

AGENDA
REDEVELOPMENT COMMISSION
January 27, 2025, at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
Council Chambers, Suite 115

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

<https://bloomington.zoom.us/j/83882175222?pwd=JptQCP9hJCSekZdP75G02t05xaTNtO.1>

- I. ROLL CALL**
- II. READING OF THE MINUTES** –December 16, 2024
- III. EXAMINATION OF CLAIM REGISTERS** – December 6, 2024, for \$279,583.64; December 20, 2024, for \$5,551,570.77; December 26, 2024, for \$1,375,285.83; January 17, 2025, for \$3,773.10
- IV. EXAMINATION OF PAYROLL REGISTERS** – December 13, 2024, for \$46,000.39; December 27, 2024 for \$40,911.63; January 10, 2025, for \$44,011.74
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. Business Development Update
 - E. Hopewell Update
- VI. NEW BUSINESS**
 - A. Resolution 25-01:** Approval of the 2025 RDC Commission Schedule
 - B. Resolution 25-02:** Approval of Maintenance of RDC Owned Property
 - C. Resolution 25-03:** Approval of Funding for Appraisals for Property in the Allocation Areas
 - D. Resolution 25-04:** Approval of Lease with Vivum AI
 - E. Resolution 25-05:** Approval Amendment 3 For Architectural and Engineering Services with Axis Architecture Interiors LLC, For the Forge
 - F. Resolution 25-06:** Approval of 2nd Amendment to CDBG Centerstone Agreement for Repair/Replacement of Fire Sprinkler System
 - G. Resolution 25-07:** Approval of CDBG Funding Agreement For the Replacement of Siding at LifeDesigns

- H. Resolution 25-08:** Approval of CDBG Funding Agreement For the Repair/Replacement of Flooring in Monroe County United Ministries Compass Early Learning Center
- I. Resolution 25-09:** Approval of CDBG Funding Agreement For the Installation of Rooftop Solar Panels and Generators at the New Hope Family Shelter.
- J. Resolution 25-10:** Approval of CDBG Funding Agreement For the Construction of the Summit Hill Early Learning Center & Installation of Outdoor Classroom/Playground
- K. Resolution 25-11:** Approval of Amendment to CDBG Funding Agreement For the Installation of Safety Equipment, Security Cameras and Monitoring Equipment at the Boys & Girls Club.
- L. Resolution 25-12:** Approval of the CDBG Funding Agreement For Friend's Place Shelter Operated by Beacon, Inc.
- M. Resolution 25-13:** Approval of the CDBG Funding Agreement For New Leaf New Life
- N. Resolution 25-14:** Approval of the CDBG Funding Agreement For Mother Hubbard's Cupboard
- O. Resolution 25-15:** Approval of CDBG Funding Agreement For Monroe County United Ministries
- P. Resolution 25-16:** Approval of CDBG Funding Agreement For New Wings Emergency Shelter Operated By Middle Way House
- Q. Resolution 25-17:** Approval of CDBG Funding Agreement For Hoosier Hills Food Bank
- R. Resolution 25-18:** Approval of CDBG Funding Agreement for Community Kitchen

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA
met on Monday, December 16, 2024, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, Room 135, and via Zoom, with President Deborah Myerson presiding:
<https://catstv.net/m.php?q=14083>

I. ROLL CALL

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

Commissioners Absent: Sam Fleener (MCCSC Representative)

City Staff Present: Anna Killion-Hanson, Director, Housing & Neighborhood Development (HAND); Larry Allen, City Attorney, Legal Department; Jane Kupersmith, Director, Economic & Sustainable Development (ESD); Jessica McClellan, City Controller; Cheryl Gilliland, Deputy Controller

Others Present: John Fernandez, Senior Vice-President, The Mill; Mary Krupinski, J.S. Held; Dave Askins, B-Square Bulletin; Jen Pearl, Bloomington Economic Development Corporation

II. READING OF THE MINUTES: John West moved to approve the December 2, 2024 minutes. Sue Sgambelluri seconded the motion. Randy Cassady abstained. The motion passed 4-0-1.

III. EXAMINATION OF CLAIM REGISTERS: Laurie McRobbie moved to approve the claims registers for November 8, 2024, for \$1,234,058.53 and November 22, 2024, for \$1,425,593.27. Randy Cassady seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS: Sue Sgambelluri moved to approve the payroll register for November 27, 2024, for \$42,348.47. Laurie McRobbie seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report: Anna Killion-Hanson was available to answer questions.

B. Treasurer's Report: Jessica McClellan briefly reviewed the TIF status report.

C. Legal Report: Larry Allen reported that tonight is his last RDC meeting. His last day at the City of Bloomington is December 31, 2024. Commissioners and staff thanked Allen for all of his hard work and dedication to the City.

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

E. Trade District Updates: John Fernandez was available to answer questions.

F. Hopewell Update: Mary Krupinski reported receiving three responses for the Hopewell South public offering. U3 Advisors are reviewing the responses.

VI. NEW BUSINESS

A. Resolution 24-88: Approval of Forge Lease Agreement with Branchfire, Inc. d.b.a. Folia.

John Fernandez stated that the lease agreement between the Forge and Folia was discussed at the previous RDC meeting and was postponed until tonight's meeting. Fernandez reviewed the changes made to the agreement since the last meeting.

At the previous meeting, commissioners noted that parking details should probably be added to the lease. Fernandez stated that Section 30 was added to the end of the lease which states that tenants shall have the right but not the obligation to lease parking spaces monthly at the Trades District parking garage at the prevailing rate set by the City of Bloomington Parking Services.

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

Randy Cassady moved to approve Resolution 24-88. Sue Sgambelluri seconded the motion. The motion passed unanimously.

B. Resolution 24-89: Conveyance Agreement for Kohr Building Parcel in Hopewell.

Larry Allen explained that the RDC received a proposal from Brinshore to redevelop the Kohr Building into affordable housing in partnership with the Bloomington Housing Authority and Centerstone. Under the submitted proposal, the RDC would convey the real estate lot to the Bloomington Housing Authority, and the property's limited partnership would own and operate the improvements and completed affordable housing complex. The RDC approved Resolution 23-53, approving the submission of a site control letter that stated its support for the project and the RDC's intent to convey the parcel. This Resolution is to approve the conveyance agreement with Bloomington Housing Authority for the sale of the Kohr property.

Allen answered questions from the commissioners.

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

John West moved to approve Resolution 24-89. Sue Sgambelluri seconded the motion. The motion passed unanimously.

C. Resolution 24-90: Amendment to Agreement with Studio Axis for the Forge Design.

Jane Kupersmith stated that the RDC approved an agreement with Axis to provide design services for the Forge project, which was first amended in Resolution 22-96. The total amount for the agreement as amended was \$411,532.50. Staff have negotiated a second amendment to the agreement to add reimbursable expenses not initially contemplated when the agreement was approved. The reimbursable costs include travel reimbursement, blueprints, and other detailed printing. Staff requests an additional \$6,208.26, bringing the total contract amount to \$417,740.76.

Allen and Kupersmith answered questions from the commissioners. Deborah Myerson asked for public comment. There were no comments from the public.

Randy Cassady moved to approve Resolution 24-90. Sue Sgambelluri seconded the motion. The motion passed unanimously.

D. Resolution 24-91: Approval of MOU with the City of Bloomington for Encroachment in Trades District.

Maria McCormick explained that the construction of The Forge, which is substantially complete, has a concrete walkway that was constructed along the building as part of the project. The walkway was partially built in an existing platted alley and requires an

encroachment agreement with the City of Bloomington Board of Public Works. The Board of Public Works approved the encroachment agreement on December 3, 2024.

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

Sue Sgambelluri moved to approve Resolution 24-91. John West seconded the motion. The motion passed unanimously.

- E. Resolution 24-92: Approval of Construction Agreement with Duke Energy.** Larry Allen stated that as part of the construction of The Forge, a solar array has been installed. Connection of The Forge's solar array to the electrical grid requires an interconnection agreement with Duke Energy.

Deborah Myerson pointed out that the Resolution is missing the resolution number. Allen added the number (24-92) to the top of the resolution.

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

Laurie McRobbie moved to approve Resolution 24-92, with the amendment to add the resolution number. John West seconded the motion. The motion passed unanimously.

- F. Resolution 24-93: Approval of Payment for 4th Street Garage Repairs.** Larry Allen stated that although the 4th Street Garage has reached completion, the City needed to correct certain design defects along the storefront and commercial spaces. City staff negotiated an agreement with CSO Architects to retain \$63,526.66 from the original design fees to make necessary defect repairs. In resolution 24-03, the RDC approved an amended project review and approval form that supported the reallocation of the funds to repair the design defects. City staff contracted with Harrell-Fish Inc. to perform the repairs to the 4th Street Garage in an amount not to exceed \$55,000. The Board of Public Works approved the agreement with HFI on March 26, 2024.

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

John West moved to approve Resolution 24-93. Laurie McRobbie seconded the motion. The motion passed unanimously.

VII. BUSINESS/GENERAL DISCUSSION

- VIII. ADJOURNMENT** – Sue Sgambelluri moved to adjourn. Laurie McRobbie seconded. The meeting adjourned at 6:15 p.m.

Deborah Myerson, President

John West, Secretary

Date: _____



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

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JESSICA MCCLELLAN
CONTROLLER

CONTROLLER'S OFFICE

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Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 12-06-2024 (\$279,583.64)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 11-23-2024 to 12-06-2024. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

Cheryl Gilliland-Deputy Controller
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 11-23-2024 to 12-06-2024, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

~~Larry Allen, City Attorney~~

Margie Rice, Corporation Counsel



Board of Redevelopment Commission Claim Register

Invoice Date Range 11/23/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 15 - HAND										
Program 151000 - Neighborhood										
Account 53960 - Grants										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1XXL-G1HW-NQHG	15-gift bags, Light bulb for A. Van Hoy's desk light	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	32.97
14312 - Baker Stone Work, INC	NIGRANT-12.6.24	15-Neighborhood Improv Grant-Park Ridge E-repair pillars	Paid by EFT # 62680		11/26/2024	11/26/2024	12/06/2024		12/06/2024	3,825.00
9492 - Christine Carver	S&SGRANT11.1 8.24	15-Small & Simple Grant-Park Ridge NA	Paid by EFT # 62710		11/26/2024	11/26/2024	12/06/2024		12/06/2024	439.70
7549 - Ramsay M Harik (Deep Roots Landscape Design)	NIGRANT-11.18.24	15-Neighborhood Improv Grant-Park Ridge E-plants & labor	Paid by EFT # 62861		11/26/2024	11/26/2024	12/06/2024		12/06/2024	6,550.00
7724 - Jane Parker Smith	S&SGRANT11.2 8.24	15-Small & Simple Grant-Park Ridge NA- remove brush piles	Paid by EFT # 62882		11/26/2024	11/26/2024	12/06/2024		12/06/2024	500.00
8803 - The Woodlands Winding Brook HOA Assoc. INC	NIGRANT-11.18.24	15-Neighborhood Improv Grant-bio retention drainage proj	Paid by EFT # 62907		11/26/2024	11/26/2024	12/06/2024		12/06/2024	3,460.00
Account 53960 - Grants Totals							Invoice Transactions 6		<u>\$14,807.67</u>	
Program 151000 - Neighborhood Totals							Invoice Transactions 6		<u>\$14,807.67</u>	
Program 151600 - Title 16										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GJM-VHWP-33P3	15-Expandable folders, Avery labels	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	103.84
6530 - Office Depot, INC	383455569001	15-Toner Black for HP Printer	Paid by EFT # 62839		11/26/2024	11/26/2024	12/06/2024		12/06/2024	237.99
Account 52110 - Office Supplies Totals							Invoice Transactions 2		<u>\$341.83</u>	
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1TRP-1J46-39NP	15-Laser Measure for Rental inspections for J. Stong	Paid by EFT # 62667		11/26/2024	11/26/2024	12/06/2024		12/06/2024	16.99
Account 52420 - Other Supplies Totals							Invoice Transactions 1		<u>\$16.99</u>	
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321 124	06-cell phone chgs 10/12-11/11/24-Inv. 287297421132X111920 24	Paid by Check # 79384		11/27/2024	11/27/2024	11/27/2024		11/27/2024	245.75



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Fund 101 - General Fund (S0101)										
Department 15 - HAND										
Program 151600 - Title 16										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2873273216181124	06-Unlim'td LTE Laptp/Hotspt-10/12-11/11/24-287327321618X1119202	Paid by Check # 79385		11/27/2024	11/27/2024	11/27/2024		11/27/2024	29.24
Account 53210 - Telephone Totals							Invoice Transactions 2			\$274.99
Account 53990 - Other Services and Charges										
1235 - Monroe County Apartment Association	3727	15-October 2024 Luncheon - Van Rooy	Paid by Check # 79417		11/26/2024	11/26/2024	12/06/2024		12/06/2024	30.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$30.00
Program 151600 - Title 16 Totals							Invoice Transactions 6			\$663.81
Program 152000 - Historic Preservation										
Account 53310 - Printing										
501 - Karl Clark (KC Designs)	6577	15-Neighborhood Services Postcards 1,500	Paid by EFT # 62715		11/26/2024	11/26/2024	12/06/2024		12/06/2024	185.00
Account 53310 - Printing Totals							Invoice Transactions 1			\$185.00
Account 53960 - Grants										
9373 - Erin R Carter	7	15-Research hours for Black History Tour 11/20/24	Paid by EFT # 62709		11/26/2024	11/26/2024	12/06/2024		12/06/2024	675.00
Account 53960 - Grants Totals							Invoice Transactions 1			\$675.00
Program 152000 - Historic Preservation Totals							Invoice Transactions 2			\$860.00
Department 15 - HAND Totals							Invoice Transactions 14			\$16,331.48
Fund 101 - General Fund (S0101) Totals							Invoice Transactions 14			\$16,331.48
Fund 153 - LIT – Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
7300 - Limestone Crossing Apartments LP	R101-Turner	15-Rent Deposit for K. Turner - 540 S Basswood	Paid by Check # 79415		11/26/2024	11/26/2024	12/06/2024		12/06/2024	500.00
5111 - Spencer Trailers INC	INV-00017690	15-Community events trailer- 2025 Darkhorse trailer	Paid by EFT # 62889		11/26/2024	11/26/2024	12/06/2024		12/06/2024	5,100.75
Account 53960 - Grants Totals							Invoice Transactions 2			\$5,600.75
Program 150000 - Main Totals							Invoice Transactions 2			\$5,600.75
Department 15 - HAND Totals							Invoice Transactions 2			\$5,600.75
Fund 153 - LIT – Economic Development Totals							Invoice Transactions 2			\$5,600.75



Board of Redevelopment Commission Claim Register

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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 250 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
6378 - ANN-KRISS, LLC	721-111924	15-CDBG-EHR-Gary Shields-1600 N. Willis, #63-vinyl Kitchen/dinin	Paid by EFT # 552		11/26/2024	11/26/2024	12/06/2024		12/06/2024	3,200.00
							Account 53960 - Grants Totals	Invoice Transactions 1		\$3,200.00
							Program 150000 - Main Totals	Invoice Transactions 1		\$3,200.00
							Department 15 - HAND Totals	Invoice Transactions 1		\$3,200.00
							Fund 250 - CDBG Totals	Invoice Transactions 1		\$3,200.00
Fund 254 - HOME										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000523	15-HOME-Lawncare-Evergreen Villiage lots 1 & 2-October 2024	Paid by EFT # 288		11/26/2024	11/26/2024	12/06/2024		12/06/2024	130.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 1		\$130.00
							Program 150000 - Main Totals	Invoice Transactions 1		\$130.00
							Department 15 - HAND Totals	Invoice Transactions 1		\$130.00
							Fund 254 - HOME Totals	Invoice Transactions 1		\$130.00
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
2671 - Hannum, Wagle & Cline Engineering (HWC Engineering)	2022-258-I-00018	15-1st Street Reconstruction-CE 09/30/24-10/27/24	Paid by EFT # 62763		11/26/2024	11/26/2024	12/06/2024		12/06/2024	63,126.28
5409 - VS Engineering, INC	442131	15-Design Contract-1st Street Recon period ending 08/31/24	Paid by EFT # 62922		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,787.22
7808 - J.S. Held LLC	INV-01US-0208670	15-Project Management for Hopewell Site - October 2024	Paid by EFT # 62786		11/26/2024	11/26/2024	12/06/2024		12/06/2024	13,376.50
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 3		\$78,290.00
							Program 159001 - Adams Crossing Area Totals	Invoice Transactions 3		\$78,290.00
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
18844 - First Financial Bank, N.A.	HFITECHCTR-App12	04-Harrell-Fish (HFI) Escrow-Tech Ctr-App 12	Paid by Check # 79405		11/26/2024	11/26/2024	12/06/2024		12/06/2024	3,837.50



