

# Redevelopment Commission Meeting

## Agenda for Monday, August 3, 2026, at 5 p.m.

This meeting will be held in the Cityhall Council Chambers Suite 115, City Hall, 401 N. Morton St) and may also be accessed via [ZOOM](#). Meeting ID 838 9310 0126 Passcode 299704 .

Redevelopment Commission meetings can be watched on the following websites:

- Link to CATS TV can be found here: [CATS TV](#)
- Link to YouTube can be found here: [YouTube](#)

Materials for this meeting can be found on the Redevelopment Commission's website, which is located [here](#).

### 1. Roll Call

### 2. College Square Proposal Presentations

Up to 20 minutes in presentations each. Up to 15 minutes in Commissioner questions each. No public comment.

- A. [Concord, TWG, Ratio, Shiel Sexton](#)
- B. [Dora, Louderback, Luminat, Weddle](#)

### 3. Minutes

- A. [Executive Session Summary for July 20, 2026](#)
- B. [Minutes for July 20, 2026](#)

### 4. Payroll

- A. [Payroll Register for July 24, 2026](#)

### 5. Reports

- A. Director's Report
- B. Legal Report
- C. Treasurer's Report - [TIF Status Report](#)
- D. Business Development Update

### 6. New Business

- A. [Resolution 26-18](#): Designating and Declaring a Certain Area as an Economic Development Area (Hopewell South EDA), Approving an Economic Development Plan for Said Area, Establishing a Residential Housing Program in Said Area and Regarding

- B. [Resolution 26-23](#): Approval of Agreement for Parking Space at the Trades District Garage with Alluinn IU Trades District Hotel LLC
- C. Related Matters
  - a. [Resolution 26-48](#): Approval of First Amendment to 2025 CDBG Physical Improvement Grant Agreement with Life Design, Inc
  - b. [Resolution 26-49](#): Approval of First Amendment to 2025 CDBG Physical Improvement Grant Agreement with Middle Way House
  - c. [Resolution 26-50](#): Approval of First Amendment to 2025 CDBG Physical Improvement Grant Agreement with Summit Hill Community Development Corporation
- D. [Resolution 26-51](#): Approval of 2026 CDBG Physical Improvement Grant Agreement with My Sister's Closet
- E. [Resolution 26-52](#): Addendum #1 with VET Environmental Engineering, LLC for Environmental Services at College Square
- F. [Resolution 26-53](#): Amending the Declaratory Resolution of the Consolidated Economic Development Area and the Consolidated Economic Development Plan Removing Certain Residential Parcels and Regarding Related Matters
- G. [Resolution 26-54](#): Approval of Lease at the Forge with Prometheus Energetics, LLC

## 7. Adjournment

## Board Membership

Pursuant to applicable law and policy, and in compliance with Indiana Code 5-14-9-6, the following details are provided regarding the officers serving on this committee:

| Board Member                                        | Appointed By   | Appointment Date | Term                      |
|-----------------------------------------------------|----------------|------------------|---------------------------|
| Deborah Myerson,<br>President                       | Common Council | 02/06/2026       | 1/1/2026 to<br>12/31/2026 |
| Sue Sgambelluri, Vice-<br>President                 | Mayor          | 1/30/2026        | 1/1/2026 to<br>12/31/2026 |
| John West, Secretary                                | Mayor          | 1/30/2026        | 1/1/2026 to<br>12/31/2026 |
| Randy Cassady                                       | Common Council | 2/06/2026        | 1/1/2026 to<br>12/31/2026 |
| Laurie McRobbie                                     | Mayor          | 1/30/2026        | 1/1/2026 to<br>12/31/2026 |
| Sam Fleener, MCCSC<br>Representative,<br>non-voting | MCCSC          | -                |                           |
| Anna Killion-Hanson,<br>Redevelopment               |                | -                |                           |

| <b>Board Member</b>                                      | <b>Appointed By</b> | <b>Appointment Date</b> | <b>Term</b> |
|----------------------------------------------------------|---------------------|-------------------------|-------------|
| Commission<br>Executive Director                         |                     |                         |             |
| Geoff McKim,<br>Redevelopment<br>Commission<br>Treasurer |                     |                         |             |

Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call 812-349-3429 or e-mail [human.rights@bloomington.in.gov](mailto:human.rights@bloomington.in.gov). The City is committed to providing equal access to information. If you encounter difficulties accessing material in this packet, please get in touch with Anna Killion-Hanson at [anna.killionhanson@bloomington.in.gov](mailto:anna.killionhanson@bloomington.in.gov) and provide your name, contact information, and a link to or description of the document or web page you are having problems with.

## **EXECUTIVE SESSION SUMMARY**

The Redevelopment Commission of the City of Bloomington, Indiana met on Monday, July 20, 2026, at 3:30 p.m. in the Showers City Hall, Allison Conference Room, 401 North Morton Street, Suite 225, Bloomington, Indiana 47404

### **Redevelopment Commission Members Present:**

Deborah Myerson  
Sue Sgambelluri  
Laurie McRobbie  
John West  
Randy Cassady

### **City Staff Present:**

Kerry Thomson, Mayor  
Jennifer Miers, Special Assistant to the Mayor  
Anna Killion-Hanson, Director, Housing & Neighborhood Development (HAND)  
Dana Robert Kerr, Assistant City Attorney, Legal Department  
Margie Rice, Corporation Counsel, Legal Department  
Geoff McKim, City Controller  
Michael Diekhoff, Police Chief  
Jane Kupersmith, Director, Economic & Sustainable Development (ESD)  
Anna Dragovich, Capital Projects Manager, ESD

### **Others Present:**

Brandon Hoopingarner  
Kelly Abel

The Commission discussed strategy with respect to a real property transaction pursuant to Ind. Code § 5-14-1.5-6.1(b)(2)(D) and litigation discussions pursuant to Indiana Code § 5-14-1.5-6.1(b)(2)(B).

No other matters were discussed.

The meeting adjourned at 5:00 p.m.

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Deborah Myerson, President

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John West, Secretary

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Date



**The Redevelopment Commission met on Monday, July 20, 2026, at 5:00 p.m. in the McCloskey Conference Room, 401 N. Morton Street, Room 135, and via Zoom, with President Deborah Myerson presiding.**

<https://catstv.net/m.php?q=16228>

## **1. Roll Call**

### **Commission members present**

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

### **City staff and elected officials present:**

Anna Killion-Hanson, Director, Housing & Neighborhood Development Department (HAND)  
Christina Finley, Assistant Director, HAND  
Tammy Caswell, Financial Specialist, HAND  
Dana Kerr, Assistant City Attorney, City Legal Department  
Geoff McKim, City Controller  
Jane Kupersmith, Director, Economic & Sustainable Development (ESD)  
Anna Dragovich, Capital Projects Manager, ESD

There were members of the public present.

## **2. Approval of Minutes**

Minutes for Jun 15, 2026

Executive Session for Jun 15, 2026

Executive Session for Jul 14, 2026

Sue Sgambelluri moved to approve the regular meeting minutes, the executive session minutes for June 15, 2026, and the executive session minutes for July 14, 2026. John West seconded the motion. The motion passed unanimously.

## **3. Approval of Claims**

Claims Register for June 5, and Jul 2, 2026

Randy Cassady moved to approve the claim registers for June 5, 2026, and July 2, 2026. Laurie McRobbie seconded the motion. The motion passed unanimously.

#### **4. Approval of Payroll**

A. Payroll Register for June 12, June 26, and Jul 10, 2026

John West moved to approve the payroll registers for June 12, 2026, June 26, 2026, and July 10, 2026. Sue Sgambelluri seconded the motion. The motion passed unanimously.

#### **5. Reports**

##### **A. Director's Report:**

- a. Anna Killion-Hanson highlighted a [letter](#) from five council members regarding the South Parcels and discussed the \$3 million REDI Arts and Culture grant. She also noted that bids for the College Square redevelopment had been opened and would require further analysis.

**B. Legal Report:** Dana Kerr was available for questions.

**C. Treasurer's Report:** Geoff McKim shared the following fund balances:

- RDC 2519 Fund - \$1,475, 935
- Consolidated TIF fund - \$39,800,000 (increase of approximately \$27,000,000)
- Kinser-Prow TIF - \$833,000
- Spider TIF - \$0

**D. Business Development Update:** Jane Kupersmith reported on the City's application for Opportunity Zones 2.0 designation, including Hopewell East, Hopewell West, and Hopewell South. Kupersmith also discussed a \$3 million REDI Arts and Culture grant application for an arts campus in the Trades District.

#### **6. New Business**

A. Bid Openings for College Square:

Anna Killion-Hanson presented the bid proposals for the College Square redevelopment. Two proposals were submitted. The first proposal was submitted by a team consisting of Concord Hospitality, TWG Development, Shiel Sexton, and RATIO Design. The second proposal was submitted by a team consisting of Dora Hospitality LLC and the Louderback Group. She summarized each proposal and noted that staff would conduct a more detailed evaluation before making a recommendation.

B. [Resolution 26-46](#): Approval of the Undulate Artwork Concrete Foundation Construction Agreement with E&B Paving, LLC.

Anna Dragovich presented Resolution 26-46.  
Deborah Myerson asked for public comment. There were no comments from the public.

John West moved to approve Resolution 26-46. Laurie McRobbie seconded the motion. The motion passed unanimously.

C. [Resolution 26-47](#): Acknowledgement of Estimated Costs of Public Infrastructure Improvement Design for Sudbury Drive and South Adams Street within the Summit District Planned Unit Development.

Dana Kerr presented Resolution 26-47.

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

Laurie McRobbie moved to approve Resolution 26-47. John West seconded the motion. Randy Cassady abstained. The motion passed 5-0, with one abstention.

## **7. Adjournment**

John West moved to adjourn the meeting. The meeting adjourned at approximately 5:40 p.m.

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Deborah Myerson, President

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John West, Secretary

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



**Office of the Controller**

**To:** Redevelopment Commission

**From:** Geoff McKim, Controller

**Date:** 07/24/2026

**Subject:** Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 07/06/2026 to 07/19/2026. 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 black ink that reads "Geoff McKim". The signature is written in a cursive, slightly stylized font.

\_\_\_\_\_B97582B21FB94BA...

Geoff McKim  
Controller



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 07/24/26 - 07/24/26

Detail Listing

| Employee                                                | Check Date | Gross      | Imputed<br>Income | EIC    | Federal    | FICA       | Medicare   | State      | Other      | Deductions | Net Pay    |
|---------------------------------------------------------|------------|------------|-------------------|--------|------------|------------|------------|------------|------------|------------|------------|
| Department <b>HAND - Housing &amp; Neighborhood Dev</b> |            |            |                   |        |            |            |            |            |            |            |            |
| 10000 Arnold, Michael L<br>0051                         | 07/24/2026 | 2,865.43   |                   | .00    | 297.15     | 175.40     | 41.03      | 79.37      | 57.58      | 186.96     | 2,027.94   |
|                                                         |            |            | .00               | .00    | 2,729.02   | 2,829.02   | 2,829.02   | 2,729.02   | 2,729.02   |            |            |
|                                                         |            | \$2,865.43 | \$0.00            | \$0.00 | \$297.15   | \$175.40   | \$41.03    | \$79.37    | \$57.58    | \$186.96   | \$2,027.94 |
| 3954 Bettis, Jeremy                                     | 07/24/2026 | 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<br>2594                          | 07/24/2026 | 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                                   | 07/24/2026 | 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<br>0111                            | 07/24/2026 | 1,450.00   |                   | .00    | 200.77     | 89.90      | 21.02      | 42.78      | 25.38      | .00        | 1,070.15   |
|                                                         |            |            | .00               | .00    | 1,450.00   | 1,450.00   | 1,450.00   | 1,450.00   | 1,450.00   |            |            |
|                                                         |            | \$1,450.00 | \$0.00            | \$0.00 | \$200.77   | \$89.90    | \$21.02    | \$42.78    | \$25.38    | \$0.00     | \$1,070.15 |
| 2771 Council, David R                                   | 07/24/2026 | 2,534.81   |                   | .00    | 159.74     | 142.76     | 33.39      | 64.72      | 46.95      | 326.98     | 1,760.27   |
|                                                         |            |            | .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   | \$33.39    | \$64.72    | \$46.95    | \$326.98   | \$1,760.27 |
| 10000 Finley, Christina L<br>0187                       | 07/24/2026 | 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                                    | 07/24/2026 | 2,534.81   |                   | .00    | 121.04     | 149.18     | 34.90      | 70.98      | 51.49      | 128.67     | 1,978.55   |
|                                                         |            |            | .00               | .00    | 2,406.14   | 2,406.14   | 2,406.14   | 2,406.14   | 2,406.14   |            |            |
|                                                         |            | \$2,534.81 | \$0.00            | \$0.00 | \$121.04   | \$149.18   | \$34.90    | \$70.98    | \$51.49    | \$128.67   | \$1,978.55 |
| 2393 Hayes, Chastina J                                  | 07/24/2026 | 2,865.42   |                   | .00    | 230.32     | 166.21     | 38.87      | 77.61      | 46.04      | 318.76     | 1,987.61   |
|                                                         |            |            | .00               | .00    | 2,630.87   | 2,680.87   | 2,680.87   | 2,630.87   | 2,630.87   |            |            |
|                                                         |            | \$2,865.42 | \$0.00            | \$0.00 | \$230.32   | \$166.21   | \$38.87    | \$77.61    | \$46.04    | \$318.76   | \$1,987.61 |
|                                                         |            |            | \$0.00            | \$0.00 | \$2,630.87 | \$2,680.87 | \$2,680.87 | \$2,630.87 | \$2,630.87 |            |            |



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 07/24/26 - 07/24/26

Detail Listing

| Employee                                                | Check Date | Gross      | Imputed<br>Income | EIC    | Federal    | FICA       | Medicare   | State      | Other      | Deductions | Net Pay    |
|---------------------------------------------------------|------------|------------|-------------------|--------|------------|------------|------------|------------|------------|------------|------------|
| Department <b>HAND - Housing &amp; Neighborhood Dev</b> |            |            |                   |        |            |            |            |            |            |            |            |
| 3496 Hershman, Felicia J                                | 07/24/2026 | 2,078.70   |                   | .00    | 155.28     | 124.35     | 29.08      | 59.16      | 42.92      | 116.92     | 1,550.99   |
|                                                         |            |            | .00               | .00    | 2,005.52   | 2,005.52   | 2,005.52   | 2,005.52   | 2,005.52   |            |            |
|                                                         |            | \$2,078.70 |                   | \$0.00 | \$155.28   | \$124.35   | \$29.08    | \$59.16    | \$42.92    | \$116.92   | \$1,550.99 |
| 3183 Hyten LaFontaine, Stephanie L                      | 07/24/2026 | 3,920.42   | \$0.00            | \$0.00 | \$2,005.52 | \$2,005.52 | \$2,005.52 | \$2,005.52 | \$2,005.52 |            |            |
|                                                         |            |            | .00               | .00    | 455.45     | 240.13     | 56.16      | 95.72      | 69.44      | 637.27     | 2,366.25   |
|                                                         |            |            | .00               | .00    | 3,283.15   | 3,873.15   | 3,873.15   | 3,283.15   | 3,283.15   |            |            |
| 3306 Killion-Hanson, Anna                               | 07/24/2026 |            |                   | \$0.00 | \$3,283.15 | \$3,873.15 | \$3,873.15 | \$3,283.15 | \$3,283.15 |            |            |
|                                                         |            | 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   |            |            |
| 1516 Liford, Kenneth T                                  | 07/24/2026 |            |                   | \$0.00 | \$302.06   | \$282.45   | \$66.05    | \$134.39   | \$97.49    | \$236.36   | \$3,673.20 |
|                                                         |            | 2,865.42   |                   | .00    | 232.10     | 177.66     | 41.55      | 83.65      | 60.68      | 57.30      | 2,212.48   |
|                                                         |            |            | .00               | .00    | 2,835.42   | 2,865.42   | 2,865.42   | 2,835.42   | 2,835.42   |            |            |
| 2557 Radewan, Tonda L                                   | 07/24/2026 |            |                   | \$0.00 | \$2,835.42 | \$2,865.42 | \$2,865.42 | \$2,835.42 | \$2,835.42 |            |            |
|                                                         |            | 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   |            |            |
| 1378 Sandweiss, Noah S                                  | 07/24/2026 |            |                   | \$0.00 | \$157.05   | \$126.19   | \$29.51    | \$58.46    | \$42.41    | \$141.85   | \$1,606.65 |
|                                                         |            | 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   |            |            |
| 10000 Stong, Mary J<br>0471                             | 07/24/2026 |            |                   | \$0.00 | \$432.88   | \$197.20   | \$46.12    | \$92.69    | \$67.24    | \$381.23   | \$2,024.49 |
|                                                         |            | 2,865.42   |                   | .00    | \$3,180.58 | \$3,180.58 | \$3,180.58 | \$3,180.58 | \$3,180.58 |            |            |
|                                                         |            |            | .00               | .00    | 300.70     | 161.50     | 37.76      | 76.10      | 55.21      | 436.20     | 1,797.95   |
| 504 Swinney, Matthew P                                  | 07/24/2026 |            |                   | \$0.00 | \$300.70   | \$161.50   | \$37.76    | \$76.10    | \$55.21    | \$436.20   | \$1,797.95 |
|                                                         |            | 2,865.42   |                   | .00    | 2,579.77   | 2,604.77   | 2,604.77   | 2,579.77   | 2,579.77   |            |            |
|                                                         |            |            | .00               | .00    | 2,579.77   | 2,604.77   | 2,604.77   | 2,579.77   | 2,579.77   |            |            |
| 3781 Tamewitz, Steven W                                 | 07/24/2026 | 3,920.42   |                   | .00    | 669.76     | 243.74     | 57.01      | 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   |            |            |
|                                                         |            |            | .00               | .00    | \$669.76   | \$243.74   | \$57.01    | \$115.53   | \$83.81    | \$47.32    | \$2,703.25 |
|                                                         | 07/24/2026 |            |                   | \$0.00 | \$3,916.40 | \$3,931.40 | \$3,931.40 | \$3,916.40 | \$3,916.40 |            |            |
|                                                         |            | 2,865.42   |                   | .00    | 283.06     | 170.81     | 39.95      | 73.74      | 53.49      | 365.85     | 1,878.52   |
|                                                         |            |            | .00               | .00    | 2,499.57   | 2,754.96   | 2,754.96   | 2,499.57   | 2,499.57   |            |            |
|                                                         | 07/24/2026 |            |                   | \$0.00 | \$283.06   | \$170.81   | \$39.95    | \$73.74    | \$53.49    | \$365.85   | \$1,878.52 |
|                                                         |            | 2,865.42   |                   | .00    | 2,499.57   | 2,754.96   | 2,754.96   | 2,499.57   | 2,499.57   |            |            |
|                                                         |            |            | .00               | .00    | \$2,499.57 | \$2,754.96 | \$2,754.96 | \$2,499.57 | \$2,499.57 |            |            |



# Payroll Register - Bloomington Redevelopment Commission

Check Date Range 07/24/26 - 07/24/26

Detail Listing

| Employee                                                | Check Date | Gross       | Imputed<br>Income | EIC    | Federal     | FICA        | Medicare    | State       | Other       | Deductions | Net Pay     |
|---------------------------------------------------------|------------|-------------|-------------------|--------|-------------|-------------|-------------|-------------|-------------|------------|-------------|
| Department <b>HAND - Housing &amp; Neighborhood Dev</b> |            |             |                   |        |             |             |             |             |             |            |             |
| 2477 Toothman, Cody B                                   | 07/24/2026 | 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 | \$269.28    | \$232.10    | \$54.28     | \$109.30    | \$77.64     | \$186.13   | \$2,991.70  |
|                                                         |            |             | \$0.00            | \$0.00 | \$3,743.58  | \$3,743.58  | \$3,743.58  | \$3,743.58  | \$3,743.58  |            |             |
| 2305 Van Rooy, Angela L                                 | 07/24/2026 | 4,272.04    |                   | .00    | 496.18      | 245.35      | 57.38       | 109.37      | 79.34       | 640.65     | 2,643.77    |
|                                                         |            |             | .00               | .00    | 3,707.29    | 3,957.29    | 3,957.29    | 3,707.29    | 3,707.29    |            |             |
|                                                         |            | \$4,272.04  |                   | \$0.00 | \$496.18    | \$245.35    | \$57.38     | \$109.37    | \$79.34     | \$640.65   | \$2,643.77  |
|                                                         |            |             | \$0.00            | \$0.00 | \$3,707.29  | \$3,957.29  | \$3,957.29  | \$3,707.29  | \$3,707.29  |            |             |
| 728 Wright, Edward E                                    | 07/24/2026 | 2,162.12    |                   | .00    | 190.71      | 121.35      | 28.38       | 77.74       | 54.25       | 243.07     | 1,446.62    |
|                                                         |            |             | .00               | .00    | 1,957.19    | 1,957.19    | 1,957.19    | 1,957.19    | 1,957.19    |            |             |
|                                                         |            | \$2,162.12  |                   | \$0.00 | \$190.71    | \$121.35    | \$28.38     | \$77.74     | \$54.25     | \$243.07   | \$1,446.62  |
|                                                         |            |             | \$0.00            | \$0.00 | \$1,957.19  | \$1,957.19  | \$1,957.19  | \$1,957.19  | \$1,957.19  |            |             |
| <b>HAND - Housing &amp; Neighborhood Dev</b>            |            | \$64,561.55 |                   | \$0.00 | \$6,624.39  | \$3,838.60  | \$897.74    | \$1,795.15  | \$1,289.61  | \$5,114.53 | \$45,001.53 |
|                                                         |            |             | \$0.00            | \$0.00 | \$60,482.29 | \$61,912.68 | \$61,912.68 | \$60,482.29 | \$60,482.29 |            |             |
| Grand Totals                                            |            | \$64,561.55 |                   | \$0.00 | \$6,624.39  | \$3,838.60  | \$897.74    | \$1,795.15  | \$1,289.61  | \$5,114.53 | \$45,001.53 |
|                                                         |            |             | \$0.00            | \$0.00 | \$60,482.29 | \$61,912.68 | \$61,912.68 | \$60,482.29 | \$60,482.29 |            |             |

