurie McRobbie – Term: 1/1/2026 – 12/31/2026 (Appointed by the Mayor)
- Randy Cassady – Term: 1/1/2026 – 12/31/2026 (Council Appointment)
- Sam Fleener – Term: 1/1/2025 – 12/31/2025 (MCCSC Representative, non-voting)
- Anna Killion-Hanson- Redevelopment Commission Executive Director
- Geoff McKim – Redevelopment Commission Treasurer

1. Roll Call

2. Minutes

- January 5, 2026

3. Examination of Claim Registers

- January 30, 2026, for \$1,405,924.06
- February 13, 2023, for \$1,116,493.52

4. Examination of Payroll Registers

- February 6, 2026, for \$64,030.88
- February 20, 2026 for \$64,030.94

5. Report of Officers and Committees

- Director's Report
- Legal Report
- Treasurer's Report
- Business Development Update
- Hopewell Engineering Report

6. New Business

- [Resolution 26-12](#): Resolution 26-12: Approval of First Amendment to 2023 CDBG Physical Improvement Grant Agreement with New Hope for Families.
- [Resolution 26-13](#): Approval of First Amendment to 2024 CDBG Physical Improvement Grant Agreement with Summit Hill Community Development Corporation (SHCDC).
- [Resolution 26-14](#): Approval to Allow the Director of Housing and Neighborhood Development to Grant Rights of Entry to Redevelopment Commission Properties.
- [Resolution 26-15](#): Approval of Agreement with Centerstone of Indiana, Inc. for Temporary Parking at 714 Rogers Street.
- [Resolution 26-16](#): Approval of Amendment for Environmental Services at College Square

7. Business/General Discussion

8. Adjournment

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

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 met on Monday, February 2, 2026, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom with President Deborah Myerson presiding:

[CATS - Bloomington Redevelopment Commission 2/2](#)

1. Roll Call

Commissioners Present:

Deborah Myerson, President
Sue Sgambelluri, Vice President
John West, Secretary
Randy Cassady
Laurie McRobbie
Sam Fleener, MCCSC Representative (Zoom)

City Staff Present:

Anna Killion-Hanson, Director, Housing and Neighborhood Development Department (HAND)
Tammy Caswell, Financial Specialist, HAND
Jane Kupersmith, Director, Economic & Sustainability Department (ESD)
Anna Dragovich, Capital Projects Manager, ESD
Kendall Knoke, Project Engineer, Engineering Department
Zac Rogers, Project Manager, Engineering Department
Dana Kerr, Assistant City Attorney, Legal Department
Geoff McKim, City Controller

Others Present:

Dave Askins, B-Square Bulletin

2. Approval of the Minutes

John West moved for approval of the minutes for January 5, 2026 and the Executive Session Summary for January 27, 2026. Sue Sgambelluri seconded the motion. The motion passed unanimously.

3. Examination of Claim Registers

Sue Sgambelluri moved to approve the claim register for January 16, 2026, in the amount of \$86,700.78. Laurie McRobbie seconded the motion. The motion passed unanimously.

4. Examination of Payroll Registers

Sue Sgambelluri moved to approve the January 9, 2026, payroll registers for \$62,706.67 and January 23, 2026 for \$64,030.90. Randy Cassady seconded the motion. The motion passed unanimously.

5. Director's Report

Anna Killion-Hanson reported that staff will host a public meeting on February 5, 2026, at 5:30 p.m. in the City Council Chambers to discuss the creation of Bloomington's first residential Tax Increment Financing (TIF) districts for the future Sudbury Neighborhood and Hopewell South.

Hopewell South will return to the Plan Commission for its second hearing on Monday, February 9, 2026, at 5:30 p.m. In addition, staff will host a lecture on incremental development on Thursday, February 12, 2026, at 6:00 p.m. The lecture will feature Eric Kronberg, Founder of Kronberg Urbanists + Architects and faculty member with the Incremental Development Alliance. Registration is required

through the link provided in the email invitation.

The Redevelopment Commission (RDC) does not appear to have a quorum for its February 16, 2026, meeting, and staff are working to reschedule it for Monday, February 23, 2026. Appraisals are currently underway for four RDC-owned lots on Dodds Street. Once the appraisals are complete, the proposed public offerings will be presented to the RDC for consideration.

Finally, the City Council approved the 2026 Community Development Block Grant (CDBG) allocation recommendations.

Legal Report

Dana Kerr was available for questions.

Treasurer's Report

Geoff McKim shared that staff would be meeting with Reedy Financial Group to discuss end-of-year reporting.

Business Development Update

Jane Kupersmith provided an update on Resolution 25-108, previously approved by the Redevelopment Commission (RDC), concerning a lease agreement for the 4th Street Garage with Visit Bloomington.

Visit Bloomington was required to secure several additional approvals before staff could execute the lease. The final approval was granted last week by the Monroe County Convention and Visitors Bureau, which authorized funding to support the lease agreement.

With all necessary approvals now in place, staff will proceed with obtaining signatures. A mid-February start date is currently anticipated.

6. Resolution 26-05 - Approval of Preliminary Design Contract for Hopewell South.

Kendall Knoke presented Resolution 26-05, which authorizes subdivision work and the preparation of detailed construction documents. Flintlock will serve as the project consultant, supporting the rezoning process, developing conceptual drawings and home floor plans, and conducting outreach to builders.

The scope of work also includes engineering and technical services, such as improvements to adjacent roadways, reconstruction of Fairview and Jackson Streets, construction of internal streets reflected in the current concept plan, and utility planning. In addition, a lot line adjustment will be completed for the parcel west of Fairview to position the property for future residential development. The subdivision will incorporate the former convalescent building at 714 South Rogers, which is part of the same parcel.

The agreement authorizes an amount not to exceed \$424,000. Knoke responded to questions from the commission.

Deborah Myerson called for public comment; none was received. John West moved to approve Resolution 26-05, and Laurie McRobbie seconded the motion. Randy Cassady voted in opposition. The motion passed by a vote of 2-1.

7. Resolution 26-06 - Approval of Final Balancing Change Order for 1st Street Reconstruction

Project. Zac Rogers presented Resolution 26-06 for consideration. The project is partially funded with federal dollars, with the required local match provided through the Consolidated TIF. Indiana Department of Transportation (INDOT) selected Milestone Contractors to perform the construction services, and the contract has previously been amended through approved change orders.

Staff negotiated Change Order No. 8 in the amount of \$4,745.52 for sidewalk trench drains, as well as a final balancing change order totaling \$307,732.60 to reconcile project overruns and underruns. An additional \$89,484.36 is required to cover the remaining outstanding balance, bringing the total project cost to \$6,773,596.63. Rogers responded to questions from the commission.

Deborah Myerson called for public comment; none was received. Randy Cassady moved to approve Resolution 26-06, as amended, and Laurie McRobbie seconded the motion. The motion passed unanimously.

- 8. Resolution 26-07: Approval of Conveyance of Convention Center Lots to RDC.** Dana Kerr presented Resolution 26-07, which concerns the transfer of several parcels: South College Avenue (Parcel No. 53-08-04-208-002.000-009), Lot 2 at Convention Center Square, 350 S. College Avenue (Parcel No. 53-08-04-200-171.000-009), and a portion of Lot 27 in the Seminary Plat.

Kerr explained that the Bloomington Municipal Facilities Corporation (BMFC) adopted a resolution in 2023 and executed quitclaim deeds transferring the properties to the Redevelopment Commission (RDC). However, pursuant to Indiana Code 36-1-11-8, when property is exchanged between governmental entities, both parties must adopt substantially similar resolutions. Adoption of Resolution 26-07 is therefore required to satisfy this statutory requirement and to update the transfer with the County Auditor. Kerr responded to questions from the commission.

Deborah Myerson called for public comment; none was received. Laurie McRobbie moved to approve Resolution 26-07, and John West seconded the motion. The motion passed unanimously.

- 9. Resolution 26-08: Approval of Payment of Property Insurance to Hylant.** Dana Kerr presented Resolution 26-08, authorizing payment of the annual property insurance premium for RDC-owned structures in the amount of \$66,603. The premium will be paid from the Operating Fund (Fund 2519) for Hylant Invoice #618764.

Anna Killion-Hanson noted that 615 West First Street was inadvertently included on the policy, as the structure has been demolished as part of the Hopewell South project. A credit will be requested to correct the error.

Commissioners asked staff to prepare a follow-up addendum formally listing the specific properties covered under the policy so it may be appended to the resolution for the public record.

Deborah Myerson called for public comment; none was received. John West moved to approve Resolution 26-08, as amended, and Sue Sgambelluri seconded the motion. The motion passed unanimously, with the understanding that the addendum will be attached once finalized.

- 10. Resolution 26-09: Approval of Intellectual Property Agreement with Incremental Development Alliance for Services Related to Incremental Development Alliance Training Sessions.** Anna Killion-Hanson presented Resolution 26-09, requesting approval to acknowledge that certain intellectual property language in the existing contract with Flintlock also extends to the Incremental Development Alliance for training sessions related to the redevelopment of Hopewell South Blocks 9 and 10.

This resolution does not create a new contract or change the terms with Flintlock, but formally recognizes that paragraphs A, B, and C of Section 13 regarding intellectual property may be relied upon by the Alliance. Killion-Hanson was available for questions.

Deborah Myerson called for public comments; none was received. Laurie McRobbie moved to approve resolution 26-09. Sue Sgambelluri seconded the motion. The motion passed unanimously.

11. Resolution 26-10: Agreement with VET for Environmental Services at College Square. Anna Killion-Hanson presented Resolution 26-10. Killion-Hanson explained that, following discussions with the Indiana Department of Environmental Management (IDEM), further investigation is necessary to obtain a Site Status Letter. The additional scope of work includes groundwater sampling to delineate petroleum impacts and to determine whether identified groundwater metal impacts are dissolved.

She noted that this request is being brought forward because previously approved due diligence funding under Resolution 25-46 was short by \$73, and supplemental funding is required to complete the remaining sampling work. The agreement authorizes an amount not to exceed \$14,159.79, with funding to be drawn from the TIF 2519 account. Killion-Hanson responded to questions from the commission.

Deborah Myerson called for public comment; none was received. Randy Cassady moved to approve Resolution 26-10, and Laurie McRobbie seconded the motion. The motion passed unanimously.

12. Resolution 26-11: Approval of General Municipal Engagement Agreement with Reedy Financial Group, PC. Dana Kerr and Geoff McKim presented Resolution 26-11. McKim explained that Indiana Code requires redevelopment commissions to complete annual reports and spending plans, and that the Controller, as Treasurer of the RDC, is responsible for preparing these reports. He noted that Reedy Financial Group has worked with the City in 2024 and 2025 and has contributed to the quality and accuracy of RDC reporting. The agreement includes services related to ongoing reporting requirements as well as financial advisory support for potential future bonding. The contract is for an amount not to exceed \$85,000, with funding to come from the TIF account 2519. Staff noted the RDC would be billed only for services utilized. Kerr and McKim were available for questions.

Commissioners noted two amendments, including correction of a typographical error and revision of the authorization expiration date to January 31, 2028.

Deborah Myerson called for public comment; none was received. Laurie McRobbie moved to approve Resolution 26-11, as amended. John West seconded the motion. The motion passed unanimously.

13. OLD BUSINESS

14. ADJOURNMENT John West moved to adjourn. Randy Cassady seconded the motion. The meeting adjourned at 6:35 p.m.

Deborah Myerson, President

John West, Secretary

Date: _____

City of Bloomington, Indiana; Bloomington Public Transportation Corporation
Statement of Values
January 1, 2026-2027