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
321 - Harrell Fish, INC (HFI)	HFITECHCTR-App12	04-Mechanical Contractor Work-Tech Ctr-Proj 004307-App 12	Paid by EFT # 62765		11/26/2024	11/26/2024	12/06/2024		12/06/2024	72,912.51
11272 - Patriot Engineering And Enviromental, INC	141543	04-Inspec & Mat Testing serv for Trades District thru 10/31/24	Paid by EFT # 62844		11/26/2024	11/26/2024	12/06/2024		12/06/2024	488.00
8595 - Weber Group II, LLC	13417	04-Fabrication for Trades District Art Installations App 4	Paid by EFT # 62925		11/26/2024	11/26/2024	12/06/2024		12/06/2024	35,689.66
Account 53990 - Other Services and Charges Totals							Invoice Transactions 4		<u>\$112,927.67</u>	
Program 159002 - Downtown Area Totals							Invoice Transactions 4		<u>\$112,927.67</u>	
Program 159006 - West 17th Street Area										
Account 53990 - Other Services and Charges										
5641 - AZTEC Engineering Group, INC	171680	15-B-Line Extension Project, Adm 4 & 5 09/01/24-09/30/24	Paid by EFT # 62676		11/26/2024	11/26/2024	12/06/2024		12/06/2024	1,590.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1		<u>\$1,590.00</u>	
Program 159006 - West 17th Street Area Totals							Invoice Transactions 1		<u>\$1,590.00</u>	
Department 15 - HAND Totals							Invoice Transactions 8		<u>\$192,807.67</u>	
Fund 439 - Consolidated TIF Totals							Invoice Transactions 8		<u>\$192,807.67</u>	
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7402 - Nature's Way, INC	66646	15-Monthly Interior Maint-Showers West Plaza-11/1/24	Paid by EFT # 62835		11/26/2024	11/26/2024	12/06/2024		12/06/2024	276.85
6299 - Bounds Flooring, INC	I-13083	04-Carpet Replacement at The Mill - Labor 12 hr	Paid by EFT # 62700		11/26/2024	11/26/2024	12/06/2024		12/06/2024	936.00
6299 - Bounds Flooring, INC	I-13133	04-Carpet Replacement at The Mill - Materials	Paid by EFT # 62700		11/26/2024	11/26/2024	12/06/2024		12/06/2024	3,341.30
7402 - Nature's Way, INC	66736	04-Trades District-Irrigation Fall Blow Out Winterization-11/8	Paid by EFT # 62835		11/26/2024	11/26/2024	12/06/2024		12/06/2024	160.00
7402 - Nature's Way, INC	66757	04-Trades District-Landscaping Services-10/7/24-10/30/24	Paid by EFT # 62835		11/26/2024	11/26/2024	12/06/2024		12/06/2024	2,675.30
7402 - Nature's Way, INC	66758	04-Trades Dist-Pkg Garage-Landscaping Services-10/15-10/30	Paid by EFT # 62835		11/26/2024	11/26/2024	12/06/2024		12/06/2024	660.80



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Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
208 - City Of Bloomington Utilities	35277-002 1024	15-Showers West -320 W. 8th St water/sewer - October 2024	Paid by Check # 79387		11/27/2024	11/27/2024	11/27/2024		11/27/2024	595.97
223 - Duke Energy	9101397672041 024	15-Showers W-320 E 8th St-elec chgs-09/04/24-10/01/24	Paid by Check # 79398		11/27/2024	11/27/2024	11/27/2024		11/27/2024	6,833.90
223 - Duke Energy	9101229908841 024	15-Hopewell-W 2nd St-elec chgs-09/05/24-10/02/24	Paid by Check # 79393		11/27/2024	11/27/2024	11/27/2024		11/27/2024	25.44
223 - Duke Energy	9101397672041 124	15-Showers W-320 E 8th St-elec chgs-10/02/24-11/01/24	Paid by Check # 79398		11/27/2024	11/27/2024	11/27/2024		11/27/2024	6,630.73
223 - Duke Energy	9101229908841 124	15-Hopewell-W 2nd St-elec chgs-10/03/24-11/04/24	Paid by Check # 79393		11/27/2024	11/27/2024	11/27/2024		11/27/2024	27.40
223 - Duke Energy	9101315253890 624	15-Hopewell-615 W. 1st St-elec chgs 05/25/24-06/24/24	Paid by Check # 79394		11/27/2024	11/27/2024	11/27/2024		11/27/2024	35.28
223 - Duke Energy	9101315253890 724	15-Hopewell-615 W. 1st St-elec chgs 06/25/24-07/25/24	Paid by Check # 79394		11/27/2024	11/27/2024	11/27/2024		11/27/2024	35.54
223 - Duke Energy	9101315253890 824	15-Hopewell-615 W. 1st St-elec chgs 07/26/24-08/26/24	Paid by Check # 79394		11/27/2024	11/27/2024	11/27/2024		11/27/2024	35.55
223 - Duke Energy	9101315253890 924	15-Hopewell-615 W. 1st St-elec chgs 08/27/24-09/24/24	Paid by Check # 79394		11/27/2024	11/27/2024	11/27/2024		11/27/2024	35.26
223 - Duke Energy	9101315253891 024	15-Hopewell-615 W. 1st St-elec chgs 09/25/24-10/25/24	Paid by Check # 79394		11/27/2024	11/27/2024	11/27/2024		11/27/2024	35.18
2260 - Republic Services, INC	0694- 003561441	06-Trash service- College Sq-222 S. College-December 2024	Paid by EFT # 62656		11/27/2024	11/27/2024	11/27/2024		11/27/2024	186.04
223 - Duke Energy	9101205755461 024	15-335 W. 11th-elec chgs 09/04/24-10/01/24	Paid by Check # 79391		11/27/2024	11/27/2024	11/27/2024		11/27/2024	11.74
223 - Duke Energy	9101205755461 124	15-335 W. 11th-elec chgs 10/02/24-11/01/24	Paid by Check # 79391		11/27/2024	11/27/2024	11/27/2024		11/27/2024	11.81



Board of Redevelopment Commission Claim Register

Invoice Date Range 11/23/24 - 12/06/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
364 - Rumpke Of Indiana, LLC	3700202044-1124	15-Service for Showers West Plaza - November 2024	Paid by EFT # 62657		11/27/2024	11/27/2024	11/27/2024		11/27/2024	123.81
Account 53990 - Other Services and Charges Totals							Invoice Transactions	20		\$22,673.90
Program 150000 - Main Totals							Invoice Transactions	20		\$22,673.90
Department 15 - HAND Totals							Invoice Transactions	20		\$22,673.90
Fund 444 - RDC Totals							Invoice Transactions	20		\$22,673.90
Fund 905 - Housing Develop (Ord16-41)(S9506)										
Department 15 - HAND										
Program 150500 - Housing										
Account 53960 - Grants										
56 - Middle Way House, INC	000101163	15-MWH The Rise 10/30 paycheck - personnel expenses	Paid by EFT # 62818		11/26/2024	11/26/2024	12/06/2024		12/06/2024	3,839.84
Account 53960 - Grants Totals							Invoice Transactions	1		\$3,839.84
Account 53990 - Other Services and Charges										
9321 - Avalon Community Land Trust	1500W8th-12.6.24	15-Construction Funding-1500 W. 8th St; rough framing	Paid by EFT # 62675		11/26/2024	11/26/2024	12/06/2024		12/06/2024	35,000.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		\$35,000.00
Program 150500 - Housing Totals							Invoice Transactions	2		\$38,839.84
Department 15 - HAND Totals							Invoice Transactions	2		\$38,839.84
Fund 905 - Housing Develop (Ord16-41)(S9506) Totals							Invoice Transactions	2		\$38,839.84
Grand Totals							Invoice Transactions	48		\$279,583.64

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/06/24	Claims				\$279,583.64
					<u><u>\$279,583.64</u></u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$279,583.64

Dated this 4th day of Dec year of 2024.

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

Fiscal Office Cheryl S. Leland



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

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

JESSICA MCCLELLAN
CONTROLLER

CONTROLLER'S OFFICE

p 812.349.3412
f 812.349.3456
controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 12-20-2024 (\$5,551,570.77)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 12-07-2024 to 12-20-2024. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

Cheryl Gilliland-Deputy Controller
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 12-07-2024 to 12-20-2024, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

~~Larry Allen, City Attorney~~

Margie Rice, Corporation Counsel



Board of Redevelopment Commission Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 15 - HAND										
Program 150500 - Housing										
Account 52420 - Other Supplies										
6530 - Office Depot, INC	396970517001	15-Toner Black for HP Printer	Paid by EFT # 63168		12/10/2024	12/10/2024	12/20/2024		12/20/2024	222.42
53442 - Paragon Micro, INC	S5180163	15-Monitor for new staff positions (4)	Paid by EFT # 63175		12/10/2024	12/10/2024	12/20/2024		12/20/2024	559.96
5103 - Staples Contract & Commercial, INC	6015336002	15-Black Printer Cartridge	Paid by EFT # 63220		12/10/2024	12/10/2024	12/20/2024		12/20/2024	454.16
Account 52420 - Other Supplies Totals							Invoice Transactions 3			\$1,236.54
Program 150500 - Housing Totals							Invoice Transactions 3			\$1,236.54
Program 151000 - Neighborhood										
Account 53960 - Grants										
8803 - The Woodlands Winding Brook HOA Assoc. INC	NIGRANT-12.20.24	15-2024 Neighborhood Improv Grant-Resident Council-Retention Pon	Paid by EFT # 63232		12/10/2024	12/10/2024	12/20/2024		12/20/2024	7,400.00
Account 53960 - Grants Totals							Invoice Transactions 1			\$7,400.00
Program 151000 - Neighborhood Totals							Invoice Transactions 1			\$7,400.00
Program 151600 - Title 16										
Account 52110 - Office Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1NCV-KHKH-GVP7	15-Fluorescent light covers to help filter out light	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	146.94
6530 - Office Depot, INC	394150420001	15-Legal folders, Scissors for new Financial Specialist	Paid by EFT # 63168		12/10/2024	12/10/2024	12/20/2024		12/20/2024	167.28
Account 52110 - Office Supplies Totals							Invoice Transactions 2			\$314.22
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1GWP-NRLM-CPL6	15-IPad case ordered for R. Davis	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	23.99
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$23.99
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006739938D	15-Public Notice-Pubic Hearing Notes #10647095	Paid by EFT # 63073		12/10/2024	12/10/2024	12/20/2024		12/20/2024	34.50
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006807860	15-Public Notice-11-19 Board of Housing Quality Appeals	Paid by EFT # 63073		12/10/2024	12/10/2024	12/20/2024		12/20/2024	38.50
Account 53320 - Advertising Totals							Invoice Transactions 2			\$73.00
Account 53910 - Dues and Subscriptions										
6222 - Apple, INC	MB34953960	15-Microsoft 365 Subscription for J. Hewett	Paid by EFT # 62977		12/10/2024	12/10/2024	12/20/2024		12/20/2024	149.95
Account 53910 - Dues and Subscriptions Totals							Invoice Transactions 1			\$149.95