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

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

| Date:     | Type of Claim | FUND | Description | Bank Transfer | Amount           |
|-----------|---------------|------|-------------|---------------|------------------|
| 7/24/2026 | Payroll       |      |             |               | 64,561.55        |
|           |               |      |             |               | <u>64,561.55</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 \$ 64,561.55

**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 \_\_\_\_\_



## TIF Project Status

|                                  |                         |               |                 |    |                 |  |              |                           |
|----------------------------------|-------------------------|---------------|-----------------|----|-----------------|--|--------------|---------------------------|
|                                  |                         | Fund Balances |                 |    |                 |  |              |                           |
| Fund                             | Balance as of 6-15-2026 |               |                 |    |                 |  |              |                           |
| RDC (2519)                       | \$1,442,665             |               |                 |    |                 |  |              |                           |
| Consolidated TIF (4445)          | \$38,342,783            |               |                 |    |                 |  |              |                           |
| Prow TIF (4451)                  | \$833,626               |               |                 |    |                 |  |              |                           |
| Meridiam TIF (4445)              | \$0                     |               |                 |    |                 |  |              |                           |
| 2019 4th Street Bond Proceeds    | \$446,398               |               |                 |    |                 |  |              |                           |
| 2019 Trades Garage Bond Proceeds | \$16,179                |               |                 |    |                 |  |              |                           |
|                                  |                         |               |                 |    |                 |  |              |                           |
|                                  | 4th Street Garage       |               |                 |    |                 |  |              |                           |
| Resolution                       | Vendor                  |               | RDC Approved    |    | Expended        |  | Balance      | Fund                      |
| 26-39                            | Allied Engineering      |               | \$14,720.00     |    | \$0.00          |  | \$14,720.00  | 4th Street Bonds Proceeds |
|                                  |                         |               |                 |    |                 |  |              |                           |
| 4th Street Garage Totals         |                         |               |                 |    |                 |  |              |                           |
|                                  |                         |               |                 |    |                 |  |              |                           |
|                                  |                         |               |                 |    |                 |  |              |                           |
|                                  | Hopewell East           |               |                 |    |                 |  |              |                           |
| Resolution                       | Vendor                  |               | RDC Approved    |    | Expended        |  | Balance      | Fund                      |
| 22-45                            | Rundell Ernstberger     |               | \$1,174,740.00  |    | \$1,099,596.42  |  | \$75,143.58  | Consolidated TIF - 4445   |
| 23-42                            | Milestone               |               | \$13,373,284.90 |    | \$13,268,162.10 |  | \$105,122.80 | Consolidated TIF - 4445   |
| 24-55                            | Presidio                |               | \$49,174.00     |    | \$48,801.47     |  | \$372.53     | Consolidated TIF - 4445   |
| 24-67                            | Boonyama                |               | \$100,000.00    |    | \$80,000.00     |  | \$20,000.00  | Consolidated TIF - 4445   |
| 25-52                            | Standish Stone          |               | \$29,250.00     |    | \$28,700.00     |  | \$550.00     | Consolidated TIF - 4445   |
| 25-91<br>(amended by 26-44)      | Marshall Security       |               | \$243,840.48    |    | \$104,084.76    |  | \$139,755.72 | Consolidated TIF - 4445   |
| 25-101                           | Milestone               |               | \$51,627.54     |    | \$0.00          |  | \$51,627.54  | Consolidated TIF - 4445   |
| 25-117                           | Vet Environmental       |               | \$215,891.00    |    | \$206,059.60    |  | \$9,831.40   | Consolidated TIF - 4445   |
| 26-46                            | E&B Paving              |               | \$48,295.00     |    | \$0.00          |  | \$48,295.00  | Consolidated TIF - 4445   |
| Hopewell East Totals             |                         |               | \$15,286,102.92 |    | \$14,835,404.35 |  | \$450,698.57 |                           |
|                                  |                         |               |                 |    |                 |  |              |                           |
|                                  | Hopewell South          |               |                 |    |                 |  |              |                           |
| Resolution                       | Vendor                  |               | RDC Approved    |    | Expended        |  | Balance      | Fund                      |
| 25-85                            | Flintlock Lab           |               | \$300,000.00    |    | \$300,000.00    |  | \$0.00       | Consolidated TIF - 4445   |
| 25-130                           | Flintlock Lab           |               | \$145,500.00    |    | \$14,185.40     |  | \$131,314.60 | Consolidated TIF - 4445   |
| 26-05                            | Crossroad Engineers     |               | \$424,200.00    |    | \$56,180.00     |  | \$368,020.00 | Consolidated TIF - 4445   |
| 26-27                            | Crossroad Engineers     |               | \$39,000.00     |    | \$0.00          |  | \$39,000.00  | Consolidated TIF - 4445   |
| Hopewell South Totals -          |                         |               | \$908,700.00    |    | \$370,365.40    |  | \$538,334.60 |                           |
|                                  |                         |               |                 |    |                 |  |              |                           |
|                                  | Hopewell West           |               |                 |    |                 |  |              |                           |
| Resolution                       | Vendor                  | #             | RDC Approved    |    | Expended        |  | Balance      | Fund                      |
| 23-37                            | Crossroad Engineers     | \$            | 606,640.00      | \$ | 606,640.00      |  | \$0.00       | Consolidated TIF - 4445   |
| 24-53                            | Crossroad Engineers     | \$            | 187,500.00      | \$ | 110,252.74      |  | \$77,247.26  | Consolidated TIF - 4445   |
| 25-87                            | Crider & Crider         | \$            | 1,687,319.00    | \$ | 1,602,952.91    |  | \$84,366.09  | Consolidated TIF - 4445   |
| 25-82                            | CBU (Sewer Upgrade)     | \$            | 342,374.00      | \$ | -               |  | \$342,374.00 | Consolidated TIF - 4445   |
| 25-96                            | Vet Environmental       | \$            | 26,059.00       | \$ | 20,100.28       |  | \$5,958.72   | Consolidated TIF - 4445   |
| 25-106                           | Crider & Crider         | \$            | 153,445.00      | \$ | 145,772.46      |  | \$7,672.54   | Consolidated TIF - 4445   |
| 25-153                           | Crider & Crider         | \$            | 51,632.50       | \$ | 43,577.87       |  | \$8,054.63   | Consolidated TIF - 4445   |
|                                  | READI Reimbursement     | \$            | (1,800,000.00)  | \$ | (1,800,000.00)  |  | \$0.00       |                           |
| Hopewell West Totals             |                         | \$            | 1,254,969.50    |    | \$729,296.26    |  | \$525,673.24 |                           |
|                                  |                         |               |                 |    |                 |  |              |                           |
|                                  |                         |               |                 |    |                 |  |              |                           |

## TIF Project Status

|                                         |                                                | <b>714 S Rogers</b>               |                     |                     |                          |  |
|-----------------------------------------|------------------------------------------------|-----------------------------------|---------------------|---------------------|--------------------------|--|
| Resolution                              | Vendor                                         | RDC Approved                      | Expended            | Balance             | Fund                     |  |
| 25-43                                   | Multiple Vendors (due diligence for Police HQ) | \$50,000.00                       | \$20,188.45         | \$29,811.55         | RDC Funds (2519 account) |  |
| 25-116                                  | VET Environmental                              | \$50,000.00                       | \$45,325.42         | \$4,674.58          | RDC Funds (2519 account) |  |
| 25-131                                  | American Structurepoint                        | \$58,250.00                       | \$54,926.18         | \$3,323.82          | Consolidated TIF - 4445  |  |
| <b>714 S Rogers Totals</b>              |                                                | <b>\$158,250.00</b>               | <b>\$120,440.05</b> | <b>\$37,809.95</b>  |                          |  |
|                                         |                                                |                                   |                     |                     |                          |  |
|                                         |                                                | <b>Showers West Lease Buyout</b>  |                     |                     |                          |  |
| Resolution                              | Vendor                                         | RDC Approved                      | Expended            | Balance             | Fund                     |  |
| 25-119<br>(Showers West Buyout)         | Crash Research & Analysis                      | \$1,000.00                        | \$0.00              | \$1,000.00          | RDC Funds (2519)         |  |
| TBD                                     | BBOR                                           | \$0.00                            | \$0.00              | \$0.00              |                          |  |
| TBD                                     | Warrant Technologies                           | \$0.00                            | \$0.00              | \$0.00              |                          |  |
|                                         |                                                |                                   |                     |                     |                          |  |
|                                         |                                                | <b>1st Street Reconstruction</b>  |                     |                     |                          |  |
| Resolution                              | Vendor                                         | RDC Approved                      | Expended            | Balance             | Fund                     |  |
| 24-74                                   | VS Engineering                                 | \$214,697.04                      | \$0.00              | \$214,697.04        | Consolidated TIF - 4445  |  |
| 26-06                                   | Milestone                                      | \$89,484.36                       | \$0.00              | \$89,484.36         | Consolidated TIF - 4445  |  |
| <b>1st St. Reconstruction Total</b>     |                                                | <b>\$304,181.40</b>               | <b>\$0.00</b>       | <b>\$304,181.40</b> |                          |  |
|                                         |                                                |                                   |                     |                     |                          |  |
|                                         |                                                | <b>B-Line Extension</b>           |                     |                     |                          |  |
| Resolution                              | Vendor                                         | RDC Approved                      | Expended            | Balance             | Fund                     |  |
| 22-101                                  | TYPSA                                          | \$157,722.00                      | \$156,689.66        | \$1,032.34          | Consolidated TIF - 4445  |  |
| 24-34                                   | National Railroad Safety Services              | \$75,000.00                       | \$36,819.00         | \$38,181.00         | Consolidated TIF - 4445  |  |
| 25-50                                   | Crossroad Engineers                            | \$40,000.00                       | \$36,261.41         | \$3,738.59          | Consolidated TIF - 4445  |  |
| <b>B-Line Extension Total</b>           |                                                | <b>\$272,722.00</b>               | <b>\$229,770.07</b> | <b>\$42,951.93</b>  |                          |  |
|                                         |                                                |                                   |                     |                     |                          |  |
|                                         |                                                | <b>West 17th Street</b>           |                     |                     |                          |  |
| Resolution                              | Vendor                                         | RDC Approved                      | Expended            | Balance             | Fund                     |  |
| 22-18<br>(extended by 25-138)           | VS Engineering                                 | \$304,400.00                      | \$272,211.46        | \$32,188.54         | Consolidated TIF - 4445  |  |
| <b>17th Street - West Total</b>         |                                                | <b>\$304,400.00</b>               | <b>\$272,211.46</b> | <b>\$32,188.54</b>  |                          |  |
|                                         |                                                |                                   |                     |                     |                          |  |
|                                         |                                                | <b>College Square Development</b> |                     |                     |                          |  |
| Resolution                              | Vendor                                         | RDC Approved                      | Expended            | Balance             | Fund                     |  |
| 26-10                                   | Vet Environmental                              | \$14,159.79                       | \$2,730.34          | \$11,429.45         | Consolidated TIF - 4445  |  |
| 25-62                                   | Architectural Design                           | \$300,000.00                      | \$0.00              | \$300,000.00        |                          |  |
| <b>College Square Development Total</b> |                                                | <b>\$314,159.79</b>               | <b>\$2,730.34</b>   | <b>\$311,429.45</b> |                          |  |
|                                         |                                                |                                   |                     |                     |                          |  |
|                                         |                                                | <b>S Quadrant Design</b>          |                     |                     |                          |  |
| Resolution                              | Vendors                                        | RDC Approved                      | Expended            | Balance             | Fund                     |  |
| 25-127                                  | Earmark funds - Southwest Quadrant             | \$5,000,000.00                    | \$0.00              | \$5,000,000.00      |                          |  |
|                                         |                                                |                                   |                     |                     |                          |  |
|                                         |                                                | <b>Maintenance</b>                |                     |                     |                          |  |
| Resolution                              | Vendors                                        | RDC Approved                      | Expended            | Balance             | Fund                     |  |
| 26-02 (Maintenance)                     | Multiple Vendors                               | \$300,000.00                      | \$198,729.16        | \$101,270.84        | RDC - 2519               |  |
| 26-45 (Maintenance)                     | Multiple Vendors                               | \$50,000.00                       | \$0.00              | \$50,000.00         | RDC - 2519               |  |
|                                         |                                                |                                   |                     |                     |                          |  |

TIF Project Status

|                    |                  |                                                                                   |              |                                                                                   |             |                                                                                     |             |      |
|--------------------|------------------|-----------------------------------------------------------------------------------|--------------|-----------------------------------------------------------------------------------|-------------|-------------------------------------------------------------------------------------|-------------|------|
|                    | Appraisals       |                                                                                   |              |                                                                                   |             |                                                                                     |             |      |
| Resolution         | Vendors          |  | RDC Approved |  | Expended    |  | Balance     | Fund |
| 26-03 (Appraisals) | Multiple Vendors |                                                                                   | \$50,000.00  |                                                                                   | \$13,400.00 |                                                                                     | \$36,600.00 |      |
|                    |                  |                                                                                   |              |                                                                                   |             |                                                                                     |             |      |

**26-18 RESOLUTION OF THE  
BLOOMINGTON REDEVELOPMENT COMMISSION**

**DESIGNATING AND DECLARING  
A CERTAIN AREA AS AN ECONOMIC DEVELOPMENT AREA,  
(HOPEWELL SOUTH EDA)  
APPROVING AN ECONOMIC DEVELOPMENT PLAN FOR SAID AREA,  
ESTABLISHING A RESIDENTIAL HOUSING PROGRAM IN SAID AREA AND  
REGARDING RELATED MATTERS**

- WHEREAS, the City of Bloomington Redevelopment Commission (the “Commission”), the governing body of the City of Bloomington, Indiana, Department of Redevelopment (the “Department”) and the City of Bloomington Redevelopment District (the “District”) exists and operates under the provisions of Indiana Code of property, streets and alleys, and other features affecting the acquisition, clearance, replatting, replanning, rezoning, redevelopment or economic development of the Economic Development Area; and the parts of the Economic Development Area that are to be devoted to public ways, levees, sewerage, parks, playgrounds and other public purposes under the Plan (as defined herein);
- WHEREAS, the Commission has caused to be prepared estimates of the costs of the economic development projects as set forth in the Plan;
- WHEREAS, there has been presented to this meeting for consideration and approval of the Commission an economic development plan for the Economic Development Area entitled “Hopewell South Economic Development Plan (Including Residential Housing Development Program),” dated August 3, 2026 (the “Plan”), included herewith as Attachment 1;
- WHEREAS, the Plan and supporting data were reviewed and considered by the Commission at this meeting;
- WHEREAS, the Plan conforms to other development and redevelopment plans for the City;
- WHEREAS, Section 39 of the Act permits the creation of “allocation areas” to provide for the allocation and distribution of property taxes for the purposes and in the manner provided in said section;
- WHEREAS, Sections 41 and 43 of the Act permit the creation of “economic development areas” and provide that all of the rights, powers, privileges and immunities that may be exercised by this Commission in an area needing redevelopment or urban renewal area may be exercised in an economic development area, subject to the conditions set forth in the Act;
- WHEREAS, the Commission deems it advisable to apply the provisions of said Sections 39, 41, and 43 of the Act to the Plan and the financing of the Plan;

WHEREAS, Section 53 of the Act permits the establishment, as a component of the Plan, of a “residential housing development program” by resolution for the construction of new residential housing or the renovation of existing residential housing in the manner provided in said section;

WHEREAS, the Commission desires to establish, as a component of the Plan, a residential housing development program (the “Program”) in the Economic Development Area; and,

WHEREAS, prior to this meeting, the Department (i) consulted with persons interested in or affected by the Program; (ii) provided the affected neighborhood associations, if any, residents, and township assessors with an adequate opportunity to participate in an advisory role in planning, implementing, and evaluating the proposed program; and (iii) held a public meeting to obtain the views of neighborhood associations, if any, and residents, and provided notice thereof at least thirty (30) days prior thereto to the fiscal officers of all affected taxing units and to the superintendents and governing body presidents of all school corporations located within the proposed Economic Development Area;

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

1. The Plan for the Economic Development Area promotes significant opportunities for the gainful employment of the citizens of the City, will assist in attracting major new business enterprises to the City, may result in the retention or expansion of significant business enterprises existing in the City, and meets other purposes of Sections 2.5, 41 and 43 of the Act, including without limitation, benefiting the public health, safety and welfare, increasing the economic well-being of the City and the State of Indiana (the “State”), and serving to protect and increase property values in the City and the State.

2. The Plan for the Economic Development Area cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Sections 2.5, 41 and 43 of the Act because of lack of local public improvements, existence of improvements or conditions that lower the value of the land below that of nearby land, or other similar conditions, including without limitation the cost of the projects contemplated by the Plan and the necessity for requiring the proper use of land so as to best serve the interests of the City and its citizens.

3. The Commission hereby finds and determines that the public health and welfare will be benefited by accomplishment of the Plan with respect to the Economic Development Area.

4. The accomplishment of the Plan for the Economic Development Area will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base and other similar public benefits.

5. The Commission hereby finds that the Declaratory Resolution and the Plan conform to the comprehensive plan for the City.

6. In support of the findings and determinations set forth in Sections 1 through 5 above, the Commission hereby adopts the specific findings set forth in the Plan.

7. The Department does not currently propose to acquire any real estate in the Economic Development Area. If, in the future, the Department proposes to acquire interests in real property in the Economic Development Area, the required procedures for amending the Plan under the Act will be followed, including notice by publication and to the affected property owners and a public hearing.

8. The Commission finds that no residents of the Economic Development Area will be displaced by any project resulting from the Plan, and therefore finds that it does not need to give consideration to transitional and permanent provisions for adequate housing for the residents.

9. The Plan is hereby in all respects approved, and the Secretary of the Commission is hereby directed to file a certified copy of the Plan with the minutes of this meeting.

10. The Economic Development Area is hereby designated as an “economic development area” under Section 41 of the Act.

11. The Commission hereby establishes the Program in the Economic Development Area as a component of the Plan.

12. The Commission hereby finds and determines that the public health and welfare will be benefited by the accomplishment of the Program, and the accomplishment of the Program will be of public utility and benefit as measured by: (i) the provision of adequate residential housing; (ii) an increase in the property tax base; or (iii) similar benefits.

13. The Commission approves the Program as part of the Plan for the Economic Development Area. The Program shall expire on the date that is twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues from the Program.

14. The area as described on Exhibit A is hereby designated as the “Hopewell South Allocation Area” (the “Allocation Area”). The Allocation Area is hereby designated as an allocation area pursuant to Section 39 as the same is modified by Section 56 of the Act for purposes of the allocation and distribution of property taxes on real property for the purposes and in the manner provided by said Sections. Based on an examination of the Allocation Area and information provided to the Commission, the Commission hereby specifically finds that the adoption of the allocation provision as provided herein will result in new property taxes in the Allocation Area that would not have been generated but for the adoption of the allocation provision. Any property taxes subsequently levied by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in the Allocation Area shall be allocated and distributed as follows:

Except as otherwise provided in said Sections 39 and 56, the proceeds of taxes attributable to the lesser of the assessed value of the property located in the Allocation Area for the assessment date with respect to which the allocation and distribution is made, or the base assessed value, shall be allocated to and when collected paid into the funds of the respective taxing units. Except as otherwise provided in said Sections 39 and 56, property tax proceeds in excess of those described in the previous sentence for the Allocation Area shall be allocated to the District and when collected paid into the Hopewell South Allocation Fund (the “Allocation Fund”) that may be used by the District to do one or more of the things specified in Section 56(c) of the Act, as the same may be amended from time to time, and for such other purposes as may be permitted by law. Amounts deposited into the Allocation Fund may not be used for operating expenses of the Commission. The base assessment date for the Allocation Area shall be January 1,

2026. This allocation provision shall expire on the date that is twenty-five (25) years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues from the Program.