CBI ID	Pol #	Dept	Address	Occupancy/Dept.	Building	Personal Property	TIV	Rental Income
315950	1	1	220 East 3rd Street	Police Headquarters and 100 foot tower	2,150,000	458,000	2,608,000	
315951	2	2	401 North Morton Street	Public Works-Showers Bldg City Hall Incl Fountains, Shelter House & Parking Lot	11,589,500	416,000	12,005,500	late 16
315953	4	2	245 West 7th Street	Public Works-Morton Street Garage (552 spaces)	20,000,000		20,000,000	
315954	5	2	7th & Walnut	Public Works-Walnut Street Garage (552 spaces)	6,550,000		6,550,000	
315956	6	14-S	5555 North Bottom Road	Utl Sewer-Blucher Poole Wastewater Plant incl all bldg, concrete, & equip	38,000,000		38,000,000	
315957	7	14-S	100 West Dillman Road	Utl Sewer-Dillman Road Wastewater Plant incl all bldg, concrete & equipment	96,606,250	499,000	97,105,250	
315960	8	14-W	7470 Shield Ridge Rd (S)	Utl Water-Monroe Water Treatment Plant-Bldg, Equipment, Intake, Storage, Pump Station	45,000,000		45,000,000	
332381	9	11	300 East 4th Street	Fire Department Headquarters	1,810,000	284,000	2,094,000	
387428	10	15	114 E Kirkwood	Buskirk-Chumley Theatre-640 seat theater	3,330,000		3,330,000	
452085	11	15	1500 N. College	Miller Showers Park-Benches, Statues, Basin, Pier, Piping, Equipment	4,810,000		4,810,000	
521380	12	14	600 E Miller Dr	Utilities-Headquarters; out buildings	5,040,000	746,000	5,786,000	
784056	13	15	1700 West Bloomfield Road	Twin Lakes Recreation Center-Health Club	31,230,000	631,000	31,861,000	
859883	14	16	3410 South Walnut Street	Animal Shelter	2,820,000	138,000	2,958,000	
859884	15	15	1100 W 4th Street	Rose Hill Cemetery-Mausoleum; Office; Workshop	191,000		191,000	
859885	16	2	800 East Miller Drive	Public Works-Fleet Maintenance Garage	734,000	125,000	859,000	
859886	17	11	900 North Woodlawn	Fire Station 3	340,000	124,000	464,000	
859887	18	11	2201 East 3rd Street	Fire Station 4	502,000	147,000	649,000	
859888	19	11	1987 S Henderson St	Fire Station 5	430,000	118,000	548,000	
859889	20	11	209 South Fairfield Drive	Fire Station 2	1,580,000	212,000	1,792,000	
859890	21	11	3190 South Walnut Street	Fire Training Center	469,000		469,000	
859896	22	2	3406 South Walnut Street	Public Works-Sanitation Garage	864,000	12,500	876,500	
859899	24	15	345 South Adams Street	Parks & Rec Ops Building-Building; Fencing; Barn	496,000	6,300	502,300	
859900	25	15	930 West 7th Street	Banneker Community Center-Rec Building	1,660,000	5,700	1,665,700	
859901	26	15	331 South Washington Street	The Waldron, Hill, and Buskirk Park (formally known as Third Street Park)-Shelter House; fountain; playground	129,000		129,000	
859902	27	15	349 South Walnut Street	Project School	525,000	5,700	530,700	95,000
859903	28	15	704 West Graham Drive	Broadview Park-Playground Equipment	29,500		29,500	
859904	29	15	1001 South Henderson Street	Bryan Park-Pool, bath house, equipment, maintance bldg, restroom, shelter houses, tennis court, retaining wall	3,250,000		3,250,000	
859905	30	15	619 West Howe Street	Building Trades Park-Playground Equipment; restrooms	199,000		199,000	
859906	31	15	2851 N Old State Rd 37	Lower Cascades Park-Shelter Houses, Equipment, Fields, Restrooms, Fencing and Gates	1,570,000	6,900	1,576,900	
859907	32	15	3550 North Kinser Pike	Upper Cascades Park/golf course; all out bldgs; fencing; playground	1,240,000	46,800	1,286,800	
859909	33	15	2100 South Henderson Street	Frank Southern Ice Arena	2,950,000	86,700	3,036,700	
859910	34	15	3300 North Headley Road	Griffy Lake Park-Boat Storage; restroom, docks	1,080,000		1,080,000	
859911	35	15	349 South Washington Street	Allison-Jukebox Community Center-Rec Building	1,230,000	26,500	1,256,500	
859912	36	15	1100 West 14th Street	Mills Pool-Bath House & Pool	1,210,000		1,210,000	
859913	37	15	2300 East Canada Drive	Olcott Park-Athletic Field, concession, lighting, equipment, restrooms, shelter house	1,150,000	48,400	1,198,400	
859914	38	15	4421 East Morningside Drive	Park Ridge East Park-Shelter House	204,000		204,000	
859915	39	15	3421 East Longview Avenue	Park Ridge Park-Shelter House	118,000		118,000	
859916	40	15	950 South Harvey Drive	Park Square Park-Playgroup Equipment & Shelter	106,000		106,000	
859917	41	15	1600 East Elliston Drive	Sherwood Oaks Park-Pedestrian Bridge & Shelter	429,000		429,000	
859918	42	15	1600 South Sycamore Court	Southeast Park-Playgroup Equipment & Shelter	177,000		177,000	
859919	43	15	1400 W RCA Park Drive	RCA Park (formally known as Thomson Community)-Restrooms, Fencing, Playground, Shelter House	160,000		160,000	
859920	44	15	2350 West Bloomfield Road	Twin Lakes Sports Park-Complex, Bldgs and Equipment	1,460,000	43,900	1,503,900	3,549,042
859921	45	15	812 West 9th Street	Butler Park (9th Street Park)-Playground Equipment, Restrooms, Shelter	88,800		88,800	
859922	46	15	2800 South Highland Avenue	Winslow Sports Complex - concession stands, dugouts, lighting, playground, restroom, tennis courts, & all other blgss	2,090,000	25,100	2,115,100	
859923	47	15	2120 South Highland Avenue	Winslow Woods Park-Playground & Shelter	100,000		100,000	
859924	48	15	4685 S Leonard Springs Road	Leonard Springs Nature Park-recreation Equipment & restrooms	53,800		53,800	
859927	49	BT	130 W Grimes Lane	Transit-Main Office/Garage (leased building to IU)		1,257,000	1,257,000	
859928	50	13	1981 S Henderson St	Street Department -Office Headquarters & Salt Barn	343,000	24,100	367,100	
859929	51	13	1969 S Henderson St	Street Department -Sand/Saul Dome; Garage; Storage; Canopy	4,540,000	6,300	4,546,300	
859930	52	14-S	Misc Lift Stations and Tanks	Utl Sewer	1,530,000		1,530,000	
859931	53	14-W	Misc Tanks, Pump, & Buildings	Utl Water	5,920,000	237,000	6,157,000	
1011946	54	2	1100 South Weimer Road	Public Works Building-Artists Studios	226,000		226,000	
1413389	57	14-W	4101 S. Harrell Road	Utl Water-Pumping Station & Storage Tank	6,550,000	1,148,000	7,698,000	
1534094	58	6	301 South Walnut Street	Dispatch Center/Transit Passenger Transfer Facility	8,640,000	1,893,000	10,533,000	
1600543	62	15	1611 South Rogers Street	Shop/Storage	791,000		791,000	59,216
1692502	64	1	3150 S Walnut Street	Police Training Facility	892,000	57,400	949,400	
1987426	65	15	1100 N. Illinois Street	Crestmont Park - Shelter Houses; playground	27,200		27,200	
1987427	66	15	245 W. Grimes Lane	Railroad Building-BPD Substation	143,000		143,000	
1987428	67	16	3411 South Walnut Street	Waste Incinerator	56,800		56,800	
2203081	69	RDC	627 N. Morton St	Redevelopment-Leased office space	734,000	11,500	745,500	
2372789	70	RDC	642 N. Madison Street	Trades District-Dimension Mill	3,390,000	11,500	3,401,500	
2411640	71	11	1605-1607 Gray Street	Leased space for Fire Department Equipment		574,000	574,000	
2530197	72	BT		Transit-Bus Shelters	215,000		215,000	
2539362	73	RDC	200-226 South College Ave	College Square	5,650,000	411,000	6,061,000	35,000
2569505	74	15	1601 S Rogers St	Switchyard Park 65 acres, Pavilion, Splash Pad, restrooms, courts, outbuildings, bridges, equipment	11,440,000		11,440,000	

City of Bloomington, Indiana; Bloomington Public Transportation Corporation
 Statement of Values
 January 1, 2026-2027



CBI ID	Pol #	Dept	Address	Occupancy/Dept.	Building	Personal Property	TIV	Rental Income
2675307	75	1	3240 S Walnut Street	Evidence Building	931,000		931,000	
2676803	76	11	2917 S. McIntire Drive	Leased space for Fire Department Equipment		1,033,000	1,033,000	
2763929	77	RDC/PW	489 W. 10th St	Trades District Garage/ Parking Garage/Comm. Office Space	15,140,000		15,140,000	
2783278	78	13	121 West Allen Street	Street Department - Storage Bldg	226,000	459,000	685,000	
315952	79	RDC/PW	4th & Walnut	Public Works-Fourth Street Garage (535 spaces)	18,390,000	574,000	18,964,000	
2831621	80	2	122 S. Walnut Street	Public Works-ESD Temporary Manage Facility	3,160,000	230,000	3,390,000	
2947667	84	RDC	645 West 1st Street	Home Demolished	141,000	28,700	169,700	
2995539	83	RDC	320 W. 8th Street	Showers Building	10,010,000		10,010,000	
3072296	84	15	2000 E Winslow Road	Rogers Family Park	446,000		446,000	
3072297	85	15	3010 East Daniel Street	Schmalz Farm park	194,000		194,000	
3083605	86	RDC	714 South Rogers Street	Convalescent Center Value 16,000,000 Policy Sub-Limited \$1,500,000	16,000,000		16,000,000	
3083604	88	RDC	601 West Second Street	BH Parking Garage Value 3,100,000 Policy Sub-Limited \$2,000,000	2,000,000		2,000,000	
	89	RDC	617 N Madison	The Forge-2 S Lease office space	11,700,000		11,700,000	
	90	CBPBC	302 S College Ave	Convention Center	9,902,880	306,000	10,208,880	450,000

73,546,750 Building increase from AFM

Totals	435,079,730	12,474,000	447,553,730	4,188,258
Equipment Total		7,632,078		
TIV			459,374,066	
Policy Limit			300,000,000	

City of Bloomington, Indiana;
Statement of Values
January 1, 2026-2027

CBI ID	Pol #	Dept	Year	Construction	Sq Feet
315950	1	1	1963, re	Masonry	21,300
315951	2	2	800, re	Masonry, sprinkled	75,620
315953	4	2	2003	Poured Concrete	
315954	5	2	2000	Poured Concrete	
315956	6	14-S	1970	Concrete/Metal/Mas	58 Acres
315957	7	14-S	1982	Concrete/Metal/Mas	99 Acres
315960	8	14-W	1967	Concrete/Metal/Mas	33 Acres
332381	9	11	1990	Masonry, Sprinkled	12,000
387428	10	15	1900	Masonry/Wood	1,362
452085	11	15			
521380	12	14	2007	Masonry/Metal, sprin	21,000
784056	13	15	2000	Masonry/Metal, sprin	100,000
859883	14	16	1965/20	Masonry/Wood	15,000
859884	15	15		Cemetery	
859885	16	2		Masonry/Metal	
859886	17	11	1963	Masonry/Wood	5,236
859887	18	11		Masonry/Wood	
859888	19	11		Masonry/Wood	
859889	20	11	2001	Masonry/Noncombu	8,268
859890	21	11		Metal	
859896	22	2	1997	Metal	
859899	24	15	1937	Masonry	4,500
859900	25	15	1915	Masonry/Wood	11,264
859901	26	15		Public Park	
859902	27	15	1939	Masonry	130,000
859903	28	15		Public Park	
859904	29	15			
859905	30	15			
859906	31	15			
859907	32	15			
859909	33	15	1960/re	Masonry/Wood	25,500
859910	34	15			
859911	35	15	1937	Masonry/Wood	5,762
859912	36	15			
859913	37	15			
859914	38	15		Public Park	
859915	39	15		Public Park	
859916	40	15		Public Park	
859917	41	15		Public Park	
859918	42	15		Public Park	
859919	43	15		Public Park	
859920	44	15	1993		
859921	45	15		Public Park	
859922	46	15		Public Park	
859923	47	15		Public Park	
859924	48	15			
859927	49	BT			
859928	50	13		Masonry/Wood	
859929	51	13		Masonry/Wood	
859930	52	14-S			
859931	53	14-W			
1011946	54	2	1950	Masonry NC	2,200
1413389	57	14-W	2013	Masonry	
1534094	58	6	2014	Masonry, sprinkled	11,681
1600543	62	15	1991	Metal/Masonry/Woo	10,350
1692502	64	1	2008	Concrete	10,000
1987426	65	15			
1987427	66	15	1950	Masonry/wood	2,350
1987428	67	16			
2203081	69	RDC			
2372789	70	RDC	1910	Masonry	30,222
2411640	71	11			
2530197	72	BT		Metal	
2539362	73	RDC	1956	concrete masonry	39,045
2569505	74	15	2019		11,000

City of Bloomington, Indiana;
 Statement of Values
 January 1, 2026-2027

CBI ID	Pol #	Dept	Year	Construction	Sq Feet
2675307	75	1		Metal	7,200
2676803	76	11		Steel Construction	6,000
2763929	77	RDC/PW		Parking Garage/ Off	118,437/6,435
2783278	78	13		Joisted/ Masonry Lir	2,000
315952	79	RDC/PW	1986	Poured Concrete	180,080
2831621	80	2	1915	Limestone Foundati	8,712
2917667	81	RDC			
2995539	83	RDC			
3072296	84	15			
3072297	85	15			
3083605	86	RDC			
3083604	88	RDC			
	89	RDC	2024	Noncombustible	22,000
	90	CBPBC	1980	Joisted/ Masonry	43,056





**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON

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

**JESSICA MCCLELLAN
CONTROLLER**

CONTROLLER'S OFFICE

p 812.349.3412
f 812.349.3456
controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Geoffrey McKim, Treasurer
Date: 01-30-2026 (\$1,405,924.06)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 01-17-2026 to 01-30-2026. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

A handwritten signature in cursive script that reads "Cheryl Gilliland".

Cheryl Gilliland-Deputy Controller
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 01-17-2026 to 01-30-2026, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

DocuSigned by:

A handwritten signature in cursive script that reads "Margie Rice".

E9A0FAE19B82413

Margie Rice, Corporation Counsel



Board of Redevelopment Commission Claim Register

Invoice Date Range 01/17/26 - 01/30/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 15 - HAND										
Program 150500 - Housing										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	143Q-GGWX-3MHT	15-(1) Big & Tall Office Chair	Paid by EFT # 70375		01/20/2026	01/20/2026	01/30/2026		01/30/2026	129.98
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FT3-Q9WQ-6W4L	15-High Back Executive Office Chair-12/29/25	Paid by EFT # 70375		01/20/2026	01/20/2026	01/30/2026		01/30/2026	177.99
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17FT-CKL6-7F3G	15-Office chairs, pens, Ipad case&screen protector	Paid by EFT # 70375		01/20/2026	01/20/2026	01/30/2026		01/30/2026	417.03
							Account 52420 - Other Supplies Totals		Invoice Transactions 3	\$725.00
Account 53960 - Grants										
5309 - GMS- Pavilion Properties, LLC	R101-Thomas/John	15-R101-Thomas/Johnson-Rent Ass't-200 S Madison St	Paid by Check # 81099		01/20/2026	01/20/2026	01/30/2026		01/30/2026	500.00
							Account 53960 - Grants Totals		Invoice Transactions 1	\$500.00
							Program 150500 - Housing Totals		Invoice Transactions 4	\$1,225.00
Program 151600 - Title 16										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1TD3-LCDW-FYRM	15-desk chair, calendar	Paid by EFT # 70375		01/20/2026	01/20/2026	01/30/2026		01/30/2026	12.09
6530 - Office Depot, INC	450106003001	15-Pd note stamp	Paid by EFT # 70495		01/20/2026	01/20/2026	01/30/2026		01/30/2026	22.75
							Account 52110 - Office Supplies Totals		Invoice Transactions 2	\$34.84
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1V39-1GYW-9WYH	15-Monitor stand	Paid by EFT # 70375		01/20/2026	01/20/2026	01/30/2026		01/30/2026	13.56
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	17FT-CKL6-7F3G	15-Office chairs, pens, Ipad case&screen protector	Paid by EFT # 70375		01/20/2026	01/20/2026	01/30/2026		01/30/2026	460.19
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	139T-YR9C-QX3X	15-office chair	Paid by EFT # 70375		01/20/2026	01/20/2026	01/30/2026		01/30/2026	161.49
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1F3F-4LTR-DDWK	15-received stamp	Paid by EFT # 70375		01/20/2026	01/20/2026	01/30/2026		01/30/2026	24.70
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1TD3-LCDW-FYRM	15-desk chair, calendar	Paid by EFT # 70375		01/20/2026	01/20/2026	01/30/2026		01/30/2026	129.98
							Account 52420 - Other Supplies Totals		Invoice Transactions 5	\$789.92
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007496191	15-Public Notice for 10/8/25 BHQA Meeting	Paid by EFT # 70442		01/20/2026	01/20/2026	01/30/2026		01/30/2026	62.40
							Account 53320 - Advertising Totals		Invoice Transactions 1	\$62.40