Board of Redevelopment Commission Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 15 - HAND										
Program 151600 - Title 16										
Account 53990 - Other Services and Charges										
9148 - Office Easel LLC	127708A	15-Department Swag for Events - Lip Balm	Paid by EFT # 63169		12/10/2024	12/10/2024	12/20/2024		12/20/2024	257.39
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$257.39
Program 151600 - Title 16 Totals							Invoice Transactions 7			\$818.55
Department 15 - HAND Totals							Invoice Transactions 11			\$9,455.09
Fund 101 - General Fund (S0101) Totals							Invoice Transactions 11			\$9,455.09
Fund 153 - LIT -- Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
19173 - A-1 Town Homes & Apartments, LLC	R101-Carter	15-R101 - C. Carter- 1529 S Dorchester Dr	Paid by Check # 79475		12/10/2024	12/10/2024	12/20/2024		12/20/2024	500.00
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WDG-GFRX-WFGR	15-Supplies/equipment for block party trailer	Paid by EFT # 62974		12/10/2024	12/10/2024	12/20/2024		12/20/2024	730.03
7372 - CDFI Friendly Bloomington, INC	GRANT-12.6.24	15-Affordable Housing Grant	Paid by EFT # 63022		12/10/2024	12/10/2024	12/20/2024		12/20/2024	50,000.00
9590 - Maryanne Dorsey	NIGRANT-2024	15-Neighborhood Improvement Grant-Park Ridge East/plants & labor	Paid by EFT # 63049		12/10/2024	12/10/2024	12/20/2024		12/20/2024	595.18
8658 - Kleindorfer's Hardware LLC	763549	15-credit for trailer lock	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	(37.99)
8658 - Kleindorfer's Hardware LLC	763761	15-Pad lock, ball & hitch, hitch lock for Block Party Trailer	Paid by EFT # 63116		12/10/2024	12/10/2024	12/20/2024		12/20/2024	98.96
7704 - Andrew Meyer	R101-Canada	15-Rent Deposit for Canada - 7656 N Highway 45	Paid by Check # 79486		12/10/2024	12/10/2024	12/20/2024		12/20/2024	500.00
9591 - Scott Stucky	NIGRANT-12.4.24	15-Neighborhood Improvement Grant-Park Ridge East	Paid by EFT # 63224		12/10/2024	12/10/2024	12/20/2024		12/20/2024	133.96
1709 - John Bethell Title Company, INC	CLSNG-12.16.2024	15-Down payment-711 W. Cherokee Drive-Greenaway	Paid by EFT # 62963		12/13/2024	12/13/2024	12/13/2024		12/13/2024	10,000.00
1785 - Monroe County Land Title Co., INC (Title Plus)	CLSNG-12.20.2024	15-Down payment-1541 N. Breckenridge Rd-Pines	Paid by EFT # 62964		12/19/2024	12/19/2024	12/19/2024		12/19/2024	10,000.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 153 - LIT – Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
1785 - Monroe County Land Title Co., INC (Title Plus)	CLSNG12.20.20 24A	15-Down payment- 1990 S Bernard Dr- Mendoza-Gomez	Paid by EFT # 62965		12/19/2024	12/19/2024	12/19/2024		12/19/2024	25,000.00
Account 53960 - Grants Totals								Invoice Transactions 11		\$97,520.14
Account 53990 - Other Services and Charges										
9091 - Flock Group INC (Flock Safety)	12.1.24	15-Mobile Security Trailer to support Neighborhood Security	Paid by EFT # 63070		12/10/2024	12/10/2024	12/20/2024		12/20/2024	50,000.00
7862 - Torrance E Hamilton (Winslow Ranch Marketing, LLC)	1502	15-Social Media Marketing for the HAND Department - 11/30/24	Paid by EFT # 63081		12/10/2024	12/10/2024	12/20/2024		12/20/2024	580.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 2		\$50,580.00
Program 150000 - Main Totals								Invoice Transactions 13		\$148,100.14
Department 15 - HAND Totals								Invoice Transactions 13		\$148,100.14
Fund 153 - LIT – Economic Development Totals								Invoice Transactions 13		\$148,100.14
Fund 176 - ARPA Local Fiscal Recvry (S9512)										
Department 15 - HAND										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53960 - Grants										
1618 - Beacon,INC (Shalom)	11.12.24	15-ARPA-The Development of the Beacon Center	Paid by EFT # 62990		12/10/2024	12/10/2024	12/20/2024		12/20/2024	600,000.00
Account 53960 - Grants Totals								Invoice Transactions 1		\$600,000.00
Program G21005 - ARPA COVID Local Fiscal Recovery Totals								Invoice Transactions 1		\$600,000.00
Department 15 - HAND Totals								Invoice Transactions 1		\$600,000.00
Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals								Invoice Transactions 1		\$600,000.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 250 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53320 - Advertising										
9241 - Gannett Media Corp (Gannett Indiana/Kentucky)	0006739938C	15-Public Notice-Community Development Block Grant	Paid by EFT # 554		12/10/2024	12/10/2024	12/20/2024		12/20/2024	28.50
Account 53320 - Advertising Totals									Invoice Transactions 1	\$28.50
Account 53910 - Dues and Subscriptions										
259 - Indiana Association Of Cities & Towns (AIM)	RAIDUES-2025	15-Annual Dues Anna Killion-Hanson -7/1/24-6/30/25	Paid by Check # 10500		12/10/2024	12/10/2024	12/20/2024		12/20/2024	125.00
53442 - Paragon Micro, INC	S5180602	15-Adobe Acrobat Pro for teams -Two new positions	Paid by EFT # 556		12/10/2024	12/10/2024	12/20/2024		12/20/2024	481.98
Account 53910 - Dues and Subscriptions Totals									Invoice Transactions 2	\$606.98
Account 53960 - Grants										
7768 - Bloomington Cooperative Living Incorporated	CDBG-10.19.2024	15-CDBG-exterior walls, cellulose insulation, caulk/seal masonry	Paid by EFT # 553		12/10/2024	12/10/2024	12/20/2024		12/20/2024	36,890.00
6900 - Northeast & Bucks Co (Mullin & Loneragan Assoc)	1291-04/05	15-Consultant Serv-5 year consolidated Plan - 10/31/24	Paid by EFT # 555		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,901.25
Account 53960 - Grants Totals									Invoice Transactions 2	\$38,791.25
Program 150000 - Main Totals									Invoice Transactions 5	\$39,426.73
Department 15 - HAND Totals									Invoice Transactions 5	\$39,426.73
Fund 250 - CDBG Totals									Invoice Transactions 5	\$39,426.73
Fund 254 - HOME										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
205 - City Of Bloomington	000436673	15-HOME-Mo Co Rec-recording fees-1986 Bernard	Paid by Check # 5528		12/10/2024	12/10/2024	12/20/2024		12/20/2024	105.00
686 - Habitat For Humanity of Monroe County INC	H4H-12.2.24	15-HOME-New Construction-Habitat House-1004 W Cottage Grove-Fina	Paid by EFT # 289		12/10/2024	12/10/2024	12/20/2024		12/20/2024	6,000.00
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$6,105.00
Program 150000 - Main Totals									Invoice Transactions 2	\$6,105.00
Department 15 - HAND Totals									Invoice Transactions 2	\$6,105.00
Fund 254 - HOME Totals									Invoice Transactions 2	\$6,105.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 408 - Unsafe Housing										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
18036 - 4 U Lawn and Landscape, LLC	3457	15-Abatement for 105 E Driscoll on 11-22-24	Paid by EFT # 62967		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,950.00
2369 - BFW Crane, INC	702469-1	15-Structural Engineering Services for Princess Theatre	Paid by EFT # 62992		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,500.00
8253 - Fire Dawgs, INC	436	15-Abement located at 530 S Washington	Paid by EFT # 63066		12/10/2024	12/10/2024	12/20/2024		12/20/2024	7,495.13
Account 53990 - Other Services and Charges Totals							Invoice Transactions	3		\$10,945.13
Program 150000 - Main Totals							Invoice Transactions	3		\$10,945.13
Department 15 - HAND Totals							Invoice Transactions	3		\$10,945.13
Fund 408 - Unsafe Housing Totals							Invoice Transactions	3		\$10,945.13
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159000 - Admin										
Account 53810 - Principal										
50587 - Barnes & Thornburg LLP	3332143	06-Bond Counsel Services 2024 TIF Refunding Bonds-6/20-11/7	Paid by EFT # 62988		12/10/2024	12/10/2024	12/20/2024		12/20/2024	50,084.00
7255 - BOKF, NA	Nov 7, 2024	06-TIF 2024 Refunding Bond closing fees-11/7/2024	Paid by EFT # 63004		12/10/2024	12/10/2024	12/20/2024		12/20/2024	950.00
7385 - Frost Brown Todd LLC	210491930	06-Underwriting services for 2024 TIF Refunding Bonds	Paid by EFT # 63071		12/10/2024	12/10/2024	12/20/2024		12/20/2024	20,000.00
391 - O. W. Krohn & Associates, LLP	11.7.24	15- Professional Services for 2024 TIF Refunding Bonds	Paid by EFT # 63166		12/10/2024	12/10/2024	12/20/2024		12/20/2024	65,000.00
1125 - Standard and Poors, LLC (S&P Global Ratings)	11483154	06-Analytical Services for 2024 TIF Refunding Bonds	Paid by EFT # 63219		12/10/2024	12/10/2024	12/20/2024		12/20/2024	33,012.00
Account 53810 - Principal Totals							Invoice Transactions	5		\$169,046.00
Program 159000 - Admin Totals							Invoice Transactions	5		\$169,046.00
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
8809 - U3 Advisors, INC	4028-024-11	15-Project Management-development of Hopewell -Oct/Nov 2024	Paid by EFT # 63243		12/10/2024	12/10/2024	12/20/2024		12/20/2024	30,442.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
19362 - CrossRoad Engineers, PC	241676	15-Hopewell West-Jackson Street	Paid by EFT # 63038		12/10/2024	12/10/2024	12/20/2024		12/20/2024	22,990.30
		09/28/24-10/25/24								
18844 - First Financial Bank, N.A.	MILHOPEPHIE-AP14	15-Milestone-Hopewell PH1 E. Infrastructure-Oct 2024-App 14	Paid by Check # 79477		12/10/2024	12/10/2024	12/20/2024		12/20/2024	57,101.79
2671 - Hannum, Wagle & Cline Engineering (HWC Engineering)	2022-258-I-00019	15-1st Street Reconstruction-CE	Paid by EFT # 63083		12/10/2024	12/10/2024	12/20/2024		12/20/2024	37,442.12
		10/28/24-11/24/24								
19278 - Milestone Contractors, LP	MILHOPEPHIE-AP14	15-Hopewell Phase 1 East Infrastructure	Paid by EFT # 63147		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,084,934.01
		10/1-10/31/24-App 14								
3444 - Rundell Ernstberger Associates, INC	2022-1671-25	15-Hopewell Phase 1 East - Inspection -serv thru 10/31/24	Paid by EFT # 63203		12/10/2024	12/10/2024	12/20/2024		12/20/2024	52,652.25
9526 - Boonyama LLC	8	04-Hopewell Commons, Submitting schematic design	Paid by EFT # 63005		12/10/2024	12/10/2024	12/20/2024		12/20/2024	30,000.00
6330 - Marshall Security LLC	HOPEWELL-002	15-Hopewell Security Patrol - 11/1-11/30/24	Paid by EFT # 63131		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9,666.00
6330 - Marshall Security LLC	HOPEWELL-001	15-Hopewell Security Officer Staffing	Paid by EFT # 63131		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9,988.20
		10/01/24-10/31/24								
231 - IU Health OCC Health Services	HOPEWELL-12.2024	06-Hopewell-IU Health-Hospital site purchase-FINAL PAYMENT	Paid by EFT # 62966		12/20/2024	12/20/2024	12/20/2024		12/20/2024	2,500,000.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 10		\$3,835,216.67	
Program 159001 - Adams Crossing Area Totals							Invoice Transactions 10		\$3,835,216.67	
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
18844 - First Financial Bank, N.A.	WDELECTECH-App 6	04-Electrical-Woods Electric-Tech Center-EDA#06-79-06311-App 6	Paid by Check # 79479		12/10/2024	12/10/2024	12/20/2024		12/20/2024	9,975.00
595 - Weddle Bros Construction Co., INC	107036	04-PA# 17-Net Changes per Change Order - Tech Center - FINAL	Paid by EFT # 63252		12/10/2024	12/10/2024	12/20/2024		12/20/2024	47,080.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
11611 - Woods Electrical Contractors, INC	WDELECTECH-App 6	04-Electrical Contracting-Tech Center-EDA#06-79-06311- App 6	Paid by EFT # 63261		12/10/2024	12/10/2024	12/20/2024		12/20/2024	189,525.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 3			\$246,580.00
Program 159002 - Downtown Area Totals							Invoice Transactions 3			\$246,580.00
Program 159006 - West 17th Street Area										
Account 53990 - Other Services and Charges										
19362 - CrossRoad Engineers, PC	241853	07-B-Line Extension (CE) 09/28/24-10/25/24	Paid by EFT # 63038		12/10/2024	12/10/2024	12/20/2024		12/20/2024	28,974.75
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			\$28,974.75
Program 159006 - West 17th Street Area Totals							Invoice Transactions 1			\$28,974.75
Department 15 - HAND Totals							Invoice Transactions 19			\$4,279,817.42
Fund 439 - Consolidated TIF Totals							Invoice Transactions 19			\$4,279,817.42
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
9281 - Jack Henry Bryant (H and K Maintenance LLC)	INV-0000562	15-Lawn Maint-Rogers and Madison Street Prop-Nov 2024	Paid by EFT # 63014		12/10/2024	12/10/2024	12/20/2024		12/20/2024	335.00
7402 - Nature's Way, INC	66863	15-Holiday plants for City Hall	Paid by EFT # 63162		12/10/2024	12/10/2024	12/20/2024		12/20/2024	150.00
7402 - Nature's Way, INC	66914	15-Monthly Interior Maint-Showers West Plaza-12/1/24	Paid by EFT # 63162		12/10/2024	12/10/2024	12/20/2024		12/20/2024	276.85
6688 - SSW Enterprises, LLC (Office Pride)	Inv-236720	15-Janitorial Serv-5x per week- Showers West-inc CR -12/1/24	Paid by EFT # 63217		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,561.30
392 - Koorsen Fire & Security, INC	IN00820039	06-quarterly fire alarm monitoring - 12/01/24-02/28/25	Paid by EFT # 63119		12/10/2024	12/10/2024	12/20/2024		12/20/2024	150.00
6714 - Dimension Mill, INC	2037	06-Initial Capital Reserve Fund Contribution for The Forge	Paid by EFT # 63047		12/10/2024	12/10/2024	12/20/2024		12/20/2024	100,000.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7402 - Nature's Way, INC	66916	06-Monthly Interior Maintenance/College Square - 12/1/24	Paid by EFT # 63162		12/10/2024	12/10/2024	12/20/2024	12/20/2024		93.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-236324	06-Janitorial Service at College Square - 12/1/24	Paid by EFT # 63217		12/10/2024	12/10/2024	12/20/2024	12/20/2024		397.50
656 - B&L Sheet Metal and Roofing, INC	2180434	04-Repairs to The Mill 10/22/2024	Paid by EFT # 62984		12/10/2024	12/10/2024	12/20/2024	12/20/2024		657.96
656 - B&L Sheet Metal and Roofing, INC	2190074	04- Roof Repairs RM101 The Mill 10/22/2024	Paid by EFT # 62984		12/10/2024	12/10/2024	12/20/2024	12/20/2024		662.24
656 - B&L Sheet Metal and Roofing, INC	2197947	04-Roof repair-Certified Tech Park- 631 N Morton St-11/11/24	Paid by EFT # 62984		12/10/2024	12/10/2024	12/20/2024	12/20/2024		2,700.00
656 - B&L Sheet Metal and Roofing, INC	2197960	04- Roof Repairs-College Square Bldg- 216 S College-10/22/24	Paid by EFT # 62984		12/10/2024	12/10/2024	12/20/2024	12/20/2024		2,850.00
9581 - Compass Commercial Construction Group	COMPTRADE-APP 1	04-Trades Garage Buildout through 09/30/24 - App 1	Paid by EFT # 63032		12/10/2024	12/10/2024	12/20/2024	12/20/2024		19,428.45
9581 - Compass Commercial Construction Group	COMPTRADE-APP 2	04-Trades Garage Buildout through 10/31/24 - App 2	Paid by EFT # 63032		12/10/2024	12/10/2024	12/20/2024	12/20/2024		29,479.45
9581 - Compass Commercial Construction Group	COMPTRADE-APP 3	04-Trades Garage Buildout through 11/30/24 - App 3	Paid by EFT # 63032		12/10/2024	12/10/2024	12/20/2024	12/20/2024		248,305.30
223 - Duke Energy	9101704000361124	15-617 N Madison St-Fire Pump-elec chgs 10/24/24-11/20/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024	12/11/2024		23.18
223 - Duke Energy	9101702177241224	15-617 N Madison St-Tech Ctr-elec chgs 10/24/24-11/20/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024	12/11/2024		1,991.52
223 - Duke Energy	9101205757281124	15-105 4th St W Misc Office 4-elec chgs 10/29/24-11/25/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024	12/11/2024		140.72
223 - Duke Energy	9101212104031124	15-105 W 4th St Misc Office 1-elec chgs 10/29/24-11/25/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024	12/11/2024		25.25
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888952-4110624	15-489 W. 10th St-Unit #2-gas bill 10/02/24-11/01/24	Paid by Check # 79471		12/11/2024	12/11/2024	12/11/2024	12/11/2024		48.77



Board of Redevelopment Commission Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
223 - Duke Energy	9101205758431 124	04-College Sq-200 S. College Ave-elec. chgs 10/29/24-11/25/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	54.93
223 - Duke Energy	9101205761751 124	04-College Sq-202 S. College-elec. bill 10/29/24-11/25/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	31.69
223 - Duke Energy	9101205753641 124	04-College Sq-204 S. College Ave-electric bill 10/29/24-11/25/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	243.01
223 - Duke Energy	9101205762901 124	04-College Sq-208 S. College-elec. bill 10/29/24-11/25/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	241.15
223 - Duke Energy	9101205763991 124	04-College Sq-210 S. College Ave-elec. chgs 10/29/24-11/25/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	199.38
223 - Duke Energy	9101205752311 124	04-216 S. College-elec chgs 10/29/24- 11/25/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	103.63
223 - Duke Energy	9101205760181 124	04-College Sq-222 S. College Ave -elec bill 10/29/24-11/25/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	178.13
223 - Duke Energy	9101205756791 124	04-College Sq-222 S. College Ave - elec serv 10/29/24-11/25/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	261.73
223 - Duke Energy	9101205750331 124	04-College Sq-226 S. College Ave-elec chgs 10/29/24-11/25/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	368.22
7414 - MAP Communications, INC (Live Voice)	000034-850- 621	06-Answering Service for College Square- December 2024	Paid by Check # 79472		12/11/2024	12/11/2024	12/11/2024		12/11/2024	50.48
12283 - Smithville Communications	401NMRTN- 120124	25-Smithville-Internet December 2024- includes BFD	Paid by Check # 79473		12/11/2024	12/11/2024	12/11/2024		12/11/2024	385.00
223 - Duke Energy	9101205749171 124	15-489 10th St W. Misc:Cmdr Spce-elec. chgs 10/23/24- 11/19/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	437.54
223 - Duke Energy	9101205748681 124	15-105 W 4th St- Misc:Office 2-elec chgs 10/29/24-11/25/24	Paid by Check # 79453		12/11/2024	12/11/2024	12/11/2024		12/11/2024	55.74



Board of Redevelopment Commission Claim Register

Invoice Date Range 12/07/24 - 12/20/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12983827-2120624	04-College Sq-200 S. College-gas bill 11/02/24-12/03/24	Edit		12/18/2024	12/18/2024	12/18/2024			157.89
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888138-0120624	04-College Sq-216 S. College-gas bill 11/02/24-12/03/24	Edit		12/18/2024	12/18/2024	12/18/2024			100.08
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887439-3120624	15-627 N Morton-gas bill 11/02/24-12/03/24	Edit		12/18/2024	12/18/2024	12/18/2024			56.06
208 - City Of Bloomington Utilities	17199-0021124	04-206 S. College-water/sewer bill-November 2024	Edit		12/18/2024	12/18/2024	12/18/2024			195.20
208 - City Of Bloomington Utilities	14660-0041124	04-College Sq-216 S. College-water/sewer bill-November 2024	Edit		12/18/2024	12/18/2024	12/18/2024			148.95
Account 53990 - Other Services and Charges Totals							Invoice Transactions	38		\$412,545.30
Program 150000 - Main Totals							Invoice Transactions	38		\$412,545.30
Department 15 - HAND Totals							Invoice Transactions	38		\$412,545.30
Fund 444 - RDC Totals							Invoice Transactions	38		\$412,545.30
Fund 905 - Housing Develop (Ord16-41)(S9506)										
Department 15 - HAND										
Program 150500 - Housing										
Account 53960 - Grants										
56 - Middle Way House, INC	000101170	15-MWH The Rise Nov 2024 payroll & utilities	Paid by Check # 79487		12/10/2024	12/10/2024	12/20/2024		12/20/2024	8,825.96
Account 53960 - Grants Totals							Invoice Transactions	1		\$8,825.96
Account 53990 - Other Services and Charges										
9321 - Avalon Community Land Trust	1500W8th-12.2.24	15-1500 W. 8th St-subsiding/flooring	Paid by EFT # 62981		12/10/2024	12/10/2024	12/20/2024		12/20/2024	35,000.00
7768 - Bloomington Cooperative Living Incorporated	Nov-24	15-Housing Dev Fund-410 W. Kirkwood Ave-Nov 2024 bookkeepingng	Paid by EFT # 62998		12/10/2024	12/10/2024	12/20/2024		12/20/2024	1,350.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		\$36,350.00
Program 150500 - Housing Totals							Invoice Transactions	3		\$45,175.96
Department 15 - HAND Totals							Invoice Transactions	3		\$45,175.96
Fund 905 - Housing Develop (Ord16-41)(S9506) Totals							Invoice Transactions	3		\$45,175.96
Grand Totals							Invoice Transactions	95		\$5,551,570.77

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/20/24	Claims				\$5,551,570.77
					<u>\$5,551,570.77</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$5,551,570.77

Dated this 2nd day of Jan year of 2025.