15. Except as otherwise provided in the Act, before June 15 of each year, the Commission shall take the actions set forth in Section 39(b)(4) as the same is modified by Section 56(d) of the Act with respect to the Allocation Area.

16. The Secretary of the Commission is directed to file a certified copy of the Plan and this Resolution with the minutes of this meeting.

17. The officers of the Commission are hereby directed to make any and all required filings and recordings with the Indiana Department of Local Government Finance, the Monroe County Auditor and the Monroe County Recorder in connection with the actions of the Commission contained in this Resolution regarding the Allocation Area and the establishment of the Program.

18. The provisions of this Resolution shall be subject in all respects to the Act and any amendments thereto.

19. This Resolution, together with supporting data, shall be submitted to the City of Bloomington Plan Commission and the Common Council of the City, as provided by Sections 16 and 53(b) of the Act, for the approval of this Resolution, the Plan and the establishment of the Program, and if approved by the City of Bloomington Advisory Plan Commission and the Common Council of the City, this Resolution and the Plan shall be submitted to public hearing and remonstrance as proved by Section 17 of the Act, after public notice in accordance with Sections 17 and 17.5 of the Act and Indiana Code 5-3-1 and after all required filings with governmental agencies and officers have been made pursuant to Section 17(b) of the Act.

20. This Resolution shall be in full force and effect from and after its adoption by the Commission.

ADOPTED this 3<sup>rd</sup> day of August, 2026.

## BLOOMINGTON REDEVELOPMENT COMMISSION

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President

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Vice President

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Secretary

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Member

---

Member



**Attachment 1**

**HOPEWELL SOUTH ECONOMIC DEVELOPMENT PLAN  
(INCLUDING RESIDENTIAL HOUSING DEVELOPMENT PROGRAM)**

**BLOOMINGTON REDEVELOPMENT COMMISSION**  
**HOPEWELL SOUTH ECONOMIC DEVELOPMENT PLAN**  
**(INCLUDING RESIDENTIAL HOUSING DEVELOPMENT PROGRAM)**

**Dated: August 3, 2026**

**Purpose and Introduction**

The City of Bloomington Redevelopment Commission (the “Redevelopment Commission”) proposes to designate and declare an economic development area within the City of Bloomington, Indiana (the “City”), to be known as the “Hopewell South Economic Development Area” (the “Area”). This is the plan for the Area (the “Plan”). This Plan may be amended as provided in the Plan and Indiana Code (IC) §36-7-14, as amended from time to time (the “Act”).

The Plan must be approved by the City's Redevelopment Commission, the Plan Commission, and the Common Council pursuant to state law (IC § 36-7-14-15 and IC § 36-7-14-16). Upon approval, the Redevelopment Commission will hold a public hearing, pursuant to state law (IC § 36-7-14-17), before confirming (or modifying and confirming) the designation of the Area and the approval of the Plan.

**Project Objectives**

The purposes of the Plan are to benefit the public health, safety, morals and welfare of the citizens of the City; increase the economic well-being of the City and the State of Indiana; and serve to protect and increase property values in the City and the State of Indiana. The Plan is designed to provide for local public improvements in or serving the Area and to promote significant opportunities for the residential development, in order to attract and retain permanent jobs, promote a variety of residential housing types, increase the number of students within the associated school districts, and increase the property tax base.

This area is under significant development pressure, but lacks the necessary infrastructure and means to provide the infrastructure in order to attract the private investment needed to spur residential growth within the area. The Plan will focus on utilizing the various tools permitted by the statutes governing the residential economic development area. These tools include the ability to acquire property for development, construct infrastructure improvements, and implement public/private partnerships in order to develop housing opportunities. The following plan will allocate resources to accomplish the goals established within the plan.

**Description of Area**

The Hopewell South Economic Development Area consists of approximately 6.3 acres of land, that has been rezoned to a planned unit development (PUD). The Area is located in the

southwestern portion of Bloomington, Indiana. The Area is generally described in Attachment 1, which is attached hereto and made a part of the Plan by this reference.

### **Estimate of Cost and Description of Projects**

The City of Bloomington Redevelopment Commission is establishing the Hopewell South Economic Development Area (the “Area”) in order to increase the development of housing opportunities within the City and the Hopewell Area. The City is a community with increasing housing demands and has shortages in available housing options. In order to create tools that will be available to implement those strategies in the future, the Redevelopment Commission is targeting economic development areas that will accommodate housing developments, including the following.

1. The construction of 98 +/- units within the Area. The development will require the installation, construction and/or repair of related infrastructure consisting of, but not limited to, streets, lanes, storm water ways, sanitary sewer lines, water lines, sidewalks, and underground electric and gas lines. It is estimated that the development will create over \$22,000,000 in new assessed value.
2. It is estimated that the cost of the installation, construction and/or repair of infrastructure improvements serving or benefitting the Area will be \$7,000,000 - \$10,000,000. However, this is just an estimated cost range. As specific infrastructure projects are identified and cost estimates are refined, this Plan may be updated.
3. Timeline: 6 to 8 years

Currently there are no other major residential projects contemplated within the Area as determined by the Redevelopment Commission.

While the project above represents a significant amount of infrastructure improvements within the Area, it is not intended to represent a complete list of projects and may be updated from time to time as future developments are proposed. All of the projects proposed is expected to foster additional economic growth within the Area. The projects contemplated by this Plan (collectively, the “Project”) consists of the design, acquisition, construction and installation of public infrastructure, the costs of which are roughly estimated based on current market conditions and are expected to foster additional economic growth in the Area.

### **Permissible Projects**

The Hopewell South Neighborhood Allocation Area (the “Allocation Area”) is delineated on Attachment 1. Allocation Area Tax increment revenues from the Allocation Area, to be created in conjunction with the creation of the Area, or other sources of funds available to the Redevelopment Commission, may be used for the purposes permitted in Sections 53-56 of the Act, as may be amended from time to time. Specifically, tax increment revenues from the

Allocation Area or other sources of funds available to the Redevelopment Commission may be used to finance the cost of infrastructure improvements in or serving the Allocation Area (as well as demolition, in, serving or benefiting the Allocation Area), including without limitation, (1) transportation enhancement projects including, without limitation, curbs, gutters, shoulders, street paving and construction, bridge improvements, sidewalk and multiuse pathway improvements, street lighting, traffic signals, and site improvements including landscape buffers; (2) utility infrastructure projects including, without limitation, utility relocation, water lines, water wells, water towers, waste water lines, storm water lines, retention ponds, ditches, and storm water basin improvements; and, (3) public park improvements and recreational equipment. Although the precise nature of infrastructure that may be necessary from time to time to attract and retain prospective redevelopment and economic development opportunities in the Allocation Area cannot be predicted with certainty, the availability of adequate infrastructure is of fundamental importance in attracting and retaining such opportunities in the Allocation Area.

Tax increment revenues from the Allocation Area or other sources of funds available to the Redevelopment Commission may also be used to offset payments by developers on promissory notes in connection with economic development revenue bond financings undertaken by the unit, or to pay principal or interest on economic development revenue bonds issued by the unit to provide incentives to developers, in furtherance of the economic development or redevelopment purposes of the Allocation Area. The provision of incentives by the application of tax increment revenues to offset developer promissory notes that secure economic development revenue bonds, or to pay principal or interest on economic development revenue bonds issued by the unit to provide incentives to developers, in furtherance of the economic development or redevelopment purposes of the Allocation Area, has become an established financing tool and an increasingly common form of incentive for attracting economic development and redevelopment.

The acquisition or construction of projects to enhance the cultural attractiveness of the entire unit, including the Area.

Acquisition or construction of projects (including the acquisition of vehicles and equipment) to enhance the public safety of the entire unit, including the Area.

### **Acquisition List**

This Plan does not currently contemplate any property acquisition as the Redevelopment Commission owns all of the real estate within the Area.

### **Disposal of Property**

If the Redevelopment Commission were to acquire real property, the Redevelopment Commission may dispose of it by sale or lease to the public pursuant to procedures set forth in Section 22 of the Act.

## Statutory Findings of Fact

A. The Plan for the Area meets the following required findings under Sections 41(b) and 55(b) of the Act, as evidenced by the following findings of fact:

1. The Plan for the Area promotes significant opportunities for the gainful employment of the citizens of the City, attracts new business enterprise to the City, retains or expands a business enterprise existing in the City, or meets other purposes of Sections 2.5, 41 and 43 of the Act.

The Plan will improve the City's infrastructure and aesthetics and foster additional economic development in and serving the Area. In addition, the Plan will provide and improve existing infrastructure that is required to attract new residential housing development in the Area and thereby foster additional commercial and retail development in and serving the Area. These new business enterprises will provide opportunities for employment for the citizens of the City, and increasing the diversity and number of residential housing options in the City will help drive new commercial and retail development.

2. The Plan for the Area cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Sections 2.5, 41, 43, and 53 of the Act due to a lack of local public improvements.

The Area and adjacent territory is limited in the scope of residential housing developments that it can support due to the present capacity, condition and structure of its existing infrastructure and other local public improvements. To provide additional housing options and diversify the types of housing available within the City, which in turn will help retain, expand and attract businesses that will provide gainful employment opportunity within the City, the City must improve the existing infrastructure in and near the Area. Implementation of the Plan is necessary because local public improvements are greatly needed and lack thereof is resulting in decreased property values in the City. The Commission's contribution of the Projects will pave the way for future growth and development in and serving the Area. The implementation of the Plan will also provide greater accessibility and walkability for residents and commercial entities in the Area.

3. The public health and welfare will be benefited by accomplishment of the Plan for the Area.

The implementation of the Plan will benefit the public health and welfare for the citizens of the City as measured by providing additional housing options in the City as well encouraging additional commercial and retail growth and greater public outdoor space and parking. Increasing the number and diversity of the City's residential housing options will help support and accommodate the needs that will result from the expansion or addition of significant business enterprises and the overall increased demands on the City's infrastructure as a result of the anticipated economic expansion related to the addition of new business enterprises in the City. In addition, the general welfare of the citizens of the City is inextricably related to the economic opportunities available to

them. The Projects will accommodate additional business activity within the Area and surrounding territory, thus attracting new business enterprises and promoting significant employment opportunities for residents of the City.

4. The accomplishment of the Plan for the Area will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, and other similar public benefits.

The Projects contemplated by the Plan will be of public utility and benefit by putting in place infrastructure and/or other incentives to support quality of place and future development, thereby retaining or creating new jobs, maintaining the property tax base and allowing for further economic development and improved diversity of the economic base of the City.

5. The Plan for the Area conforms to other development and redevelopment plans for the City.

The Plan is intended to facilitate an increase in the number and diversity of the City's residential housing units which will support the retainage of and increase in the number of jobs within the City. The Plan conforms with the intended plan of development for the Area as prescribed by the Plan Commission. The Plan does not provide for any change in use of the property in the Area, but rather better utilization of the Area for the purposes currently contemplated by the intended plan of development for the City.

6. The accomplishment of the purposes of the Residential Housing Program will be of public utility and benefit as measured by: (A) the provision of adequate housing; (B) an increase in the property tax base; or (C) other similar public benefits.

The establishment of the Program will allow the Commission to incentive development of an additional single-family housing developments within the Area. The result of such new investment will increase assessed valuation in the City and provide greater housing opportunities for current and future residents in the City.

- B. The Plan for the Area addresses the statutory requirements under Section 39(b) of the Act, as follows:

The adoption of the respective allocation provisions for the Allocation Area will result in new property taxes in the Area that would not have been generated but for the adoption of such allocation provisions. After studying the Allocation Area and discussing the multiple proposed housing developments with the proposed developers within the respective Allocation Area and with various stakeholders, the Commission finds that the ability to attract new housing developments in the respective Allocation Area would not occur but for the availability of tax increment revenues to finance the Projects as contemplated by this Plan. The Commission has determined that the full development of the Allocation Area will not proceed, or will not proceed along the scope and timetable as planned, without the contribution of tax increment revenues to be derived from the respective Allocation Area to the respective Projects described above, due to the lack of adequate infrastructure and other

local public improvements in or serving the Area. The Commission does not have any other method of financing the costs of the Projects, absent issuing bonds payable from a special benefits tax to be levied upon all taxable property within the District, without the prospect of replacing the source with tax increment revenues from developments within the Allocation Area. The Commission hereby finds that designating the Allocation Area as an allocation area will allow for the capture of additional tax increment revenues that will be available to the Commission to finance infrastructure and other improvements located in or serving or benefitting the Area, thereby facilitating additional investment in the Area that would otherwise not occur.

### **Amendment of Plan**

This Plan may be amended by following the procedures described in Section 17.5 of the Act.

**Exhibit A**  
**Map of the Hopewell South Economic Development Area and Allocation Area**



HOPEWELL SOUTH SITE PLAN



**26-23**  
**RESOLUTION OF THE**  
**BLOOMINGTON REDEVELOPMENT COMMISSION**

**APPROVAL OF AGREEMENT FOR**  
**PARKING SPACE AT THE**  
**TRADES DISTRICT GARAGE WITH**  
**ALLUINN IU TRADES DISTRICT HOTEL LLC**

- WHEREAS, the City of Bloomington Redevelopment Commission (“RDC”) owns property within the 65-acre Bloomington Certified Technology Park known as the Trades District;
- WHEREAS, as part thereof, the RDC owns the Trades District Parking Garage located on the southeast corner of Tenth Street and Rogers Street;
- WHEREAS, the construction of the Trades District Parking Garage was paid from bonds and the purpose was to serve the City of Bloomington’s certified technology park, known as the Trades District;
- WHEREAS, on June 16, 2015, the RDC approved Resolution 15-32, approving a Project Review and Approval Form regarding the statutory requirements and other administrative steps needed in order to transfer RDC-owned properties within the Trades District to new owners;
- WHEREAS, in 2018, work was completed on infrastructure improvements and the renovation of the Dimension Mill to further the redevelopment the Trades District;
- WHEREAS, the RDC authorized a notice of offering for the Trades District parcels in Resolution 23-47 pursuant to Indiana Code § 36-7-14-22;
- WHEREAS, the RDC, in Resolution 24-40, approved a letter of intent with Alluinn IU & Pure Development, Inc.;
- WHEREAS, by Resolution 24-78 the RDC entered a Real Estate Conveyance and Project Agreement with Alluinn IU Trades District Hotel LLC, an Illinois limited liability company (“Alluinn IU”) & Pure Development, Inc. on December 1, 2024. However, said agreement expired on its stated terms as Term and Condition 2 required closing to be within thirty (30) days of the end of the Feasibility Period and the closing did not take place;
- WHEREAS, by Resolution 25-83 the RDC executed an agreement to purchase on June 6, 2025, with only Alluinn IU;

WHEREAS, Alluinn IU completed said purchase of real estate north of the Trades District Parking Garage, across Tenth Street from the RDC in March of 2026, for the purpose of constructing a Trades District hotel (“Hotel”) that would serve the Trades District and the larger community;

WHEREAS, for said transaction, the Real Estate Conveyance and Project Agreement, Terms and Conditions, 3.B.vi. reads as follows:

**Parking.** The Developer (Alluinn IU) may secure necessary parking for the number of rooms planned in the Hotel development within the Trades District Garage by purchasing individual monthly passes at market rate prices. The Developer may secure these individual permits at market rates within the Trades District Garage through the City's Parking Services Department. The RDC shall not enter into any restrictive agreement for parking within the Trades District Parking Garage as long as there are outstanding tax-exempt, public revenue bonds on the garage;

WHEREAS, the purpose of this Resolution is to effectuate the said Parking term and condition of the Real Estate Conveyance and Project Agreement by approving the execution the Agreement for Parking Space at the Trades District Garage, Attachment A; and,

WHEREAS, the RDC believes said agreement to be in the best interests of the Trades District and the greater Bloomington area.

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

1. The Bloomington Redevelopment Commission acknowledges that the purpose of this agreement is to effectuate the said Parking term and condition of the Real Estate Conveyance and Project Agreement.
2. This approval shall not be interpreted as satisfaction of any of the other required terms of the agreement.
3. The Bloomington Redevelopment Commission delegates authority to City Staff to perform any and all necessary actions to effectuate the purposes of this Resolution.

BLOOMINGTON REDEVELOPMENT COMMISSION

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Deborah Myerson, President

ATTEST:

\_\_\_\_\_  
John West, Secretary

\_\_\_\_\_  
Date

## **Attachment A**

## **AGREEMENT FOR PARKING SPACE AT THE TRADES DISTRICT GARAGE**

This Agreement for Parking Space at the Trades District Garage (“Agreement”) is entered into by and between the City of Bloomington Redevelopment Commission (“RDC”) and Alluinn IU Trades District Hotel LLC, an Illinois limited liability company (“Alluinn IU”).

### **RECITALS**

**WHEREAS,** The RDC owns the Trades District Parking Garage located on the southeast corner of Tenth Street and Rogers Street;

**WHEREAS,** the construction of the Trades District Parking Garage was paid from bonds and the purpose was to serve the City of Bloomington’s certified technology park, known as the Trades District;

**WHEREAS,** Alluinn IU purchased real estate north of the Trades District Parking Garage, across Tenth Street from the RDC in March of 2026, for the purpose of constructing a Trades District hotel (“Hotel”) that would serve the Trades District and the larger community;

**WHEREAS,** for said transaction, the Real Estate Conveyance and Project Agreement, Terms and Conditions, 3.B.vi. reads as follows:

**Parking.** The Developer (Alluinn IU) may secure necessary parking for the number of rooms planned in the Hotel development within the Trades District Garage by purchasing individual monthly passes at market rate prices. The Developer may secure these individual permits at market rates within the Trades District Garage through the City's Parking Services Department. The RDC shall not enter into any restrictive agreement for parking within the Trades District Parking Garage as long as there are outstanding tax-exempt, public revenue bonds on the garage; and,

**WHEREAS,** the purpose of this agreement is to effectuate the said Parking term and condition of the Real Estate Conveyance and Project Agreement.

**NOW, THEREFORE,** in consideration of the mutual representations, benefits and covenants contained in this Agreement, the RDC and Alluinn IU covenant and agree as follows:

### **TERMS AND CONDITIONS**

## Attachment A

- A. Trades District Parking Garage Parking Space Commitment.** The RDC commits to secure up to 170 parking spaces within the Trades District Parking Garage under the terms and conditions detailed herein. Additional spaces may be made available on peak weekends as supply allows
- B. Term.** The term of this Agreement shall be for an original term of Ten (10) Years from the date the Hotel becomes first open to the public, such date shall be conveyed by Alluinn IU to the RDC. Said ten-year term will begin no later than two (2) years from the date this Agreement is executed whether or not the Hotel is open to the public. The term of this Agreement will renew automatically in five-year increments unless Alluinn IU provides notice of termination thirty (30) days prior to the expiration of a term.
- C. Limitation on Use of the Parking Spaces.** The Trades District Parking Garage parking spaces stated herein shall only be made available to employees and guests of the hotel, meeting space, and/or restaurant at the Hotel.
- D. Limitation on Transfer of the Parking Spaces.** The 170 Trades District Parking Garage parking spaces shall only serve the Hotel and may not be transferred to any other location.
- E. Cost/Fees of Parking Spaces.** The costs of the parking spaces will be based on the current rates as established by City Ordinance as of the time Alluinn IU begins utilizing parking at the Trades District Parking Garage for the benefit of Hotel guests. All costs/fees will be invoiced monthly on the following basis: the exit garage total is multiplied by 170 and then divided by the number of days in the month. The City of Bloomington, Department of Public Works, Division of Parking Services, or such other entity, will administer the billing arrangements. In the event, by City Ordinance, the Trades District Garage rates are increased more than the average of other City parking garages by more than ten percent (10%), then the RDC shall provide parking fee assistance for the amount over the said 10% for a period of five (5) years with said parking fee assistance decreasing by twenty percent (20%) each year. As an example, if by City Ordinance the average of other City public parking garage fees were increased by \$1.00 and the Trades District Parking Garage fee was increased by \$1.60, in Year 1, the RDC would provide \$0.50 parking fee assistance, Year 2 the RDC would provide \$0.40 parking assistance, Year 3 the RDC would provide \$0.30 parking assistance, Year 4 the RDC would provide \$0.20 parking assistance, Year 5 the RDC would provide \$0.10 parking assistance, and no further parking assistance would be provided thereafter.
- F. Additional Cost/Fees of Parking Spaces.** Alluinn IU shall pay all costs and fees of any licensing fees, software, hardware, key cards, signage, directional aids, or any other costs associated with Alluinn IU's customers utilizing parking spaces in the Trades District Parking Garage in order to integrate with Alluinn IU's property management system..
- G. Profit from Parking Spaces.** Hotel Operator agrees that parking rates charged to hotel users shall be commercially reasonable and non-discriminatory. Rates shall be consistent with those charged by comparable hotel parking facilities in Bloomington for similar services, time periods, and demand conditions. Operator may offer valet parking services and set valet

## Attachment A

rates at levels reasonably necessary to cover the direct and indirect **costs** of providing such services, including but not limited to labor, insurance, equipment, technology, and operational overhead.