Board of Redevelopment Commission Claim Register

Invoice Date Range 01/17/26 - 01/30/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 15 - HAND										
Program 151600 - Title 16										
Account 53990 - Other Services and Charges										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	24867	15-Departmental Apparel-Employees-polos, jackets, hoodies	Paid by EFT # 70368		01/20/2026	01/20/2026	01/30/2026		01/30/2026	1,974.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	\$1,974.00
							Program 151600 - Title 16 Totals		Invoice Transactions 9	\$2,861.16
							Department 15 - HAND Totals		Invoice Transactions 13	\$4,086.16
							Fund 1101 - General Totals		Invoice Transactions 13	\$4,086.16
Fund 2209 - LIT - Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7862 - Torrance E Hamilton (Winslow Ranch Marketing, LLC)	1698	15-Social Media Marketing for the HAND Department - 12/31/25	Paid by EFT # 70446		01/20/2026	01/20/2026	01/30/2026		01/30/2026	580.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	\$580.00
							Program 150000 - Main Totals		Invoice Transactions 1	\$580.00
							Department 15 - HAND Totals		Invoice Transactions 1	\$580.00
							Fund 2209 - LIT - Economic Development Totals		Invoice Transactions 1	\$580.00
Fund 2234 - Unsafe Building										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
18036 - 4 U Lawn and Landscape, LLC	3521	15-Abatement located at 1919 S Walnut- 8/26/25	Paid by EFT # 70369		01/20/2026	01/20/2026	01/30/2026		01/30/2026	7,940.00
205 - City Of Bloomington	000456342	15-PC Reimb-Mo Co Rec-Mortgage Release & Access Liens-1/7/26	Paid by Check # 81094		01/20/2026	01/20/2026	01/30/2026		01/30/2026	150.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	\$8,090.00
							Program 150000 - Main Totals		Invoice Transactions 2	\$8,090.00
							Department 15 - HAND Totals		Invoice Transactions 2	\$8,090.00
							Fund 2234 - Unsafe Building Totals		Invoice Transactions 2	\$8,090.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 01/17/26 - 01/30/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2403 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007496191A	15-Public Notice for CDBG 2026 Allocation	Paid by EFT # 603		01/20/2026	01/20/2026	01/30/2026		01/30/2026	30.68
								Account 53320 - Advertising Totals	Invoice Transactions 1	\$30.68
Account 53960 - Grants										
47 - Community Kitchen Of Monroe County, INC	DEC 2025	15-CDBG-meals for Nov 2025 - 706 meals	Paid by EFT # 602		01/20/2026	01/20/2026	01/30/2026		01/30/2026	2,322.74
								Account 53960 - Grants Totals	Invoice Transactions 1	\$2,322.74
Account 53990 - Other Services and Charges										
232 - Pathways, Inc.	CDBGGRANT-01.26	15-CDBG 25 Offices/Flooring Project@Compass Early Learning Ctr	Paid by EFT # 604		01/20/2026	01/20/2026	01/30/2026		01/30/2026	9,918.67
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	\$9,918.67
								Program 150000 - Main Totals	Invoice Transactions 3	\$12,272.09
								Department 15 - HAND Totals	Invoice Transactions 3	\$12,272.09
								Fund 2403 - CDBG Totals	Invoice Transactions 3	\$12,272.09
Fund 2505 - CC Jack Hopkins NR17-42 (S0011)										
Department 05 - Common Council										
Program 050000 - Main										
Account 53960 - Grants										
9321 - Avalon Community Land Trust	JH25-1.30.2026	15-Const Funding-1500 W. 8th-removal dirt/grading	Paid by EFT # 70385		01/20/2026	01/20/2026	01/30/2026		01/30/2026	4,500.00
								Account 53960 - Grants Totals	Invoice Transactions 1	\$4,500.00
								Program 050000 - Main Totals	Invoice Transactions 1	\$4,500.00
								Department 05 - Common Council Totals	Invoice Transactions 1	\$4,500.00
								Fund 2505 - CC Jack Hopkins NR17-42 (S0011) Totals	Invoice Transactions 1	\$4,500.00
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
10109 - Blue Fox HVAC & Plumbing LLC	50380	15-HVAC Repairs at 489 W 10th St, Trades District-12/19/25	Paid by EFT # 70403		01/20/2026	01/20/2026	01/30/2026		01/30/2026	2,400.00
10109 - Blue Fox HVAC & Plumbing LLC	50167	15-Insulate Ductwork-duct wrap/seal Joints-489 W 10th St.-12/16	Paid by EFT # 70403		01/20/2026	01/20/2026	01/30/2026		01/30/2026	4,755.60
8253 - Fire Dawgs, INC	13455	15-Shed Set on Fire & Burned Property Cleanup 216 S College	Paid by EFT # 70436		01/20/2026	01/20/2026	01/30/2026		01/30/2026	900.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 01/17/26 - 01/30/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7402 - Nature's Way, INC	3655	15-Monthly Interior Maint-Showers West-Jan 2026	Paid by EFT # 70493		01/20/2026	01/20/2026	01/30/2026		01/30/2026	276.85
6688 - SSW Enterprises, LLC (Office Pride)	Inv-295004	15-Janitorial services-222 S College Ave-Dec 2025	Paid by EFT # 70529		01/20/2026	01/20/2026	01/30/2026		01/30/2026	397.50
5900 - VET Environmental Engineering, LLC	9014	15-Mold Sampling-714 S Rogers St- 12/16/25	Paid by EFT # 70553		01/20/2026	01/20/2026	01/30/2026		01/30/2026	1,418.90
5900 - VET Environmental Engineering, LLC	9015	15-Due Diligence-Convention Center Host-Hotel-10/23-11/26/25	Paid by EFT # 70553		01/20/2026	01/20/2026	01/30/2026		01/30/2026	123.82
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 7	\$10,272.67
							Program 150000 - Main Totals		Invoice Transactions 7	\$10,272.67
							Department 15 - HAND Totals		Invoice Transactions 7	\$10,272.67
							Fund 2519 - RDC Totals		Invoice Transactions 7	\$10,272.67
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159000 - Admin										
Account 53810 - Principal										
7255 - BOKF, NA	BTONTIRBRE24-226	06-SYP- TIF Rev. Refunding Bonds 2024-2/2026	Paid by EFT # 70568		01/28/2026	01/28/2026	01/28/2026		01/28/2026	670,000.00
							Account 53810 - Principal Totals		Invoice Transactions 1	\$670,000.00
Account 53820 - Interest										
7255 - BOKF, NA	BTONTIRBRE24-226	06-SYP- TIF Rev. Refunding Bonds 2024-2/2026	Paid by EFT # 70568		01/28/2026	01/28/2026	01/28/2026		01/28/2026	629,375.00
							Account 53820 - Interest Totals		Invoice Transactions 1	\$629,375.00
Account 53830 - Bank Charges										
7255 - BOKF, NA	BTONTIRBRE24-AF	06-Admin/Agent Fee (11-05-26) TIF Refunding Revenue Bonds 2024	Paid by EFT # 70568		01/28/2026	01/28/2026	01/28/2026		01/28/2026	350.00
							Account 53830 - Bank Charges Totals		Invoice Transactions 1	\$350.00
							Program 159000 - Admin Totals		Invoice Transactions 3	\$1,299,725.00
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
9941 - Flintlock LTD CO	357235	15-Design of Hopewell South, Blocks 9 & 10 - 1/1/26	Paid by EFT # 70438		01/20/2026	01/20/2026	01/30/2026		01/30/2026	50,412.50



Board of Redevelopment Commission Claim Register

Invoice Date Range 01/17/26 - 01/30/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	4180	15-Security Patrols at Hopewell Properties 12/01/25-12/31/25	Paid by EFT # 70483		01/20/2026	01/20/2026	01/30/2026		01/30/2026	10,625.64
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<u>\$61,038.14</u>
							Program 159001 - Adams Crossing Area Totals		Invoice Transactions 2	<u>\$61,038.14</u>
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
5239 - Mother Nature Landscaping, INC (Turf N'Tree MD)	12964	15-Trades Dist Garage Landscaping Serv-winterize irrigat-12/2	Paid by Check # 81106		01/20/2026	01/20/2026	01/30/2026		01/30/2026	575.00
5239 - Mother Nature Landscaping, INC (Turf N'Tree MD)	12776	15-Trades Dist Garage Landscaping Serv-mulch/pruning/weed-10/30/	Paid by Check # 81106		01/20/2026	01/20/2026	01/30/2026		01/30/2026	4,785.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<u>\$5,360.00</u>
							Program 159002 - Downtown Area Totals		Invoice Transactions 2	<u>\$5,360.00</u>
							Department 15 - HAND Totals		Invoice Transactions 7	<u>\$1,366,123.14</u>
							Fund 4445 - Consolidated TIF Totals		Invoice Transactions 7	<u>\$1,366,123.14</u>
							Grand Totals		Invoice Transactions 34	<u>\$1,405,924.06</u>

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
01/30/26	Claims				\$1,405,924.06
					<u>\$1,405,924.06</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$1,405,924.06

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office Cheryl Gilliland



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

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

GEOFFREY MCKIMM
CONTROLLER

CONTROLLER'S OFFICE

p 812.349.3412
f 812.349.3456
controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Geoffrey McKim, Treasurer
Date: 02-13-2026 (\$1,116,493.52)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 01-31-2026 to 02-13-2026. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

A handwritten signature in cursive script that reads "Cheryl Gilliland".

Cheryl Gilliland-Deputy Controller
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 01-31-2026 to 02-13-2026, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

DocuSigned by:

A handwritten signature in cursive script that reads "Margie Rice".

E9A0FAE19B82413...

Margie Rice, Corporation Counsel



Board of Redevelopment Commission Claim Register

Invoice Date Range 01/31/26 - 02/13/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 15 - HAND										
Program 150500 - Housing										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	14CG-PNLJ-KQ3N	15-Mouse (2) for Christina and Matt	Paid by EFT # 70598		02/03/2026	02/03/2026	02/13/2026		02/13/2026	41.56
							Account 52110 - Office Supplies Totals		Invoice Transactions 1	\$41.56
Account 53960 - Grants										
18692 - Country View Associates, LP	R101-Nichols	15-R101-Sec Deposit Ass't-B. Nichols-2500 S. Rockport Rd	Paid by Check # 81158		02/03/2026	02/03/2026	02/13/2026		02/13/2026	200.00
							Account 53960 - Grants Totals		Invoice Transactions 1	\$200.00
							Program 150500 - Housing Totals		Invoice Transactions 2	\$241.56
Program 151600 - Title 16										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	454121045001	15-Name badges (2 Boxes)	Paid by EFT # 70717		02/03/2026	02/03/2026	02/13/2026		02/13/2026	71.84
							Account 52110 - Office Supplies Totals		Invoice Transactions 1	\$71.84
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	102142672	15-Title 16 Inspector Training S. Tamewitz,	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	309.00
3560 - First Financial Bank / Credit Cards	102142664	15-Title 16 Inspector Training C. Hayes	Paid by Check # 81159		02/03/2026	02/03/2026	02/13/2026		02/13/2026	309.00
							Account 53160 - Instruction Totals		Invoice Transactions 2	\$618.00
Account 53310 - Printing										
3892 - Midwest Color Printing, INC	INV-24782A	15-250 Business Cards for Rob Council	Paid by EFT # 70704		02/03/2026	02/03/2026	02/13/2026		02/13/2026	77.08
							Account 53310 - Printing Totals		Invoice Transactions 1	\$77.08
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0007445574	15-Public Notice BHQA Regular Meeting 11/18/2025	Paid by EFT # 70661		02/03/2026	02/03/2026	02/13/2026		02/13/2026	68.60
							Account 53320 - Advertising Totals		Invoice Transactions 1	\$68.60
Account 53910 - Dues and Subscriptions										
1235 - Monroe County Apartment Association	2026 MCAA DUES	15-2026 MCAA Annual Membership-Killion/Van Rooy/Bettis	Paid by Check # 81166		02/03/2026	02/03/2026	02/13/2026		02/13/2026	300.00
							Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	\$300.00
Account 53990 - Other Services and Charges										
474 - Auto-X-10'D, INC (Ziebart)	871079	15-Rhino Sprayed Liner -2025 Ford Maverick - White	Paid by EFT # 70604		02/03/2026	02/03/2026	02/13/2026		02/13/2026	1,459.54



Board of Redevelopment Commission Claim Register

Invoice Date Range 01/31/26 - 02/13/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 15 - HAND										
Program 151600 - Title 16										
Account 53990 - Other Services and Charges										
474 - Auto-X-10'D, INC (Ziebart)	871127	15-Rhino Sprayed Liner -2025 Ford F150 - White	Paid by EFT # 70604		02/03/2026	02/03/2026	02/13/2026		02/13/2026	1,459.54
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	\$2,919.08
							Program 151600 - Title 16 Totals		Invoice Transactions 8	\$4,054.60
							Department 15 - HAND Totals		Invoice Transactions 10	\$4,296.16
							Fund 1101 - General Totals		Invoice Transactions 10	\$4,296.16
Fund 2209 - LIT - Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
7372 - CDFI Friendly Bloomington, INC	12.10.25	15-Support Affordable Housing in the Community	Paid by EFT # 70626		02/03/2026	02/03/2026	02/13/2026		02/13/2026	40,000.00
1785 - Monroe County Land Title Co., INC (Title Plus)	CLSNG- 2.6.2026	15-DP & CC Assistance- 1516 N. Breckenridge Rd-K. Powell	Paid by EFT # 70592		02/05/2026	02/05/2026	02/05/2026		02/05/2026	10,000.00
							Account 53960 - Grants Totals		Invoice Transactions 2	\$50,000.00
							Program 150000 - Main Totals		Invoice Transactions 2	\$50,000.00
							Department 15 - HAND Totals		Invoice Transactions 2	\$50,000.00
							Fund 2209 - LIT - Economic Development Totals		Invoice Transactions 2	\$50,000.00
Fund 2402 - ARP COVID Local Fiscal Recovery										
Department 15 - HAND										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53960 - Grants										
7699 - Summit Hill Community Development Corporation	ARPA-1.12.26	15-ARPA Funding- Down payment for 4- plex	Paid by EFT # 70754		02/03/2026	02/03/2026	02/13/2026		02/13/2026	204,750.00
							Account 53960 - Grants Totals		Invoice Transactions 1	\$204,750.00
							Program G21005 - ARPA COVID Local Fiscal Recovery Totals		Invoice Transactions 1	\$204,750.00
							Department 15 - HAND Totals		Invoice Transactions 1	\$204,750.00
							Fund 2402 - ARP COVID Local Fiscal Recovery Totals		Invoice Transactions 1	\$204,750.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 01/31/26 - 02/13/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2403 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
1102 - Mother Hubbard's Cupboard	CDBG-2.13.26	15-CDBG-June-Nov 2025 eligible client services-Inv. 1	Paid by EFT # 605		02/03/2026	02/03/2026	02/13/2026		02/13/2026	11,529.68
7699 - Summit Hill Community Development Corporation	CDBG-2.13.26A	15-Early Learning Center Playground/Wall 12.18.25	Paid by EFT # 606		02/03/2026	02/03/2026	02/13/2026		02/13/2026	96,098.00
7699 - Summit Hill Community Development Corporation	CDBG-2.13.26	15-Crestmont Bike Pods-Concrete-Demo/Replace-2560 SF of walk	Paid by EFT # 606		02/03/2026	02/03/2026	02/13/2026		02/13/2026	28,968.00
							Account 53960 - Grants Totals		Invoice Transactions 3	<u>\$136,595.68</u>
							Program 150000 - Main Totals		Invoice Transactions 3	<u>\$136,595.68</u>
							Department 15 - HAND Totals		Invoice Transactions 3	<u>\$136,595.68</u>
							Fund 2403 - CDBG Totals		Invoice Transactions 3	<u>\$136,595.68</u>
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53410 - Liability / Casualty Premiums										
1847 - Hylant of Indianapolis, LLC	618764	06-Insurance Premium - RDC 01/01/26-12/31/26	Paid by EFT # 70586		02/04/2026	02/04/2026	02/04/2026		02/04/2026	66,603.00
							Account 53410 - Liability / Casualty Premiums Totals		Invoice Transactions 1	<u>\$66,603.00</u>
Account 53990 - Other Services and Charges										
3359 - Bloomington Health Foundation	LEASETERM1.2 7.26	15-Expenses Related to Lease Termination at 320 W 8th St	Paid by EFT # 70616		02/03/2026	02/03/2026	02/13/2026		02/13/2026	19,542.50
10095 - Civil & Environmental Consultants, INC	488941	15-Due Diligence-714 S Rogers-Police Headquarters-10/10/25	Paid by EFT # 70632		02/03/2026	02/03/2026	02/13/2026		02/13/2026	19,000.00
6223 - Faegre Drinker Biddle & Reath LLP	6178537	15-Due Diligence-Convention Center Hotel Proj-serv thru 12/31/25	Paid by EFT # 70653		02/03/2026	02/03/2026	02/13/2026		02/13/2026	2,998.80
7402 - Nature's Way, INC	3799	15-Interior flowering plant rotation -Showers West 1-12-2026	Paid by EFT # 70714		02/03/2026	02/03/2026	02/13/2026		02/13/2026	144.00
5900 - VET Environmental Engineering, LLC	9078	15-SMP Oversight-Portion-Jackson Street 12/19/25-12/22/25	Paid by EFT # 70770		02/03/2026	02/03/2026	02/13/2026		02/13/2026	81.32