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

Fiscal Office Cheryl Stiland



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

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

JESSICA MCCLELLAN
CONTROLLER

CONTROLLER'S OFFICE

p 812.349.3412
f 812.349.3456
controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 12-26-2024 (\$1,375,285.83)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 12-21-2024 to 12-26-2024. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

Cheryl Gilliland-Deputy Controller
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 12-21-2024 to 12-26-2024, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

City Attorney

Corporation Counsel



Board of Redevelopment Commission Claim Register

Invoice Date Range 12/21/24 - 12/26/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 15 - HAND										
Program 151600 - Title 16										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	398418136001	15-Letter opener-T Caswell	Paid by EFT # 63398		12/23/2024	12/23/2024	12/26/2024		12/26/2024	4.33
6530 - Office Depot, INC	398418135001	15-Wall Calendar for B. Collins	Paid by EFT # 63398		12/23/2024	12/23/2024	12/26/2024		12/26/2024	12.99
Account 52110 - Office Supplies Totals									Invoice Transactions 2	\$17.32
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HJ9-9X6T-NGKG	15-Wireless headset for T. Radewan	Paid by EFT # 63284		12/23/2024	12/23/2024	12/26/2024		12/26/2024	198.00
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$198.00
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	2872974211321224	06-cell phone chgs 11/12-12/11/24-Inv. 287297421132X12192024	Paid by Check # 79564		12/24/2024	12/24/2024	12/24/2024		12/24/2024	245.75
13969 - AT&T Mobility II, LLC	2873273216181224	06-Unlim'td LTE Laptp/Hotsp-11/12-12/11/24-287327321618X12192024	Paid by Check # 79567		12/24/2024	12/24/2024	12/24/2024		12/24/2024	29.24
Account 53210 - Telephone Totals									Invoice Transactions 2	\$274.99
Account 53990 - Other Services and Charges										
2128 - Van Ausdall & Farrar, INC	637799	15-Digitization for Rental Files - November 2024	Paid by EFT # 63443		12/23/2024	12/23/2024	12/26/2024		12/26/2024	5,625.60
798 - Winters Associates Promotional Products, INC	115509	15-Hats, Shirts, Jackets with the HAND Logo for HAND employees	Paid by EFT # 63454		12/23/2024	12/23/2024	12/26/2024		12/26/2024	1,903.50
Account 53990 - Other Services and Charges Totals									Invoice Transactions 2	\$7,529.10
Program 151600 - Title 16 Totals									Invoice Transactions 7	\$8,019.41
Program 152000 - Historic Preservation										
Account 53960 - Grants										
9081 - Elizabeth M Mitchell	0000006	15-research/videographer-African American Walking Tour-12/12	Paid by EFT # 63387		12/23/2024	12/23/2024	12/26/2024		12/26/2024	5,790.00
Account 53960 - Grants Totals									Invoice Transactions 1	\$5,790.00
Program 152000 - Historic Preservation Totals									Invoice Transactions 1	\$5,790.00
Department 15 - HAND Totals									Invoice Transactions 8	\$13,809.41
Fund 101 - General Fund (S0101) Totals									Invoice Transactions 8	\$13,809.41



Board of Redevelopment Commission Claim Register

Invoice Date Range 12/21/24 - 12/26/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 153 - LIT - Economic Development										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
9600 - Double Oak Properties LLC	R101-Norris	15-Rent Deposit-B. Norris-3952 S Kennedy Dr	Paid by EFT # 63331		12/23/2024	12/23/2024	12/26/2024		12/26/2024	500.00
5819 - Synchrony Bank	6728	15-Sams Club-Tables, chairs, shelving for block party trailer	Paid by Check # 79557		12/23/2024	12/23/2024	12/26/2024		12/26/2024	1,024.94
9596 - David Thompson	R101-Levertt	15-Rent Deposit-D. Leverett 2601 S Kendall Dr	Paid by EFT # 63436		12/23/2024	12/23/2024	12/26/2024		12/26/2024	500.00
							Account 53960 - Grants Totals	Invoice Transactions 3		\$2,024.94
							Program 150000 - Main Totals	Invoice Transactions 3		\$2,024.94
							Department 15 - HAND Totals	Invoice Transactions 3		\$2,024.94
							Fund 153 - LIT - Economic Development Totals	Invoice Transactions 3		\$2,024.94
Fund 176 - ARPA Local Fiscal Recvry (S9512)										
Department 15 - HAND										
Program G21005 - ARPA COVID Local Fiscal Recovery										
Account 53960 - Grants										
9638 - Legacy25, INC	ARPA-12.16.24	15-ARPA-The Retreat at Switchyard	Paid by EFT # 63376		12/23/2024	12/23/2024	12/26/2024		12/26/2024	568,000.00
							Account 53960 - Grants Totals	Invoice Transactions 1		\$568,000.00
							Program G21005 - ARPA COVID Local Fiscal Recovery Totals	Invoice Transactions 1		\$568,000.00
							Department 15 - HAND Totals	Invoice Transactions 1		\$568,000.00
							Fund 176 - ARPA Local Fiscal Recvry (S9512) Totals	Invoice Transactions 1		\$568,000.00
Fund 250 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53960 - Grants										
6378 - ANN-KRISS, LLC	721-121524	15-EHR-G Shields, LLC- 1600 N. Willis, 63-faucet, Liv Rm Floor	Paid by EFT # 557		12/23/2024	12/23/2024	12/26/2024		12/26/2024	3,421.00
							Account 53960 - Grants Totals	Invoice Transactions 1		\$3,421.00
							Program 150000 - Main Totals	Invoice Transactions 1		\$3,421.00
							Department 15 - HAND Totals	Invoice Transactions 1		\$3,421.00
							Fund 250 - CDBG Totals	Invoice Transactions 1		\$3,421.00



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Invoice Date Range 12/21/24 - 12/26/24

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 439 - Consolidated TIF										
Department 15 - HAND										
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
7808 - J.S. Held LLC	INV-01US-0214884	15-Project Management for Hopewell Site - November 2024	Paid by EFT # 63364		12/23/2024	12/23/2024	12/26/2024		12/26/2024	7,279.00
5900 - VET Environmental Engineering, LLC	8022	15-Environmental Services-Hopewell Develop. 9/9/24-12/10/24	Paid by EFT # 63448		12/23/2024	12/23/2024	12/26/2024		12/26/2024	10,718.94
Account 53990 - Other Services and Charges Totals							Invoice Transactions 2			\$17,997.94
Program 159001 - Adams Crossing Area Totals							Invoice Transactions 2			\$17,997.94
Program 159002 - Downtown Area										
Account 53990 - Other Services and Charges										
3885 - Building Associates, INC	BLDAS-TECHCTR-13	04-Trades District Tech Center-App 13 (Inv #15015)	Paid by EFT # 63311		12/23/2024	12/23/2024	12/26/2024		12/26/2024	443,176.93
5149 - E&B Paving, INC	E&BTECHCTR-APP 6	04-Paving for Tech Center-App 6-Inv #30062095	Paid by EFT # 63333		12/23/2024	12/23/2024	12/26/2024		12/26/2024	246,012.95
18844 - First Financial Bank, N.A.	BLDAS-TECHCTR-13	04-Trades District Tech Ctr-Bldg Assoc-App #13	Paid by Check # 79547		12/23/2024	12/23/2024	12/26/2024		12/26/2024	23,325.10
321 - Harrell Fish, INC (HFI)	J005156	26-condensing drain pans 4th ST garage HVAC-design flaw-10/22/24	Paid by EFT # 63350		12/23/2024	12/23/2024	12/23/2024		12/26/2024	52,500.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions 4			\$765,014.98
Program 159002 - Downtown Area Totals							Invoice Transactions 4			\$765,014.98
Department 15 - HAND Totals							Invoice Transactions 6			\$783,012.92
Fund 439 - Consolidated TIF Totals							Invoice Transactions 6			\$783,012.92
Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
321 - Harrell Fish, INC (HFI)	ZW19942	04-Toilet Repair in Showers West gym area-11/19	Paid by EFT # 63350		12/23/2024	12/23/2024	12/26/2024		12/26/2024	590.57
7077 - Kings III of America, LLC (Kings III Emergency)	2800971	04-Emergency Phone Monitoring-College Sq Elevator-9/1-11/30	Paid by EFT # 63367		12/23/2024	12/23/2024	12/26/2024		12/26/2024	154.86



Board of Redevelopment Commission Claim Register

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Fund 444 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7077 - Kings III of America, LLC (Kings III Emergency)	2880528	04- Emergency Phone Monitoring-College Sq Elev-12/1/24-1/29/25	Paid by EFT # 63367		12/23/2024	12/23/2024	12/26/2024		12/26/2024	103.87
7402 - Nature's Way, INC	67053	04-Landscaping Services-Trades District 11/27/24	Paid by EFT # 63394		12/23/2024	12/23/2024	12/26/2024		12/26/2024	924.00
7402 - Nature's Way, INC	67054	04-Landscaping Serv-Trades Dist Pkg Garage-12/06/24	Paid by EFT # 63394		12/23/2024	12/23/2024	12/26/2024		12/26/2024	95.00
4443 - The Sherwin Williams Company	8505-2	04-Paint Supplies for the Mill-paint, drop cloth, trays, pails	Paid by EFT # 63433		12/23/2024	12/23/2024	12/26/2024		12/26/2024	1,424.63
4443 - The Sherwin Williams Company	8541-7	04-Paint Supplies for the Mill-paint	Paid by EFT # 63433		12/23/2024	12/23/2024	12/26/2024		12/26/2024	707.99
4443 - The Sherwin Williams Company	8543-3	04-Paint Supplies for the Mill-paint	Paid by EFT # 63433		12/23/2024	12/23/2024	12/26/2024		12/26/2024	707.99
364 - Rumpke Of Indiana, LLC	3700202044-1224	15-Trash Service at 320 W 8th - Showers West - December 2024	Paid by EFT # 63420		12/23/2024	12/23/2024	12/26/2024		12/26/2024	123.81
208 - City Of Bloomington Utilities	4995-004 1124	15-627 N Morton Street-water/sewer bill November 2024	Paid by Check # 79520		12/24/2024	12/24/2024	12/24/2024		12/24/2024	61.39
223 - Duke Energy	9101205751661 224	15-627 N Morton-elec chgs 11/02/24-12/02/24	Paid by Check # 79522		12/24/2024	12/24/2024	12/24/2024		12/24/2024	93.24
223 - Duke Energy	9101205760681 224	15-Trades District-Outdoor Lighting-elec chgs 11/15/24-12/13/24	Open		12/26/2024	12/26/2024	12/26/2024		12/26/2024	30.21
Account 53990 - Other Services and Charges Totals							Invoice Transactions	12		\$5,017.56
Program 150000 - Main Totals							Invoice Transactions	12		\$5,017.56
Department 15 - HAND Totals							Invoice Transactions	12		\$5,017.56
Fund 444 - RDC Totals							Invoice Transactions	12		\$5,017.56
Grand Totals							Invoice Transactions	31		\$1,375,285.83

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/26/24	Claims				\$1,375,285.83
					<u>\$1,375,285.83</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$1,375,285.83

Dated this 2nd day of Jan year of 2025.

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

Fiscal Office Cheryl Sililand



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

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

JESSICA MCCLELLAN
CONTROLLER

CONTROLLER'S OFFICE

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controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 01-17-2025 (\$3,773.10)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 12-27-2024 to 01-17-2025. In signing below, I am expressing my opinion that based on that review, these claims have complied with the City's internal claims approval process, including the submission of the documentation and the necessary signatures and internal approvals.

Cheryl Gilliland-Deputy Controller
Controller's Office

In consultation with Anna Killion-Hanson, Director of Housing and Neighborhood Development, I have reviewed the Claims Register covering the time period from 12-27-2024 to 01-17-2025, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

~~City Attorney~~

Margie Rice, Corporation Counsel



Board of Redevelopment Commission Claim Register

Invoice Date Range 12/27/24 - 01/17/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 1101 - General										
Department 15 - HAND										
Program 151600 - Title 16										
Account 53310 - Printing										
501 - Karl Clark (KC Designs)	6670	15-Department Envelopes - QTY 5,000	Paid by EFT # 63502		12/27/2024	01/07/2025	01/17/2025		01/17/2025	375.00
Account 53310 - Printing Totals									Invoice Transactions 1	\$375.00
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	EPLBF-NOV 24	06-EPL Bank Fees P&T/ENG/HAND-Nov 2024 Paid in Dec 2024	Paid by EFT # 63471		12/30/2024	12/30/2024	12/30/2024		12/30/2024	163.38
Account 53830 - Bank Charges Totals									Invoice Transactions 1	\$163.38
Program 151600 - Title 16 Totals									Invoice Transactions 2	\$538.38
Department 15 - HAND Totals									Invoice Transactions 2	\$538.38
Fund 1101 - General Totals									Invoice Transactions 2	\$538.38
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7402 - Nature's Way, INC	66648	06-Monthly Interior Maintenance/College Square - November 2024	Paid by EFT # 63554		01/07/2025	01/07/2025	01/17/2025		01/17/2025	93.00
7414 - MAP Communications, INC (Live Voice)	000035-066- 661	06-Answering Service for College Square- January 2025	Paid by Check # 79586		01/08/2025	01/08/2025	01/08/2025		01/08/2025	50.48
12283 - Smithville Communications	401NMRTN- 010125	25-Smithville-Internet January 2025-includes BFD	Paid by Check # 79587		01/08/2025	01/08/2025	01/08/2025		01/08/2025	385.00
223 - Duke Energy	9101205758431 224	04-College Sq-200 S. College Ave-elec. chgs 11/26/24-12/26/24	Edit		01/15/2025	01/15/2025	01/15/2025			368.06
223 - Duke Energy	9101205761751 224	04-College Sq-202 S College-elec. bill 11/26/24-12/26/24	Edit		01/15/2025	01/15/2025	01/15/2025			22.97
223 - Duke Energy	9101205753641 224	04-College Sq-204 S. College Ave-electric bill 11/26/24-12/26/24	Edit		01/15/2025	01/15/2025	01/15/2025			206.37
223 - Duke Energy	9101205762901 224	04-College Sq-208 S. College-elec. bill 11/26/24-12/26/24	Edit		01/15/2025	01/15/2025	01/15/2025			159.98
223 - Duke Energy	9101205763991 224	04-College Sq-210 S. College Ave-elec. chgs 11/26/24-12/26/24	Edit		01/15/2025	01/15/2025	01/15/2025			493.00



Board of Redevelopment Commission Claim Register

Invoice Date Range 12/27/24 - 01/17/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
223 - Duke Energy	9101205760181 224	04-College Sq-222 S College Ave -elec bill 11/26/24-12/26/24	Edit		01/15/2025	01/15/2025	01/15/2025			388.92
223 - Duke Energy	9101205756791 224	04-College Sq-222 S College Ave - elec serv 11/26/24-12/26/24	Edit		01/15/2025	01/15/2025	01/15/2025			481.26
223 - Duke Energy	9101205750331 224	04-College Sq-226 S. College Ave-elec chgs 11/26/24-12/26/24	Edit		01/15/2025	01/15/2025	01/15/2025			585.68
Account 53990 - Other Services and Charges Totals							Invoice Transactions	11		<u>\$3,234.72</u>
Program 150000 - Main Totals							Invoice Transactions	11		<u>\$3,234.72</u>
Department 15 - HAND Totals							Invoice Transactions	11		<u>\$3,234.72</u>
Fund 2519 - RDC Totals							Invoice Transactions	11		<u>\$3,234.72</u>
Grand Totals							Invoice Transactions	13		<u>\$3,773.10</u>

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
01/17/25	Claims				\$3,773.10
					<u>\$3,773.10</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$3,773.10

Dated this 9th day of Jan. year of 2025.