- H. Technology to Access Parking Spaces.** The technology used to access parking spaces at the Trades District Parking Garage may change from time to time and Alluinn IU shall be responsible for any costs to update the Hotel's portion of the technology system modification, whether it be licensing, software, hardware, etc., and Alluinn IU will be provided at least a One Hundred Twenty (120) Day notice before any costs would be due and payable.
- I. Early Termination.** In the event that the Trades District Parking Garage is damaged or destroyed in a manner that makes this Agreement reasonably impractical, the RDC may, at its own discretion, terminate this Agreement if such restoration cannot be completed within a one (1) year period. In this event, RDC shall provide replacement spaces at a separate location on similar economics for use by Hotel, acceptable to the Hotel, which Hotel acceptance shall not be unreasonably withheld.
- J. Limit of Liability and Hold Harmless.** This Agreement limits the RDC's liability to any users of the Trades District Parking Garage to that which would already be owed to those utilizing the parking garage and not allowed usage due to this Agreement. Alluinn IU agrees to hold the RDC harmless for any liability that may occur at the Trades District Parking Garage that is a result of Alluinn IU's intentional acts or gross negligence.
- K. Default.** In the event of a breach hereof or default hereunder by a party, or if any representation or warranty made herein is untrue or breached, then the non-breaching may avail itself of any and all remedies at law or in equity.
- L. Notices.** All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally or on the date of mailing, sent by registered or certified mail, return receipt requested, in each case, addressed appropriately as follows:

If to Alluinn IU: Alluinn IU Trades District Hotel LLC  
Attn: Charles Whittaker  
456 West Frontage Road, Suite 103  
Northfield, Illinois 60093

If to RDC: City of Bloomington Redevelopment Commission  
Attn: Margie Rice, Corporation Counsel  
City of Bloomington Legal Department  
401 North Morton Street, Suite 220  
Bloomington, Indiana 47404

Either party may change its address for purposes of this Paragraph by giving the other party written notice of the new address in the manner set forth above.



## Attachment A

- M. Assignment.** Alluinn IU, their successors and assigns, may assign this Agreement without cost (other than legal fees if any) with RDC approval, which must be in writing, and the RDC shall not unreasonably withhold, condition or delay its approval.
- N. Severability.** In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- O. Binding on Successors.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.
- P. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties intend that electronically imaged signatures such as DocuSign shall constitute original signatures and are binding on all parties.
- Q. Modification.** This Agreement may not be changed or modified except by an agreement in writing signed by the parties hereto.
- R. Waiver.** No failure on the part of either party to exercise any power or right given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof; provided, however, that either party may, at its sole option, waive in writing any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other terms or provisions of this Agreement. No delay on the part of either party in the exercise of any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any power or right. All rights and remedies existing under this Agreement shall be cumulative and shall be in addition to those otherwise provided by law.
- S. Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior discussions, letters of intent, agreements, writings and representations between the RDC and the Developer with respect to the Real Estate and the transaction contemplated herein.
- T. Governing Law.** This Agreement shall be governed by the laws of the State of Indiana and venue shall be within Monroe County.

**IN WITNESS WHEREOF,** the RDC and Alluinn IU have executed this Agreement as of the dates set forth below.

Attachment A

**CITY OF BLOOMINGTON  
REDEVELOPMENT COMMISSION**

**ALLUINN IU TRADES DISTRICT  
HOTEL, LLC**

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

By: \_\_\_\_\_  
Charles Whittaker

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

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

ATTEST:

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

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

**RESOLUTION OF THE REDEVELOPMENT  
COMMISSION OF THE  
CITY OF BLOOMINGTON, INDIANA  
APPROVAL OF FIRST AMENDMENT TO 2025 CDBG PHYSICAL IMPROVEMENT GRANT  
AGREEMENT WITH LIFEDESIGN, INC.**

**WHEREAS**, on December 22, 2025, by Resolution 25-71, the Bloomington Redevelopment Commission ("RDC") approved a Community Development Block Grant ("CDBG") Physical Improvement Grant Agreement with LifeDesigns, Inc., for a kitchen remodel at 1826 Covey Lane;

**WHEREAS**, new federal guidelines with limited guidance significantly delayed the project;

**WHEREAS**, all parties agree to set a new not to exceed amount of TWENTY TWO THOUSAND DOLLARS (\$22,000.00), by adding THREE THOUSAND TWENTY FIVE AND 71/100 (\$3,025.71) to the original award of EIGHTEEN THOUSAND NINE HUNDRED SEVENTY FOUR AND 29/100; and

**WHEREAS**, funds are available for this project through the 2025 Community Development Block Grant (CFDA # 14.218) under Grant No. B-25-MC-18-0013 for physical improvements; 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 Improvement 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 2025 CDBG Physical Improvement Grant Agreement, included herein as **Attachment A**, to increase the not to exceed amount to \$22,000.00.
2. The RDC authorizes City Staff to execute any and all documentation and conduct any and all actions necessary to effectuate the purposes of this Resolution.
3. All additional provisions of the Agreement not modified herein remain in full force and effect.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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

ATTEST:

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

\_\_\_\_\_  
Date

**First Amendment  
To 2025 CDBG Physical Improvement Grant Agreement  
Between  
Housing And Neighborhood Development Department  
And  
LIFEDESIGNS, INC**

This First Amendment to the 2025 Community Development Block Grant Agreement between the City of Bloomington Housing and Neighborhood Development Department (the "City") and **LifeDesigns, Inc**, (herein called the "Subrecipient") (collectively referred to as the "Parties") is executed on this \_\_\_\_\_ day of August, 2026.

**WHEREAS**, the Parties, on December 22, 2025, by RDC Resolution 25-71, entered into that certain 2025 CDBG Physical Improvement Grant Agreement, attached hereto as **Exhibit A**;

**WHEREAS**, the Parties recognize that additional funding is needed to complete the planned work and increase the funding amount by \$3,025.71 for a new total funding amount of \$22,000.00;

**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 III, 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 ~~EIGHTEEN THOUSAND NINE HUNDRED SEVENTY FOUR DOLLARS AND TWENTY NINE CENTS (18,974.29)~~ TWENTY TWO THOUSAND DOLLARS AND 00/100 (\$22,000.00).”

2. All other terms, provisions, conditions, recitals, and obligations of the Agreement between the Housing and Neighborhood Development Department of Bloomington and the LifeDesigns INC 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 2025 CDBG Physical Improvement Agreement to be executed the day and year first written below.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

ATTEST:

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

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

**LIFEDESIGNS INC:**

By: \_\_\_\_\_  
Cindy Fleetwood, Director

By: \_\_\_\_\_  
Board Chairperson

**PHYSICAL IMPROVEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
LIFEDESIGNS, INC.  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this 22nd day of December, 2025 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and **LifeDesigns, Inc.** a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 200 E. Winslow Road, Bloomington, IN, 47401, (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 # B25MC180013 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 2025 Community Development Block Grant (CDBG) funds to install new kitchen cabinets and countertops and any supporting components necessary to complete the project at 1826 S Covey Lane, Bloomington, IN, 47401. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance with CDBG Subrecipient Procurement Procedures.
- b. Begin the project within 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 the 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 31, 2026**, 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 31, 2026** 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 **EIGHTEEN THOUSAND NINE HUNDRED SEVENTY FOUR AND 29/100 DOLLARS (\$18,974.29)**. 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:                                                                                                                                                                                              | Subrecipient:                                                                                                                                                                                             |
| Matthew Swinney, Program Manager<br>Housing and Neighborhood Development<br>City of Bloomington<br>P.O. Box 100<br>Bloomington, IN 47402<br>Email: swinneym@bloomington.in.gov<br>Tel: (812) 349-3401 | Cindy Fleetwood, Director of Facilities<br>LifeDesigns/DSI Services<br>200 E. Winslow<br>Bloomington, IN 47401<br>Contact Name: Cindy Fleetwood<br>Email: cfleetwood@dsiserves.org<br>Tel: (812) 961-8621 |

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;
  - i. Submit performance measurements as required by HUD; and
  - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
- ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided. Such information shall be made available to Grantee monitors or their designees for review upon request.
  - ☐ The Subrecipient shall maintain beneficiary data demonstrating project eligibility using the area benefit data. Such information shall be made available to Grantee monitors or their designees for review upon request.

- ☐ The Subrecipient is providing a service where the clients are presumed eligible. Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided. Such information shall be made available to Grantee monitors or their designees for review upon request.
5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.
- a. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation (if applicable);
  - b. "Program Year to Date Reporting Form" at project completion (if applicable);
  - c. Final status;
  - d. Beneficiary information (if applicable);
  - e. Certified payrolls (if applicable);
  - f. Section 3 Report (if applicable);
  - g. MBE/WBE Report (if applicable).
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 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, and Executive Order 11063.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, marital/familial status, or status with regard to public assistance. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped

in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

**B. Equal Employment**

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

**C. 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 thirty (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. 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 agreement. Addendum#1 is an affidavit to be signed by the Subrecipient acknowledging these new contractual requirements and is incorporated into this contract by reference.”

## **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; 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](http://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 – N/A
- 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 – N/A
- 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.

## **IX. 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.

**C. Compliance with Other Regulations**

- i. Subrecipient certifies that its organization does not have any programs or policies that violate state or federal law.
- ii. Subrecipient certifies that its organization provides housing programs and services which are consistent with the Fair Housing Act.

**3. 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: 2025 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.

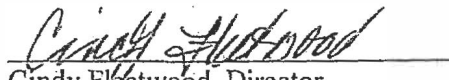
**HOUSING AND NEIGHBORHOOD  
DEVELOPMENT DEPARTMENT:**

By:

  
\_\_\_\_\_  
Anna Killion-Hanson, Director

**LIFEDESIGNS, INC:**

By:

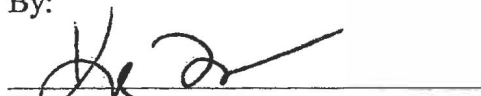
  
\_\_\_\_\_  
Cindy Fleetwood, Director

By:

  
\_\_\_\_\_  
Board Chairperson

**THE CITY OF BLOOMINGTON:**

By:

  
\_\_\_\_\_  
Kerry Thomson, Mayor

## **ADDENDUM #1 - POLICY REQUIREMENTS**

If applicable:

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

ATTESTATION:

I hereby affirm that I, Cindy Fleetwood from LIFEDesigns/DSI, Inc.



\_\_\_\_\_, (name)  
(organization)

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

By: 

Title Director of Housing Development & Facilities



# **Community Development Block Grant (CDBG)**

## **Subrecipient Funding Agreement Exhibits Packet**

CDBG 2025 Program Year (Physical Improvements)

# EXHIBIT A

## FY 2025 Income Limits Summary

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

## EXHIBIT B

STATE OF INDIANA             )  
COUNTY OF MONROE         ) SS:

# E-VERIFY AFFIDAVIT

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

1. The undersigned is the Dir. of Housing Devel. & Facilities of LIFEDesigns/DSI, Inc..  
[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).

*Cindy Fleetwood*  
Signature

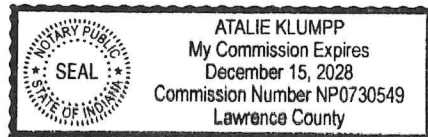
Cindy Fleetwood  
**Printed name**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Monroe )

Before me, a Notary Public in and for said County and State, personally appeared Cindy Fleetwood  
and acknowledged the execution of the foregoing this 22<sup>nd</sup> day of December, 2025.

Notary Public  
Atalie Klumpp  
Printed name

My Commission Expires: 2/15/2028  
My Commission Expires: 2/15/2028



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



# **EXHIBIT C**

## **STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

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

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

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

(e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) 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.

LIFEDesigns/DSI, Inc.

Printed Name of Organization

  
Signature of Authorized Representative

Requisition/Contract/Grant ID Number

12/22/2025

Date

Printed Name and Title: Cindy Fleetwood, Dir. of  
Housing Development & Facilities



**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.

Cindy Fleetwood  
Signature

Cindy Fleetwood  
Printed name

STATE OF INDIANA )  
COUNTY OF Monroe ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Cindy Fleetwood  
and acknowledged the execution of the foregoing this 22<sup>nd</sup> day of December,  
2025.

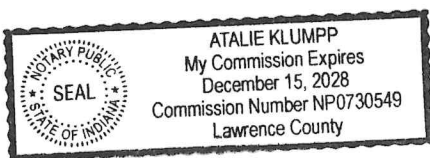
My Commission Expires: 12/15/2028

County of Residence: Lawrence

Atalie Klumpp  
Notary Public

Atalie Klumpp  
Name Printed

NP0730549  
Commission Number





# **EXHIBIT E**

## **CDBG Subrecipient Procurement Procedures**

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

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

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

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

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

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

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

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

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

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

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



Modernize the employment eligibility verification process today!

[Learn More](#)

[Enable E-Verify+](#)

## My Company Profile

### Company Information

**Company Name**

Developmental Services, Inc

**Company ID**

431230

**Employer Identification Number (EIN)**

351359391

**DUNS Number**

---

**NAICS Code**

623

**Subsector**

Nursing and Residential Care Facilities

**Doing Business As (DBA) Name**

Developmental Services, Inc

**Enrollment Date**

Jul 12, 2011

**Unique Entity Identifier (UEI)**

---

**Total Number of Employees**

500 to 999

**Sector**

Health Care and Social Assistance

# **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.*

**Required Contract Provisions  
Federally Assisted Construction Contracts**

2

SECTION 4

HEALTH AND SAFETY

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SECTION 5                      REQUIRED POSTERS

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- Notice to All Employees working on Federally Financed Construction Projects
- Equal Employment Opportunity is The Law
- Federal Fair Housing Law
- Employee Polygraph Protection Act

SECTION 6                      FORMS AND EXHIBITS

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



**Required Contract Provisions  
Federally Assisted Construction Contracts**

**SECTION 1 General Information**

**BONDING REQUIREMENTS.**

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

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

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

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

RETAINAGE: IC 36-1-12-14

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

CHANGE ORDERS: IC 36-1-12-18

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

CONFLICT OF INTEREST: 24 CFR 570.611

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

**MINORITY BUSINESS PARTICIPATION:**

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

RECORD RETENTION: 24 CFR 85.42

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

**CONTRACT PROVISIONS:**

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

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



## **Required Contract Provisions Federally Assisted Construction Contracts**

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

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

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

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

### **CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING:**

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

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

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

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

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

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

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

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

- a. Prohibit discrimination based on race, color or national origin under Title VI of the Civil Rights Act of 1964;
- b. Prohibit discrimination on the basis of sex under Title VII of the Civil Rights Act of 1964 and amended by the Equal Employment Opportunity Act of 1972;
- c. Prohibit discrimination on the basis of age under the Age Discrimination Act of 1975;
- d. Prohibit discrimination on the basis of disability under Section 504 of the Rehabilitation Act of 1973;
- e. Take affirmative action to employ and advance qualified disabled people under Section 503 of the Rehabilitation Act of 1973;
- f. Display posters which summarize the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay and disability;
- g. Prohibit discrimination based on disability under the Americans with Disabilities Act of 1990;
- h. 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
- i. 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.

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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 CFR 5.12.

### **SECTION 3**

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

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

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

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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](http://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.

### **SECTION 3 Federal Labor Standards Regulations**

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

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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.)



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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

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

**APPROVAL OF FIRST AMENDMENT TO 2025  
CDBG PHYSICAL IMPROVEMENT GRANT  
AGREEMENT WITH MIDDLE WAY HOUSE**

**WHEREAS**, on December 19, 2025, by Resolution 25-75, the Bloomington Redevelopment Commission ("RDC") approved a Community Development Block Grant ("CDBG") Physical Improvement Grant Agreement with Middle Way House for the Rise;

**WHEREAS**, new federal guidelines with limited guidance significantly delayed the project;

**WHEREAS**, all parties agree to set a new expiration date of June 30, 2027; and

**WHEREAS**, all parties agree to increase the not to exceed amount by \$9,418.00 to \$45,000.00; and

**WHEREAS**, all parties agree to expand the scope of work to include the additional work necessary to bring the elevator and elevator shaft into compliance; and

**WHEREAS**, funds are available for this project through the 2025 Community Development Block Grant (CFDA # 14.218) under Grant No. B-25-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 Improvement 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 2025 CDBG Physical Improvement Agreement, included herein as **Attachment A**, to extend the expiration date to June 30, 2027.
2. The RDC approves the increase in 2025 CDBG funds by \$9,418.00 for a new not to exceed amount of \$45,000.00.
3. The RDC approves the change in scope of work to include the additional work necessary to bring the elevator and elevator shaft into compliance.
4. 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.
5. 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 2025 CDBG Physical Improvement Grant Agreement  
Between  
Housing And Neighborhood Development Department  
And  
MIDDLE WAY HOUSE INC.**

This First Amendment to the 2025 Community Development Block Grant Agreement between the City of Bloomington Housing and Neighborhood Development Department (the "City") and **Middle Way House INC**, (herein called the "Subrecipient") (collectively referred to as the "Parties") is executed on this \_\_\_\_\_ day of July, 2026.

**WHEREAS**, the Parties, on December 19th, 2025, by RDC Resolution 25-75, entered into that certain 2025 CDBG Physical Improvement Grant Agreement, attached hereto as **Exhibit A**;

**WHEREAS**, the Parties now wish to increase the scope of work to be performed under the grant agreement to include the additional work necessary to bring the elevator and elevator shaft into compliance for maintaining its license;

**WHEREAS**, the Parties now wish to extend the time of performance of the Agreement to June 30, 2027;

**WHEREAS**, the Parties recognize that additional funding is needed to complete the planned work and increase the funding amount by \$35,582.00 for a new total funding amount of \$45,000.00;

**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 2025 Community Development Block Grant (CDBG) funds to install new elevator railings, ~~and any supporting components, and any work necessary to bring the elevator and elevator shaft into compliance for maintaining its license~~ at The Rise...”

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

"e. Complete the Project as designed no later than June 30, 2027, ~~December 31, 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 June 30, 2027, ~~December 31, 2025~~ unless mutually agreed to by all parties."

3. Article III, 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 ~~NINE THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS 00/100 (9,418.00)~~ FORTY FIVE THOUSAND DOLLARS (\$45,000.00)."

4. All other terms, provisions, conditions, recitals, and obligations of the Agreement between the Housing and Neighborhood Development Department of Bloomington and the Middle Way House INC 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 2025 CDBG Physical Improvement Agreement to be executed the day and year first written below.

**Bloomington Redevelopment Commission**

ATTEST:

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

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

**Middle Way House INC:**

By: \_\_\_\_\_  
Carrie Stillions, Executive Director

By: \_\_\_\_\_  
Board Chairperson

**PHYSICAL IMPROVEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
MIDDLE WAY HOUSE, INC.  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this 19th day of December, 2025 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and Middle Way House, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at P.O. Box 95, Bloomington, IN, 47401, (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 # B25MC180013 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 2025 Community Development Block Grant (CDBG) funds to install new elevator railings and any supporting components at The Rise. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

**1. General Administration:**

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

**2. Subrecipient Shall:**

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

- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facility as housing for income eligible households for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about 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 31, 2026**, 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 31, 2026** 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 **NINE THOUSAND FOUR HUNDRED EIGHTEEN AND 00/100 DOLLARS (\$9,418.00)**. 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:                                                                                                                                                                                              | Subrecipient:                                                                                                                                                                                         |
| Matthew Swinney, Program Manager<br>Housing and Neighborhood Development<br>City of Bloomington<br>P.O. Box 100<br>Bloomington, IN 47402<br>Email: swinneym@bloomington.in.gov<br>Tel: (812) 349-3401 | Carrie Stillions, Executive Director<br>Middle Way House, INC<br>P.O. Box 95<br>Bloomington, IN 47401<br>Contact Name: Kloe Timmons<br>Email: grantsmanager@middlewayhouse.org<br>Tel: (765) 491-9418 |

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;
  - 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, and Executive Order 11063.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, marital/familial status, or status with regard to public assistance. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal Regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

**B. Equal Employment**

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

**C. Davis Bacon and Related Acts**

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

**D. Contract Work Hours and Safety Standards Act**

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

Labor prescribes by regulation based on proceedings pursuant section 553, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

**E. Employment Restrictions**

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

## **F. Conduct**

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

subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. 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 agreement. Addendum#1 is an affidavit to be signed by the Subrecipient acknowledging these new contractual requirements and is incorporated into this contract by reference."