Board of Redevelopment Commission Claim Register

Invoice Date Range 01/31/26 - 02/13/26

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
223 - Duke Energy	9101397672040126	15-Showers W-320 E 8th St-elec chgs-12/02/25-01/02/26	Paid by Check # 81151		02/04/2026	02/04/2026	02/04/2026		02/04/2026	8,097.28
2260 - Republic Services, INC	0694-003949676	15-College Sq-222 S College Ave-trash serv-Feb 2026	Paid by EFT # 70587		02/04/2026	02/04/2026	02/04/2026		02/04/2026	309.66
2260 - Republic Services, INC	0694-003949121	15-627 N Morton St-trash serv Feb 2026	Paid by EFT # 70587		02/04/2026	02/04/2026	02/04/2026		02/04/2026	140.27
223 - Duke Energy	9101205760680126	15-Trades Dristrect-Outdoor Lighting-elec chgs 12/16/25-01/16/26	Edit		02/11/2026	02/11/2026	02/11/2026			29.81
223 - Duke Energy	9101205749170126	15-489 10th St W. ESNET-elec. chgs 12/19/25-01/21/26	Edit		02/11/2026	02/11/2026	02/11/2026			631.55
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 10	\$50,975.19
							Program 150000 - Main Totals		Invoice Transactions 11	\$117,578.19
							Department 15 - HAND Totals		Invoice Transactions 11	\$117,578.19
							Fund 2519 - RDC Totals		Invoice Transactions 11	\$117,578.19
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
249 - Crider And Crider, INC	CRIDHOPEJACK SO-4	07-Hopewell West-Jackson St. (CN)-11/08-12/15/25-App 4	Paid by EFT # 70637		02/03/2026	02/03/2026	02/13/2026		02/13/2026	603,273.49
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	\$603,273.49
							Program 159001 - Adams Crossing Area Totals		Invoice Transactions 1	\$603,273.49
							Department 15 - HAND Totals		Invoice Transactions 1	\$603,273.49
							Fund 4445 - Consolidated TIF Totals		Invoice Transactions 1	\$603,273.49
							Grand Totals		Invoice Transactions 28	\$1,116,493.52

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
02/13/26	Claims				\$1,116,493.52
					<u>\$1,116,493.52</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$1,116,493.52

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office Cheryl Williland



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON

401 N Morton St
Post Office Box 100
Bloomington IN 47402

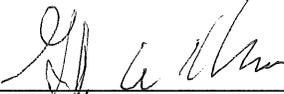
CONTROLLER'S OFFICE

p 812.349.3416
f 812.349.3456
controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Geoff McKim, Controller
Date: February 6, 2026
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 01/19/2026 to 02/01/2026. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.



Geoff McKim
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 02/06/26 - 02/06/26
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	02/06/2026	2,865.42		.00	297.15	175.40	41.02	79.37	57.58	186.96	2,027.94
			.00	.00	2,729.01	2,829.01	2,829.01	2,729.01	2,729.01		
		\$2,865.42	\$0.00	\$0.00	\$297.15	\$175.40	\$41.02	\$79.37	\$57.58	\$186.96	\$2,027.94
3954 Bettis, Jeremy	02/06/2026	3,694.19		.00	473.11	229.04	53.57	108.98	79.06	.00	2,750.43
			.00	.00	3,694.19	3,694.19	3,694.19	3,694.19	3,694.19		
		\$3,694.19	\$0.00	\$0.00	\$473.11	\$229.04	\$53.57	\$108.98	\$79.06	\$0.00	\$2,750.43
10000 Bixler, Daniel R 2594	02/06/2026	2,162.11		.00	184.04	128.16	29.97	59.84	43.41	133.21	1,583.48
			.00	.00	2,067.04	2,067.04	2,067.04	2,067.04	2,067.04		
		\$2,162.11	\$0.00	\$0.00	\$184.04	\$128.16	\$29.97	\$59.84	\$43.41	\$133.21	\$1,583.48
2972 Caswell, Tammy M	02/06/2026	3,031.47		.00	395.54	185.10	43.29	87.48	69.69	126.71	2,123.66
			.00	.00	2,965.39	2,985.39	2,985.39	2,965.39	2,965.39		
		\$3,031.47	\$0.00	\$0.00	\$395.54	\$185.10	\$43.29	\$87.48	\$69.69	\$126.71	\$2,123.66
10000 Collins, Barry 0111	02/06/2026	1,250.00		.00	180.77	77.50	18.12	36.88	21.88	.00	914.85
			.00	.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		
		\$1,250.00	\$0.00	\$0.00	\$180.77	\$77.50	\$18.12	\$36.88	\$21.88	\$0.00	\$914.85
2771 Council, David R	02/06/2026	2,534.81		.00	159.74	142.75	33.39	64.72	46.95	326.98	1,760.28
			.00	.00	2,232.48	2,302.48	2,302.48	2,232.48	2,232.48		
		\$2,534.81	\$0.00	\$0.00	\$159.74	\$142.75	\$33.39	\$64.72	\$46.95	\$326.98	\$1,760.28
10000 Finley, Christina L 0187	02/06/2026	4,356.97		.00	618.17	250.04	58.47	117.54	86.09	403.09	2,823.57
			.00	.00	4,022.80	4,032.80	4,032.80	4,022.80	4,022.80		
		\$4,356.97	\$0.00	\$0.00	\$618.17	\$250.04	\$58.47	\$117.54	\$86.09	\$403.09	\$2,823.57
3955 Hampton, Sean R	02/06/2026	2,204.19		.00	96.81	136.66	31.96	65.02	47.17	.00	1,826.57
			.00	.00	2,204.19	2,204.19	2,204.19	2,204.19	2,204.19		
		\$2,204.19	\$0.00	\$0.00	\$96.81	\$136.66	\$31.96	\$65.02	\$47.17	\$0.00	\$1,826.57
2393 Hayes, Chastina J	02/06/2026	2,865.42		.00	233.32	166.20	38.87	78.35	46.48	228.76	2,073.44
			.00	.00	2,655.87	2,680.87	2,680.87	2,655.87	2,655.87		
		\$2,865.42	\$0.00	\$0.00	\$233.32	\$166.20	\$38.87	\$78.35	\$46.48	\$228.76	\$2,073.44
			\$0.00	\$0.00	\$2,655.87	\$2,680.87	\$2,680.87	\$2,655.87	\$2,655.87		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 02/06/26 - 02/06/26
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3496 Hershman, Felicia J	02/06/2026	2,078.69		.00	155.28	124.34	29.08	59.16	42.92	116.92	1,550.99
			.00	.00	2,005.51	2,005.51	2,005.51	2,005.51	2,005.51		
		\$2,078.69	\$0.00	\$0.00	\$155.28	\$124.34	\$29.08	\$59.16	\$42.92	\$116.92	\$1,550.99
3183 Hyten LaFontaine, Stephanie L	02/06/2026	3,920.42		.00	255.25	240.14	56.17	68.87	49.96	2,047.27	1,202.76
			.00	.00	2,373.15	3,873.15	3,873.15	2,373.15	2,373.15		
		\$3,920.42	\$0.00	\$0.00	\$255.25	\$240.14	\$56.17	\$68.87	\$49.96	\$2,047.27	\$1,202.76
3306 Killion-Hanson, Anna	02/06/2026	4,792.00		.00	302.06	282.45	66.05	134.39	97.49	236.36	3,673.20
			.00	.00	4,555.64	4,555.64	4,555.64	4,555.64	4,555.64		
		\$4,792.00	\$0.00	\$0.00	\$302.06	\$282.45	\$66.05	\$134.39	\$97.49	\$236.36	\$3,673.20
1516 Liford, Kenneth T	02/06/2026	2,865.42		.00	232.10	177.65	41.55	83.65	60.68	57.30	2,212.49
			.00	.00	2,835.42	2,865.42	2,865.42	2,835.42	2,835.42		
		\$2,865.42	\$0.00	\$0.00	\$232.10	\$177.65	\$41.55	\$83.65	\$60.68	\$57.30	\$2,212.49
2557 Radewan, Tonda L	02/06/2026	2,162.11		.00	157.05	126.18	29.51	58.46	42.41	141.85	1,606.65
			.00	.00	2,020.26	2,035.26	2,035.26	2,020.26	2,020.26		
		\$2,162.11	\$0.00	\$0.00	\$157.05	\$126.18	\$29.51	\$58.46	\$42.41	\$141.85	\$1,606.65
1378 Sandweiss, Noah S	02/06/2026	3,241.84		.00	432.88	197.19	46.12	92.69	67.24	381.23	2,024.49
			.00	.00	3,180.57	3,180.57	3,180.57	3,180.57	3,180.57		
		\$3,241.84	\$0.00	\$0.00	\$432.88	\$197.19	\$46.12	\$92.69	\$67.24	\$381.23	\$2,024.49
10000 Stong, Mary J 0471	02/06/2026	2,865.42		.00	300.70	161.49	37.76	76.10	55.21	436.20	1,797.96
			.00	.00	2,579.77	2,604.77	2,604.77	2,579.77	2,579.77		
		\$2,865.42	\$0.00	\$0.00	\$300.70	\$161.49	\$37.76	\$76.10	\$55.21	\$436.20	\$1,797.96
504 Swinney, Matthew P	02/06/2026	3,920.42		.00	669.76	243.75	57.00	115.53	83.81	47.32	2,703.25
			.00	.00	3,916.40	3,931.40	3,931.40	3,916.40	3,916.40		
		\$3,920.42	\$0.00	\$0.00	\$669.76	\$243.75	\$57.00	\$115.53	\$83.81	\$47.32	\$2,703.25
3781 Tamewitz, Steven W	02/06/2026	2,865.42		.00	305.06	170.81	39.95	76.69	55.63	265.85	1,951.43
			.00	.00	2,599.57	2,754.96	2,754.96	2,599.57	2,599.57		
		\$2,865.42	\$0.00	\$0.00	\$305.06	\$170.81	\$39.95	\$76.69	\$55.63	\$265.85	\$1,951.43
			\$0.00	\$0.00	\$2,599.57	\$2,754.96	\$2,754.96	\$2,599.57	\$2,599.57		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 02/06/26 - 02/06/26

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
2477 Toothman, Cody B	02/06/2026	3,920.42		.00	269.28	232.10	54.29	109.30	77.64	186.13	2,991.68
			.00	.00	3,743.57	3,743.57	3,743.57	3,743.57	3,743.57		
		\$3,920.42	\$0.00	\$0.00	\$269.28	\$232.10	\$54.29	\$109.30	\$77.64	\$186.13	\$2,991.68
2305 Van Rooy, Angela L	02/06/2026	4,272.03		.00	322.87	245.35	57.38	110.84	80.41	590.65	2,864.53
			.00	.00	3,757.28	3,957.28	3,957.28	3,757.28	3,757.28		
		\$4,272.03	\$0.00	\$0.00	\$322.87	\$245.35	\$57.38	\$110.84	\$80.41	\$590.65	\$2,864.53
728 Wright, Edward E	02/06/2026	2,162.11		.00	190.71	121.34	28.38	57.74	34.25	243.07	1,486.62
			.00	.00	1,957.18	1,957.18	1,957.18	1,957.18	1,957.18		
		\$2,162.11	\$0.00	\$0.00	\$190.71	\$121.34	\$28.38	\$57.74	\$34.25	\$243.07	\$1,486.62
			\$0.00	\$0.00	\$1,957.18	\$1,957.18	\$1,957.18	\$1,957.18	\$1,957.18		
HAND - Housing & Neighborhood Dev		\$64,030.88	\$0.00	\$0.00	\$6,231.65	\$3,813.64	\$891.90	\$1,741.60	\$1,245.96	\$6,155.86	\$43,950.27
			\$0.00	\$0.00	\$59,345.29	\$61,510.68	\$61,510.68	\$59,345.29	\$59,345.29		
Grand Totals		\$64,030.88	\$0.00	\$0.00	\$6,231.65	\$3,813.64	\$891.90	\$1,741.60	\$1,245.96	\$6,155.86	\$43,950.27
			\$0.00	\$0.00	\$59,345.29	\$61,510.68	\$61,510.68	\$59,345.29	\$59,345.29		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/6/2026	Payroll				64,030.88
					<u>64,030.88</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 64,030.88

Dated this _____ **day of** _____ **year of 20**_____.

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

Fiscal Officer _____



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON

401 N Morton St
Post Office Box 100
Bloomington IN 47402

CONTROLLER'S OFFICE

p 812.349.3416
f 812.349.3456
controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Geoff McKim, Controller
Date: February 20, 2026
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 02/02/2026 to 02/15/2026. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.

Signed by:

A handwritten signature in blue ink, appearing to read "Geoff McKim".

D07692B24FB04BA...