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

Fiscal Office

Cheryl Sciland



KERRY THOMSON

JESSICA MCCLELLAN

MAYOR

CONTROLLER

CITY OF BLOOMINGTON

401 N Morton St

Post Office Box 100
Bloomington IN 47402

CONTROLLER'S OFFICE

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controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: December 13, 2024
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 11/25/2024 to 12/08/2024. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.



Jessica McClellan
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 12/13/24 - 12/13/24

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	12/13/2024	2,277.44		.00	200.27	138.84	32.47	67.86	42.75	178.23	1,617.02
			.00	.00	2,139.39	2,239.39	2,239.39	2,139.39	2,139.39		
		\$2,277.44	\$0.00	\$0.00	\$200.27	\$138.84	\$32.47	\$67.86	\$42.75	\$178.23	\$1,617.02
10000 Bixler, Daniel R 2594	12/13/2024	1,705.68		.00	128.81	95.71	22.39	48.63	30.64	191.83	1,187.67
			.00	.00	1,543.95	1,543.95	1,543.95	1,543.95	1,543.95		
		\$1,705.68	\$0.00	\$0.00	\$128.81	\$95.71	\$22.39	\$48.63	\$30.64	\$191.83	\$1,187.67
2972 Caswell, Tammy M	12/13/2024	2,134.62		.00	158.52	130.92	30.61	67.72	45.08	80.70	1,621.07
			.00	.00	2,096.61	2,111.61	2,111.61	2,096.61	2,096.61		
		\$2,134.62	\$0.00	\$0.00	\$158.52	\$130.92	\$30.61	\$67.72	\$45.08	\$80.70	\$1,621.07
10000 Collins, Barry 0111	12/13/2024	1,200.00		.00	187.31	74.40	17.40	38.76	21.00	.00	861.13
			.00	.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00		
		\$1,200.00	\$0.00	\$0.00	\$187.31	\$74.40	\$17.40	\$38.76	\$21.00	\$0.00	\$861.13
2771 Council, David R	12/13/2024	1,742.80		.00	73.66	88.88	20.79	42.80	26.97	400.90	1,088.80
			.00	.00	1,363.54	1,433.54	1,433.54	1,363.54	1,363.54		
		\$1,742.80	\$0.00	\$0.00	\$73.66	\$88.88	\$20.79	\$42.80	\$26.97	\$400.90	\$1,088.80
3232 Davis, Rebecca D	12/13/2024	1,857.69		.00	174.17	111.14	25.99	56.74	35.75	106.35	1,347.55
			.00	.00	1,756.54	1,792.54	1,792.54	1,756.54	1,756.54		
		\$1,857.69	\$0.00	\$0.00	\$174.17	\$111.14	\$25.99	\$56.74	\$35.75	\$106.35	\$1,347.55
10000 Finley, Christina L 0187	12/13/2024	3,603.84		.00	551.04	223.85	52.35	115.05	73.27	33.78	2,554.50
			.00	.00	3,600.34	3,610.34	3,610.34	3,600.34	3,600.34		
		\$3,603.84	\$0.00	\$0.00	\$551.04	\$223.85	\$52.35	\$115.05	\$73.27	\$33.78	\$2,554.50
2393 Hayes, Chastina J	12/13/2024	1,924.69		.00	148.18	116.40	27.22	59.83	32.42	218.30	1,322.34
			.00	.00	1,852.42	1,877.42	1,877.42	1,852.42	1,852.42		
		\$1,924.69	\$0.00	\$0.00	\$148.18	\$116.40	\$27.22	\$59.83	\$32.42	\$218.30	\$1,322.34
3496 Hershman, Felicia J	12/13/2024	1,730.76		.00	124.31	102.52	23.97	53.41	33.65	99.91	1,292.99
			.00	.00	1,653.54	1,653.54	1,653.54	1,653.54	1,653.54		
		\$1,730.76	\$0.00	\$0.00	\$124.31	\$102.52	\$23.97	\$53.41	\$33.65	\$99.91	\$1,292.99
			\$0.00	\$0.00	\$1,653.54	\$1,653.54	\$1,653.54	\$1,653.54	\$1,653.54		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 12/13/24 - 12/13/24

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Hewett, John H 0251	12/13/2024	4,838.76		.00	775.61	293.10	68.55	147.85	93.15	454.02	3,006.48
			.00	.00	4,577.46	4,727.46	4,727.46	4,577.46	4,577.46		
		\$4,838.76		\$0.00	\$775.61	\$293.10	\$68.55	\$147.85	\$93.15	\$454.02	\$3,006.48
			\$0.00	\$0.00	\$4,577.46	\$4,727.46	\$4,727.46	\$4,577.46	\$4,577.46		
3183 Hyten LaFontaine, Stephanie L	12/13/2024	2,301.92		.00	155.94	139.79	32.69	50.59	31.87	697.27	1,193.77
			.00	.00	1,604.65	2,254.65	2,254.65	1,604.65	1,604.65		
		\$2,301.92		\$0.00	\$155.94	\$139.79	\$32.69	\$50.59	\$31.87	\$697.27	\$1,193.77
			\$0.00	\$0.00	\$1,604.65	\$2,254.65	\$2,254.65	\$1,604.65	\$1,604.65		
3306 Killion-Hanson, Anna	12/13/2024	4,507.15		.00	282.96	264.79	61.93	137.95	86.91	236.36	3,436.25
			.00	.00	4,270.79	4,270.79	4,270.79	4,270.79	4,270.79		
		\$4,507.15		\$0.00	\$282.96	\$264.79	\$61.93	\$137.95	\$86.91	\$236.36	\$3,436.25
			\$0.00	\$0.00	\$4,270.79	\$4,270.79	\$4,270.79	\$4,270.79	\$4,270.79		
1516 Liford, Kenneth T	12/13/2024	1,896.31		.00	130.88	117.57	27.50	60.28	37.98	46.60	1,475.50
			.00	.00	1,866.31	1,896.31	1,896.31	1,866.31	1,866.31		
		\$1,896.31		\$0.00	\$130.88	\$117.57	\$27.50	\$60.28	\$37.98	\$46.60	\$1,475.50
			\$0.00	\$0.00	\$1,866.31	\$1,896.31	\$1,896.31	\$1,866.31	\$1,866.31		
2557 Radewan, Tonda L	12/13/2024	1,672.01		.00	108.92	94.57	22.12	48.03	30.26	146.70	1,221.41
			.00	.00	1,525.31	1,525.31	1,525.31	1,525.31	1,525.31		
		\$1,672.01		\$0.00	\$108.92	\$94.57	\$22.12	\$48.03	\$30.26	\$146.70	\$1,221.41
			\$0.00	\$0.00	\$1,525.31	\$1,525.31	\$1,525.31	\$1,525.31	\$1,525.31		
1378 Sandweiss, Noah S	12/13/2024	2,307.70		.00	247.47	137.67	32.20	70.48	44.08	102.48	1,673.32
			.00	.00	2,220.49	2,220.49	2,220.49	2,220.49	2,220.49		
		\$2,307.70		\$0.00	\$247.47	\$137.67	\$32.20	\$70.48	\$44.08	\$102.48	\$1,673.32
			\$0.00	\$0.00	\$2,220.49	\$2,220.49	\$2,220.49	\$2,220.49	\$2,220.49		
10000 Stong, Mary J 0471	12/13/2024	2,019.81		.00	180.01	113.47	26.53	58.31	36.74	350.24	1,254.51
			.00	.00	1,805.21	1,830.21	1,830.21	1,805.21	1,805.21		
		\$2,019.81		\$0.00	\$180.01	\$113.47	\$26.53	\$58.31	\$36.74	\$350.24	\$1,254.51
			\$0.00	\$0.00	\$1,805.21	\$1,830.21	\$1,830.21	\$1,805.21	\$1,805.21		
504 Swinney, Matthew P	12/13/2024	2,260.12		.00	329.25	140.51	32.86	72.72	45.81	37.94	1,601.03
			.00	.00	2,251.31	2,266.31	2,266.31	2,251.31	2,251.31		
		\$2,260.12		\$0.00	\$329.25	\$140.51	\$32.86	\$72.72	\$45.81	\$37.94	\$1,601.03
			\$0.00	\$0.00	\$2,251.31	\$2,266.31	\$2,266.31	\$2,251.31	\$2,251.31		
2477 Toothman, Cody B	12/13/2024	2,210.11		.00	56.49	127.73	29.87	65.30	39.58	155.16	1,735.98
			.00	.00	2,060.18	2,060.18	2,060.18	2,060.18	2,060.18		
		\$2,210.11		\$0.00	\$56.49	\$127.73	\$29.87	\$65.30	\$39.58	\$155.16	\$1,735.98
			\$0.00	\$0.00	\$2,060.18	\$2,060.18	\$2,060.18	\$2,060.18	\$2,060.18		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 12/13/24 - 12/13/24

Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
2305 Van Rooy, Angela L	12/13/2024	2,107.98		.00	116.03	130.69	30.57	61.63	38.83	224.25	1,505.98
			.00	.00	1,907.98	2,107.98	2,107.98	1,907.98	1,907.98		
		\$2,107.98		\$0.00	\$116.03	\$130.69	\$30.57	\$61.63	\$38.83	\$224.25	\$1,505.98
			\$0.00	\$0.00	\$1,907.98	\$2,107.98	\$2,107.98	\$1,907.98	\$1,907.98		
728 Wright, Edward E	12/13/2024	1,701.00		.00	151.07	96.97	22.68	50.52	27.37	167.00	1,185.39
			.00	.00	1,564.01	1,564.01	1,564.01	1,564.01	1,564.01		
		\$1,701.00		\$0.00	\$151.07	\$96.97	\$22.68	\$50.52	\$27.37	\$167.00	\$1,185.39
			\$0.00	\$0.00	\$1,564.01	\$1,564.01	\$1,564.01	\$1,564.01	\$1,564.01		
HAND - Housing & Neighborhood Dev		\$46,000.39		\$0.00	\$4,280.90	\$2,739.52	\$640.69	\$1,374.46	\$854.11	\$3,928.02	\$32,182.69
			\$0.00	\$0.00	\$42,860.03	\$44,186.03	\$44,186.03	\$42,860.03	\$42,860.03		
Grand Totals		\$46,000.39		\$0.00	\$4,280.90	\$2,739.52	\$640.69	\$1,374.46	\$854.11	\$3,928.02	\$32,182.69
			\$0.00	\$0.00	\$42,860.03	\$44,186.03	\$44,186.03	\$42,860.03	\$42,860.03		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/13/2024	Payroll				46,000.39
					<u>46,000.39</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 \$ 46,000.39

Dated this ____ day of _____ year of 20____.

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

Fiscal Officer _____



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON
401 N Morton St

Post Office Box 100
Bloomington IN 47402

**JESSICA MCCLELLAN
CONTROLLER**

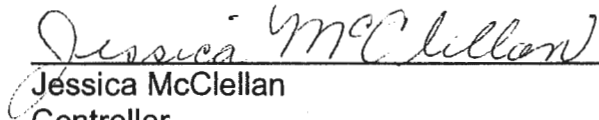
CONTROLLER'S OFFICE
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controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: January 10, 2025
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 12/23/2024 to 01/05/2025. In signing below, I am expressing my opinion that based on that review; the payroll has complied with the City's internal approval process, including the submission of documentation and the necessary signatures and internal approvals.



Jessica McClellan
Controller



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 01/10/25 - 01/10/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
10000 Arnold, Michael L 0051	01/10/2025	2,431.22		.00	218.66	148.47	34.72	67.68	48.28	185.84	1,727.57
			.00	.00	2,294.60	2,394.60	2,394.60	2,294.60	2,294.60		
		\$2,431.22	\$0.00	\$0.00	\$218.66	\$148.47	\$34.72	\$67.68	\$48.28	\$185.84	\$1,727.57
10000 Bixler, Daniel R 2594	01/10/2025	1,825.56		.00	148.16	106.80	24.98	50.53	36.04	140.06	1,318.99
			.00	.00	1,722.64	1,722.64	1,722.64	1,722.64	1,722.64		
		\$1,825.56	\$0.00	\$0.00	\$148.16	\$106.80	\$24.98	\$50.53	\$36.04	\$140.06	\$1,318.99
2972 Caswell, Tammy M	01/10/2025	2,217.10		.00	153.43	130.46	30.51	62.67	44.92	172.32	1,622.79
			.00	.00	2,089.12	2,104.12	2,104.12	2,089.12	2,089.12		
		\$2,217.10	\$0.00	\$0.00	\$153.43	\$130.46	\$30.51	\$62.67	\$44.92	\$172.32	\$1,622.79
10000 Collins, Barry 0111	01/10/2025	1,200.00		.00	184.23	74.40	17.40	36.00	21.00	.00	866.97
			.00	.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00		
		\$1,200.00	\$0.00	\$0.00	\$184.23	\$74.40	\$17.40	\$36.00	\$21.00	\$0.00	\$866.97
2771 Council, David R	01/10/2025	1,974.00		.00	103.33	107.98	25.25	49.00	34.95	326.73	1,326.76
			.00	.00	1,671.67	1,741.67	1,741.67	1,671.67	1,671.67		
		\$1,974.00	\$0.00	\$0.00	\$103.33	\$107.98	\$25.25	\$49.00	\$34.95	\$326.73	\$1,326.76
3232 Davis, Rebecca D	01/10/2025	1,992.55		.00	188.41	119.58	27.97	56.78	40.50	106.35	1,452.96
			.00	.00	1,892.66	1,928.66	1,928.66	1,892.66	1,892.66		
		\$1,992.55	\$0.00	\$0.00	\$188.41	\$119.58	\$27.97	\$56.78	\$40.50	\$106.35	\$1,452.96
10000 Finley, Christina L 0187	01/10/2025	3,430.64		.00	432.62	192.93	45.12	91.90	66.38	368.95	2,232.74
			.00	.00	3,101.78	3,111.78	3,111.78	3,101.78	3,101.78		
		\$3,430.64	\$0.00	\$0.00	\$432.62	\$192.93	\$45.12	\$91.90	\$66.38	\$368.95	\$2,232.74
2393 Hayes, Chastina J	01/10/2025	2,084.45		.00	164.23	126.31	29.54	60.37	35.21	234.38	1,434.41
			.00	.00	2,012.18	2,037.18	2,037.18	2,012.18	2,012.18		
		\$2,084.45	\$0.00	\$0.00	\$164.23	\$126.31	\$29.54	\$60.37	\$35.21	\$234.38	\$1,434.41
3496 Hershman, Felicia J	01/10/2025	1,776.03		.00	126.68	105.35	24.64	50.98	36.36	97.78	1,334.24
			.00	.00	1,699.23	1,699.23	1,699.23	1,699.23	1,699.23		
		\$1,776.03	\$0.00	\$0.00	\$126.68	\$105.35	\$24.64	\$50.98	\$36.36	\$97.78	\$1,334.24
			\$0.00	\$0.00	\$1,699.23	\$1,699.23	\$1,699.23	\$1,699.23	\$1,699.23		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 01/10/25 - 01/10/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
3183 Hyten LaFontaine, Stephanie L	01/10/2025	2,547.65		.00	183.33	155.02	36.26	54.36	38.78	697.27	1,382.63
			.00	.00	1,850.38	2,500.38	2,500.38	1,850.38	1,850.38		
		\$2,547.65	\$0.00	\$0.00	\$183.33	\$155.02	\$36.26	\$54.36	\$38.78	\$697.27	\$1,382.63
3306 Killion-Hanson, Anna	01/10/2025	4,547.73		.00	283.63	267.30	62.51	129.34	92.26	236.36	3,476.33
			.00	.00	4,311.37	4,311.37	4,311.37	4,311.37	4,311.37		
		\$4,547.73	\$0.00	\$0.00	\$283.63	\$267.30	\$62.51	\$129.34	\$92.26	\$236.36	\$3,476.33
1516 Liford, Kenneth T	01/10/2025	2,116.14		.00	153.07	131.20	30.68	62.58	44.64	46.60	1,647.37
			.00	.00	2,086.14	2,116.14	2,116.14	2,086.14	2,086.14		
		\$2,116.14	\$0.00	\$0.00	\$153.07	\$131.20	\$30.68	\$62.58	\$44.64	\$46.60	\$1,647.37
2557 Radewan, Tonda L	01/10/2025	1,686.74		.00	109.96	96.71	22.62	45.64	32.56	126.85	1,252.40
			.00	.00	1,559.89	1,559.89	1,559.89	1,559.89	1,559.89		
		\$1,686.74	\$0.00	\$0.00	\$109.96	\$96.71	\$22.62	\$45.64	\$32.56	\$126.85	\$1,252.40
1378 Sandweiss, Noah S	01/10/2025	2,496.30		.00	285.75	150.92	35.30	71.87	51.27	80.50	1,820.69
			.00	.00	2,434.17	2,434.17	2,434.17	2,434.17	2,434.17		
		\$2,496.30	\$0.00	\$0.00	\$285.75	\$150.92	\$35.30	\$71.87	\$51.27	\$80.50	\$1,820.69
10000 Stong, Mary J 0471	01/10/2025	2,250.90		.00	205.86	127.91	29.92	61.14	43.62	362.00	1,420.45
			.00	.00	2,038.12	2,063.12	2,063.12	2,038.12	2,038.12		
		\$2,250.90	\$0.00	\$0.00	\$205.86	\$127.91	\$29.92	\$61.14	\$43.62	\$362.00	\$1,420.45
504 Swinney, Matthew P	01/10/2025	2,560.12		.00	387.24	159.31	37.26	76.64	54.67	44.34	1,800.66
			.00	.00	2,554.58	2,569.58	2,569.58	2,554.58	2,554.58		
		\$2,560.12	\$0.00	\$0.00	\$387.24	\$159.31	\$37.26	\$76.64	\$54.67	\$44.34	\$1,800.66
2477 Toothman, Cody B	01/10/2025	2,563.78		.00	92.59	147.99	34.61	70.45	48.61	184.85	1,984.68
			.00	.00	2,386.93	2,386.93	2,386.93	2,386.93	2,386.93		
		\$2,563.78	\$0.00	\$0.00	\$92.59	\$147.99	\$34.61	\$70.45	\$48.61	\$184.85	\$1,984.68
2305 Van Rooy, Angela L	01/10/2025	2,488.55		.00	157.51	154.29	36.08	68.66	48.98	249.15	1,773.88
			.00	.00	2,288.55	2,488.55	2,488.55	2,288.55	2,288.55		
		\$2,488.55	\$0.00	\$0.00	\$157.51	\$154.29	\$36.08	\$68.66	\$48.98	\$249.15	\$1,773.88
			\$0.00	\$0.00	\$2,288.55	\$2,488.55	\$2,488.55	\$2,288.55	\$2,288.55		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 01/10/25 - 01/10/25
Detail Listing