### **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; 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](http://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 – N/A
- 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 – N/A
- 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.

### **3. 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.

**C. Compliance with Other Regulations**

- i. Subrecipient certifies that its organization does not have any programs or policies that violate state or federal law.
- ii. Subrecipient certifies that its organization provides housing programs and services which are consistent with the Fair Housing Act.

**4. 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: 2025 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.

**HOUSING AND NEIGHBORHOOD  
DEVELOPMENT DEPARTMENT:**

By:



Anna Killion-Hanson, Director

**MIDDLE WAY HOUSE INC:**

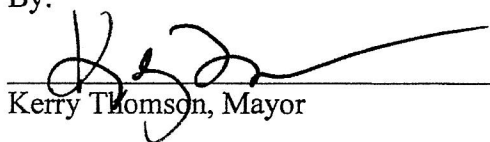
By:



Carrie Stillions, Executive Director

**CITY OF BLOOMINGTON:**

By:



Kerry Thomson, Mayor

By:



Board Chairperson

## ADDENDUM #1 - POLICY REQUIREMENTS

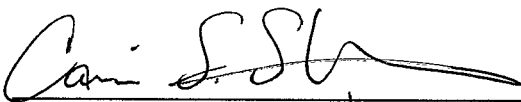
If applicable:

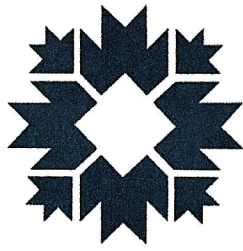
1. The Subrecipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.
2. The Subrecipient agrees that its compliance in all respects with all applicable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

ATTESTATION:

I hereby affirm that I, Carrie Stillions from Middle Way House, Inc

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

By:   
Title Executive director



**CITY OF  
BLOOMINGTON**

HOUSING AND NEIGHBORHOOD DEVELOPMENT

**Community Development Block Grant  
(CDBG)**

**Subrecipient Funding Agreement  
Exhibits Packet**

CDBG 2025 Program Year (Physical Improvements)

# EXHIBIT A

## FY 2025 Income Limits Summary

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



[illegible]

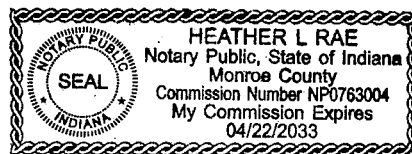
The undersigned, being duly sworn, hereby affirms and says that:

- Signature
- Carrie Skellions
- Printed name

Before me, a Notary Public in and for said County and State, personally appeared Came Stillions  
and acknowledged the execution of the foregoing this 30th day of April, 2025. 2026 HLR

Printed name

My Commission Expires: \_\_\_\_\_



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

CONFIDENTIAL

# **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.

Middle Way House, Inc  
Printed Name of Organization

Requisition/Contract/Grant ID Number

[Signature]

4-30-24

Signature of Authorized Representative

Date

Printed Name and Title: Carrie Stillions  
Executive Director

# **EXHIBIT D**

## **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

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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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Wage/Fringe Benefit Certification  
Certified Payroll Form (WH-347)  
Certified Payroll Form (WH-348)  
Instructions for Completing Certified Payroll Form  
Statement of Compliance  
(Same as WH-348 to be used with computer generated payrolls)

**Required  
Federally Assist**

## 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 form 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.

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### 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).

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. Display posters which summarize the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay and disability;
- g. Prohibit discrimination based on disability under the Americans with Disabilities Act of 1990;
- h. 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
- i. Avoid maintaining or providing any segregated facilities.

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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,

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.

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### 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.

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

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

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

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

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

## EEO RECORDS AND REPORTS:

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

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

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

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

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

## NONSEGREGATED FACILITIES:

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

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

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

## FALSIFICATION OF DOCUMENTS:

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

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

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## 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



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](http://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

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### SECTION 3 Federal Labor Standards Regulations

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.

**Require  
Federally Assis**

#### 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.

## **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 of 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:**

**Required  
Federally Assist**

In the performance of this contract the contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation (29 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.)

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

**Required  
Federally Assis**

**RESOLUTION OF THE REDEVELOPMENT  
COMMISSION OF THE  
CITY OF BLOOMINGTON, INDIANA  
APPROVAL OF FIRST AMENDMENT TO 2025 CDBG PHYSICAL IMPROVEMENT  
GRANT AGREEMENT WITH SUMMIT HILL CDC**

**WHEREAS**, on December 15, 2025, by Resolution 25-78, the Bloomington Redevelopment Commission ("RDC") approved a Community Development Block Grant ("CDBG") Physical Improvement Grant Agreement with SUMMIT HILL CDC to rehabilitate the playground and gardening area at Walnut Woods;

**WHEREAS**, new federal guidelines with limited guidance significantly delayed the project;

**WHEREAS**, all parties agree to increase the scope of work to be performed under the grant agreement to include additional items, ADA compliant sidewalks, walking paths, and ramps, storage shed, flag pole, lighting, relocate existing and install additional bike parking/storage, bike charging station, fencing around playground and gardens, trash receptacles, water fountain, and other playground related amenities necessary to complete the project;

**WHEREAS**, the Parties recognize that additional funding is needed to complete the planned work and increase the funding amount by \$136,103.00 for a new not to exceed funding amount of \$249,500.00; and

**WHEREAS**, funds are available for this project through the 2025 Community Development Block Grant (CFDA # 14.218) under Grant No. B-25-MC-18-0013 for physical improvements; 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 Improvement 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 2025 CDBG Physical Improvement Grant Agreement, included herein as **Attachment A**, increase the scope of work to be performed under the grant agreement to include additional items, ADA compliant sidewalks, walking paths, and ramps, storage shed, flag pole, lighting, relocate existing and install additional bike parking/storage, bike charging station, fencing around playground and gardens, trash receptacles, water fountain, and other playground related amenities necessary to complete the project;
2. The RDC approves additional funding of \$136,103.00 needed to complete the planned work and increases the funding amount to a new not to exceed funding amount of \$249,500.00.
3. 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.
4. 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 2025 CDBG Physical Improvement Grant Agreement**  
**Between**  
**Housing And Neighborhood Development Department**  
**And**  
**SUMMIT HILL COMMUNITY DEVELOPMENT CORPORATION**

This First Amendment to the 2025 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") (collectively referred to as the "Parties") is executed on this \_\_\_\_\_ day of July, 2026.

**WHEREAS**, the Parties, on December 15, 2025, by RDC Resolution 25-78, entered into that certain 2025 CDBG Physical Improvement Grant Agreement, attached hereto as **Exhibit A**;

**WHEREAS**, the Parties now wish to increase the scope of work to be performed under the grant agreement to include additional items, ADA compliant sidewalks, walking paths, and ramps, storage shed, flag pole, lighting, relocate existing and install additional bike parking/storage, bike charging station, fencing around playground and gardens, trash receptacles, water fountain, and other playground related amenities necessary to complete the project;

**WHEREAS**, the Parties recognize that additional funding is needed to complete the planned work and increase the funding amount by \$136,103.00 for a new not to exceed funding amount of \$249,500.00; 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 2025 Community Development Block Grant (CDBG) funds to install new playground equipment, new picnic tables, shade sails, ~~and sidewalks~~ ADA compliant sidewalks, walking paths, and ramps, storage shed, flag pole, lighting, relocate existing and install additional

bike parking/storage, bike charging station, fencing around playground and gardens, trash receptacles, water fountain, and other playground related amenities necessary to complete the project located at the Walnut Woods housing complex. 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.  
..."

2. Article III, 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 THIRTEEN THOUSAND THREE HUNDRED NINETY SEVEN DOLLARS AND 00/100 DOLLARS (113,397.00)~~ TWO HUNDRED FORTY NINE THOUSAND FIVE HUNDRED DOLLARS (\$249,500.00)."

3. All other terms, provisions, conditions, recitals, and obligations of the Agreement between the Housing and Neighborhood Development Department of Bloomington and the Summit Hill Community Development Corp 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 2025 CDBG Physical Improvement Agreement 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





**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 15th day of December, 2025 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the "Grantee") and **Summit Hill Community Development Corporation, Inc.**, 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" or "SHCDC"), 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 # B25MC180013 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 2025 Community Development Block Grant (CDBG) funds to install new playground equipment, new picnic tables, shade sails, and sidewalks at the Walnut Woods housing complex. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance with CDBG Subrecipient Procurement Procedures.
- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facility as housing for income eligible households for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about 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 31, 2026**, unless mutually agreed to by all parties.

**B. National Objectives**

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

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

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

Block Group 4, Census Tract 11.01 Low/mod % - 53.99%

**C. Performance Monitoring**

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

## II. TERM OF AGREEMENT

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

## III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **ONE HUNDRED THIRTEEN THOUSAND THREE HUNDRED NINETY SEVEN AND 00/100 DOLLARS (\$113,397.00)**. 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:                                                                                                                                                                                              | Subrecipient:                                                                                                                                                                                                               |
| Matthew Swinney, Program Manager<br>Housing and Neighborhood Development<br>City of Bloomington<br>P.O. Box 100<br>Bloomington, IN 47402<br>Email: swinneym@bloomington.in.gov<br>Tel: (812) 349-3401 | Nathan Ferreira, Executive Director<br>Summit Hill Community Development Corporation<br>1007 N. Summit Street<br>Bloomington, IN 47404<br>Contact Name: Nathan Ferreira<br>Email: nferreira@blha.net<br>Tel: (812) 545-7041 |

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;
  - 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, and Executive Order 11063.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, marital/familial status, or status with regard to public assistance. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal Regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped



in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

**B. Equal Employment**

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

**C. Davis Bacon and Related Acts**

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

**D. Contract Work Hours and Safety Standards Act**

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Safety Standards. No contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant section 553, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

**E. Employment Restrictions**

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



the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**F. Conduct**

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

“Disclosure Form to Report Lobbying,” in accordance with its instructions.

- c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
  - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. 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 agreement. Addendum#1 is an affidavit to be signed by the Subrecipient acknowledging these new contractual requirements and is incorporated into this contract by reference.”

## **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; 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](http://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 – N/A
- 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 – N/A
- 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.

### **3. 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.

**C. Compliance with Other Regulations**

- i. Subrecipient certifies that its organization does not have any programs or policies that violate state or federal law.
- ii. Subrecipient certifies that its organization provides housing programs and services which are consistent with the Fair Housing Act.

**4. 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.



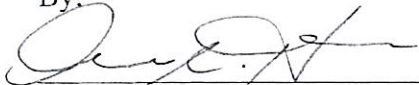
### **XIII. ATTACHMENTS**

- A. Exhibit A: 2025 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.

**HOUSING AND NEIGHBORHOOD  
DEVELOPMENT DEPARTMENT:**

By:



Anna Killion-Hanson, Director

**SUMMIT HILL COMMUNITY  
DEVELOPMENT CORPORATION:**

By:



Nathan Ferreira, Executive Director

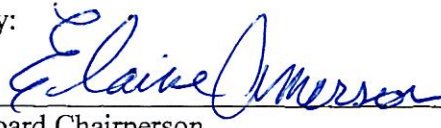
**CITY OF BLOOMINGTON:**

By:



Kerry Thomson, Mayor

By:



Board Chairperson

## **ADDENDUM #1 - POLICY REQUIREMENTS**

If applicable:

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

ATTESTATION:

I hereby affirm that I, Nathan Ferreira from Summit Hill Community Development Corporation,

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.

*Nathan Fournier*

By: \_\_\_\_\_

Title    Executive Director

[illegible]

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

- Natran Ferreira  
Signature
- Natran Ferreira  
Printed name

Before me, a Notary Public in and for said County and State, personally appeared Nathan Ferreira  
and acknowledged the execution of the foregoing this 9 day of January, 2026.

 LISA HASLER  
Commission Number: NP0751820  
My Commission Expires  
September 25, 2031

My Commission Expires: September 25, 2031  
My Commission Expires: \_\_\_\_\_

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





# EXHIBIT C

## STATE OF INDIANA DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

(e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) 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  
Printed Name of Organization

Nathan Ferreira  
Signature of Authorized Representative

Printed Name and Title: Nathan Ferreira, Executive Director

B-26-MC-18-0013  
Requisition/Contract/Grant ID Number

1/9/26  
Date



**EXHIBIT D**  
**AFFIDAVIT THE LIVING WAGE ORDINANCE**

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

1. The undersigned is the Executive Director of Summit Hill Community Development Corporation.  
(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.

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 9 day of January,  
2026

My Commission Expires: September 25, 2031

Lisa Hasler  
Notary Public

County of Residence: GREENE

Lisa Hasler  
Name Printed



NP 0751820  
Commission Number



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

**Approval of 2026 CDBG Physical Improvement Grant Agreement with My Sister's  
Closet**

**WHEREAS**, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-26-MC-18-0013 for physical improvement activities, and,

**WHEREAS**, funds to renovate the building located at 1204 W. 2nd St in Bloomington, Indiana. 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 My Sister's Closet to renovate the building at 1204 W. 2nd St is approved for an amount not to exceed Two Hundred & Forty Nine Thousand Five Hundred Dollars and Zero cents (\$249,500.00).

***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 as required by Part 58 of the Federal Code of*

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

## **BLOOMINGTON REDEVELOPMENT COMMISSION**

---

Deborah Myerson, President

ATTEST:

---

John West, Secretary

---

Date

**PHYSICAL IMPROVEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN  
My SISTER'S CLOSET  
AND  
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT  
CITY OF BLOOMINGTON**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the "Grantee") and My Sister's Closet, a non-profit domestic corporation, duly incorporated by the State of Indiana with its principal place of business located at 1204 W 2<sup>nd</sup> 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 # B26MC180013 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 2026 Community Development Block Grant (CDBG) funds to renovate the acquired building located at 1204 W. 2nd Street in Bloomington, Indiana. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance with CDBG Subrecipient Procurement Procedures.
- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facilities approved public purpose 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 31, 2027**, 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 31, 2027** 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 **TWO HUNDRED FORTY NINE THOUSAND AND FIVE HUNDRED DOLLARS 00/100 (\$249,500.00)**. 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:

|                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Grantee:</b><br><br>Matthew Swinney, Program Manager<br>Housing and Neighborhood<br>Development<br>City of Bloomington<br>P.O. Box 100<br>Bloomington, IN 47402<br>Email:<br>swinney@bloomington.in.gov<br>Tel: (812) 349-3401 | <b>Subrecipient:</b><br><br>Sandy Keller, Executive Director<br>My Sister's Closet<br>1204 W 2 <sup>nd</sup> Street<br>Bloomington, IN 47403<br>Contact Name: Sandy Keller<br>Email: director@sisterscloset.org<br>Tel: (812) 369-6582 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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.

#### **IV. 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.

### **V. ADMINISTRATIVE REQUIREMENTS**

#### **A. Financial Management**

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

applied for all costs incurred whether charged on a direct or indirect basis.

**B. Documentation and Record-Keeping**

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

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

## **VI. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. Civil Rights**

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Executive Order 11063.

2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, marital/familial status, or status with regard to public assistance. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

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

**B. Equal Employment**

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity Employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment clause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

**C. 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. 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 agreement. Addendum#1 is an affidavit to be signed by the Subrecipient acknowledging these new contractual requirements and is incorporated into this contract by reference."

**VII. 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; 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](http://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 – N/A
- 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 – N/A
- 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. 117-58. 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. 117-58. 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.

**C. Compliance with Other Regulations**

i. Subrecipient certifies that its organization does not have any programs or policies that violate state or federal law.

ii. Subrecipient certifies that its organization provides housing programs and services which are consistent with the Fair Housing Act.

**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: 2026 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.

**HOUSING AND NEIGHBORHOOD  
DEVELOPMENT DEPARTMENT:**

By:

---

Anna Killion-Hanson, Director

**MY SISTER'S CLOSET:**

By:

---

Sandy Keller, Director

**CITY OF BLOOMINGTON:**

By:

---

Kerry Thomson, Mayor

By:

---

Board Chairperson

**Community Development Block Grant (CDBG)**

**Subrecipient Funding Agreement  
Exhibits Packet**

**CDBG 2026 Program Year (Physical Improvements)**

## EXHIBIT A

| CDBG             | House<br>hold<br>Size |             |             |             |             |             |             |          |
|------------------|-----------------------|-------------|-------------|-------------|-------------|-------------|-------------|----------|
|                  | 1<br>person           | 2<br>Person | 3<br>Person | 4<br>Person | 5<br>Person | 6<br>Person | 7<br>Person | 8 Person |
| 30% Limits       | 23100                 | 26400       | 29700       | 32950       | 35600       | 38250       | 40900       | 43500    |
| 50% Limits       | 38500                 | 44000       | 49500       | 54950       | 59350       | 63750       | 68150       | 72550    |
| 60% Limits       | 46200                 | 52800       | 59400       | 65940       | 71220       | 76500       | 81780       | 87060    |
| 80% Limits       | 61550                 | 70350       | 79150       | 87900       | 94950       | 102000      | 109000      | 116050   |
|                  |                       |             |             |             |             |             |             |          |
| 120% Per CDBG-DR | 92300                 | 105500      | 118700      | 131900      | 142450      | 153000      | 163550      | 174100   |

## EXHIBIT B

[illegible]

## E-VERIFY AFFIDAVIT

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

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

**Signature**

Printed name

STATE OF INDIANA )

COUNTY OF \_\_\_\_\_ ) SS:  
 )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Notary Public

Printed name

My Commission Expires: \_\_\_\_\_

My Commission Expires:\_\_\_\_\_

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

**EXHIBIT C**

STATE OF INDIANA  
**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

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

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

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



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

(e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) 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.

Printed Name of Organization

Requisition/Contract/  
Grant ID Number

Signature of Authorized  
Representative

Date

Printed Name and Title:

\_\_\_\_\_

## **EXHIBIT D**

### **AFFIDAVIT THE LIVING WAGE ORDINANCE**

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

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

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

\_\_\_\_\_  
Signature

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

STATE OF INDIANA       )  
                                  ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared  
\_\_\_\_\_ and acknowledged the execution of the foregoing this  
\_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission Expires:\_\_\_\_\_

\_\_\_\_\_  
Notary Public

County of Residence:\_\_\_\_\_

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Commission Number

## **EXHIBIT E**

### **CDBG Subrecipient Procurement Procedures**

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

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

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

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

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

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

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

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

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

# COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

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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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(WH-348)  
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Certified Payroll Form  
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(Same as WH-348 to be used with computer generated payrolls)

*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).

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. Display posters which summarize the Federal laws prohibiting job discrimination based on race, color, sex, national origin, religion, age, equal pay and disability;
- g. Prohibit discrimination based on disability under the Americans with Disabilities Act of 1990;



- h. 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
- i. 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,

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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.

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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

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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](http://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.

### *SECTION 3 Federal Labor Standards Regulations*

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

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

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 labors, 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.

#### VIOLETIONS 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.)

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

## **ADDENDUM #1 – Updated Requirements for 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.

**RESOLUTION OF THE  
BLOOMINGTON REDEVELOPMENT COMMISSION**

**APPROVAL OF ADDENDUM 1 WITH  
VET ENVIRONMENTAL ENGINEERING, LLC 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 South College Avenue in Bloomington, Indiana (“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 environmental services listed in Exhibit A of Attachment 1;
- WHEREAS: City staff had 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: VET submitted historic investigations conducted at the Site by RDC’s previous consultant to the Indiana Finance Authority (IFA) Brownfields Program for review and then, based on feedback from IFA, VET mobilized to the Site on February 23, 2026, to perform a Further Site Investigation (FSI) to further delineate impacts to environmental media from the historic use of the Site as a filling station;
- WHEREAS: during VET’s February 23, 2026, FSI, evidence of underground storage tanks (USTs) present in the subsurface was identified and previous investigations at the Site have identified petroleum related contaminants of concern (COCs) above applicable Indiana Department of Environmental Management (IDEM) screening



criteria in soil and groundwater at the Site;

WHEREAS: based on IFA recommendations and observations suggesting the USTs—the presumed petroleum COC source—are still present at the Site, further investigation to identify the location of the USTs and their removal, if present, and remediation of associated impacted media, if warranted, should be pursued;

WHEREAS, City Staff have negotiated an Addendum #1 (Attachment 1) to the Resolution 26-10 Agreement for the sum of One Hundred Fifty-Six Thousand, Seven Hundred Fifty-Five Dollars and Twenty-Five Cents (\$156,755.25); 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 BLOOMINGTON REDEVELOPMENT COMMISSION 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 One Hundred Fifty-Six Thousand, Seven Hundred Fifty-Five Dollars and Twenty-Five Cents (\$156,755.25) 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

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Deborah Myerson, President

ATTEST:

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John West, Secretary

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Date

## **Attachment 1**

### **ADDENDUM #1 WITH VET ENVIRONMENTAL ENGINEERING, LLC 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 Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. In the event that any term or condition set forth in Exhibit A conflicts with the terms of this Addendum No. 1 or the Agreement, the language in this Addendum No. 1 shall control.