Geoff McKim
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 02/20/26 - 02/20/26
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	02/20/2026	2,865.42		.00	297.15	175.40	41.02	79.37	57.58	186.96	2,027.94
			.00	.00	2,729.01	2,829.01	2,829.01	2,729.01	2,729.01		
		\$2,865.42	\$0.00	\$0.00	\$297.15	\$175.40	\$41.02	\$79.37	\$57.58	\$186.96	\$2,027.94
3954 Bettis, Jeremy	02/20/2026	3,694.19		.00	473.11	229.04	53.56	108.98	79.06	.00	2,750.44
			.00	.00	3,694.19	3,694.19	3,694.19	3,694.19	3,694.19		
		\$3,694.19	\$0.00	\$0.00	\$473.11	\$229.04	\$53.56	\$108.98	\$79.06	\$0.00	\$2,750.44
10000 Bixler, Daniel R 2594	02/20/2026	2,162.12		.00	184.05	128.15	29.98	59.84	43.41	133.21	1,583.48
			.00	.00	2,067.05	2,067.05	2,067.05	2,067.05	2,067.05		
		\$2,162.12	\$0.00	\$0.00	\$184.05	\$128.15	\$29.98	\$59.84	\$43.41	\$133.21	\$1,583.48
2972 Caswell, Tammy M	02/20/2026	3,031.46		.00	395.54	185.09	43.29	87.48	69.69	126.71	2,123.66
			.00	.00	2,965.38	2,985.38	2,985.38	2,965.38	2,965.38		
		\$3,031.46	\$0.00	\$0.00	\$395.54	\$185.09	\$43.29	\$87.48	\$69.69	\$126.71	\$2,123.66
10000 Collins, Barry 0111	02/20/2026	1,250.00		.00	180.77	77.50	18.13	36.88	21.88	.00	914.84
			.00	.00	1,250.00	1,250.00	1,250.00	1,250.00	1,250.00		
		\$1,250.00	\$0.00	\$0.00	\$180.77	\$77.50	\$18.13	\$36.88	\$21.88	\$0.00	\$914.84
2771 Council, David R	02/20/2026	2,534.81		.00	159.74	142.76	33.38	64.72	46.95	326.98	1,760.28
			.00	.00	2,232.48	2,302.48	2,302.48	2,232.48	2,232.48		
		\$2,534.81	\$0.00	\$0.00	\$159.74	\$142.76	\$33.38	\$64.72	\$46.95	\$326.98	\$1,760.28
10000 Finley, Christina L 0187	02/20/2026	4,356.96		.00	618.17	250.03	58.48	117.54	86.09	403.09	2,823.56
			.00	.00	4,022.79	4,032.79	4,032.79	4,022.79	4,022.79		
		\$4,356.96	\$0.00	\$0.00	\$618.17	\$250.03	\$58.48	\$117.54	\$86.09	\$403.09	\$2,823.56
3955 Hampton, Sean R	02/20/2026	2,204.19		.00	96.81	136.66	31.96	65.02	47.17	.00	1,826.57
			.00	.00	2,204.19	2,204.19	2,204.19	2,204.19	2,204.19		
		\$2,204.19	\$0.00	\$0.00	\$96.81	\$136.66	\$31.96	\$65.02	\$47.17	\$0.00	\$1,826.57
2393 Hayes, Chastina J	02/20/2026	2,865.42		.00	233.32	166.22	38.87	78.35	46.48	228.76	2,073.42
			.00	.00	2,655.87	2,680.87	2,680.87	2,655.87	2,655.87		
		\$2,865.42	\$0.00	\$0.00	\$233.32	\$166.22	\$38.87	\$78.35	\$46.48	\$228.76	\$2,073.42
			\$0.00	\$0.00	\$2,655.87	\$2,680.87	\$2,680.87	\$2,655.87	\$2,655.87		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 02/20/26 - 02/20/26
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3496 Hershman, Felicia J	02/20/2026	2,078.69		.00	155.28	124.34	29.08	59.16	42.92	116.92	1,550.99
			.00	.00	2,005.51	2,005.51	2,005.51	2,005.51	2,005.51		
		\$2,078.69	\$0.00	\$0.00	\$155.28	\$124.34	\$29.08	\$59.16	\$42.92	\$116.92	\$1,550.99
3183 Hyten LaFontaine, Stephanie L	02/20/2026	3,920.42		.00	180.62	240.13	56.16	54.12	39.26	2,547.27	802.86
			.00	.00	1,873.15	3,873.15	3,873.15	1,873.15	1,873.15		
		\$3,920.42	\$0.00	\$0.00	\$180.62	\$240.13	\$56.16	\$54.12	\$39.26	\$2,547.27	\$802.86
3306 Killion-Hanson, Anna	02/20/2026	4,792.00		.00	302.06	282.45	66.06	134.39	97.49	236.36	3,673.19
			.00	.00	4,555.64	4,555.64	4,555.64	4,555.64	4,555.64		
		\$4,792.00	\$0.00	\$0.00	\$302.06	\$282.45	\$66.06	\$134.39	\$97.49	\$236.36	\$3,673.19
1516 Liford, Kenneth T	02/20/2026	2,865.43		.00	232.10	177.66	41.55	83.65	60.68	57.30	2,212.49
			.00	.00	2,835.43	2,865.43	2,865.43	2,835.43	2,835.43		
		\$2,865.43	\$0.00	\$0.00	\$232.10	\$177.66	\$41.55	\$83.65	\$60.68	\$57.30	\$2,212.49
2557 Radewan, Tonda L	02/20/2026	2,162.12		.00	157.05	126.19	29.51	58.46	42.41	141.85	1,606.65
			.00	.00	2,020.27	2,035.27	2,035.27	2,020.27	2,020.27		
		\$2,162.12	\$0.00	\$0.00	\$157.05	\$126.19	\$29.51	\$58.46	\$42.41	\$141.85	\$1,606.65
1378 Sandweiss, Noah S	02/20/2026	3,241.85		.00	432.88	197.20	46.12	92.69	67.24	381.23	2,024.49
			.00	.00	3,180.58	3,180.58	3,180.58	3,180.58	3,180.58		
		\$3,241.85	\$0.00	\$0.00	\$432.88	\$197.20	\$46.12	\$92.69	\$67.24	\$381.23	\$2,024.49
10000 Stong, Mary J 0471	02/20/2026	2,865.43		.00	300.71	161.50	37.77	76.10	55.21	436.20	1,797.94
			.00	.00	2,579.78	2,604.78	2,604.78	2,579.78	2,579.78		
		\$2,865.43	\$0.00	\$0.00	\$300.71	\$161.50	\$37.77	\$76.10	\$55.21	\$436.20	\$1,797.94
504 Swinney, Matthew P	02/20/2026	3,920.43		.00	669.76	243.75	57.01	115.53	83.81	47.32	2,703.25
			.00	.00	3,916.41	3,931.41	3,931.41	3,916.41	3,916.41		
		\$3,920.43	\$0.00	\$0.00	\$669.76	\$243.75	\$57.01	\$115.53	\$83.81	\$47.32	\$2,703.25
3781 Tamewitz, Steven W	02/20/2026	2,865.42		.00	305.06	170.81	39.94	76.69	55.63	265.85	1,951.44
			.00	.00	2,599.57	2,754.96	2,754.96	2,599.57	2,599.57		
		\$2,865.42	\$0.00	\$0.00	\$305.06	\$170.81	\$39.94	\$76.69	\$55.63	\$265.85	\$1,951.44
			\$0.00	\$0.00	\$2,599.57	\$2,754.96	\$2,754.96	\$2,599.57	\$2,599.57		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 02/20/26 - 02/20/26

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
2477 Toothman, Cody B	02/20/2026	3,920.43		.00	269.28	232.10	54.28	109.30	77.64	186.13	2,991.70
			.00	.00	3,743.58	3,743.58	3,743.58	3,743.58	3,743.58		
		\$3,920.43	\$0.00	\$0.00	\$269.28	\$232.10	\$54.28	\$109.30	\$77.64	\$186.13	\$2,991.70
2305 Van Rooy, Angela L	02/20/2026	4,272.04		.00	316.87	245.35	57.38	109.37	79.34	640.65	2,823.08
			.00	.00	3,707.29	3,957.29	3,957.29	3,707.29	3,707.29		
		\$4,272.04	\$0.00	\$0.00	\$316.87	\$245.35	\$57.38	\$109.37	\$79.34	\$640.65	\$2,823.08
728 Wright, Edward E	02/20/2026	2,162.11		.00	190.71	121.35	28.38	57.74	34.25	243.07	1,486.61
			.00	.00	1,957.18	1,957.18	1,957.18	1,957.18	1,957.18		
		\$2,162.11	\$0.00	\$0.00	\$190.71	\$121.35	\$28.38	\$57.74	\$34.25	\$243.07	\$1,486.61
			\$0.00	\$0.00	\$1,957.18	\$1,957.18	\$1,957.18	\$1,957.18	\$1,957.18		
HAND - Housing & Neighborhood Dev		\$64,030.94	\$0.00	\$0.00	\$6,151.04	\$3,813.68	\$891.91	\$1,725.38	\$1,234.19	\$6,705.86	\$43,508.88
			\$0.00	\$0.00	\$58,795.35	\$61,510.74	\$61,510.74	\$58,795.35	\$58,795.35		
Grand Totals		\$64,030.94	\$0.00	\$0.00	\$6,151.04	\$3,813.68	\$891.91	\$1,725.38	\$1,234.19	\$6,705.86	\$43,508.88
			\$0.00	\$0.00	\$58,795.35	\$61,510.74	\$61,510.74	\$58,795.35	\$58,795.35		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer
2/20/2026	Payroll			

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 64,030.94

Dated this _____ day of _____ year of 20_____.

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

Fiscal Officer _____

26-12
RESOLUTION OF THE
BLOOMINGTON REDEVELOPMENT COMMISSION

APPROVAL OF FIRST AMENDMENT TO 2023 CDBG
PHYSICAL IMPROVEMENT GRANT AGREEMENT
WITH
NEW HOPE FOR FAMILIES

WHEREAS, on December 4, 2023, in Resolution 23-100, the Bloomington Redevelopment Commission (“RDC”) approved a Community Development Block Grant (“CDBG”) Physical Improvement Grant Agreement with New Hope For Families; and

WHEREAS, the Parties entered into an agreement, funded by 2023 CDBG funds, in an amount not to exceed Thirty Two Thousand Five Hundred and 00/100 Dollars (\$32,500.00) for signage, shade sails, and a shed at 1140 S. Morton Street in Bloomington with an initial expiration date of December 31, 2024; and

WHEREAS, during the course of the contract performance, the Parties recognized that an additional Eight Thousand Five Hundred Eighty Seven and 60/100 Dollars (\$8,587.60) is needed to complete the planned work for a total of Forty One Thousand Eighty Seven and 60/100 Dollars (\$41,087.60); and

WHEREAS, an extension of time to December 31, 2026, to perform under the Agreement is necessary and in the public interest; and

WHEREAS, requirements for CDBG grant agreements were updated in 2025 to reflect executive orders and updated interpretations of law; and

WHEREAS, the updated requirements now apply to this 2023 CDBG Physical Improvement Grant Agreement and are added to the contract as **Addendum #1**; and

WHEREAS, the RDC is required, in accordance with the federal guidelines to authorize the award of each contract 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 2023 CDBG Physical Improvement Grant Agreement, included herein as **Attachment A**, to provide an additional \$8,587.60 in CDBG funds, to extend the expiration date to December 31, 2026, and to impose the updated 2025 grant requirements through **Addendum #1** to the Funding Agreement.
2. The Redevelopment Commission authorizes City Staff to execute any and all documentation and to perform such functions and activities 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

By: _____
Deborah Myerson, President

ATTEST:

By: _____
John West, Secretary

Date

**FIRST AMENDMENT
TO 2023 CDBG PHYSICAL IMPROVEMENT GRANT AGREEMENT
BETWEEN
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
AND
NEW HOPE FOR FAMILIES**

This First Amendment to the 2023 Community Development Block Grant Agreement between the City of Bloomington Housing and Neighborhood Development Department (the "City") and **New Hope For Families** (herein called the "Subrecipient") (collectively referred to as the "Parties") is executed on this _____ day of February, 2026.

WHEREAS, by RDC Resolution 23-100, the Parties entered into an agreement, funded by 2023 CDBG funds, in an amount not to exceed Thirty Two Thousand Five Hundred and 00/100 Dollars (\$32,500.00) for signage, shade sails, and a shed at 1140 S. Morton Street in Bloomington, hereby attached as **Exhibit A**; and

WHEREAS, the Parties now wish to increase the amount of funding by Eight Thousand Five Hundred Eighty Seven and 60/100 Dollars (\$8,587.60) for a new total award of Forty One Thousand Eighty Seven and 60/100 Dollars (\$41,087.60); and

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

WHEREAS, pursuant to recent executive orders and updated interpretations, the Parties now agree to impose updated 2025 CDBG requirements to this Agreement by removing those that are no longer in effect and adding new requirements as **Addendum #1**; and

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

NOW, THEREFORE, the Parties agree to amend the Original 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 30, 2024~~ December 31, 2026,” and, Article II, “Terms Of Agreement,” shall be amended to read:

ATTACHMENT A to
RDC Resolution 26-12

“This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until ~~December 30, 2024~~, December 31, 2026, unless mutually agreed to by all parties.”

2. Section 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 ~~Thirty Two Thousand Five Hundred Dollars (\$32,500.00)~~ Forty One Thousand Eighty Seven Dollars and 60/100 Dollars (\$41,087.60).”

3. Article VII, Section A, shall be amended to read:

“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, ~~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.”

4. Article VII, Section B shall be amended as follows:

“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.~~

~~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.

5. Remove Article VII, Section F(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).~~

6. Add “Section XIV. ADDENDUM #1: UPDATED CDBG 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 incorporated into this grant agreement as **Addendum #1: Updated CDBG Requirements**, and attached to this First Amendment. Addendum #1 is an affidavit to be signed by the Subrecipient acknowledging these new contractual requirements and is incorporated into this contract by reference.”

7. 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:

BY:

BY:

Deborah Myerson, President

Emily Pike, Executive Director

BY:

John West, Secretary

DATE: _____

ADDENDUM #1 to
First Amendment to 2023 CDBG PI
New Hope for Families

ADDENDUM #1 – Updated Requirements from 2025 CDBG Grant Agreements

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.I. 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.

ADDENDUM #1 to
First Amendment to 2023 CDBG PI
New Hope for Families

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.

23-100
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

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

WHEREAS, funds for signage, shade sails, and a shed at 1140 S. Morton Street owned by New Hope For Families, Inc. have been approved from said source, and,

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

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

WHEREAS, said Agreement has been duly considered,

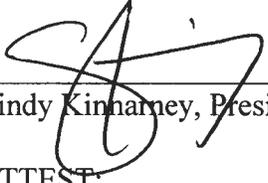
NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON REDEVELOPMENT COMMISSION THAT:

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and New Hope For Families, Inc. for physical improvements at 1140 S. Morton Street, is approved for an amount not to exceed Thirty Two Thousand Five Hundred Dollars (\$32,500.00).

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

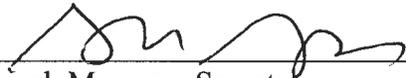
No funds for a project approved by the Redevelopment Commission in this resolution or one approved by the Bloomington Common Council may be expended prior to the completion of an environmental review required by Part 58 of the federal Code of Regulations (CFR) and a Notice to Proceed being issued by 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 funding agreement execution may be a risk of a choice limited action that risks funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION



Cindy Kinharney, President

ATTEST:



Deborah Myerson, Secretary



Date

**PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
NEW HOPE FOR FAMILIES
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this 4th day of December, 2023 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and New Hope For Families a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1140 S. Morton Street, Bloomington, IN, 47403, (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 # B23MC180013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2023 Community Development Block Grant (CDBG) funds physical improvement activities on their facilities. The facilities are located at 1140 S Morton St. The funds can be used to install signage on the west side of the building, install shade sails over the play areas, and placing a pre-built shed for outdoor storage. 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, 2024**, 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 Income Housing (LMH)
24 CFR 570.208(a)(3)
- Income Eligibility:

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, 2024** 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 Thirty Two Thousand Five Hundred Dollars (**\$32,500.00**). 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: Emily Pike, Executive Director New Hope For Families 1140 S Morton St. Bloomington, IN 47403 Contact Name: Karen Neal Email: office@newhope4families.org Tel: (812) 334-9840
--	--

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.

3. Living Wage Ordinance. Subrecipient is considered a "covered employer" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form the covered employer's contribution to health insurance available to the covered employee.

Subrecipient shall execute the Living Wage Ordinance Affidavit, attached as Exhibit ____; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

F. Conduct

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

hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

4. Lobbying. The Subrecipient hereby certifies that:

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

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

VIII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

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

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

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

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

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

A. Unique Entity Identifier (UEI)

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

B. System for Award Management (SAM)

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

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

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

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

C. Executive Compensation

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

X. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in

writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement. Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

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

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

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

No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (“ERR”) must be completed before any funds are

obligated. The responsibility for certifying the appropriate ERR and ROF shall rest with Grantee. It is the responsibility of the Subrecipient to notify Grantee and to refrain from making any commitments and expenditures on the project until an ROF has been issued by Grantee.

XI. BUILD AMERICA, BUY AMERICA ACT (BABAA)

Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58. Any requests for waiver of these requirements must be submitted pursuant to USDA's guidance available online at USDA Buy America Waivers for Federal Financial Assistance.

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

A. Additional Federal Funding

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

B. Compliance with BABAA Requirements

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

- i. All products used for the project must meet BABAA requirements.
- ii. Subrecipient shall include Manufacturer's Certification for BABAA requirements with all applicable submittals.
- iii. Subrecipient shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA documentation.
- iv. Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.
- v. Subrecipient shall certify upon completion that all work and materials have complied with BABAA requirements. For any change orders, Subrecipient shall provide BABAA documentation for any new products or materials required by the change.
- vi. Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Subrecipient should

- ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.
- vii. By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Subrecipient certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

XII. SEVERABILITY

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

XIII. ATTACHMENTS

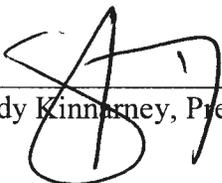
- A. Exhibit A: 2023 HUD Income Limits**
- B. Exhibit B: 2023 Client Information and Income Form for CDBG Funds (if applicable)**
- C. Exhibit C: 2023 Client Summary Profile Reporting Form (if applicable)**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**
- F. Exhibit F: CDBG Subrecipient Procurement Procedures**
- G. Exhibit G: Employee Eligibility Status affidavit**
- H. Exhibit H: Living Wage Affidavit**

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

**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

NEW HOPE FOR FAMILIES:

By:



Cindy Kinnearney, President

By:

Emily Pike, Executive Director

By:



Deborah Myerson, Secretary

By:

Andy Allard, Board President

- ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.
- vii. By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Subrecipient certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.