Employee	Check Date	Gross	Imputed Income	EIC	Federal	FICA	Medicare	State	Other	Deductions	Net Pay
Department HAND - Housing & Neighborhood Dev											
728 Wright, Edward E	01/10/2025	1,822.28		.00	156.27	100.74	23.56	48.75	28.44	229.70	1,234.82
			.00	.00	1,624.88	1,624.88	1,624.88	1,624.88	1,624.88		
		\$1,822.28		\$0.00	\$156.27	\$100.74	\$23.56	\$48.75	\$28.44	\$229.70	\$1,234.82
			\$0.00	\$0.00	\$1,624.88	\$1,624.88	\$1,624.88	\$1,624.88	\$1,624.88		
HAND - Housing & Neighborhood Dev		\$44,011.74		\$0.00	\$3,734.96	\$2,603.67	\$608.93	\$1,215.34	\$847.47	\$3,890.03	\$31,111.34
			\$0.00	\$0.00	\$40,818.89	\$41,994.89	\$41,994.89	\$40,818.89	\$40,818.89		
Grand Totals		\$44,011.74		\$0.00	\$3,734.96	\$2,603.67	\$608.93	\$1,215.34	\$847.47	\$3,890.03	\$31,111.34
			\$0.00	\$0.00	\$40,818.89	\$41,994.89	\$41,994.89	\$40,818.89	\$40,818.89		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS
Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/10/2025	Payroll				44,011.74
					<u>44,011.74</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 \$ 44,011.74

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 _____

**25-01
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

2025 REDEVELOPMENT COMMISSION MEETING SCHEDULE

WHEREAS, the Redevelopment Commission of the City of Bloomington is authorized under Indiana Code § 36-7-14-8 to set the dates of its regular, annual, and special meetings; and

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

The regularly scheduled Redevelopment Commission meetings for 2025 and the annual organizational meeting for 2025 are set as described in the “2025 REDEVELOPMENT COMMISSION SCHEDULE,” which is attached to this Resolution as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION

President

Printed Name

ATTEST:

Secretary

Printed Name

Date

2025 REDEVELOPMENT COMMISSION SCHEDULE

January 6, 2025	January 21, 2025 (Tuesday)
February 3, 2025	February 18, 2025 (Tuesday)
March 3, 2025	March 17, 2025
April 7, 2025	April 21, 2025
May 5, 2025	May 19, 2025
June 2, 2025	June 16, 2025
July 7, 2025	July 21, 2025
August 4, 2025	August 18, 2025
September 2, 2025 (Tuesday)	September 15, 2025
October 6, 2025	October 20, 2025
November 3, 2025	November 17, 2025
December 1, 2025	December 15, 2025

All meetings will be held at 5:00 pm in-person and electronically via Zoom unless otherwise noted.

**25-02
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF MAINTENANCE OF PROPERTY OWNED BY THE
REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON**

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) has purchased real property throughout the allocation area known as the Consolidated TIF and within the Trades District (“RDC Property”); and
- WHEREAS, the RDC recognizes that there are ongoing maintenance requirements associated with these properties; and
- WHEREAS, in Resolution 24-02, the RDC provided funding for the maintenance of property it owns, including properties within the Certified Technology Park through December 31, 2024; and
- WHEREAS, the RDC wishes to approve the funding for the maintenance of RDC-owned property through December 31, 2025; and
- WHEREAS, the funding for the maintenance shall come from the “444 Account, now known as the 2519 Account,” which is a non-TIF fund where collected rent is deposited; and
- WHEREAS, there is sufficient revenue in the 444 Account to pay for these expenditures.

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

1. The RDC authorizes the Housing and Neighborhood Development staff to receive, process, and approve invoices to expend funds on utility bills and maintenance costs associated with the RDC Property. Invoices for maintenance costs associated with the RDC Property that are more than Five Thousand Dollars (\$5,000) must be specifically approved by the RDC in advance of their expenditure. In the event that a utility bill exceeds Two Thousand Five Hundred Dollars (\$2,500), Housing and Neighborhood Development staff will inform the RDC at its next scheduled meeting.
2. For the avoidance of doubt, the RDC authorizes the City of Bloomington Controller to directly pay for or reimburse the requests to expend funds on utility bills and maintenance costs associated with the RDC Property that have been approved by the RDC out of the 444 Account. The City of Bloomington Controller shall not directly pay for or reimburse expenditures totaling more than Two Hundred Fifty Thousand Dollars (\$250,000), unless otherwise approved by the RDC.
3. The authorizations provided by this Resolution shall expire on December 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

President

Printed Name

ATTEST:

Secretary

Printed Name

Date

25-03
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF FUNDING FOR APPRAISALS FOR PROPERTY WITHIN THE
ALLOCATION AREAS FOR THE PURPOSE OF POSSIBLE ACQUISITION AND
REDEVELOPMENT

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the “Consolidated Economic Development Area” (“Consolidated TIF”); and
- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) was created for the development and redevelopment of economic development areas that would benefit public welfare, which includes the use of tax increment from the Consolidated TIF in the acquisition of real property; and
- WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and
- WHEREAS, Indiana Code Sections 36-7-14-19, -19.5, -22 require, in most circumstances, that the RDC obtain two independent appraisals of fair market value for the property to either acquire or sell real property; and
- WHEREAS, Staff is requesting an amount for the necessary appraisals of various parcels of property within the Consolidated TIF not to exceed Fifty Thousand Dollars (\$50,000); and
- WHEREAS, the RDC has available Consolidated TIF funds to pay for the appraisals.

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

1. The RDC hereby approves payments not to exceed Fifty Thousand Dollars (\$50,000.00) from the Consolidated TIF funds for appraisals for the acquisition of property within the Consolidated TIF.
2. Housing and Neighborhood Development Director Anna Killion-Hanson may sign any necessary agreements with independent appraisal agencies necessary to complete the appraisals on property, and such agreements shall be subject to the City’s normal procurement procedures.
3. City staff are directed to present the findings of any appraisal to the RDC and to save any subsequent appraisal agreements in the RDC’s files with this Resolution.

4. Unless extended by the Redevelopment Commission in a resolution, the funding authorization provided under this Resolution shall expire on December 31, 2025.

BLOOMINGTON REDEVELOPMENT COMMISSION

President

Printed Name

ATTEST:

Secretary

Printed Name

Date

**25-04
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

APPROVAL OF LEASE WITH FOR THE FORGE WITH VIVUM AI

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; and

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; and

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-; and

WHEREAS, the RDC approved a model lease for the Forge in Resolution 24-31, and the model lease was subsequently approved by the EDA; and

WHEREAS, The Mill has negotiated a lease with ViVum AI, which is attached to this Resolution as Exhibit A to lease Unit 3 in the Forge.

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

1. The RDC reaffirms its support for the Project and finds that leasing space within the Forge will enhance the City, the Consolidated TIF, and the Trades District.
2. The RDC hereby approves the Lease with ViVum AI attached to this Resolution as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**TRADES DISTRICT THE FORGE
LEASE**

THIS LEASE is made and entered into as of the 6th day of January, 2025, by and between **DIMENSION MILL, LLC**, an Indiana non-profit organization, hereinafter referred to as “The Mill”, and **ViVum AI**, 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 The Mill exclusive authority to operate and manage The Forge, consistent with the Trades District & Technology Center Agreement and US Economic Development Administration (“EDA”) grant; and

WHEREAS, Tenant desires to access and use a certain portion of The Forge, Unit 3 (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 2969 useable square feet and approximately 3978 square feet of common area. The “Premises” leased by Tenant, located on the 2nd floor, has the approximate configuration and location shown on the Floor Plan attached hereto as **Exhibit A** 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 police the exterior and will not allow Tenant’s employees or its guests to discard 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 180 days after RDC approval of the fully executed lease by Tenant and The Mill, whichever is earlier (the “Commencement Date”) and shall continue for five (5) years after the Commencement Date. The Mill 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 The Mill'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 The Mill, if applicable, in the Premises and any right of entry or occupancy by Tenant prior to the Commencement Date shall be subject to The Mill's right of non-interference.

2(b). Extension. Upon the expiration of the initial term, if Tenant is not in default, The Mill hereby grants to Tenant the right to extend the term of this Lease for three (3) additional five (5) year periods. To exercise its option, Tenant must give written notice to The Mill at least ninety (90) days prior to the expiration of the initial term or any extensions thereof. The rent payable by Tenant to The Mill during such extension shall be at a rate negotiated and mutually agreed upon prior to the execution of the extension. If Tenant fails to give written notice of extension to The Mill 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 The Mill at the address stated herein, or to such other person or at such other place as The Mill 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:	2969 square feet
Rent Per Square Foot:	\$21.00
Annual Base Rent:	\$62,349.00
Monthly Base Rent:	\$5195.75

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 The Mill and without limiting the generality of the foregoing, Tenant shall be required to pay 23.61% [Premises SF/Total RSF, (2969sf /12,577sf)]of the following charges and operating expenses as Additional Rent known as Common Area Maintenance (“CAM”) charges (“CAM Costs”) in addition to the Base. The annual CAM Costs for the initial year of the Lease shall be \$7.88 per square foot (\$23,395.72). 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 The Mill in connection therewith. Maintenance, repair, and replacement includes 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 The Mill harmless. The Mill 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 The Mill’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, The Mill 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	\$5195.75	\$62,349.00
CAM Costs	\$1949.64	\$23,395.72
TOTAL RENT	\$7,145.39	\$85,744.72

4. **Tenant Improvements.** Prior to the Lease Commencement Date, The Mill 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.

See Exhibit B for photos of the Premises.

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

4(a). Landlord Improvement Warranties. The Mill warrants to Tenant that all materials and equipment furnished by The Mill 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. The Mill shall provide to Tenant a tenant improvement allowance of one hundred and seventy-five dollars (\$175.00) per rentable square foot for a total of five hundred nineteen thousand five hundred seventy-five

Dollars (\$519,575) (the “**Tenant Improvement Allowance**”) to be applied towards the actual costs incurred by Tenant for the Tenant Improvements. The Mill 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 The Mill 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 The Mill.

For these purposes, Tenant Improvements shall be defined as all hard and soft costs, any and/or 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 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 The Mill 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 discretion of The Mill. 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 on the Commencement Date and shall vacate the Premises and return possession to The Mill 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 without the express written permission of The Mill.

8. Furniture. Premises will not be provided with furnishings by The Mill. 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 The Mill. 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 The Mill. 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 The Mill 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 The Mill 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 The Mill 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 changes to the Premises without the prior written consent of The Mill. 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 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 The Mill.

12. Maintenance. The Mill 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 house-keeping in areas used.

13. Signage and Decoration. Tenant will not install signage or decorations without prior written consent of The Mill. All signage must be in compliance with Bloomington Municipal Code.

14. Access. Upon reasonable notice to Tenant, The Mill shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective Tenants or others, as deemed reasonably necessary in The Mill's sole discretion. In case of an emergency, as determined by The Mill or public authorities, in its sole discretion, The Mill 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 The Mill and the RDC harmless therefrom.

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 The Mill and both The Mill and the RDC shall be named as additional insureds. The Mill or the RDC shall have the right to require that The Mill receive advance notice of any termination of such insurance policies.

17. Indemnity. Tenant agrees to indemnify, hold harmless, and defend The Mill and the RDC from and against any and all losses, claims, liabilities and expenses, including reasonable attorneys' fees, if any, which The Mill 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 The Mill 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 The Mill 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). The Mill 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 The Mill, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Tenant may assign or transfer this Lease without The Mill's consent (but upon written notice to The Mill) 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, The Mill 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, The Mill 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 The Mill and RDC are prevented from repairing the damage by forces beyond The Mill 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 The Mill'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, The Mill, 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

The Mill, 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 The Mill to Tenant), The Mill may take possession of the Premises without further notice, and without prejudicing The Mill's rights to damages. In the alternative, The Mill 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 The Mill 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, addressed as follows:

The Mill: The Dimension Mill, LLC
 642 North Madison Street
 Bloomington, IN 47404

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

Tenant: ViVum AI
 Derek Whitley
 642 N. Madison Street
 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, 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 to Folia, Tenant shall obtain a special Mill membership providing access to additional conference rooms and discounted use of The Mill's event hall.

30. **Parking.** Tenant shall have the right but not the obligation to lease parking spaces on a monthly basis in 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.

The Dimension Mill, Inc.

By: _____

Pat East

Its: Executive Director

TENANT:

By: _____

Derek Whitley

Its: Chief Technology Officer & Co-Founder

EXHIBIT A

DESCRIPTION OF PREMISES

The property to be leased is commonly known as 617 N. Madison Street, Unit 3, Bloomington, Indiana 47404, and is located at the corner of Makers Way and N. Madison Street, Bloomington, Indiana 47404.