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

Consultant shall complete the Services required under this Agreement as soon as reasonably possible, but not later than December 31, 2026. 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.

**Article 4 is amended as follows:**

The first sentence of the first paragraph of this Article is stricken and replaced with the following:

The City shall pay Consultant for all fees and expenses in an amount not to exceed One Hundred Fifty-Six Thousand, Seven Hundred Fifty-Five Dollars and Twenty-Five Cents (\$156,755.25).

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

**Attachment 1**

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  
REDEVELOPMENT COMMISSION**

**VET Environmental Engineering, LLC**

Deborah Myerson, RDC President

Sara R. Hamidovic



## VET ENVIRONMENTAL ENGINEERING, LLC

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2335 West Fountain Drive, Bloomington, IN 47404

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

Email: [info@vet-env.com](mailto:info@vet-env.com)

May 14, 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: Proposal for Exploratory Investigation and Remediation  
226 South College Avenue, Bloomington, Indiana 47403**

VET Environmental Engineering, LLC (VET) appreciates the opportunity to submit this proposal 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. This proposal includes the anticipated scope of work for exploratory investigation and remediation to be performed at 226 South College Avenue, Bloomington, Indiana (Site), commonly referred to as College Square.

VET submitted historic investigations conducted at the Site by RDC's previous consultant to the Indiana Finance Authority (IFA) Brownfields Program for review. The goal of the submittal was to solicit guidance on next steps with the ultimate goal of obtaining Site closure through the IFA Brownfields Program. Based on feedback from IFA, VET mobilized to the Site on February 23, 2026 to perform a Further Site Investigation (FSI) to further delineate impacts to environmental media from the historic use of the Site as a filling station. During VET's February 23, 2026 FSI, evidence of underground storage tanks (USTs) present in the subsurface was identified. This proposal includes costs for an exploratory investigation to identify whether USTs are present at this Site, and removal and remediation of associated impacted media, if warranted.

**Tasks to be performed for RDC:**

- 1) **Exploratory Investigation:** VET will perform an exploratory investigation at the Site to determine whether USTs are present in the subsurface. VET's previous work related to the Site identified historical documents indicating the likely locations of the USTs. VET will

*"Consulting that makes sense."*

subcontract a Indiana Department of Homeland Security (IDHS) certified UST operator to perform exploratory digging and/or excavation at the Site in the suspected locations of the USTs. Findings and recommendations will be communicated to RDC based on conditions identified during the exploratory investigation.

- 2) **Remediation:** Previous investigations at the Site identified petroleum related contaminants of concern (COCs) above applicable Indiana Department of Environmental Management (IDEM) screening criteria in soil and groundwater at the Site. VET collected additional groundwater and soil samples on February 23, 2026 based on IFA recommendations and observations suggesting the USTs—the presumed petroleum COC source—are still present at the Site. Analytical data from VET’s February 23, 2026 Site Investigation will be reported to the RDC under separate cover.

VET will oversee removal of impacted environmental media and any USTs identified during the exploratory investigation described above. VET will oversee all excavation activities to ensure the USTs and impacted media are extracted, properly segregated, staged, loaded, and shipped with correct disposal documentation. Uncertainties exist with respect to the nature and quantity of materials in the suspect USTs. VET will coordinate appropriate disposal of any liquid or sludge identified in the USTs in addition to the UST carcasses and impacted media.

VET will conduct field screening utilizing a photoionization detector (PID) to inform excavation operations throughout the duration of the project on the Site. VET will coordinate and facilitate off-Site transportation and disposal in support of excavation and waste disposal activities of impacted media with transportation subcontractors to Rumpke’s Medora Landfill. Excavation of all impacted soil will be completed by VET’s subcontractor. For purposes of this proposal, up to 910.5 cubic yards of impacted media are projected. VET will oversee transport of impacted soil to the landfill for disposal utilizing tri-axle dump trucks. The excavation area will be surrounded with snow fence and caution tape to prevent unauthorized access.

VET will provide a team at the VET office to collect, organize, and digitize manifests and corresponding weight tickets. As trucks enter the Site, each driver will be provided a blank manifest corresponding to the profiled waste stream. Load number, truck number, driver name, trucking company name, date, time in and time out will be recorded on VET’s On-Site tracker for each truck entering and exiting the Site. VET will acquire completed manifests from each driver when possible, if they return to the Site. If the driver is unable to return to the Site, VET will contact the trucking company dispatch and/or landfill to acquire manifests and weight tickets. Upon receipt of completed manifests, VET will record that the manifest was received, thus concluding on-Site tracking activities for the

load. On-Site waste tracking maintains clear and concise real time tracking and avoids confusion.

All excavation activities will be followed by confirmation soil sampling in accordance with IDEM requirements. Excavated material will be sampled in accordance with IDEM UST Closure guidance at a rate of one sample per 50 cubic yards of removed material. VET will collect samples from the bottom of the excavated area at a rate of two samples per UST encountered. VET will collect one sidewall sample every 20 linear feet along the perimeter of the excavation pit. No pipe runs are expected to be present in the excavation area. If no USTs are encountered, VET will utilize field screening to determine the number of bottom and sidewall samples to collect.

VET personnel will conduct field screening of media collected to document readings associated with each sample utilizing a PID. Elevated PID readings may indicate presence of impacted soils and will guide selection of the depth interval to be sampled for analytical testing. Soil samples will be submitted for laboratory analysis of volatile organic compounds (VOCs) including lead scavengers, polynuclear aromatic hydrocarbons (PAHs), and lead, in accordance with IDEM requirements for unknown petroleum substances. No characterization sampling will be required for this project as a waste profile for the petroleum impacted media present on the Site is in place with Rumpke's Medora Landfill.

Groundwater sampling will be conducted if groundwater is encountered during excavation activities to determine presence or absence of contamination within the excavation area. Groundwater samples will similarly be submitted for laboratory analysis of VOCs to include lead scavengers, PAHs, and lead. The sample for lead will be field filtered to reduce the possibility of false positive results attributable to suspended sediment. Appropriate Quality Assurance/Quality Control (QA/QC) methodologies to include trip blank, duplicate, and MS/MSD samples will be analyzed.

All analytical testing will be reported utilizing Level IV QA/QC to ensure fully defensible analytical methodology. All samples will be transported to the Eurofins Laboratory in Tinley Park, Illinois for analysis.

Following completion of excavation activities and receipt of confirmatory analytical results, the Site will be restored to grade with topsoil staged on-Site and clean clay backfill. The backfill material will be overlain by an approximate six-inch layer of #53 crushed stone. Backfill material will be tracked in with excavation equipment for compaction. Additional compaction may be required for paving and/or construction. It is RDC's responsibility to return the Site to suitable conditions for paving and/or construction.

- 3) **Reporting and Agency Coordination:** VET will document all sampling and excavation methodologies, conclusions, and recommendations pertaining to work performed at the Site following each phase of work. VET will prepare and deliver a report detailing all pertinent information as it relates to waste disposal and requesting Site closure from IDEM. The spreadsheets that accompany VET's report expand on the On-Site Tracker to include contractor information, driver return time, overall haul time, waste description, landfill, weight ticket number, tons hauled per load, loads per day, and corresponding VET invoice number. Completed manifests and corresponding weight tickets will be scanned and saved in chronological order to the project file and will be provided both in hard copy and electronically with the report.

Analytical data tables will be prepared and screened against the most recent applicable IDEM Remediation Closure Guide (R2) Screening Levels (SLs). Data will be displayed on large scale graphics that will accompany all reporting. VET will coordinate field activities with IDEM as required.

**Tasks to be performed for RDC:**

| Item                                                                                                                                                                    | Cost                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Exploratory Investigation and Remediation                                                                                                                               | <b>\$149,255.25</b> |
| Agency Coordination                                                                                                                                                     | <b>\$7,500.00</b>   |
| <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 **\$156,755.25**. Please note that any work completed by VET at the request of the RDC 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 RDC 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](mailto:rene@vet-env.com).

Respectfully,



Sara R. Hamidovic, MS, PE, CHMM, CPESC  
Founder, Principal Engineer



**Exploratory Investigation and Petroleum Impacted Soil Remediation**  
**226 South College Avenue**  
**Bloomington, Indiana**

| Waste Disposal Oversight                                  |                                                                                                                                          |       |       |   |             |                     |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|---|-------------|---------------------|
| Activity                                                  | Note                                                                                                                                     | Units | Type  |   | Unit Cost   | Total Cost          |
| Project Oversight/Task Project Management                 | Principal Engineer                                                                                                                       | 44    | hours | @ | \$163.67    | \$7,201.48          |
|                                                           | Staff Project                                                                                                                            | 44    | hours | @ | \$101.68    | \$4,473.92          |
|                                                           | Environmental Technician                                                                                                                 | 30    | hours | @ | \$79.37     | \$2,381.10          |
| Landfill Disposal - Rumpke Medora Landfill                | Soil Disposal (Profile #26-0413-149 (Expiration 10/2026); Landfill fees; Up to 910.5 Cubic Yards (1,366 tons))                           | 1,366 | tons  | @ | \$32.20     | \$43,985.20         |
| Excavation and Backfill Subcontractor                     | Excavate and Stage Unimpacted Soil, Excavate Contaminated Soil/Backfill, Excavate up to Five 5,000 Gallon USTs, Backfill Excavation Area | 1     | each  | @ | \$14,375.00 | \$14,375.00         |
| Contaminated Soil Transportation                          | Soil Hauling: Tri-Axle Dump Trucks to Rumpke Medora Landfill                                                                             | 215   | hours | @ | \$161.00    | \$34,615.00         |
| Backfill Material                                         | Backfill with clean fill (~23 tons per triaxle load)                                                                                     | 1,366 | tons  | @ | \$12.50     | \$17,075.00         |
|                                                           | Backfill with excavated soil staged on-Site (~787 cubic yards (1,180 tons))                                                              | 1,180 | tons  | @ | --          | --                  |
|                                                           | Surface with crushed limestone (~79 cubic yards (119 tons))                                                                              | 118   | tons  | @ | \$16.68     | \$1,967.65          |
| Field Equipment                                           | Photoionization Detector - Minirae 3000                                                                                                  | 5.5   | days  | @ | \$120.75    | \$664.13            |
|                                                           | GIS Mapping Software                                                                                                                     | 5.5   | days  | @ | \$100.00    | \$550.00            |
|                                                           | Field Filter                                                                                                                             | 2     | each  | @ | \$21.00     | \$42.00             |
|                                                           | Geotech Peristaltic Pump                                                                                                                 | 2     | days  | @ | \$150.00    | \$300.00            |
|                                                           | Decontamination Kit                                                                                                                      | 5.5   | days  | @ | \$5.25      | \$28.88             |
|                                                           | Ice for Sample Preservation                                                                                                              | 30    | each  | @ | \$6.30      | \$189.00            |
|                                                           | Tee Posts and Snow Fence (Excavation Security)                                                                                           | 1     | each  | @ | \$345.00    | \$345.00            |
|                                                           | Daily Field Expense                                                                                                                      | 5.5   | days  | @ | \$100.00    | \$550.00            |
| Laboratory Analytical (Soil Samples - UST Pit Bottom)     | Drum Disposal                                                                                                                            | 2     | drums | @ | \$580.75    | \$1,161.50          |
|                                                           | VOCs (including lead scavengers) (Soil - 10 Samples, 1 DUP, 1 MS/MSD)                                                                    | 11    | each  | @ | \$91.43     | \$1,005.68          |
|                                                           | PAHs (Soil - 10 Samples, 1 DUP, 1 MS/MSD)                                                                                                | 11    | each  | @ | \$94.88     | \$1,043.63          |
| Laboratory Analytical (Soil Samples - UST Pit Sidewalls)  | Lead (Soil - 10 Samples, 1 DUP, 1 MS/MSD)                                                                                                | 11    | each  | @ | \$25.88     | \$284.63            |
|                                                           | VOCs (Soil - 16 Samples, 2 DUP, 1 MS/MSD)                                                                                                | 18    | each  | @ | \$91.43     | \$1,645.74          |
|                                                           | PAHs (Soil - 16 Samples, 2 DUP, 1 MS/MSD)                                                                                                | 18    | each  | @ | \$94.88     | \$1,707.75          |
| Laboratory Analytical (Soil Samples - Excavated Material) | Lead (Soil - 16 Samples, 2 DUP, 1 MS/MSD)                                                                                                | 18    | each  | @ | \$25.88     | \$465.75            |
|                                                           | VOCs (Soil - 19 Samples, 2 DUP, 1 MS/MSD)                                                                                                | 21    | each  | @ | \$91.43     | \$1,920.03          |
|                                                           | PAHs (Soil - 19 Samples, 2 DUP, 1 MS/MSD)                                                                                                | 21    | each  | @ | \$94.88     | \$1,992.38          |
| Laboratory Analytical (Groundwater Sample)                | Lead (Soil - 19 Samples, 2 DUP, 1 MS/MSD)                                                                                                | 21    | each  | @ | \$25.88     | \$543.38            |
|                                                           | VOCs (Groundwater - 1 Sample, 1 DUP, 1 MS/MSD)                                                                                           | 2     | each  | @ | \$91.43     | \$182.86            |
|                                                           | PAHs (Groundwater - 1 Sample, 1 DUP, 1 MS/MSD)                                                                                           | 2     | each  | @ | \$94.88     | \$189.75            |
| Laboratory Analytical - QA/QC                             | Lead (Groundwater - 1 Sample, 1 DUP, 1 MS/MSD)                                                                                           | 2     | each  | @ | \$25.88     | \$51.75             |
|                                                           | VOC Trip Blank                                                                                                                           | 4     | each  | @ | \$91.43     | \$365.70            |
|                                                           | Level IV QA/QC Package                                                                                                                   | 3     | each  | @ | 86.25       | 258.75              |
| Reporting                                                 | Principal Engineer                                                                                                                       | 18    | hours | @ | \$163.67    | \$2,946.06          |
|                                                           | Senior Environmental Scientist                                                                                                           | 22    | hours | @ | \$110.35    | \$2,427.70          |
|                                                           | GIS Technician                                                                                                                           | 12    | hours | @ | \$79.37     | \$952.44            |
|                                                           | Environmental Technician                                                                                                                 | 16    | hours | @ | \$79.37     | \$1,269.92          |
| Agency Coordination                                       | Correspondence/Request for Site Closure                                                                                                  | 1     | each  | @ | \$7,500.00  | \$7,500.00          |
| Mileage                                                   | Travel to and from Site - one trip per day (two vehicles)                                                                                | 44    | each  | @ | \$0.83      | \$36.52             |
| Office Expense                                            | Copies & Postage                                                                                                                         | 6     | each  | @ | \$10.00     | \$60.00             |
| <b>Grand Total</b>                                        |                                                                                                                                          |       |       |   |             | <b>\$156,755.22</b> |

## 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 May 14, 2026 including attachments and amendments ("SERVICES").
2. CLIENT authorizes VET Environmental Engineering, LLC to perform these SERVICES for the following project and location: Exploratory Investigation and Remediation - 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.

X CLIENT will pay on a **time and material basis not to exceed** the sum of **\$156,755.25**. 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    X 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: Founder, Principal Engineer

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

Date: May 14, 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.

**RESOLUTION OF THE  
BLOOMINGTON REDEVELOPMENT COMMISSION**

**AMENDING THE DECLARATORY RESOLUTION OF THE  
CONSOLIDATED ECONOMIC DEVELOPMENT AREA AND THE  
CONSOLIDATE ECONOMIC DEVELOPMENT PLAN  
REMOVING CERTAIN RESIDENTIAL PARCELS  
AND REGARDING RELATED MATTERS**

- WHEREAS, the City of Bloomington Redevelopment Commission (the “Commission”), the governing body of the City of Bloomington, Indiana, Department of Redevelopment (the “Department”) and the City of Bloomington Redevelopment District (the “District”) exists and operates under the provisions of Indiana Code of property, streets and alleys, and other features affecting the acquisition, clearance, replatting, replanning, rezoning, redevelopment or economic development of the Economic Development Area; and the parts of the Economic Development Area that are to be devoted to public ways, levees, sewerage, parks, playgrounds and other public purposes under the Plan (as defined herein);
- WHEREAS, the Consolidated Economic Development Area contains certain residential parcels that are ineligible for allocations of property taxes to be made to the Department;
- WHEREAS, due to processing of county property taxes, having residential properties that are not eligible for allocation to the department may actually result in a decline of revenue to the Department and inaccuracies;
- WHEREAS, the Department finds that removing the ineligible residential parcels from the Consolidated Economic Development Area is in the best interest of the Area and the public;
- WHEREAS, the list of ineligible residential parcels is included herewith as Attachment 1; and,
- WHEREAS, such parcels should be removed from the Consolidated Economic Development Area and their respective Allocation Area by Monroe County.

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

1. The Bloomington Redevelopment Commission finds that the Consolidated Economic Development Area and the Consolidated Economic Development Plan should be revised to remove the ineligible residential parcels listed in Attachment 1 from the Consolidated Economic Development Area and the Consolidated Economic Development Plan.

2. The Bloomington Redevelopment Commission reaffirms that the Plan for the Economic Development Area cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under Sections 2.5, 41 and 43 of the Act because of lack of local public improvements, existence of improvements or conditions that lower the value of the land below that of nearby land, or other similar conditions, including without limitation the cost of the projects contemplated by the Plan and the necessity for requiring the proper use of land so as to best serve the interests of the City and its citizens.

3. The Bloomington Redevelopment Commission hereby finds and determines that the public health and welfare will be benefited by accomplishment of the Plan revision with respect to the Economic Development Area.

4. The accomplishment of the revised Plan for the Economic Development Area will be a public utility and benefit as measured by the attraction or retention of permanent jobs, an increase in the property tax base, improved diversity of the economic base and other similar public benefits.

5. The Commission hereby finds that the Declaratory Resolution and the Plan conform to the comprehensive plan for the City.

6. In support of the findings and determinations set forth in Sections 1 through 5 above, the Commission hereby reaffirms the specific findings set forth in the Plan.

7. This Resolution, together with supporting data, shall be submitted to the City of Bloomington Advisory Plan Commission and the Common Council of the City, as provided by the Act, for the approval of this Resolution, the Plan and the establishment of the Program, and, if approved by the City of Bloomington Advisory Plan Commission and the Common Council of the City, this Resolution and the Plan shall be submitted to public hearing and remonstrance after public notice as required by the Act.

ADOPTED this 3rd day of August, 2026.