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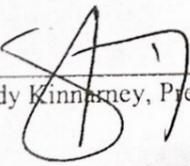
XIII. ATTACHMENTS

- A. Exhibit A: 2023 HUD Income Limits
- B. Exhibit B: E-Verify Affidavit
- C. Exhibit C: Drug-free Work Place Certification
- D. Exhibit D: Living Wage Affidavit
- E. Exhibit E: CDBG Subrecipient Procurement Procedures
- F. Exhibit F: Federal Construction Contract Provisions

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**BLOOMINGTON REDEVELOPMENT
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By:


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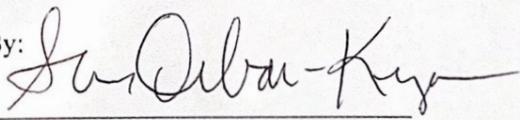

~~Andy Allard, Board President~~
Sherry Dunbar-Kruzan, President

EXHIBIT B

STATE OF INDIANA

SS:
COUNTY OF MONROE

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____
(job title) (company name)

2. The company named herein that employs the undersigned:

- has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
- is a subcontractor on a contract to provide services to the City of Bloomington.

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

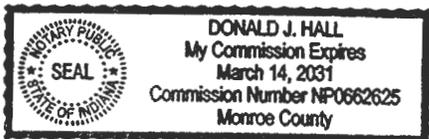
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

[Signature]
Signature

CHARLES D. TECHENTIN
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared CHARLES D. TECHENTIN and acknowledged the execution of the foregoing this 4TH day of MARCH, 2023.



[Signature]
Notary Public
DONALD J. HALL
Printed name

My Commission Expires: 3/14/31

EXHIBIT C

STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

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

New Hope Family Shelter inc.
Printed Name of Organization

[Signature]
Signature of Authorized Representative

Printed Name and Title: Chase Telleutin Operations Director

Requisition/Contract/Grant ID Number

3-6-2024
Date

EXHIBIT D

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

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

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

[Signature]
Signature

CHARLES D. TECHENTIN
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

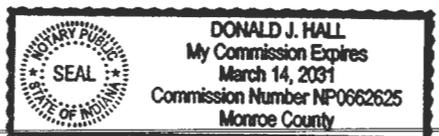
Before me, a Notary Public in and for said County and State, personally appeared CHARLES D. TECHENTIN
n/a and acknowledged the execution of the foregoing this 4TH day of MARCH 2024,
2024

My Commission Expires: 3/14/31

[Signature]
Notary Public

County of Residence: MONROE

DONALD J. HALL
Name Printed



NP0662625
Commission Number

25-147
**RESOLUTION OF THE REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF FIRST AMENDMENT TO 2024 CDBG
PHYSICAL IMPROVEMENTS GRANT AGREEMENT
WITH
NEW HOPE FOR FAMILIES**

WHEREAS, on January 27, 2025, in Resolution 25-09, the Bloomington Redevelopment Commission ("RDC") approved a Community Development Block Grant ("CDBG") Physical Improvements Grant Agreement with New Hope For Families to install solar panels;

WHEREAS, issues with completing prior CDBG projects significantly delayed the project;

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

WHEREAS, requirements for CDBG grant agreements were updated in 2025 to reflect executive orders and updated interpretations; and

WHEREAS, the new requirements now apply to this 2024 CDBG Physical Improvements Grant Agreement and are added to the contract as Addendum #1; and

WHEREAS, funds are available for this project through the 2024 Community Development Block Grant (CFDA # 14.218) under Grant No. B-24-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 2024 CDBG Physical Improvement Grant Agreement, included herein as **Attachment A**, to extend the expiration date to December 31, 2026 and impose the updated 2025 grant requirements through Addendum #1.
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

12/01/25

Date

**FIRST AMENDMENT TO
2024 CDBG PHYSICAL IMPROVEMENT GRANT AGREEMENT
BETWEEN
HOUSING AND NEIGHBORHOOD DEVELOPMENT
DEPARTMENT AND
NEW HOPE FOR FAMILIES**

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

WHEREAS, the City of Bloomington Housing and Neighborhood Development Department and New Hope for Families (collectively, the "Parties"), on January 27, 2025, by RDC Resolution 25-09, entered into that certain CDBG Physical Improvement Grant Agreement, 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, pursuant to recent executive orders and updated interpretations, the Parties now agree to impose updated 2025 CDBG requirements to this Agreement by removing those that are no longer in effect and adding new requirements as **Addendum #1**; 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 ~~December 1, 2025~~;" 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 ~~December 1, 2025~~ unless mutually agreed to by all parties."

2. Article VII, Section A shall be amended to read:

"1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII 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 amendment, 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, ~~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..."

BLOOMINGTON REDEVELOPMENT COMMISSION



Deborah Myerson, President

ATTEST:



John West, Secretary

12/01/25

Date

ADDENDUM #1 – Updated Requirements from 2025 CDBG Grant Agreements

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.I. 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, Chase Tehartin from New Hope for Families,
(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.

3. Article VII, Section B shall be amended as follows:

~~"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.~~

~~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.~~

4. Remove Article VII, Section F(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).~~

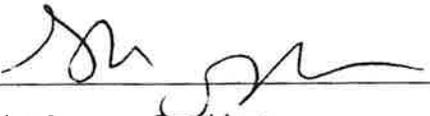
5. Add Section XIV. "ADDENDUM #1: UPDATED CDBG REQUIREMENTS

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 incorporated into this grant agreement as **Addendum #1: Updated CDBG Requirements**, and attached to this First Amendment. Addendum #1 is an affidavit to be signed by the Subrecipient acknowledging these new contractual requirements and is incorporated into this contract by reference."

6. 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.

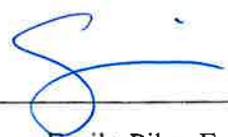
IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed the day and year last written below:

BY:



Deborah Myerson, President

BY:



Emily Pike, Executive Director

BY:



John West, Secretary

DATE: 12/01/25

26-13
RESOLUTION OF THE
REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA

APPROVAL OF FIRST AMENDMENT TO 2024 CDBG
PHYSICAL IMPROVEMENT GRANT AGREEMENT
WITH
SUMMIT HILL COMMUNITY DEVELOPMENT CORPORATION

WHEREAS, on January 27, 2025, in Resolution 25-10, the Bloomington Redevelopment Commission (“RDC”) approved a Community Development Block Grant “(CDBG”) Physical Improvements Grant Agreement with Summit Hill Community Development Corporation in the amount of One Hundred Forty Eight Thousand Nine Hundred Eighty Seven and 57/100 Dollars (\$148,987.57) to install fencing, a concrete wall, a playground, and required concrete at Summit Hill Community Development Corporation Early Learning Center located on N. Monroe Street in Bloomington; and

WHEREAS, during the course of the contract performance the Parties recognized that an additional Fifty One Thousand Twelve Dollars and 43/100 Dollars (\$51,012.43) for a total of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) is needed to complete the project; and

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

WHEREAS, the scope of work is revised to include the additional concrete work necessary to complete the project; and

WHEREAS, requirements for CDBG grant agreements were updated in 2025 to reflect executive orders and updated interpretations; and

WHEREAS, the new requirements now apply to this 2024 CDBG Physical Improvement Grant Agreement and are added to the contract as **Addendum #1**; and

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

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

WHEREAS, said Amendment has been duly considered.

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

1. The RDC hereby approves this First Amendment to the 2024 CDBG Physical Improvement Grant Agreement, included herein as **Attachment A**, to add Fifty One Thousand Twelve and 43/100 Dollars (\$51,012.43) in funding; extend the expiration date to December 31, 2026, revise the scope of work to include additional concrete work, and impose the updated 2025 grant requirements through **Addendum #1**.
2. The RDC authorizes City Staff to execute 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

By: _____
Deborah Myerson, President

ATTEST:

By: _____
John West, Secretary

Date

**FIRST AMENDMENT
TO 2024 CDBG PHYSICAL IMPROVEMENT GRANT AGREEMENT
BETWEEN
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
AND
SUMMIT HILL COMMUNITY DEVELOPMENT CORPORATION**

This First Amendment to the 2024 Community Development Block Grant Agreement between the City of Bloomington Housing and Neighborhood Development Department (the "City") and **Summit Hill Community Development Corporation**, (herein called the "Subrecipient" or "SHCDC") (collectively referred to as the "Parties") is executed on this _____ day of February, 2026.

WHEREAS, the Parties, on January 27, 2025, by RDC Resolution 25-10, entered into that certain 2024 CDBG Physical Improvement Grant Agreement, attached hereto as **Exhibit A**; and

WHEREAS, the Parties now wish to increase the scope of work to be performed under the grant agreement to include the additional concrete work necessary to complete the project; and

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

WHEREAS, the Parties recognize that additional funding is needed to complete the planned work and increase the funding amount by Fifty One Thousand Twelve and 43/100 Dollars (\$51,012.43) for a new total funding amount of Two Hundred Thousand and 00/100 (\$200,000.00); and

WHEREAS, pursuant to recent executive orders and updated interpretations, the Parties now agree to impose updated 2025 CDBG requirements to this Agreement by removing those that are no longer in effect and adding new requirements as **Addendum #1**; and

WHEREAS, pursuant to Article V, 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, shall be amended to read:

“The Subrecipient will be responsible for expending Program Year 2024 Community Development Block Grant (CDBG) funds to purchase/install the playground, playground wall, and fencing, and any additional concrete work necessary to complete the project...”

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

"e. Complete the Project as designed no later than December 31, 2026, ~~December 1, 2025~~, unless mutually agreed to by all parties," 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, ~~December 1, 2025~~ unless mutually agreed to by all parties."

3. 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 ~~ONE HUNDRED AND FORTY EIGHT THOUSAND NINE HUNDRED EIGHTY SEVEN DOLLARS AND FIFTY SEVEN CENTS (148,987.57)~~ TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$200,000.00)."

4. Article VII, Section A shall be amended to read:

"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 amendment, 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, ~~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."

5. Article VII, Section B shall be amended as follows:

~~"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.~~

~~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.”

6. Remove Article VII, Section F(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).~~

7. Add “Section XIV. ADDENDUM #1: UPDATED CDBG 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 incorporated into this grant agreement as Addendum #1: Updated CDBG Requirements, and attached to this First Amendment. Addendum #1 is an affidavit to be signed by the Subrecipient acknowledging these new contractual requirements and is incorporated into this contract by reference.”

8. 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 hereto have caused this First Amendment to the 2024 CDBG Physical Improvement Agreement with SHCDC to be executed the day and year first written below.

BLOOMINGTON REDEVELOPMENT COMMISSION

ATTEST:

By: _____
Deborah Myerson, President

By: _____
John West, Secretary

SUMMIT HILL COMMUNITY DEVELOPMENT CORPORATION:

By: _____

Nathan Ferreira, Executive Director

By: _____

Board Chairperson

Addendum #1
To First Amendment to 2024
CDBG Physical Improvement Agreement
With Summit Hill CDC

ADDENDUM #1 – Updated Requirements from 2025 CDBG Grant Agreements

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.I. 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.

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

THIS AGREEMENT, entered into this 27th day of January, 2025 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the "Grantee") and Summit Hill Community Development Corporation a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1007 N. Summit Street, Bloomington, IN, 47404, (herein called the "Subrecipient"), WITNESSETH:

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

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B24MC180013 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 2024 Community Development Block Grant (CDBG) funds purchase/install the playground, playground wall, and fencing. The two-story building will be built at the northeast corner of 14th and Monroe Streets at 1020 N. Monroe Street. 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 sixty (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 1, 2025**, unless mutually agreed to by all parties.

B. National Objectives

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

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

Benefit to Low/Moderate Limited Clientele (LMC)
24 CFR 570.208(a)(2)

Beneficiary demographic and income verification.

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 1, 2025** unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **ONEHUNDRED AND FORTY EIGHT THOUSAND NINE HUNDRED EIGHTY SEVEN DOLLARS AND FIFTY SEVEN CENTS (\$148,987.57)**. 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: NATHAN FERREIRA Katherine Gazonis, Executive Director Summit Hill Community Development Corporation 1007 N. Summit Street Bloomington, IN 47404 Contact Name: Nathan Ferreira Email: nferreira@blha.net Tel: (812) 545-7041
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

V. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between

the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient.

C. Hold Harmless

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

D. Workers' Compensation

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

E. Grantor Recognition

The Subrecipient shall 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 (5) 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 thirty (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 requirements. The Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by the Department of Labor regulations (20 CFR part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated by reference in this contract. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
3. Compliance with the Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the contract.
4. Violation reporting. HAND shall report any violation or suspected violation of these provisions to HUD.

D. Contract Work Hours and Safety Standards Act

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

E. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit G, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public

interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

F. Conduct

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

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

VIII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

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

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

1. 570.600 General
2. 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
3. 570.602 Section 109 of the Act.
4. 570.603 Labor standards.
5. 570.604 Environmental standards.

6. 570.605 National Flood Insurance Program.
7. 570.606 Displacement, relocation, acquisition, and replacement of housing
8. 570.607 Employment and contracting opportunities.
9. 570.608 Lead-based paint.
10. 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
11. 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
12. 570.611 Conflict of interest.
13. 570.612 Executive Order 12372.
14. 570.613 Eligibility restrictions for certain resident aliens.
15. 570.614 Architectural Barriers Act and the Americans with Disabilities Act
16. 570.615 Housing counseling.

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

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

A. Unique Entity Identifier (UEI)

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

B. System for Award Management (SAM)

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

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

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

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

C. Executive Compensation

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

X. Environmental Conditions

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

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for

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

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

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

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

XI. BUILD AMERICA, BUY AMERICA ACT (BABAA)

Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58. Any requests for waiver of these requirements must be submitted pursuant to USDA's guidance available online at USDA Buy America Waivers for Federal Financial Assistance.

This Agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and

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

A. Additional Federal Funding

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

B. Compliance with BABAA Requirements

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

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

XII. SEVERABILITY

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

XIII. ATTACHMENTS

- A. Exhibit A: 2024 HUD Income Limits**
- B. Exhibit B: E-Verify Affidavit**
- C. Exhibit C: Drug-free Work Place Certification**

- D. Exhibit D: Living Wage Affidavit
- E. Exhibit E: CDBG Subrecipient Procurement Procedures
- F. Exhibit F: Federal Construction Contract Provisions

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

**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

**SUMMIT HILL COMMUNITY DEVELOPMENT
CORPORATION:**

By:



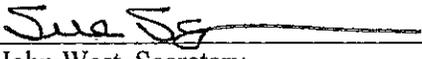
Deborah Myerson, President

By:



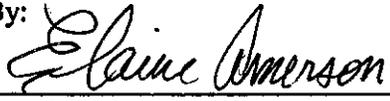
~~Katherine Gazunis, Executive Director~~
NATHAN FERREIRA

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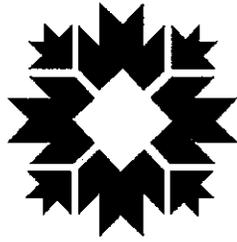


~~John West, Secretary~~
Sue Sgambelluri Vice President

By:



Board Chairperson



**CITY OF
BLOOMINGTON**

HOUSING AND NEIGHBORHOOD DEVELOPMENT

Community Development Block Grant (CDBG)

Subrecipient Funding Agreement Exhibits Packet

CDBG 2024 Program Year (Physical Improvements)

EXHIBIT C

STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

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

SUMMIT HILL COMMUNITY DEVELOPMENT CORPORATION B24MC180013
Printed Name of Organization Acquisition/Contract/Grant ID Number

Nathan Ferreira
Signature of Authorized Representative

2/19/2025
Date

Printed Name and Title: Nathan Ferreira
Executive Director

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

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the EXECUTIVE DIRECTOR of SUMMIT HILL COMMUNITY DEVELOPMENT CORPORATION
[Title] [Organization]
2. The company named herein that employs the undersigned has received or is seeking a grant from the City of Bloomington of more than \$1,000.
3. The company named herein that employs the undersigned is enrolled in and participating in the E-Verify program.
4. Documentation that the company named herein has enrolled and is participating in the E-Verify program is attached to this Affidavit as Attachment B-1.
5. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

Nathan Ferreira
Signature

Nathan Ferreira
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Nathan Ferreira and acknowledged the execution of the foregoing this 19 day of February, 2024.

Lisa Hasler
Notary Public
Lisa Hasler
Printed name

My Commission Expires: September 25, 2031
My Commission Expires: _____



EXHIBIT A

FY 2024 Income Limits Summary

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

EXHIBIT E

CDBG Subrecipient Procurement Procedures

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

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

Bidding for construction, equipment or services. If appropriate, an architect/professional engineer may be used to prepare the scope of work, oversee the bidding/contracting/inspection of the project for the

Subrecipient. HAND's Program Manager, or the HAND Director's appointment must be informed of, and receive copies of: published public notices (must be reviewed by HAND before being published), all direct solicitations to bidders (must be reviewed by HAND before being mailed), pre-bid meetings/notes, bid opening meeting/notes, copies of all bids submitted at the bid opening, bid award announcement/notes, pre-construction meeting/notes, all project progress meetings/notes and final walk-through meeting/notes. The agency's board of directors must approve the selection of the contractor.

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

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

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

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

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

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

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. These policies shall name the City of Bloomington, Department, and the officers, employees, and agents of each as insured under General Liability, Automobile, and Umbrella/Excess Liability policies. Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement, and shall provide documentation of any changes to or cancellation of required insurance to the City within ten (10) days. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

EXHIBIT F

City of Bloomington Federal Construction Contract Provisions

FEDERAL
CONSTRUCTION
CONTRACT
PROVISIONS

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

**Required Contract Provisions
Federally Assisted Construction Contracts**

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

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**Required Contract Provisions
Federally Assisted Construction Contracts**

SECTION 1 General Information

BONDING REQUIREMENTS.

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

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

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

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

RETAINAGE: IC 36-1-12-14

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

CHANGE ORDERS: IC 36-1-12-18

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

CONFLICT OF INTEREST: 24 CFR 570.611

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

MINORITY BUSINESS PARTICIPATION:

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

RECORD RETENTION: 24 CFR 85.42

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

CONTRACT PROVISIONS:

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

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

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

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

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

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

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING:

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

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

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

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

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

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

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

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

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

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

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

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

ACCESS TO RECORDS: 24 CFR 85.42-e

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

**Required Contract Provisions
Federally Assisted Construction Contracts**

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

SECTION 2 Equal Employment Opportunity Regulations

NONDISCRIMINATION:

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

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

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

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

EEO OFFICER:

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

DISSEMINATION OF POLICY:

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

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

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

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

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

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

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

RECRUITMENT OF EMPLOYEES:

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

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

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

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

**Required Contract Provisions
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SELECTION OF SUBCONTRACTORS, PROCUREMENT OF MATERIALS AND LEASING OF EQUIPMENT:

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

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

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

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

EEO RECORDS AND REPORTS:

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

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

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

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

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

NONSEGREGATED FACILITIES:

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

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

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

FALSIFICATION OF DOCUMENTS:

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

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

SECTION 3

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

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

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

Required Contract Provisions Federally Assisted Construction Contracts

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

OFFICE OF FEDERAL CONTRACT COMPLIANCE (OFCCP)

For federally assisted construction contracts, the OFCCP administers and enforces Executive Order 11246, as amended. This Order prohibits discrimination and requires affirmative action to ensure equal employment opportunity without regard to race, color, sex, religion and/or national origin; and the implementing regulations at 41 CFR Parts 60-1 through 60-50. Generally, all contractors and subcontractors holding nonexempt federally assisted construction contracts and subcontracts exceeding \$10,000 must comply with Executive Order 11246.

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

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

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

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

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

Comply with federal labor standards regulations as follows:

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

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

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

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

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

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

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

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

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

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

**Required Contract Provisions
Federally Assisted Construction Contracts**

authorized by the department or agency entering into this transaction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PAYMENT OF PREVAILING WAGES:

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

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

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

PERSONNEL ACTIONS:

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

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

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

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

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

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

CONFORMANCE RATES:

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

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

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

If the contractor or subcontractor, laborers and mechanics, awarding agency and the contracting officer agree on the classification and conformance wage rate including the amount designated for fringe benefits where

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

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

PAYMENT OF FRINGE BENEFITS:

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

APPRENTICE PARTICIPATION:

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

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

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

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

OVERTIME REQUIREMENTS:

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

WITHHOLDING PAYMENT FOR UNPAID WAGES:

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

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VIOLATIONS AND LIABILITY FOR UNPAID WAGES AND LIQUIDATED DAMAGES:

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

STATEMENTS AND PAYROLLS:

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

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

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

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

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

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

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

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

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

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

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

SECTION 4 Health and Safety

SAFETY AND ACCIDENT PREVENTION:

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

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

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

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

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

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

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

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

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

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

**26-14
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL TO ALLOW THE DIRECTOR OF
HOUSING AND NEIGHBORHOOD DEVELOPMENT TO GRANT
RIGHTS OF ENTRY TO REDEVELOPMENT COMMISSION PROPERTIES**

WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the City of Bloomington Redevelopment Commission (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the “Consolidated Economic Development Area” (“Consolidated TIF”);

WHEREAS, the RDC was created for the development and redevelopment of economic development areas that would benefit public welfare, benefit the public health, safety, morals, and welfare, increase the economic well-being of the City of Bloomington and the state, and serve to protect and increase property values in the unit and the state;

WHEREAS, pursuant to powers granted in Indiana Code 36-7-14, the RDC has acquired real estate, some parcels containing structures;

WHEREAS, it is often necessary for persons and entities to enter upon or into RDC real estate and RDC structures;

WHEREAS, pursuant to Bloomington Municipal Code 2.18.000, the RDC controls the Housing and Neighborhood Development (“HAND”), which administers the day-to-day operations of the RDC;

WHEREAS, by Resolution 25-104, the RDC bestowed the power to grant rights of entry to RDC real estate and structures to the HAND Director and such power expired on January 31, 2026;

WHEREAS, the RDC finds that it is the best interest of the Consolidated TIF to renew Resolution 25-104; and,

WHEREAS, the RDC believes that the HAND Director is qualified to grant rights of entry to RDC real estate and structures.

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

1. The RDC hereby bestows upon the Director of HAND the power to grant rights of entry to RDC real estate and structures.
2. The director shall report to the RDC at regularly scheduled meetings those rights of entry granted.
3. This resolution does not authorize any funding.
4. This resolution shall expire on January 31st of each year unless extended by the RDC.
5. The RDC delegates power to City Staff to perform any and all other necessary actions to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

26-15
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE CITY OF BLOOMINGTON, INDIANA

APPROVAL OF AGREEMENT WITH
CENTERSTONE OF INDIANA, INC. FOR
TEMPORARY PARKING AT
714 SOUTH ROGER STREET

WHEREAS, the Bloomington Redevelopment Commission (“RDC”) purchased the property formerly occupied by Bloomington Hospital;

WHEREAS, Centerstone of Indiana, INC. has requested temporary permission to allow its employees and clients to park vehicles on the property located at 714 South Rogers Street;

WHEREAS, the RDC finds it appropriate to grant such temporary access and parking rights through a license agreement;

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

WHEREAS, the RDC has determined that such temporary use of said surface lot is a benefit to the community.

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

1. The Bloomington Redevelopment Commission finds that the above-described temporary parking is an appropriate use of the identified surface lot, and finds that such use serves the public’s best interest.
2. The temporary storage agreement shall terminate no later than December 31, 2026, unless extended in writing.
3. The Bloomington Redevelopment Commission delegates to City staff the authority to make day-to-day decisions regarding storage arrangements and all other matters necessary to implement the temporary storage agreement.

4. The Bloomington Redevelopment Commission authorizes City Staff to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

TEMPORARY ACCESS AND LICENSE AGREEMENT

This Temporary Access and License Agreement (this “Agreement”) is entered into and effective upon completion of execution (the “Effective Date”), by and between The City of Bloomington Redevelopment Commission, an Indiana nonprofit corporation (“Licensor”), and Centerstone of Indiana, Inc. (“Licensee”).

Recitals

Licensor is the owner of a parking lot in the City of Bloomington, Monroe County, Indiana located at 714 North Rogers Street (the “Parking Lot”).

Licensor is willing to allow Licensee’s employees to access the Parking Lot in the area shown on Exhibit A attached hereto and incorporated herein by reference (the “License Area”). The Parking Lot consists of approximately twenty-four (24) parking spaces of which none of the spaces are compliant with the American Disabilities Act.

Agreement

In consideration of the mutual covenants contained herein, Licensor and Licensee agree as follows:

1. Limited Access. Licensor grants to Licensee a limited, non-exclusive license to enter upon the Parking Lot solely for purpose of parking non-commercial automobiles, at Licensee’s sole risk and expense. Licensor reserves the right to reduce the number of spaces available.
2. Term. The term of this Agreement shall commence on the Effective Date and expire upon notice from Licensor of no less than fifteen (15) days (the “Term”).
3. Fees, Costs and Maintenance. Licensee shall not be required to pay rent or any other fees in connection with its use of the Parking Lot for the Term. Licensor shall have no duty to maintain or repair the Parking Lot, including but not limited to filling potholes, cleaning the surface, or snow or ice removal.
4. Waiver of Liability; Indemnity. The Parties shall indemnify, defend, and hold harmless each other, and their respective officers, and directors from and against any and all liabilities, claims, damages, losses, suits, or demands of any nature, including attorneys’ fees and costs arising out of liens, injury to or death of any person or persons, and for damage to or loss of property caused by use of the Parking Lot, unless such claim is caused by the concurrent negligence of any indemnitee.
5. Insurance. Licensee shall maintain the following insurance coverages during the term of this Agreement:
 - a. Commercial General Liability insurance in the minimum amount of \$1,000,000 per occurrence, endorsed to include indemnitees as additional insured parties;

- b. Workers compensation/employee liability insurance in statutory amounts endorsed to include a waiver of subrogation in favor of indemnitees; and
 - c. Automobile Liability insurance in the minimum amount of \$1,000,000 combined single limit, endorsed to include indemnitees as additional insured parties.
6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and venue shall be with the Monroe County Circuit Courts.
 7. Disclaimer of Interest. Licensee expressly agrees that it does not and shall not claim at any time any real property interest or estate of any kind in the Parking Lot by virtue the rights granted under this Agreement or its occupancy or use under this Agreement. This Agreement shall not be recorded.
 8. Revisions. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
 9. Authority. The signatories represent and warrant that they have the right, power, and authority to execute this Agreement.
 10. Counterparts. This Agreement may be executed in any number of counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and such counterparts shall, collectively, be construed together and shall constitute one and the same instrument. Signatures transmitted by Adobe Sign, DocuSign, RightSignature, electronic mail, or other digital or electronic means will be treated as original signatures for all purposes hereunder, each of which shall be of the same legal effect, validity, and enforceability as a manually executed signature.

This Agreement is in full force and effect upon execution.

LICENSOR:

THE CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

By: _____
Deborah Myerson, RDC President

Date: _____

LICENSEE:

CENTERSTONE OF INDIANA, INC.

By:  _____

Printed: Robb Backmeyer

Title: Interim Chief Executive Officer

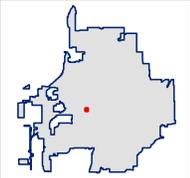
Date: 1/21/2026

EXHIBIT A
Parking Lot



Map Legend

 Centerstone Parking Area



26-16
RESOLUTION OF THE
REDEVELOPMENT COMMISSION OF THE
CITY OF BLOOMINGTON INDIANA

ADDENDUM WITH VET FOR
ENVIRONMENTAL SERVICES AT COLLEGE SQUARE

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”);
- WHEREAS, in Resolution 25-46, the RDC approved \$100,000.00 (One-hundred thousand dollars) for due diligence investigations at the College Square property located at 202-226 S. College Ave Bloomington, IN. (“Project”);
- WHEREAS, as part of the Project, the RDC in 2019 and 2023 performed Phase I investigations at the site and has been working with Brownfields and the Indiana Department of Environmental Management to obtain a Site Status Letter;
- WHEREAS, in order to further pursue a Site Status Letter further investigations are needed to delineate petroleum impacts in groundwater, confirm groundwater metal impacts and conduct a limited soil gas survey;
- WHEREAS, due diligence investigations authorized in Resolution 25-46 does not have sufficient funds to complete the required sampling expenses listed in attached Attachment 1;
- WHEREAS: City staff have negotiated an agreement in Resolution 26-10 with VET for an amount not to exceed Fourteen Thousand One Hundred Fifty Nine Dollars and Seventy- Nine Cents (\$14,159.79) for the Services (“Agreement”);
- WHEREAS: the Indiana Department of Environmental Management has subsequently requested additional soil gas sampling, and City staff have negotiated with VET for an additional amount of Two Thousand Seven Hundred Fifty-Two Dollars, Twenty-Five Cents (\$2,752.25) to perform these services outlined in Attachment 1; and,
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement.

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

1. The Bloomington Redevelopment Commission reaffirms its support of the Project and reiterates that it serves the public’s best interests.
2. The Bloomington Redevelopment Commission finds the Project is an appropriate use of TIF,

and that the Project serves the public's best interests.

3. The Bloomington Redevelopment Commission hereby approves the Agreement for the Environmental Consultant and authorizes the City of Bloomington to expend an amount not to exceed Two Thousand Seven Hundred Fifty-Two Dollars and Twenty-Five Cents (\$2,752.25) for the additional services detailed in Attachment 1, to be payable in accordance with the terms of the Agreement ("Payment")
4. The Payment authorized above may be made from the Consolidated TIF, Downtown 4445-15-159002-53990. Nothing in this Resolution shall remove the requirement to comply with the City or the Bloomington Redevelopment Commission's claims process.
5. Unless extended by the Bloomington Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2026.
6. The Bloomington Redevelopment Commission delegates power to City Staff to perform any and all other necessary actions to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**ADDENDUM WITH VET FOR
ENVIRONMENTAL SERVICES AT COLLEGE SQUARE**

Article 1 is amended in its entirety to the following:

Article 1. Scope of Services

Consultant shall provide the Services as specified in Attachment 1, "Scope of Work", attached hereto and incorporated into this Agreement. In the event that any term or condition set forth in Attachment 1 conflicts with the terms of this Addendum No. 1 or the Agreement, the language in this Addendum No. 2 shall control.