(Floor Plan with Dimensions Attached)

EXHIBIT B

Photos of Premises



ADDENDUM 1 - RENT ADJUSTMENTS TO LEASE AGREEMENT DATED

BY AND BETWEEN

ViVum AI

AND

THE MILL

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.

Exhibit A



Department Legend

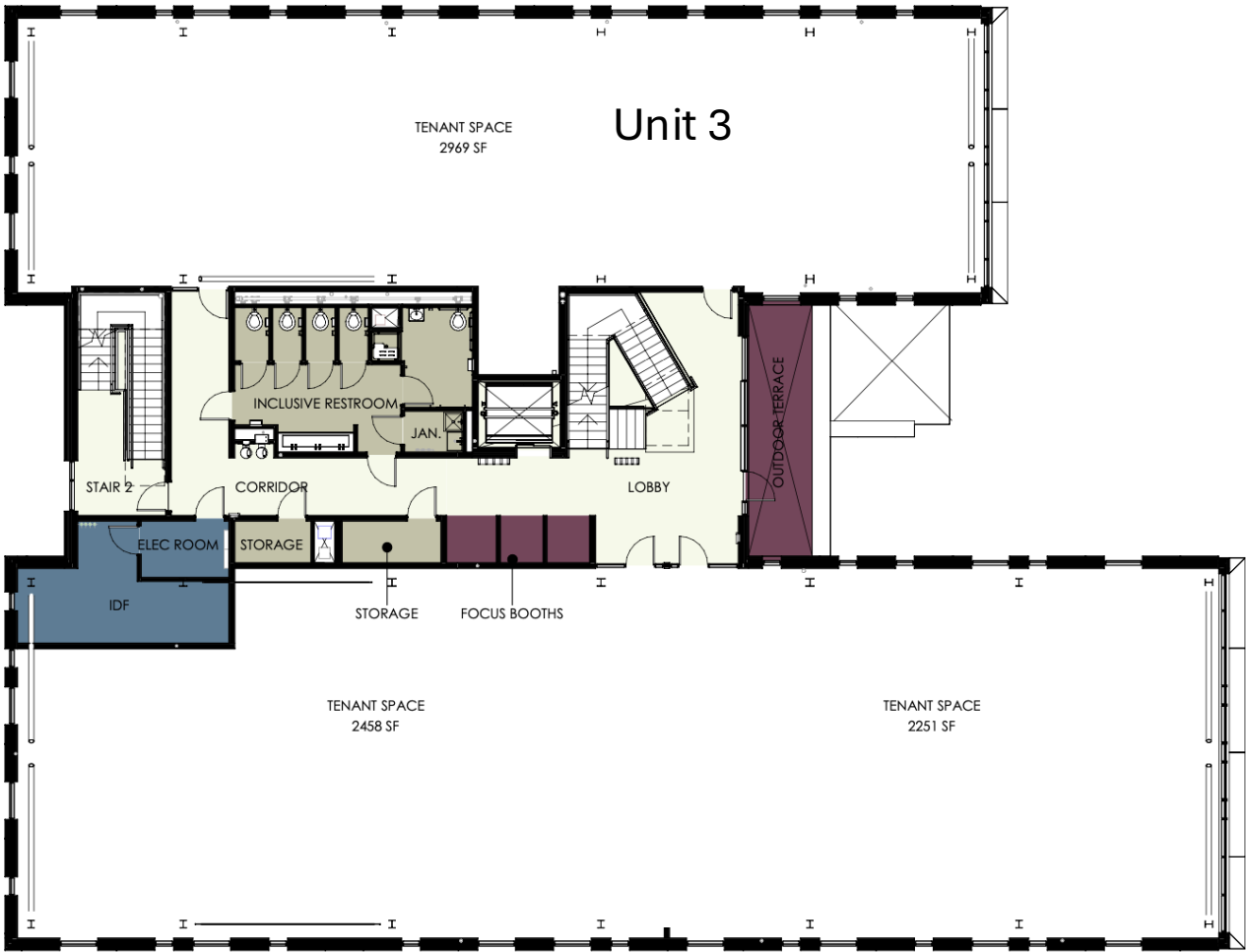
- AMENITY
- CIRCULATION
- LOBBY
- MEP
- SERVICE
- TENANT

UNFINISHED AREA		
ROOM #	ROOM NAME	ACTUAL AREA
FIRST FLOOR		
110	TENANT SPACE	618 SF
116	TENANT SPACE	2381 SF
117	TENANT SPACE	1900 SF
		4899 SF
SECOND FLOOR		
211	TENANT SPACE	2251 SF
212	TENANT SPACE	2458 SF
213	TENANT SPACE	2969 SF
		7678 SF
		12577 SF



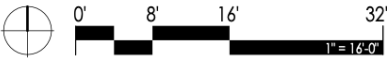
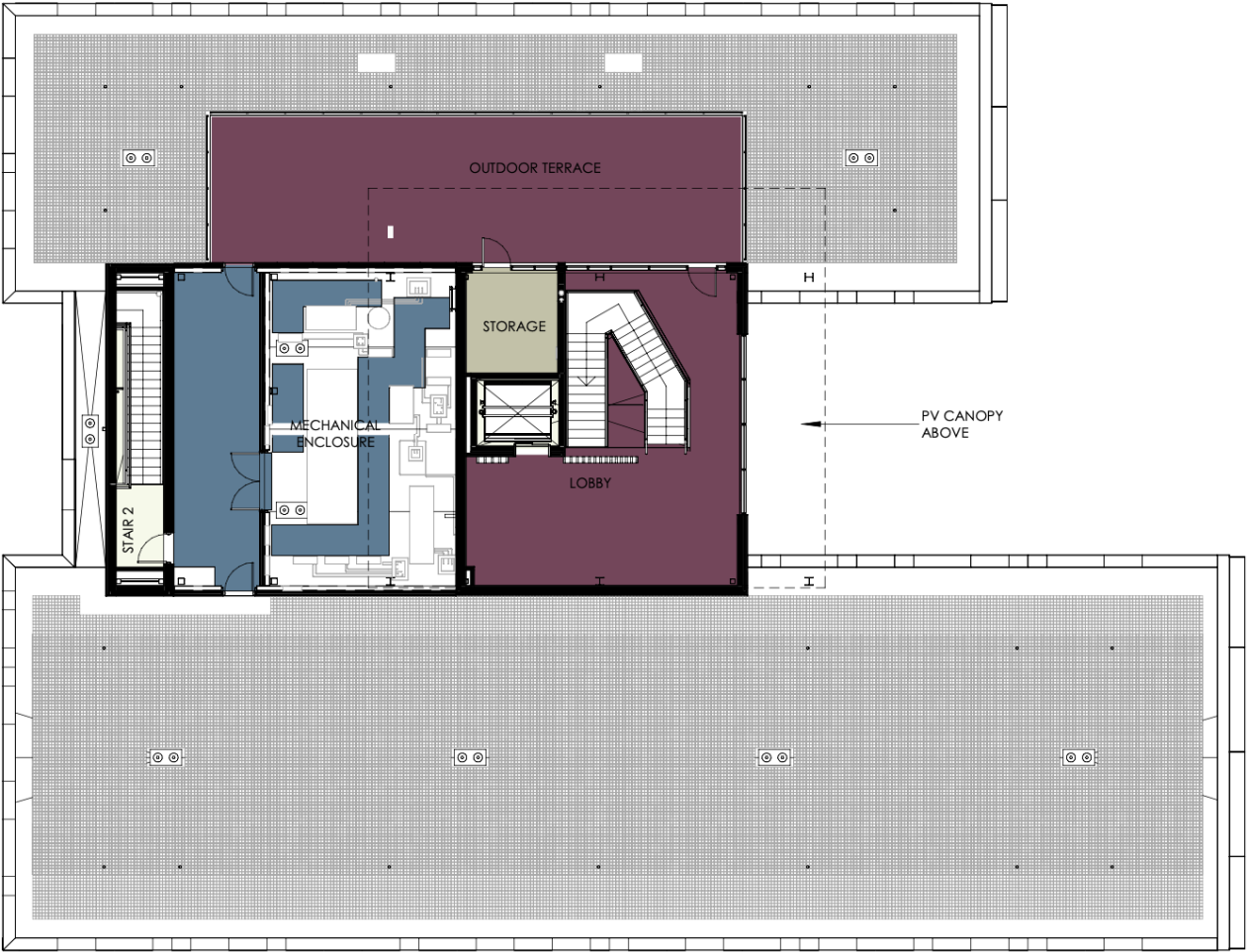
Department Legend

- AMENITY
- CIRCULATION
- LOBBY
- MEP
- SERVICE
- TENANT



Department Legend

- AMENITY
- CIRCULATION
- LOBBY
- MEP
- SERVICE
- TENANT



**25-05
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**AMENDMENT 3 TO AGREEMENT FOR ARCHITECTURAL AND ENGINEERING
SERVICES WITH AXIS ARCHITECTURE INTERIORS, LLC FOR THE FORGE**

- WHEREAS, on August 3, 2020, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review & Approval Form (“Form”) authorizing services related to a match required by the terms of a federal EDA CARES Act grant to construct a tech center in the Trades District, now known as The Forge (“Project”); and
- WHEREAS, in Resolution 22-15, the RDC approved an Agreement with Axis Architecture Interiors, LLC (“Axis”) to provide the design services for the Project (“Agreement”), which was first amended in Resolution 22-96; and
- WHEREAS, the total amount for the Agreement as amended was \$411,532.50; and
- WHEREAS, in Resolution 24-96, the RDC approved a Second Amendment to the Agreement with Axis Architecture Interiors, LLC (“Axis”) to add \$6,208.26 from the Consolidated TIF fund for reimbursable expenses that were not initially contemplated when the Agreement was approved, including travel reimbursement, blueprints, detailed printing, etc. (“Additional Services”);
- WHEREAS, the Second Amendment brought the total amount for the Agreement from \$411,532.50 to \$417,740.76; and
- WHEREAS, Staff has negotiated this Third Amendment to the Agreement with Axis to add \$700.00 for design services, including layout, furniture selection, and finishes (“Design Services”); and
- WHEREAS, this Third Amendment will bring the total amount for the Agreement from \$417,740.76 to \$418,440.76; and
- WHEREAS, the \$700.00 in additional funds for Design Services provided by Axis will come from the \$150,000.00 line item for Furniture Fixtures and Equipment in the overall construction budget approved by RDC Resolution 23-72; and
- WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form that updates the cost estimate for the Project, and is attached to this Resolution as Exhibit B; and
- WHEREAS, an explanation of the Additional Services is attached to this Resolution as Exhibit C; and
- WHEREAS, the RDC approves \$700.00 from the Furniture, Fixtures and Equipment Budget to pay for the Design Services; and

WHEREAS, the RDC has available funds within the Consolidated TIF.

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

1. The RDC reaffirms its approval of the Project to construct The Forge as a technology center in the Trades District.
2. The RDC hereby approves this Third Amendment to the Agreement, which is attached to this Resolution as Exhibit A, for additional Design Services to be compensated in an amount not to exceed an SEVEN HUNDRED AND 00/100 DOLLARS (\$700.00). This brings total amount under the Agreement as amended to an amount not to exceed \$418,440.76 to be paid in accordance with the terms of the Agreement.
3. All invoices shall be reviewed and approved by the Department of Economic and Sustainable Development and the Controller's office pursuant to the RDC and City of Bloomington's normal acquisition procedures, and the funding used for the Services shall come from the Consolidated TIF (Downtown).
4. The funding authorizations contained in this Resolution shall terminate on April 30, 2025, unless otherwise extended by the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**THIRD AMENDMENT TO AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
AND
AXIS ARCHITECTURE INTERIORS, LLC
FOR
PHASE II ARCHITECTURE/ENGINEERING SERVICES**

WHEREAS, on March 16, 2022, the City of Bloomington and the Bloomington Redevelopment Commission (collectively the “City”) and Axis Architecture Interiors, LLC (“Consultant”) entered into an “Agreement between the City of Bloomington and Axis Architecture Interiors, LLC for Architecture/Engineering Services” (“Agreement”); and

WHEREAS, the Agreement related to the City’s CARES Act grant from the Economic Development Agency (“EDA”) to construct a technology center in the Trades District (the “Project”); and

WHEREAS, the services provided for under the Agreement involved design services for the Project as labeled Phase II; and

WHEREAS, as part of the project there were additional design services, such as including layout, furniture selection, and finishes (“Design Services”); and

WHEREAS, the amount necessary to cover the Design Services shall not to exceed SEVEN HUNDRED AND 00/100 DOLLARS (\$700.00); and

WHEREAS, pursuant to Article 26 of the Agreement, the Agreement may be modified by written amendment signed by both parties;

NOW, THEREFORE, the parties agree to amend the original Agreement for Phase II Architectural/Engineering Services as follows:

1. Article 1. Scope of Services Consultant shall perform Additional Services.

2. Article 4. Compensation The City shall pay Consultant for all fees and expenses in an amount not to exceed a total of **(\$418,440.76)**. The amended not-to-exceed total represents an increase of **SEVEN HUNDRED AND 00/100 DOLLARS (\$700.00)** from the previous not-to-exceed total of \$417,740.76.

All remaining terms of the original contract are unchanged by this amendment and are fully enforceable.

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date first set forth.

CITY OF BLOOMINGTON

AXIS ARCHITECTURE INTERIORS, LLC

Margie Rice, Corporation Counsel

Drew White, Founding Partner

BLOOMINGTON
REDEVELOPMENT COMMISSION

Deborah Myerson, President

EXHIBIT A
(Amended Scope of Services)

See attached.

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Economic Development Administration Grant 2020 – Trades District Technology Accelerator (PWEAA2020)

Project Manager(s): Jane Kupersmith, Chaz Mottinger, John Fernandez (Dimension Mill, Inc.)

Project Description:

Background: The Trades District Technology Center (“The Forge”) is a concept being developed for US EDA CARES Act grant funds to aid COVID-19 economic recovery and grow future tech employment in South Central Indiana. The Bloomington Economic Development Corporation (BEDC) and City of Bloomington are collaborating to develop this application, with BEDC was the lead applicant. In September, 2021, the EDA awarded the project a \$3.5 million grant.

Project overview: The Forge will support South Central Indiana employment growth in strong and emerging clusters and commercialization of technology. The Forge will create a technology hub by providing:

1. **Programming and services:** Commercialization programming will help tech companies grow and develop the region’s economic competitiveness through future-focused, diverse employment options in technology.
2. **Space:** Class A office space will house growing and established tech companies, providing possible amenities like labs or meeting spaces.

Target audience: The Forge will create a hub for technology companies that are beyond the startup phase, with services and space for growing and mature firms.

Location: Bloomington Trades District.

Competitive advantage: Tech is best positioned to benefit from this center as:

- The tech sector is still growing across our region
- Technology applies across almost all sectors
- It requires less infrastructure and resources compared to other sectors

- Tech and defense are tied to two key public sources of technology development: Indiana University Bloomington and NSA Crane.