## BLOOMINGTON REDEVELOPMENT COMMISSION

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President

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Vice President

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Secretary

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Member

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Member

**EXHIBIT A**

**Map of the Area**

## **Residential Parcels to be Removed**

| <b>TIF Code</b> | <b>Parcel Number</b>     |
|-----------------|--------------------------|
| T53001          | 53-08-05-406-036.000-009 |
| T53001          | 53-08-05-401-079.000-009 |
| T53001          | 53-08-04-310-107.000-009 |
| T53001          | 53-08-05-401-021.000-009 |
| T53001          | 53-08-04-310-041.000-009 |
| T53001          | 53-08-05-406-043.000-009 |
| T53001          | 53-08-04-310-030.000-009 |
| T53001          | 53-08-05-406-013.000-009 |
| T53001          | 53-08-09-207-011.000-009 |
| T53001          | 53-08-05-406-027.000-009 |
| T53001          | 53-08-05-406-026.000-009 |
| T53001          | 53-08-05-406-032.000-009 |
| T53001          | 53-08-04-311-018.000-009 |
| T53001          | 53-08-05-406-024.000-009 |
| T53001          | 53-08-05-400-012.000-009 |
| T53001          | 53-08-09-207-003.000-009 |
| T53001          | 53-08-05-405-001.000-009 |
| T53001          | 53-08-05-405-003.000-009 |
| T53001          | 53-08-08-403-262.000-009 |
| T53001          | 53-01-53-245-000.000-009 |
| T53001          | 53-08-05-406-033.000-009 |
| T53001          | 53-08-09-207-015.000-009 |
| T53001          | 53-08-05-406-028.000-009 |
| T53001          | 53-08-04-311-003.000-009 |
| T53001          | 53-08-05-406-023.000-009 |
| T53001          | 53-08-05-406-046.000-009 |
| T53001          | 53-08-05-406-005.000-009 |
| T53001          | 53-08-05-406-034.000-009 |
| T53001          | 53-08-04-311-020.000-009 |
| T53001          | 53-08-05-406-012.000-009 |
| T53001          | 53-01-55-240-000.000-009 |
| T53001          | 53-08-08-100-059.000-009 |
| T53001          | 53-08-04-311-006.000-009 |
| T53001          | 53-08-04-310-035.000-009 |
| T53001          | 53-08-05-406-002.000-009 |
| T53001          | 53-08-05-406-022.000-009 |
| T53001          | 53-08-05-406-030.000-009 |
| T53001          | 53-08-05-406-015.000-009 |
| T53001          | 53-08-04-305-008.000-009 |
| T53001          | 53-08-04-305-008.004-009 |
| T53001          | 53-08-04-305-008.005-009 |
| T53001          | 53-08-04-305-008.006-009 |



## **Residential Parcels to be Removed**

| <b>TIF Code</b> | <b>Parcel Number</b>     |
|-----------------|--------------------------|
| T53001          | 53-08-04-305-008.007-009 |
| T53001          | 53-08-04-305-008.008-009 |
| T53001          | 53-08-04-305-008.009-009 |
| T53001          | 53-08-04-305-008.010-009 |
| T53001          | 53-08-04-305-008.013-009 |
| T53001          | 53-08-04-305-008.413-009 |
| T53001          | 53-08-04-305-008.513-009 |
| T53001          | 53-08-05-406-008.000-009 |
| T53002          | 53-08-08-100-115.001-009 |
| T53002          | 53-08-08-100-115.002-009 |
| T53002          | 53-08-08-100-115.003-009 |
| T53002          | 53-08-08-100-115.004-009 |
| T53002          | 53-08-08-100-115.005-009 |
| T53002          | 53-08-08-100-115.006-009 |
| T53002          | 53-08-08-100-115.007-009 |
| T53002          | 53-08-08-100-115.009-009 |
| T53002          | 53-08-08-100-115.025-009 |
| T53002          | 53-08-08-100-115.026-009 |
| T53002          | 53-08-08-100-115.027-009 |
| T53002          | 53-08-08-100-115.028-009 |
| T53002          | 53-08-08-100-115.029-009 |
| T53002          | 53-08-08-100-115.030-009 |
| T53002          | 53-08-08-304-001.000-009 |
| T53002          | 53-01-52-189-041.000-009 |
| T53002          | 53-01-52-189-046.000-009 |
| T53002          | 53-01-52-189-047.000-009 |
| T53002          | 53-01-53-194-119.000-009 |
| T53002          | 53-01-53-194-133.000-009 |
| T53004          | 53-05-33-310-112.201-005 |
| T53004          | 53-05-33-310-112.203-005 |
| T53004          | 53-05-33-310-112.205-005 |
| T53004          | 53-05-33-310-112.207-005 |
| T53004          | 53-05-33-310-112.212-005 |
| T53004          | 53-05-33-310-112.301-005 |
| T53004          | 53-05-33-310-112.302-005 |
| T53004          | 53-05-33-310-112.303-005 |
| T53004          | 53-05-33-310-112.304-005 |
| T53004          | 53-05-33-310-112.309-005 |
| T53004          | 53-05-33-310-112.310-005 |
| T53004          | 53-05-33-310-112.400-005 |
| T53004          | 53-01-31-930-011.000-005 |
| T53004          | 53-05-33-306-019.000-005 |

## **Residential Parcels to be Removed**

| <b>TIF Code</b> | <b>Parcel Number</b>     |
|-----------------|--------------------------|
| T53004          | 53-05-33-306-017.000-005 |
| T53004          | 53-05-33-306-018.000-005 |
| T53004          | 53-05-33-306-038.000-005 |
| T53004          | 53-05-33-306-009.000-005 |
| T53004          | 53-05-33-306-010.000-005 |
| T53004          | 53-05-32-413-014.000-005 |
| T53004          | 53-05-32-413-071.000-005 |
| T53005          | 53-01-50-400-059.000-009 |
| T53005          | 53-01-50-400-061.000-009 |
| T53005          | 53-01-50-400-063.000-009 |
| T53005          | 53-08-04-200-069.000-009 |
| T53006          | 53-04-25-102-004.000-011 |
| T53009          | 53-08-05-100-125.000-009 |
| T53020          | 53-05-29-300-012.012-005 |
| T53020          | 53-05-29-000-013.002-005 |
| T53020          | 53-05-29-300-014.014-005 |
| T53020          | 53-05-29-000-033.002-005 |
| T53020          | 53-05-29-000-034.034-005 |
| T53020          | 53-05-32-201-131.015-005 |
| T53020          | 53-05-32-201-071.000-005 |
| T53020          | 53-05-32-201-097.013-005 |
| T53020          | 53-05-32-201-099.011-005 |
| T53020          | 53-05-33-207-011.000-005 |
| T53020          | 53-05-32-100-033.000-005 |
| T53020          | 53-05-33-204-066.000-005 |
| T53020          | 53-05-32-201-089.000-005 |
| T53020          | 53-05-32-106-016.000-005 |
| T53020          | 53-05-29-300-045.012-005 |
| T53020          | 53-05-29-300-045.034-005 |
| T53020          | 53-05-33-202-058.000-005 |
| T53021          | 53-08-04-214-032.000-009 |
| T53021          | 53-08-04-217-005.000-009 |
| T53021          | 53-08-04-203-001.000-009 |
| T53021          | 53-08-04-217-023.000-009 |
| T53022          | 53-08-06-202-019.000-009 |
| T53022          | 53-08-06-202-007.000-009 |
| T53022          | 53-08-06-202-010.000-009 |
| T53022          | 53-08-06-202-002.000-009 |
| T53022          | 53-08-06-202-021.000-009 |
| T53022          | 53-08-06-202-011.000-009 |
| T53022          | 53-08-06-202-004.000-009 |
| T53022          | 53-08-06-202-001.000-009 |

## **Residential Parcels to be Removed**

| <b>TIF Code</b> | <b>Parcel Number</b>     |
|-----------------|--------------------------|
| T53022          | 53-08-06-202-012.000-009 |
| T53022          | 53-08-06-202-017.000-009 |
| T53022          | 53-08-06-202-014.000-009 |
| T53022          | 53-08-06-202-022.000-009 |
| T53022          | 53-08-06-202-006.000-009 |
| T53022          | 53-08-06-202-009.000-009 |
| T53022          | 53-08-06-202-013.000-009 |
| T53022          | 53-08-06-202-005.000-009 |
| T53027          | 53-08-16-204-045.000-009 |
| T53027          | 53-08-16-203-014.000-009 |
| T53027          | 53-08-16-203-016.000-009 |
| T53027          | 53-08-16-203-019.000-009 |
| T53027          | 53-08-16-203-004.000-009 |
| T53027          | 53-08-16-203-025.000-009 |
| T53027          | 53-08-16-203-021.000-009 |
| T53027          | 53-08-16-203-006.000-009 |
| T53027          | 53-08-16-204-041.000-009 |
| T53027          | 53-08-16-203-022.000-009 |
| T53027          | 53-08-16-203-010.000-009 |
| T53027          | 53-08-16-203-012.000-009 |
| T53027          | 53-08-16-203-001.000-009 |
| T53027          | 53-08-16-203-007.000-009 |
| T53027          | 53-08-16-203-003.000-009 |
| T53027          | 53-08-16-204-008.000-009 |
| T53027          | 53-08-16-203-026.000-009 |
| T53027          | 53-08-16-203-023.000-009 |
| T53027          | 53-08-16-203-011.000-009 |
| T53027          | 53-08-16-204-050.000-009 |
| T53027          | 53-08-16-204-030.000-009 |
| T53028          | 53-08-07-400-008.003-009 |
| T53028          | 53-08-07-400-008.004-009 |
| T53028          | 53-08-07-400-008.005-009 |
| T53028          | 53-08-07-400-008.007-009 |
| T53028          | 53-08-07-400-008.010-009 |
| T53028          | 53-08-07-400-008.014-009 |
| T53028          | 53-08-07-400-008.015-009 |
| T53028          | 53-08-07-400-008.016-009 |
| T53028          | 53-08-07-400-008.017-009 |
| T53028          | 53-08-07-400-008.018-009 |
| T53028          | 53-08-07-400-008.020-009 |
| T53028          | 53-08-07-400-008.201-009 |
| T53028          | 53-08-07-400-008.203-009 |

## **Residential Parcels to be Removed**

| <b>TIF Code</b> | <b>Parcel Number</b>     |
|-----------------|--------------------------|
| T53028          | 53-08-07-400-008.213-009 |
| T53028          | 53-08-07-400-008.214-009 |
| T53028          | 53-08-07-400-008.215-009 |
| T53028          | 53-08-07-400-008.216-009 |
| T53028          | 53-08-07-400-008.221-009 |
| T53028          | 53-08-07-400-008.222-009 |
| T53028          | 53-08-07-400-008.223-009 |
| T53028          | 53-08-07-400-008.231-009 |
| T53028          | 53-08-07-400-008.233-009 |
| T53028          | 53-08-07-400-008.235-009 |
| T53028          | 53-08-07-400-008.236-009 |
| T53028          | 53-08-07-400-008.238-009 |
| T53028          | 53-08-07-400-008.239-009 |
| T53028          | 53-08-07-400-008.240-009 |
| T53028          | 53-08-07-400-008.241-009 |
| T53028          | 53-08-07-400-008.242-009 |
| T53028          | 53-08-07-101-009.003-009 |
| T53028          | 53-08-07-101-009.004-009 |
| T53028          | 53-08-07-101-009.007-009 |
| T53028          | 53-08-07-101-009.008-009 |
| T53028          | 53-08-07-101-009.009-009 |
| T53028          | 53-08-07-101-009.010-009 |
| T53028          | 53-01-53-291-011.000-009 |
| T53028          | 53-01-53-291-012.000-009 |
| T53028          | 53-08-07-101-009.013-009 |
| T53028          | 53-08-07-101-009.014-009 |
| T53028          | 53-01-53-291-015.000-009 |
| T53028          | 53-01-53-291-016.000-009 |
| T53028          | 53-08-07-101-009.017-009 |
| T53028          | 53-08-07-101-009.018-009 |
| T53028          | 53-01-53-291-019.000-009 |
| T53028          | 53-01-53-291-020.000-009 |
| T53028          | 53-08-07-101-009.021-009 |
| T53028          | 53-08-07-101-009.023-009 |
| T53028          | 53-08-07-101-009.024-009 |
| T53028          | 53-01-53-291-025.000-009 |
| T53028          | 53-01-53-291-026.000-009 |
| T53028          | 53-01-53-291-027.000-009 |
| T53028          | 53-01-53-291-028.000-009 |
| T53028          | 53-01-53-291-029.000-009 |
| T53028          | 53-08-07-101-009.031-009 |
| T53028          | 53-08-07-101-009.032-009 |

## **Residential Parcels to be Removed**

| <b>TIF Code</b> | <b>Parcel Number</b>     |
|-----------------|--------------------------|
| T53028          | 53-08-07-101-009.033-009 |
| T53028          | 53-08-07-101-009.034-009 |
| T53028          | 53-08-07-101-009.035-009 |
| T53028          | 53-08-07-101-009.036-009 |
| T53028          | 53-01-53-291-037.000-009 |
| T53028          | 53-01-53-291-038.000-009 |
| T53028          | 53-01-53-291-039.000-009 |
| T53028          | 53-01-53-291-040.000-009 |
| T53028          | 53-01-53-291-041.000-009 |
| T53028          | 53-01-53-291-042.000-009 |
| T53028          | 53-01-53-291-043.000-009 |
| T53028          | 53-01-53-291-044.000-009 |
| T53028          | 53-01-53-291-045.000-009 |
| T53028          | 53-01-53-291-046.000-009 |
| T53028          | 53-01-53-291-047.000-009 |
| T53028          | 53-01-53-291-048.000-009 |
| T53028          | 53-01-53-291-049.000-009 |
| T53029          | 53-08-07-403-002.000-009 |

**RESOLUTION OF THE  
BLOOMINGTON REDEVELOPMENT COMMISSION**

**APPROVAL OF LEASE AT THE FORGE WITH  
PROMETHEUS ENERGETICS, LLC**

- WHEREAS, the Redevelopment Commission of the City of Bloomington ("RDC") owns real property and buildings within the Bloomington Certified Tech Park known as the Trades District;
- WHEREAS, on September 3, 2021, the US Economic Development Administration (EDA) awarded a \$3.5 million CARES Act Recovery Assistance Grant ("EDA Grant") to the City of Bloomington, the RDC, and the Bloomington Economic Development Corporation as co applicants, to support the construction of a tech center now known as The Forge;
- WHEREAS, the RDC approved a model lease for the Forge in Resolution 24-31, and the model lease was subsequently approved by the EDA;
- WHEREAS, as part of the EDA Grant programming, the RDC agreed to lease space with the Forge to businesses that would support the mission of the Trades District and the Forge, and the RDC authorized the Dimension Mill, Inc. ("The Mill") to act as its representative in managing and leasing the Forge in Resolution 24-68;
- WHEREAS, by Resolution 25-154, the RDC approved a lease with Prometheus Energetics, LLC to lease Unit 101 in the Forge;
- WHEREAS, said lease included a Right of First Refusal to lease the adjacent Unit 100 and Prometheus Energetics, LLC, chooses to exercise that right;
- WHEREAS, The Mill has negotiated a new lease with Prometheus Energetics, LLC , for both Units 100 and 101 as detailed in their memorandum to the RDC included herewith as Attachment 1; and,
- WHEREAS, The lease negotiated with Prometheus Energetics, LLC, is included herewith as Attachment 2 and the RDC finds it is in the best interest of the Trades District and the Consolidated EDA to approve the lease.

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

1. The Bloomington Redevelopment Commission reaffirms its support for the project and finds that leasing the additional unit within the Forge will enhance the City, the Consolidated TIF, and the Trades District.
2. The Bloomington Redevelopment Commission hereby approves the expanded Lease with Prometheus Energetics, LLC attached to this Resolution as Attachment 2.
3. The Bloomington Redevelopment Commission authorizes City Staff to perform any and all functions and activities necessary to effectuate the purposes of this Resolution.

**BLOOMINGTON REDEVELOPMENT COMMISSION**

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Deborah Myerson, President

ATTEST:

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John West, Secretary

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DATE

# MEMORANDUM

**TO:** Bloomington Redevelopment Commission  
**FROM:** John Fernandez, CEO, Amplify Bloomington  
**DATE:** July 28, 2026  
**RE:** Approval of New Lease — Prometheus Energetics, The Forge (Units 100 & 101)

## Purpose

This memo requests Bloomington Redevelopment Commission (“RDC”) approval of a new lease between Amplify Bloomington and Prometheus Energetics for Units 100 and 101 at The Forge. The new lease replaces the lease approved by the RDC on December 15, 2025, and reflects Prometheus Energetics’ exercise of its right of first refusal on the adjacent Unit 100.

## Background

On December 15, 2025, the RDC approved a lease with Prometheus Energetics for approximately 2,400 square feet in Unit 101 at The Forge. That lease included a right of first refusal on Unit 100, an adjacent space of approximately 1,800 square feet.

Prometheus Energetics has since exercised that right of first refusal. The new lease before the RDC today expands the premises to include both Unit 100 and Unit 101 and carries forward all other terms of the December 2025 lease, as described below.

## Key Terms of the New Lease

- **Replacement of Prior Lease:** The new lease replaces the December 2025 lease in its entirety but carries forward all of the same terms, except as modified below.
- **Interim Period:** Rent, CAM charges, and electric service for Prometheus Energetics’ current space (Unit 101) continue unchanged under the terms of the December 2025 lease until the new Commencement Date.
- **New Commencement Date:** The Commencement Date for the combined premises will be the earlier of (i) 150 days following execution of the new lease, or (ii) substantial completion of the planned tenant improvements to Unit 100.
- **Rent for Combined Premises:** Beginning on the new Commencement Date, Prometheus Energetics will pay rent and CAM charges for the combined premises (Units 100 & 101) at a rate of \$21.53/SF and \$7.88/SF, respectively.
- **Lease Term:** The new lease has a term of three (3) years, with the right to extend for three (3) additional one (1) year periods.
- **Tenant Improvement Allowance:** Consistent with the current lease, Prometheus Energetics will receive a tenant improvement allowance of \$166/SF for the additional Unit 100 space (\$298,800 total), to be funded, subject to Trades District Advisory Board approval, by grant funds received by Indiana University to support accelerated development of the Trades District.

## Financial Summary — Rent & CAM (Combined Premises)

| Item                           | Monthly            | Annually            |
|--------------------------------|--------------------|---------------------|
| Base Rent (\$21.53/SF)         | \$7,415.29         | \$88,983.49         |
| CAM Charges (\$7.88/SF)        | \$2,714.04         | \$32,585.45         |
| <b>Total (Base Rent + CAM)</b> | <b>\$10,129.33</b> | <b>\$121,568.94</b> |



## Tenant Improvement Allowance

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| Item               | Detail                                                                                             |
|--------------------|----------------------------------------------------------------------------------------------------|
| TI Allowance Rate  | \$166/SF (Unit 100 only)                                                                           |
| Total TI Allowance | \$298,800 (~1,800 SF × \$166/SF)                                                                   |
| Funding Source     | IU grant funds for Trades District development, subject to Trades District Advisory Board approval |

## Request

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Amplify Bloomington respectfully requests that the RDC approve the new lease with Prometheus Energetics for the combined Units 100 and 101 at The Forge, on the terms described above. I am happy to answer any questions or provide the full lease document for the Commission's review.

Respectfully submitted,

**John Fernandez**

Chief Executive Officer, Amplify Bloomington

**TRADES DISTRICT THE FORGE  
LEASE**

THIS LEASE is made and entered into as of the 1st day of August 2026, by and between **DIMENSION MILL, INC. (dba Amplify Bloomington)** an Indiana non-profit organization, hereinafter referred to as “Amplify”, and **Prometheus Energetics, LLC**, hereinafter referred to as “Tenant”.

WITNESSETH:

WHEREAS, the Bloomington Redevelopment Commission (“RDC”), owner of the Trades District Technology Center (a.k.a “The Forge”), granted Amplify exclusive authority to operate and manage The Forge, consistent with the Trades District & Technology Center Agreement and US Economic Development Administration (“EDA”) grant;

WHEREAS, the RDC and Tenant executed a lease for The Forge, Unit 101, on December 15, 2025 (“Initial Lease”) attached hereto as Exhibit A; and

WHEREAS Tenant desires to expand their office space at The Forge, to include Unit 100;

WHEREAS the RDC and Tenant desire to terminate the Initial Lease and enter a new lease that includes Units 100 and 101 (the “Unit”), in accordance with the terms and conditions provided herein.

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

**1. Description of Premises.** The Unit consists of approximately 4,133 useable square feet and approximately 3,978 square feet of common area. The “Premises” leased by Tenant, which consists of Units 100 and 101 located on the 1st floor, has the approximate configuration and location shown on the Floor Plan attached hereto as **Exhibit B** and made a part hereof. Non-exclusive space which is made available to Tenant shall include the common lobby areas, social hub, restrooms, conference/training room, focus booths, roof top deck and outdoor plaza. Tenant shall pay pro rata share of rent for said space. The Forge is a “smoke free facility”; smoking is permitted outside only, and Tenant will notify Tenant’s employees or its guests of The Forge’s smoking policy, which includes smoking outside only and not discarding cigarettes, etc. on the sidewalks, parking areas, etc.

## **2. Initial Term; Commencement Date.**

2(a). The initial term of this Lease shall commence upon substantial completion of the Tenant Improvements or 150 days after RDC approval of the fully executed lease by Tenant and Amplify, whichever is earlier (the "Commencement Date") and shall continue for three (3) years after the Commencement Date. Amplify shall have no responsibility or liability whatsoever for any loss or damage to any of Tenant's leasehold improvements, trade fixtures, equipment or merchandise installed or left in the Premises prior to the Commencement Date. Upon Lease Execution, Tenant will be granted full uninterrupted access to the Premises for the purposes of Tenant Improvements construction in accordance with Tenant's Plans and Specifications as set forth in Section 4 below. Tenant's entry upon and occupancy of the Premises prior to the Commencement Date shall be only with Amplify's prior written approval and shall be governed by and subject to the provisions, covenants and condition of this Lease with respect to insurance, indemnity, remedies and mechanic's liens. Tenant shall not interfere with the performance of work by Amplify, if applicable, in the Premises and any right of entry or occupancy by Tenant prior to the Commencement Date shall be subject to Amplify's right of non-interference.