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

Consultant shall complete the Services required under this Agreement as soon as reasonably possible. Completion shall mean completion of all work related to the Services except for ongoing monthly activities.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the RDC as may be requested and desirable, including primary coordination with the RDC's Director, Anna Killion Hanson, or her designee.

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

Compensation is amended in its entirety to the following:

Compensation

Compensation. Upon completion of all Services, the RDC shall pay Contractor for all fees and expenses for all Services herein provided in an amount not to exceed Sixteen Thousand Nine Hundred and Twelve Dollars and Four Cents (\$16,912.04).

Contractor shall submit an invoice to the RDC upon the completion of all Services. The invoice shall be sent to: Bloomington Redevelopment Commission % the Director of the Department of Housing and Neighborhood Development, City of Bloomington, 401 North Morton Street, Suite 130, Bloomington, Indiana 47404.

Invoices may be sent via first-class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services and/or any changes in the Services not set forth in Attachment "1", shall be authorized in writing by the RDC or its designated project coordinator prior to such work being performed or expenses incurred. The RDC shall not make payment for any unauthorized work or expenses. No additional work shall be performed until and unless additional funding is approved and a fully executed written amendment to this Agreement is reached by both parties herein.

City of Bloomington
Redevelopment Commission
ATTN:
Anna Killion-Hanson
401 North Morton Street, Suite 130
Bloomington, Indiana 47404

Further Amendments:

The terms RDC and City may be used interchangeably and refer to the Bloomington Redevelopment Commission.

All other terms of the Agreement, as amended, that are not inconsistent with this Addendum No. 1 remain in full force and effect.

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

**CITY OF BLOOMINGTON
LLC REDEVELOPMENT COMMISSION**

VET Environmental Engineering,

Deborah Myerson, RDC President

Sara R. Hamidovic



VET ENVIRONMENTAL ENGINEERING, LLC

2335 West Fountain Drive, Bloomington, IN 47404

Phone: (812) 822-0400 Fax: (812) 650-3892

Email: info@vet-env.com

February 19, 2026

Ms. Anna Killion-Hanson – Executive Director
City of Bloomington Redevelopment Commission
401 North Morton Street, Suite 130
Bloomington, Indiana 47404

Dear Ms. Killion-Hanson:

**RE: Addendum to Proposal for Groundwater Investigation and Reporting
226 South College Avenue, Bloomington, Indiana 47403**

VET Environmental Engineering, LLC (VET) appreciates the opportunity to submit this proposal addendum to the City of Bloomington Redevelopment Commission (RDC). We look forward to continuing to work with you and hope that our proposal will meet your needs and budget. VET is submitting this addendum to include soil gas sampling to the planned scope of work at 226 South College Avenue, Bloomington, Indiana (Site), commonly referred to as College Square. Based on feedback from the Indiana Finance Authority (IFA) Brownfields Program, a limited soil gas survey is required for the Site to obtain closure. The soil gas survey is required prior to development of buildings at the Site based on the presence of benzene in groundwater above 50 parts per billion (ppb).

Tasks to be performed for Client:

- 1) **Soil Gas Survey:** In addition to and in conjunction with the groundwater investigation planned at the Site, VET will perform a limited soil gas survey targeting the portion of the Site where historical USTs were likely located, and where benzene concentrations in groundwater exceed 50 ppb. Public utilities will be identified prior to soil gas sampling to assess possible man-made pathways of contaminant migration. VET will subcontract Strata Environmental Contractors, LLC to advance four soil vapor implants (SVIs) to an approximate five-foot depth. SVIs will be installed in locations identified by the Brownfields Program.

Summa canisters will be certified cleaned by the third party laboratory prior to commencement of soil gas sample collection. Based on IDEM recommendations, temporary soil gas sampling systems will be allowed to stabilize following installation and prior to sample collection. Sample preparation and collection times may vary depending on conditions in the subsurface environment, however VET expects each sample to be collected in approximately 5-minute intervals.

Soil gas samples will be from an approximate depth of five feet below ground surface (bgs) and above the saturated zone. Weather conditions will be documented prior to and during soil gas sampling. Soil gas sampling will not take place within 48 hours after a rainfall event of 0.5 inches or greater. Sampling strings will be assembled, pressure tested, and determined to be airtight prior to sample collection.

Soil gas sampling will be performed by installing SVIs utilizing direct push drilling technology. Three system volumes will be purged prior to soil gas sampling as practicable. VET will utilize a leak detection agent such as isopropyl alcohol during sampling. The leak detection agent will be placed near the fittings of the soil gas sampling canister during sampling. Soil gas samples will be collected and transported to EnvisionAir Laboratory in Indianapolis, Indiana for analysis of volatile organic compounds (VOCs) (TO-15).

- 2) **Reporting:** VET will document all sampling methodologies, conclusions, and recommendations pertaining to soil gas analysis at the Site in conjunction with the proposed groundwater investigation report. Soil gas analytical results will be tabulated and compared to IDEM 2025 Risk-Based Closure Guide (R2) published levels.

Tasks to be performed for Client:

Item	Cost
Soil Gas Investigation	\$2,752.25
<i>Other consulting services and applicable travel costs, including mileage, will be billed on a case-by-case basis in accordance with 2026 hourly rates (attached)</i>	

Environmental consulting work will be billed on a time and materials not to exceed **\$2,752.25** in addition to the total included in VET’s December 11, 2025 Proposal for Groundwater Investigation. Please note that any work completed by VET at the request of the Client that does not fall within the referenced scope will be billed according to VET’s 2026 hourly rates, attached, in addition to the proposed services as “Out of Scope Work.”

VET will provide the Client with electronic copies of all completed work material. We will produce the best product we are capable of while striving to be as cost-effective as possible. Thank you for this opportunity. If you have questions or comments regarding anything contained in this proposal, please do not hesitate to call the office at (812) 822-0400. If you are comfortable

with the proposal as it stands, please sign the Consulting Agreement and return it to: rene@vet-env.com.

Respectfully,

A handwritten signature in black ink, appearing to read "Sara R. Hamidovic". The signature is fluid and cursive, with a large initial "S" and "H".

Sara R. Hamidovic, MS, PE, CHMM, CPESC
President/CEO, Principal Engineer

Cost Estimate Addendum - Soil Gas Survey
226 South College Avenue
Bloomington, Indiana 47403

Activity	Note	Units	Type		Unit Cost	Total Cost
Task 1. Soil Gas Survey						
Field Work (Additional to Groundwater Investigation)	Principal Engineer	2	hours	@	\$163.67	\$327.34
	Senior Project Manager	2	hours	@	\$121.51	\$243.02
	Environmental Technician	0.5	hours	@	\$79.37	\$39.69
Field Equipment and Expenses (Additional to Groundwater Investigation)	Drilling Subcontractor (Four Soil Vapor Implants)	1	each	@	\$920.00	\$920.00
	Vapor Sampling Trains	4	each	@	\$30.00	\$120.00
	Soil Gas Sampling Kit	1	day	@	\$50.00	\$50.00
Laboratory Analytical (Soil Gas Sampling)	1-Liter Soil Gas Canisters	4	each	@	\$23.00	\$92.00
	Individual Certified Clean Canister	4	each	@	\$23.00	\$92.00
	TO-15 VOCs - Full List	4	each	@	\$161.00	\$644.00
	Level IV QA/QC	1	each	@	\$124.20	\$124.20
	Shipping	1	each	@	\$100.00	\$100.00
Total (Additional to Groundwater Investigation)						\$2,752.25

CONSULTING AGREEMENT AND AUTHORIZATION TO PROCEED

This Agreement is between VET Environmental Engineering, LLC an Indiana corporation, with office at 2335 West Fountain Drive, Bloomington, Indiana 47404 and Ms. Anna Killion-Hanson, City of Bloomington Redevelopment Commission with office at 401 North Morton Street, Suite 130, Bloomington, Indiana 47404 ("CLIENT").

1. VET Environmental Engineering, LLC agrees to perform the services described in the PROPOSAL dated February 19, 2026 including attachments and amendments ("SERVICES").
2. CLIENT authorizes VET Environmental Engineering, LLC to perform these SERVICES for the following project and location: Proposal Addendum – Site Investigation - 226 South College Avenue, Bloomington, Indiana.
3. VET Environmental Engineering, LLC is willing to perform the SERVICES in exchange for the following fee (check and complete):

CLIENT will pay on a **time and material** basis. VET Environmental Engineering, LLC will invoice according to the attached Fee Schedule.

CLIENT will pay a **lump sum** of **\$0.00** for SERVICES. VET Environmental Engineering, LLC will invoice CLIENT upon completion of the SERVICES for the parcel of property described in the PROPOSAL.

CLIENT will pay on a **time and material basis not to exceed** the sum of **\$2,752.25**. VET Environmental Engineering, LLC will invoice according to the Fee Schedule* attached to the PROPOSAL up to the stated limit. Upon reaching the limit, VET Environmental Engineering, LLC will stop performing unless CLIENT authorizes further work in writing.

* VET Environmental Engineering, LLC reserves the right to adjust its Fee Schedule annually.

4. **Billing:** VET Environmental Engineering, LLC will submit invoices to CLIENT by mail on an as needed basis. CLIENT recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. CLIENT will pay an additional charge of one and one-half percent (1 1/2%) per month not to exceed the maximum rate allowed by law for any payment received by VET Environmental Engineering, LLC more than thirty (30) calendar days from the date of the invoice. CLIENT will pay when due that portion of invoice, if any, not in dispute. If CLIENT fails to pay any undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, VET Environmental Engineering, LLC may suspend its performance or terminate this Agreement without incurring any liability to CLIENT and without waiving any other claim against CLIENT.

5. Special Provisions : NONE ATTACHMENT

6. **CLIENT RECOGNIZES THAT THE PRESENCE OF HAZARDOUS MATERIALS OR POLLUTION ON OR BENEATH THE SURFACE OF A SITE MAY CREATE RISKS AND LIABILITIES. CONSULTANT HAS NEITHER CREATED NOR CONTRIBUTED TO THIS POLLUTION. CONSEQUENTLY, CLIENT RECOGNIZES THIS AGREEMENT WILL ACCORDINGLY LIMIT CONSULTANT'S LIABILITY.**

CLIENT confirms reading this document in full (including the terms 7 through 16 on the following page). This Agreement when executed by VET Environmental Engineering, LLC is an offer to perform the services, open for acceptance within 30 days. This Agreement becomes effective on the date CLIENT signs below.

CLIENT

- VET Environmental Engineering, LLC



By: _____

By: _____

Name: _____

Name: Sara Rae Hamidovic, MS, PE, CHMM, CPESC

Title: _____

Title: President/CEO

Date: _____

Date: February 16, 2026

7. **Standard of Care:** VET Environmental Engineering, LLC will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

8. **Indemnity / limitation of Liability:** Subject to any limitations stated in this Agreement, VET Environmental Engineering, LLC will indemnify and hold harmless CLIENT, its officers, directors, employees, and subcontractors, from and against all claims and actions, including reasonable attorneys fees, arising out of damages or injuries to persons or tangible property to the extent they are caused by a professionally negligent act, error, or omission of VET Environmental Engineering, LLC or any of its agents, subcontractors, or employees in the performance of Services under this Agreement. VET Environmental Engineering, LLC will not be responsible for any loss, damage, or liability arising from any contributing negligent acts by CLIENT, its subcontractors, agents, staff, or consultants. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption. The CLIENT also agrees to seek recourse only against VET Environmental Engineering, LLC and not against its officers, employees, directors, or shareholders. The CLIENT agrees to limit VET Environmental Engineering, LLC's liability due to breach of contract, warranty or negligent acts, errors or omissions of VET Environmental Engineering, LLC to the fee paid to VET Environmental Engineering, LLC under this Agreement.

9. **Hazardous Substances/Hazardous Waste:** CLIENT represents that if CLIENT knows or has reason to suspect that hazardous substances or pollution may exist at the project site, CLIENT has fully informed VET Environmental Engineering, LLC. In the event VET Environmental Engineering, LLC encounters hazardous substances or contamination significantly beyond that originally represented by CLIENT, VET Environmental Engineering, LLC may suspend its Services and enter into good faith renegotiation of this Agreement. CLIENT acknowledges that VET Environmental Engineering, LLC has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless VET Environmental Engineering, LLC, from any claim or liability, arising out of VET Environmental Engineering, LLC's performance of work under this Agreement and made or brought against VET Environmental Engineering, LLC for any actual or threatened environmental pollution or contamination except to the extent that VET Environmental Engineering, LLC has negligently caused or contributed to any such pollution or contamination. This indemnification includes reasonable attorney fees and expenses incurred by VET Environmental Engineering, LLC in defense of such claim.

10. **Sample Ownership:** All samples and cuttings of materials containing hazardous contaminants are the property and responsibility of CLIENT. Removal of cuttings from the project site will remain the obligation of CLIENT. Absent direction from CLIENT, VET Environmental Engineering, LLC may return all contaminated samples and laboratory byproducts to the CLIENT for proper disposal or treatment.

11. **Documents and Records:** CLIENT acknowledges that VET Environmental Engineering, LLC's reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional service, not products. All data VET Environmental Engineering, LLC prepares for CLIENT under this Agreement will remain the property of VET Environmental Engineering, LLC. CLIENT will not use any VET Environmental Engineering, LLC data or report for any purpose other than its original purpose as defined in the PROPOSAL. CLIENT has no rights to incomplete or partial data. VET Environmental Engineering, LLC will retain these Records for a period of three (3) years following completion of this project. During this time, VET Environmental Engineering, LLC will reasonably make available the records to the CLIENT. VET Environmental Engineering, LLC may charge a reasonable fee in addition to its professional fees for retrieving or copying such records.

12. **Change Orders:** VET Environmental Engineering, LLC will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Services. VET Environmental Engineering, LLC will give CLIENT notice within ten (10) days of the change order of any resulting increase in fee. Unless Client objects in writing within five (5) days, the change order becomes a part of this Agreement.

13. **Third-Party Rights:** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than CLIENT and VET Environmental Engineering, LLC.

14. **Assignment/ Status:** The CLIENT will not delegate, assign, sublet, or transfer any interest in this Agreement without the written consent of VET Environmental Engineering, LLC. VET Environmental Engineering, LLC is an independent consultant and not the agent or employee of CLIENT.

15. **Termination:** Either party may terminate the Services with or without cause upon ten (10) days advance written notice. If Client terminates without cause, CLIENT will pay VET Environmental Engineering, LLC costs incurred, noncancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors.

16. **Complete Agreement:** The Parties acknowledge this Agreement, including the Proposal and any Attachments constitute the entire Agreement between them. Unless stated otherwise in this Agreement, this Agreement may not be modified except in a writing signed by both parties. The parties agree that Indiana law governs this Agreement and any dispute involving the Agreement.



VET STANDARD RATES 2026

Principal Engineer	\$163.67/hour
Registered Professional Engineer	\$145.08/hour
Operations Manager	\$125.24/hour
Safety Director	\$125.24/hour
Senior Project Manager	\$121.51/hour
Licensed Professional Geologist	\$117.79/hour
Project Manager	\$110.35/hour
Senior Environmental Scientist	\$110.35/hour
Graduate Engineer	\$110.35/hour
Graduate Geologist	\$105.40/hour
Staff Project	\$101.68/hour
Environmental Scientist	\$91.76/hour
Ecologist	\$91.76/hour
Senior Environmental Technician	\$91.76/hour
Safety Coordinator	\$89.27/hour
Environmental Technician	\$79.37/hour
GIS Analyst	\$79.37/hour
Clerical	\$65.72/hour
Mileage	\$0.83/mile
Outside Services and Expenses	Cost plus 15%