2(b). Extension. Upon the expiration of the initial term, if Tenant is not in default, Amplify hereby grants to Tenant the right to extend the term of this Lease for three (3) additional one (1) year periods. The Base Rent payable by Tenant for year 1 of the first extension period shall be \$23.19 per square foot and shall increase each one-year anniversary of the extension period by two and a half percent (2.5%). To exercise its option, Tenant must give written notice to Amplify at least ninety (90) days prior to the expiration of the initial term or any extensions thereof. If Tenant fails to give written notice of extension to Amplify within the time specified herein, or if this Lease is terminated, any subsequent options to extend shall expire and be on no force or effect. The exercise of any option to extend shall be ineffective if Tenant is in default on the last day of the prior term.

**3. Rent and other sums due.** Except as otherwise provided in Addendum 1, attached hereto and incorporated herein by this reference, Tenant covenants and agrees to pay Amplify at the address stated herein, or to such other person or at such other place as Amplify may designate in writing, for the period commencing on the Commencement Date and continuing thereafter throughout the Term, as rent hereunder, (i) Base Rent (as hereinafter defined), plus (ii) any and all additional rent consisting of such sums and charges that come due under the terms and conditions of this Lease other than Base Rent

(any and all such sums and charges hereinafter referred to as “Additional Rent”). Rent payments shall be due on the first day of each month during the lease term.

3(a). Base Rent. Base Rent is calculated as follows:

|                       |                   |
|-----------------------|-------------------|
| Leased Area:          | 4,133 square feet |
| Rent Per Square Foot: | \$21.53           |
| Annual Base Rent:     | \$88,983.49       |
| Monthly Base Rent:    | \$7,415.29        |

Prior to the Commencement Date set forth in Section 2(a) above, Tenant shall continue paying the monthly rent, CAM and electric service expenses for Unit 101 as set forth in the Initial Lease.

3(b). Building Common Area Costs and Tenant Expenses. It is the intention that this Lease shall be a Triple Net Lease (NNN) to reimburse Amplify and without limiting the generality of the foregoing, Tenant shall be required to pay 31.95% [Premises SF/Total RSF, (4,133 /12,936sf)] of the following charges and operating expenses as Additional Rent known as Common Area Maintenance (“CAM”) charges (“CAM Costs”) in addition to the Base Rent. The annual CAM Costs for the initial year of the Lease shall be \$7.88 per square foot (\$32,568.45). These CAM charges of actual expenses will be billed in arrears on a monthly basis:

CAM Costs include:

- All real estate taxes, and all other assessments and duties, including local improvements, levied against The Forge and the lands adjacent thereto.
- All water, internet and common area electric service and insurance premiums with respect to The Forge.
- All costs with respect to the maintenance, operation, repair, replacement and upkeep of The Forge, adjacent land and the common areas, including without limiting the generality of the foregoing, janitorial (twice a week), trash pickup, snow removal, and normal maintenance, landscape care, exterior lighting, management fee (2% of gross rent), and all insurance placed from time to time by Amplify in connection therewith. Maintenance, repair, and replacement all mechanical systems (e.g. HVAC, etc.).

CAM Costs do not include the cost of electricity for the Premises. The Premises is separately metered for electric charges, and Tenant shall pay for all electric utilities when due and shall hold Amplify harmless. Amplify shall not in any way be liable or responsible to Tenant for any loss, damage, or expense that Tenant may sustain or incur, if the quantity or character of any utility service is changed or suspended because of

conditions beyond Amplify's control. All telephone and/or security equipment, services and connectivity charges will solely be the responsibility of the Tenant.

At end of initial lease year, Amplify and Tenant will review The Forge CAM Costs and do a 'true up' based on actual annual operating expenses.

**Initial Monthly Rent and Additional Rent payments:**

|                       | Monthly            | Annually            |
|-----------------------|--------------------|---------------------|
| Base Rent             | \$7,415.29         | \$88,983.49         |
| CAM Costs             | \$2,714.04         | \$32,568.45         |
|                       |                    |                     |
| <b>TOTAL<br/>RENT</b> | <b>\$10,129.33</b> | <b>\$121,551.94</b> |

4. **Landlord & Tenant Improvements.** Prior to the Lease Commencement Date, Amplify shall construct all Landlord Improvements, constituting any work required to put the Premises in a 'grey box' shell condition ready for the installation of tenant improvements ("**Landlord Improvements**"). Landlord Improvements include:

Unfinished floors/concrete slab

Premises demised within The Forge, but no interior partitioned walls

The drywall has been painted P1 (Sherwin Williams SW7005 Pure White)

Basic HVAC infrastructure installed within Premises but requires ductwork installation

Sprinkler system installed in Premises

Suspended linear light fixtures are installed in all tenant spaces with general light switches

No plumbing fixtures

No ceiling finishes

No ceiling tiles or lighting fixtures.

Delivering the Premises to Tenant in compliance with all applicable rules and regulations and with the structural, roof and waterproofing, mechanical, HVAC, electrical, and plumbing elements in good working order.

Any additional installations or work outside of the Landlord Improvements shall constitute **Tenant Improvements**. The Tenant Improvements shall be performed by the Tenant in accordance with plans and specifications approved by Tenant and Amplify (the "**Plans and Specifications**"). Tenant shall submit detailed improvement plans, including timeline for completion, to Amplify for Amplify's written approval of said work prior to any work commencing. Amplify shall have fifteen (15) business days to approve or reject

Tenant's submitted improvement plans. Tenant shall be responsible for coordinating Tenant's architect and contractor and obtaining all required approvals, permits and necessary governmental documentation specific to Tenant's improvements and use. The Tenant shall commence and diligently pursue Substantial Completion of the Tenant Improvements in accordance with the timelines provided and approved by Amplify.

4(a). Landlord Improvement Warranties. Amplify warrants to Tenant that all materials and equipment furnished by Amplify in connection with any Landlord Improvements in the Premises shall be new unless otherwise specified, and that all of Landlord Improvements shall be of good and workmanlike quality, free from faults and defects.

4(b). Cost of Tenant Improvements. Amplify shall provide to Tenant a tenant improvement allowance of one hundred and sixty-six dollars (\$166.00) per rentable square foot for a total of two hundred ninety-eight thousand and eight hundred Dollars (\$298,800) (the "**Tenant Improvement Allowance**") to be applied towards the actual costs incurred by Tenant for the Tenant Improvements for Unit 100. Amplify shall pay Tenant the full amount of the Tenant Improvement Allowance on a progress billing bases or upon substantial completion of the Tenant Improvements. Tenant shall provide Amplify copies of paid invoices for the Tenant Improvement expenses. If Tenant's improvements expenses are less than the Tenant Improvement Allowance, the balance shall be retained by Amplify.

For these purposes, Tenant Improvements shall be defined as all hard and soft costs, any and all construction, professional services, consulting services, furniture, fixtures, equipment, wiring (IT and/or telecommunications) and/or other work and/or services required for Tenant to commence occupancy in the Premises and/or beneficial use of the Premises for the purposes of conducting its business.

**5. Late Payments.** Tenant shall pay a late charge equal to 8% of the required monthly payment for each Base Rent or Additional Rent payment that is not paid within seven (7) days after the due date for such payment.

**6. Damage Deposit.** Upon execution of this Lease, Tenant will provide Amplify a payment equal to one monthly payment of Base Rent as a damage deposit ("Deposit"). Upon termination of this Lease and move-out by the Tenant, the parties will inspect the Premises and determine if there are damages that require repair, in which case the Deposit provided may be used for such purpose at the reasonable discretion of Amplify. In the event there are no damages, the Deposit shall be returned to Tenant within thirty (30) days.

**7. Possession.** Tenant shall be entitled to use of the Premises for its business operations on the Commencement Date and shall vacate the Premises and return possession to Amplify upon termination. At no time may Tenant sublease or allow use of all or any part of the Premises to any other person or entity (except for Tenant's parent companies) without the express written permission of Amplify. Upon execution of this Lease, Amplify shall give Tenant early access to the Premises so that Tenant can complete its Tenant Improvements.

**8. Furniture.** Premises will not be provided with furnishings by Amplify. The Tenant may furnish the Premises and upon termination of this Lease, shall remove all personal property and trade fixtures, leaving the Premises in the condition described in Section 11 below.

**9. Premises and The Forge Use.** Tenant may use the Premises and The Forge for activities related to the Tenant's business only. The Premises and The Forge may not be used for any other purpose, except upon the prior written consent of Amplify. Use of the Premises and The Forge is subject both to this Lease and any Rules of Operation, adopted and amended from time to time by Amplify. The Forge will provide Tenant with the Rules of Operation and any amendments thereto during the term of this Lease, which are also available on The Forge website.

**10. Compliance with EDA Restrictive Covenants.**

10(a). Tenant and Amplify acknowledge that the premises were improved, in part, with funding from EDA and are subject to the terms and conditions of the EDA financial assistance award and applicable EDA Property Management regulations. Consequently, all recipients or owners and/or their successors and assigns agree as follows:

i. Real property or equipment acquired or improved with EDA Investment Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the financial assistance award and EDA policies including non-relocation, adequate consideration and environmental compliance. Further, said property may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. § 302.20 or for inherently religious activities prohibited by applicable federal law.

ii. Tenant agrees to provide Amplify and EDA with any document, evidence or report required to assure compliance with federal and state law, including but not limited to applicable federal and state environmental laws.

iii. Any deeds or instruments of conveyance shall contain a covenant which shall prohibit the use of the subject property for any purpose other than the authorized purpose of the EDA award. This covenant shall remain in effect for 20 years, the EDA-defined useful life of the facilities.

10(b). *Civil Rights*. Tenant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, religion, sex, age or physical or mental disability. By entering this Agreement, the Tenant agrees to comply with all applicable federal, state, and local non-discrimination requirements including without limitation:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Department of Commerce (“DOC”) implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;

ii. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

iii. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;

iv. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance;

v. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

vi. City of Bloomington’s Anti-Discrimination Ordinance found in Bloomington Municipal Code 2.23.100 through 2.23.240, or any amendments or recodifications thereto; and



vii. Any other applicable non-discrimination laws.

10(c). *Audits and Inspections.* At any time during normal business hours and as frequently as is deemed necessary, Tenant shall make available to Amplify and the Economic Development Administration (EDA) or EDA's authorized agents, for their examination, all of its records pertaining to matters covered by this Lease and only matters relating to the Lease.

10(d). *Retention of Records.* All records in the possession of the Lease pertaining to this Lease shall be retained for a period of three years after the expiration of the Lease or any extensions thereof. All records shall be retained beyond the three-year period if audit findings have not been resolved within that period or if other disputes have not been resolved.

11. **Improvements.** Tenant may not make any structural or material changes to the Premises without the prior written consent of Amplify. At the end of the term, Tenant shall remove Tenant's trade fixtures, personal property, and decorations and shall restore the Premises to substantially the same condition as at the commencement of the Lease, ordinary wear and tear excepted. Tenant shall be liable for any direct damages to the Premises or areas of The Forge caused by Tenant (or its guests or invitees) and shall promptly pay for any such damages upon request of Amplify.

12. **Maintenance.** Amplify shall maintain The Forge and the Tenant shall keep the Premises clean and not allow trash to accumulate. Trash must be placed in designated areas. Upon use of any other area of The Forge, the Tenant and its invitees and guests, if any, shall keep the area in good condition and take care to clean up and provide general housekeeping in areas used.

13. **Signage and Decoration.** Tenant will not install signage or decorations without prior written consent of Amplify. Amplify shall work with Tenant to develop corporate signage, provided that all signage must follow Bloomington Municipal Code.

14. **Access.** Upon reasonable notice to Tenant and subject to Tenant's security policies, Amplify shall have the right to enter the Premises to make inspections, provide necessary services, or (during the last six (6) months of the Lease term) show the unit to prospective tenants or others, as deemed reasonably necessary in Amplify's sole discretion. In case of an emergency, as determined by Amplify or public authorities, in its reasonable discretion, Amplify or emergency personnel may enter the Premises without notice.

**15. Property Insurance.** The Tenant shall be responsible to insure for its business and personal property used in connection with its business or otherwise placed in The Forge and shall indemnify and hold Amplify and the RDC harmless therefrom, except to the extent damage to its business or personal property is caused by Amplify's or RDC's breach of the terms of this Lease, gross negligence or material misconduct.

**16. Liability Insurance.** Tenant shall maintain public liability insurance with personal injury limits of at least \$1,000,000.00 for injury to one person and \$3,000,000.00 for any one accident, and a limit of at least \$1,000,000.00 for damage to the property. Tenant shall deliver a certificate of insurance to Amplify and both Amplify and the RDC shall be named as additional insureds. Amplify or the RDC shall have the right to require that Amplify receive advance notice of any termination of such insurance policies.

**17. Indemnity.** Except for that which arises from Amplify's or the RDC's gross negligence or material misconduct, Tenant agrees to indemnify, hold harmless, and defend (with counsel selected and controlled by Tenant, which shall be reasonably acceptable to Amplify) Amplify and the RDC from and against any and all losses, claims, liabilities and expenses, including reasonable attorneys' fees, if any, which Amplify or the RDC may suffer or incur in connection with Tenant's use or occupation of The Forge, or its business operated from the Premises or The Forge, which indemnity shall survive termination of this Lease.

**18. Dangerous Materials.** Tenant agrees, at its sole cost and expense, to comply with all valid and applicable local, state and federal environmental laws and regulations concerning the storage, handling, use, transportation and disposal of dangerous or hazardous materials and/or hazardous substances ("Hazardous Substances" as defined by law). Tenant agrees, at its sole cost and expense, to indemnify, protect and save harmless Amplify and the RDC from and against all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or other expenses, including reasonable attorneys' and expert fees which may at any time be imposed upon, incurred by or asserted or awarded against Amplify or the RDC arising from or out of Tenant's storage, handling, use, transportation or disposal of Hazardous Substances on, in or about The Forge. This indemnity shall survive termination of this Lease and shall include, without limitation, damages incurred, and all of the reasonable costs of removal and mitigation.

**19. Taxes.** Taxes and assessments attributable to The Forge shall be allocated as follows:

19(a). Amplify shall pay all real estate taxes and assessment as may be applicable from time-to-time; and

19(b). Tenant shall pay all personal and business property taxes and any other charges which may be levied against The Forge which are attributable to Tenant's use or occupation of The Forge, or its business operated in The Forge.

## **20. Assignment and Subletting**

20(a). Tenant shall not assign, sublet, transfer, or encumber this Lease, or any interest therein, without the prior written consent of Amplify, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Tenant may assign or transfer this Lease without Amplify's consent (but upon written notice to Amplify) in the event of (i) a merger, consolidation, or reorganization of Tenant, or (ii) the transfer of all or substantially all of Tenant's assets, or (iii) a change in the ownership structure of Tenant, provided that in each such case, the assignee or transferee (A) is a successor entity that is financially solvent, (B) assumes all of Tenant's obligations under this Lease, and (C) operates a business of the same nature and character as Tenant's business under this Lease.

20(b). Conditions of Assignment or Transfer. Notwithstanding the above, Tenant shall remain fully liable for all obligations under this Lease, including but not limited to the payment of rent, following any assignment, transfer, or change in corporate structure. Any assignment or transfer of this Lease shall be subject to the terms and conditions of this Lease, and the assignee or transferee shall be bound by all provisions hereof as if it were the original Tenant.

20(c). Notice to Landlord. Tenant shall provide Landlord with written notice of any assignment or transfer under this provision at least thirty (30) days prior to the effective date of such assignment or transfer, which notice shall include relevant details regarding the assignee or transferee and the nature of the acquisition or restructuring. Landlord shall respond to Tenant's written notice of any assignment or transfer within fifteen (15) business days.

20(d). Landlord's Right to Recapture. If Tenant assigns or transfers this Lease, Amplify shall have no right to recapture the Premises unless otherwise specifically provided in this Lease.

**21. Destruction, Condemnation or Force Majeure.** If The Forge is partially destroyed in a manner that prevents the conducting of Tenant's business in a usual and customary manner, and if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction, Amplify and RDC, at its election, may repair The Forge.

Payment under this Lease shall abate during the period of days the Premises cannot be used by the Tenant, provided that the damages and destruction were not caused by the Tenant. If Amplify and RDC are prevented from repairing the damage by forces beyond Amplify and RDC's control, or if the property is condemned, this Lease shall terminate. Upon an occurrence that would be considered *force majeure*, which are conditions that prevent performance of this Lease by either party due to, without limitation, riot, acts of war, natural disasters, pandemic or other causes beyond the control of either party, the affected party shall provide prompt written notice to the other party, and all obligations under this Lease shall be suspended for as long as such force majeure event continues, provided that the affected party continues to exercise diligent efforts to recommence performance to whatever extent possible.

**22. Liens.** This Lease does not authorize the performance of any labor or services or the furnishing of any materials for the alteration or repair; nor does it grant Tenant the right to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien to The Forge or any of Amplify's or the RDC's property. Tenant shall not permit any Statement of Intention to Hold a Mechanic's Lien ("Statement") to be filed against The Forge or any part thereof nor against any interest therein by reason of labor, services or materials claimed to have been performed or furnished to or for Tenant. If a Statement is filed, Amplify, at its option, may compel the prosecution of an action for the foreclosure of such mechanic's lien, and if such an action is commenced, Tenant, upon demand by Amplify, shall cause the lien to be released by the filing of a written undertaking with an approved surety and obtaining a court order releasing The Forge from such lien.

**23. Default.** Tenant shall be in default of this Lease if Tenant fails to fulfill any obligation or term hereunder. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within fifteen (15) days (or any other obligation within thirty (30) days after written notice of such default is provided by Amplify to Tenant), Amplify may take possession of the Premises without further notice, and without prejudicing Amplify's rights to damages. In the alternative, Amplify may elect to cure any default and the cost of such action shall be added to Tenant's financial obligation under this Lease, which sum shall accrue interest at 8%. Tenant shall pay all costs, damages, and expenses suffered by Amplify by reason of Tenant's defaults, including reasonable attorneys' fees.

**24. Cumulative Rights.** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

25. **Notice.** Notices shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, or national overnight courier addressed as follows:

Amplify: Amplify Bloomington  
642 North Madison Street  
Bloomington, IN 47404

Copy to: Bloomington Redevelopment Commission  
P.O. Box 100  
Bloomington, IN 47402

Tenant: Prometheus Energetics, LLC  
617 N. Madison Street, Unit 101  
Bloomington, IN 47404

Such address may be changed from time to time by either party by providing notice as set forth above.

26. **Entire Lease.** Except for the Rules of Operation which may be amended from time-to-time (with updated versions provided to Tenant), this document contains the entire Lease of the parties with regard to the subject matter stated. This Lease supersedes any prior written or oral Leases between the parties, and this Lease may be modified or amended in writing, as agreed by the parties hereto.

27. **Severability.** If any portion of this Lease shall be declared invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

28. **Venue and Choice of Law.** In any dispute that arises under this License, the parties agree that the proper venue for any legal action shall be County of Monroe, State of Indiana.

29. **Mill Membership.** At no additional cost, Tenant shall obtain a special Mill membership providing access to additional conference rooms and discounted use of Amplify's event hall.

30. **Parking.** Tenant shall have the right but not the obligation to lease parking spaces on a monthly basis in the Trades District Parking Garage at the prevailing rate as set by the City of Bloomington Parking Services.

So agreed on the date first written above.

Amplify Bloomington

By: \_\_\_\_\_

John Fernandez

Its: Chief Executive Officer

TENANT: PROMETHEUS ENERGETICS, LLC

By: \_\_\_\_\_

\_\_\_\_\_  
Daniel M Merenda

Its: \_\_\_\_\_  
Chief Operating Officer

By: \_\_\_\_\_

\_\_\_\_\_  
Jeffrey J. Gilbert

Its: \_\_\_\_\_  
Director of Supply Chain & Contracts

**EXHIBIT A**

**(Initial Lease)**

## **EXHIBIT B**

### **DESCRIPTION OF PREMISES**

The property to be leased is commonly known as 617 N. Madison Street, Units 100 and 101, Bloomington, Indiana 47404, and is located at the corner of Makers Way and N. Madison Street, Bloomington, Indiana 47404.

**(Floor Plan with Dimensions Attached)**



**ADDENDUM 1 - RENT ADJUSTMENTS TO LEASE AGREEMENT DATED**

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**BY AND BETWEEN**

**Prometheus Energetics, LLC**

**AND**

**AMPLIFY**

The Monthly Rent payable by Tenant shall be increased on each anniversary of the Rent Commencement Date by 2.5% of the Monthly Rent in effect in the month immediately preceding such anniversary of the Rent Commencement Date.