Project Timeline: **Start Date:** **July 2020**
 End Date: **April 2025**

Financial Information:

Estimated full cost of project:	\$12,768,948.00
Sources of funds:	Consolidated TIF - \$5,898,917 (Orig. \$2,101,360 + \$3,797,557 Gap Funding)
	CRED/General Fund - \$3,061,391
	CTP Fund - \$400,000
	EDA Grant - \$3,500,000
	CBU Green Infrastructure - \$310,000

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

Step	Description	Quoted Cost	Timeline
1.	Application Project Management	\$3,000	July/Aug. 2020
2.	NEPA Consultant	\$8,650	August 2020
2a.	Added NEPA Services	\$21,740	Jan.2021
3.	Architecture/Engineering (Pre-App)	\$38,000	September 2020
3a.	Added A/E Services	\$29,970	January 2021
4.	<u>Design</u>		2021-2025
4a	Design Services – Axis Architecture	\$411,532.50 \$417,740.76	2022-2024
4b	Solar Design – MPI Solar	\$1,900	2024
5	Construction Manager – Weddle Brothers	\$15,000 + 1.85% of Project	2023-2025
6	Construction	\$10,601,942	2023-2025
7	LEED Commissioning – Applied Engineering Services	\$47,000	2023-2025
8	Dimension Mill Partnership Agreement (CTP Fund)	\$400,000	2023-2024
9.	Access Control and Video Monitoring – Tech Electronics of Indiana, LLC	\$15,687.00	2024-2025

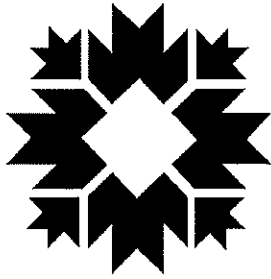
TIF District: Consolidated TIF (Expanded Downtown)

Resolution History: 20-45 Project Review and Approval (August 3, 2020)

- 20-54 Approval of Third Addendum for Project Manager
- 20-60 Agreement with NEPA Consultant
- 20-61 Agreement with Axis Architecture for Design Services
- 21-05 Amendment with Axis for Design Services
- 21-06 Amendment with NEPA Consultant Little River
- 22-06 Amended Project Review and Approval Form
- 22-15 Agreement with Axis Architecture for Phase II Design
- 22-96 Amendment to Agreement with Axis Architecture
- 23-05 Partnership Agreement with Dimension Mill, Inc. (DMI)
- 23-41 Amendment to Partnership Agreement with DMI and Approval of Funding for Construction Manager as Advisor and LEED Commissioning Agent
- 23-63 Approval of MOU with CBU for Green Roof Infrastructure
- 23-72 Approval of Amended Project Review Form
- 23-74 Approval of Contracts for Bid Packages #1
- 23-75 Approval of Contracts for Bid Packages #2 and #4
- 23-93 Approval of Contracts for Bid Package #7
- 23-94 Approval of Contracts for Bid Package #8
- 23-95 Approval of Contracts for Bid Package #9
- 24-31 Approval of Model Lease
- 24-43 Agreement with MPI Solar for Solar Design
- 24-84 Agreement with Tech Electronics for Access Control
- 24-90 Second Amendment to Design Agreement with Axis

To Be Completed by Redevelopment Commission Staff:

Approved on _____
By Resolution _____ by a vote of _____



CITY OF BLOOMINGTON

ECONOMIC AND SUSTAINABLE DEVELOPMENT

COVER SHEET FOR CONTRACTS, AGREEMENTS, AND MEMOS OF UNDERSTANDING

Date Created:	3/16/2022
Agreement Type:	ESD SERVICE AGREEMENT
Contract Recipient/Vendor Name:	AXIS ARCHITECTURE INTERIORS INC
Responsible Department Staff:	Alex Crowley
Responsible Attorney:	Larry Allen
Due Date for Signature:	ASAP
Expiration Date of Contract:	4/21/2025
Destroy Date:	2036
Total Dollar Amount of Contract:	\$403,082.50
Date Procurement Complete:	PO # 2022-2516 CREATED 4/1/2022
Funding Source:	439-15-159002-53990
W9/EFT Obtained:	YES
Resolution No (if applicable):	RDC 22-15
E-Verify Completed:	NO 8/28/2020
Summary of Contract / Purpose:	Approval Agreement for Architectural and Engineering Services with Axis Architecture Interiors for Trades District Center

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
AND
AXIS ARCHITECTURE INTERIORS, LLC
FOR
PHASE II ARCHITECTURAL/ENGINEERING SERVICES**

This Agreement, entered into on this 16th day of March, 2022, by and between the City of Bloomington and the Bloomington Redevelopment Commission (collectively the "City"), and Axis Architecture Interiors, LLC ("Consultant"),

WHEREAS, the City and Consultant entered into that *Certain Agreement Between City of Bloomington and Axis Architecture Interiors, LLC for Architectural/Engineering Services* ("Original Agreement") on August 28, 2020; and

WHEREAS, under the terms of the Original Agreement, Consultant completed specified Services collectively referred to as "Phase I" for the preparation of materials for the City's submission of an application for grant funds from the US Economic Development Agency to construct the City of Bloomington Trades District Technology Center ("Project"); and

WHEREAS, the Original Agreement provides in Article 1 as follows: "In the event the City's Grant Application is successful, the parties will enter into a new or amended Agreement, as needed, regarding Phase II"; and

WHEREAS, the City has been awarded grant funds from the US Economic Development Agency through the CARES Act to aid COVID-19 economic recovery; and

WHEREAS, Phase II of the Project requires professional design services for the construction of the Project; and

WHEREAS, the City requires the services of a professional consultant in order to perform the Phase II professional design services for the Project (the "Services" as further defined below); and

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

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

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

Article 1. Scope of Services

Consultant shall provide the Services as specified in Exhibit A, "Services," attached hereto and incorporated into this Agreement. This project has been divided into two phases, Phase I and Phase

II. Phase I has now been completed and the specific Services to be provided under this Agreement are the Phase II services. 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 on or before April 21, 2025, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with the City's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the City pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

Article 2. Standard of Care

Consultant shall be responsible for completion of the Services in a manner that meets the professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the services. Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstances. The City shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the City

The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The City's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation

The City shall pay Consultant for all fees and expenses in an amount not to exceed a total of **Four Hundred Three Thousand Eighty-two dollars and fifty cents (\$403,082.50)** based on the fee payment schedule set forth in Exhibit A. The price set forth in this Article 4 supersedes the quoted price in Consultant's proposal in Exhibit A. The fee represents the sum of the following calculations:

Total Budget (\$5,081,100) x Design Fee (7.5%) - Phase 1 (\$38,000) + LEED
Design Surcharge (\$60,000) = \$403,082.50.

The City and Consultant agree that construction premium costs currently exhibited in the market are not considered applicable to the Total Budget as they do not represent incremental design work for the Consultant. They are therefore not included for consideration within the Design Fee calculation. Additionally, the City recognizes that the incremental work associated with the second

submission of Phase 1 to adjust designs to reduced grant funding should not be considered a reduction within the above calculation and therefore accepts those unexpected costs as legitimately incremental.

There shall be two (2) cost estimates and a final bidding process for the project performed as part of the architect's Services. The first cost estimate shall be prepared by the architect and the consultant team as a preliminary estimate for the project based on a cost per square foot for each discipline that shall include site/civil, structural, architecture, interiors, mechanical and electrical. Such costs shall include estimates for construction overhead/profit, general conditions, and a contingency. At the end of the design development phase, the second estimate shall be prepared by a third-party cost estimate consultant, selected by the architect, who shall prepare a detailed cost estimate that shall be divided into Construction Specification Sections and the overall estimate shall include construction overhead/profit and general conditions along with a contingency. If either of the estimates or the final bidding process indicate that the project costs will exceed those set forth in the budget for the project and if the owner then decides, at any of those three (3) specified times, to redesign the project to reduce costs to the level set forth in the project budget, then the architect shall negotiate and determine with City the additional architect fees required to redesign the project to meet the owner's cost budget.

Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to the Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the City upon the completion of the Services described in Article 1. Such invoices shall be prepared in a form supported by such documentation as the City may reasonably require.

Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the City's direction. The invoice shall be sent to:

City Project Manager (EDA Grant)
% Alex Crowley
City of Bloomington
401 N. Morton, Suite 150
Bloomington, Indiana 47404

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated Project Manager prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

Consultant shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule

Consultant shall perform the Services according to the schedule set forth in Article 1 and Exhibit A. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Consultant for all the Services performed up to the date that written notice is received. In the event of restart, an equitable adjustment shall be made to Consultant's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the City, as set forth in Article 11 herein.

Article 8. Identity of the Consultant

Consultant acknowledges that one of the primary reasons for its selection by the City to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit A, and such other personnel in the employ under contract or under the supervision of Consultant. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost

All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the City has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive proposals, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction proposals received will not vary from the opinions of probable construction cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of this project or on any other project. The City may elect to reuse

such documents; however any reuse or modification without prior written authorization of Consultant will be at the City's sole risk and without liability or legal exposure to Consultant. The City shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. Ownership of Documents and Intellectual Property

All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the City as part of the Services shall become the property of the City. Consultant shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Consultant.

Article 12. Independent Contractor Status

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

Article 13. Indemnification

Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the City, and the officers, agents and employees of the City and the City from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Consultant is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Consultant shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Consultant's willful misconduct or negligence.

Article 14. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

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

Article 15. Conflict of Interest

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

Article 16. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment

Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination

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

Consultant understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant or its employees may file a complaint with the City department head in charge of the Consultant's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws

In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including but not limited to any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. E-Verify

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

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption

that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or City that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 24. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

City of Bloomington
Redevelopment Commission
ATTN: Cindy Kinnarney
401 N. Morton, Suite 220
Bloomington, Indiana 47402

Consultant:

Axis Architecture Interiors, LLC
ATTN: Drew White
618 E. Market Street
Indianapolis, Indiana 46202

With a copy to:

City of Bloomington
Redevelopment Commission
ATTN: City Project Manager
% Alex Crowley
401 N. Morton, Suite 100
Bloomington, Indiana 47402

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and

contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 27. Non-Collusion

Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

Article 28. Time is of the Essence: Time is of the essence of this agreement and each of its terms.

Article 29. Force Majeure: Neither party shall be considered in breach of this Agreement for failure to perform its obligations due to a cause beyond its reasonable control, including but not limited to, any act of God, any military action or act of civil or regulatory authority, terrorism, change in law or regulation, fire, storm, flood, earthquake or other natural disaster, health crisis, disruption or utility outage, labor problem, unavailability of supplies, or any other cause which could not have been prevented by such party with reasonable care (each a "Force Majeure Event"). The affected party shall provide prompt written notice to the other party of any Force Majeure Event, and all obligations under this Contract 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. If the period of nonperformance exceeds seven (7) days from the receipt of written notice of the Force Majeure Event, the other party may, by giving written notice, terminate this Agreement.

CITY OF BLOOMINGTON

DocuSigned by:

Beth Cate

Beth Cate, Corporation Counsel

AXIS ARCHITECTURE INTERIORS, LLC

DocuSigned by:

Drew White

Drew White, Founding Partner

CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney

Cindy Kinnarney, President

DocuSigned by:

Deborah Myerson

Deborah Myerson, Secretary

EXHIBIT B

STATE OF INDIANA)
)SS:
COUNTY OF Marion)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the Founding Partner of Axis Architecture + Interiors.
(job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Drew White
Signature

Drew White
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared DREW WHITE and acknowledged the execution of the foregoing this 28th day of August, 2020.

[Signature]
Notary Public's Signature

Printed Name of Notary Public ANDREA MOORE
My Commission Expires Mar. 22, 2024
County of Residence: _____

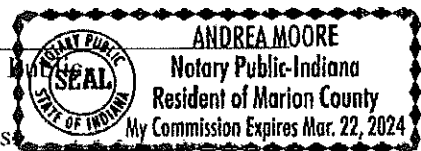


EXHIBIT C

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

NON-COLLUSION AFFIDAVIT

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

OATH AND AFFIRMATION

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.

Dated this 28th day of August, 2020.

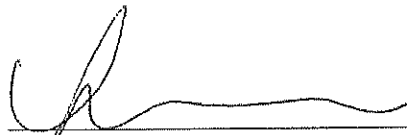
Axis Architecture Interiors, LLC

By: Drew White

Drew White

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared DREW WHITE and acknowledged the execution of the foregoing this 28th day of August, 2020.

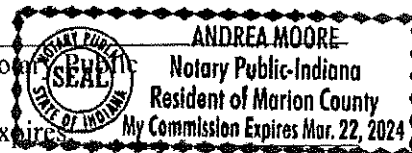


Notary Public's Signature

Printed Name of Notary

My Commission Expires

County of Residence:





TRADES DISTRICT TECHNOLOGY CENTER

PRELIMINARY ENGINEERING REPORT (RESUBMITTAL) FEBUARY 9, 2021





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- PROJECT SCHEDULE TASKS (C.11)

DEVELOPED BY:

AXIS ARCHITECTURE + INTERIORS
RUNDELL ERNSTBERGER ASSOCIATES
BRJ CIVIL ENGINEERS
FRP ENGINEERS
LOFTUS ENGINEERING INC



PROJECT COMPONENT NARRATIVES (C.1)

ARCHITECTURAL DESIGN NARRATIVE

Developed by: Axis Architecture + Interiors

Based on the Economic Development Administration's (EDA) Merits Further Consideration letter, dated December 16, 2020, the City of Bloomington (the City) and the Bloomington Economic Development Corporation (BEDC) have provided amended PER language to address questions and provide clarifications. Due to funding constraints, an alternative strategy for the site and structure were deployed to stay within the budget without compromising the Trades District Technology Center programming, which is central to the Center's economic impact. Changes to this document are highlighted in dark blue text.

Conceptual Visioning + Project Goals

The primary objective of the facility is to create an environment that continues to support growth in tech-focus industries and foster emerging technology startup clusters in Bloomington, Monroe County, and South-Central Indiana. The architectural expression of the building design respects the past heritage of the Showers Brothers Furniture Company in the context of contemporary architecture that will be timeless. Through the process, the building design has evolved to create an environment where these companies are supported by both the architectural design elements and programmatic framework to foster continued business growth within a collaborative environment to promote the creation of the brand, identity, and services, and products of the companies that call the building home. The building must also connect and inspire businesses by utilizing common facilities, architectural features, and technological infrastructure to create spaces that will cultivate relationships between companies, thought leaders, and investors that will inspire and recruit future start-ups to the area. All together it is envisioned the Tech Center will help in creating employment opportunities and develop long lasting connections not only locally, but nationally and globally.

Context + Site

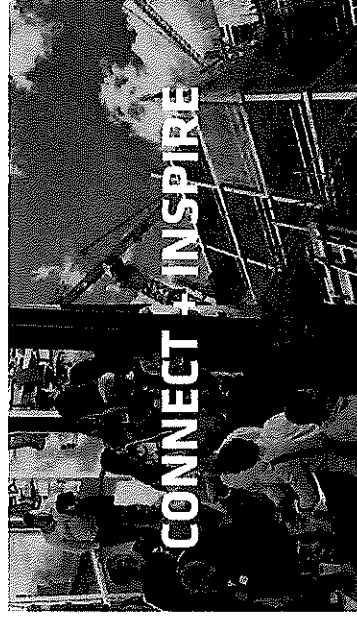
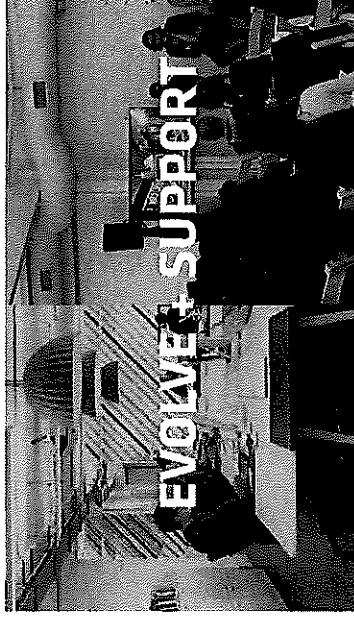
The Trades District encompasses the site of the former historic Showers Brothers Furniture Company that in the mid 1920's had "the largest furniture factory in the world" producing 60 percent of the hardwood furniture manufactured in the United States. The architectural expression of the building will be one that respects the past heritage of the Showers Brother Furniture Company and existing historic buildings within the district, while at the same time creating a contemporary architecture that inspires technology-based companies for today and tomorrow. The architecture will use materiality and fenestrations, both interior and exterior, to create connections to the past, while using scale, proportion, transparency, and technology to create a language for today.

The building is located southwest of the intersection of Maker Way and Madison Street within the Bloomington Trades District, a 12-acre Technology Park envisioned as a place for innovation, attraction, and job-creation for the City of Bloomington. The site is located within walking distance southeast of Downtown Bloomington D, the B-line trail to the south, and residential and commercial development to the north and west.

The central location of the Tech Center at the intersection of Maker Way and Madison Street offers several advantages to the Trades District. Being directly adjacent to the Dimension Mill Building, a start-up incubator space, a synergy is created between the Mill and Tech Center providing physical, social, and economical advantages to tenants. It allows the Tech Center building to become a hub of activity for the Trades District and sets the building precedent for scale, architectural style, and outdoor collaboration space.

Building Massing + Organization

With the primary goals of evolving, supporting, connecting, and inspiring technology focused companies in mind, the building program uses a mix of small to medium sized tenant spaces, a central atrium/lobby space, outdoor roof terraces, and flexible amenity support spaces to achieve these goals. Based on the EDA's Merits Further Consideration letter, the City and BEDC developed an alternative strategy with



PROJECT COMPONENT NARRATIVES (C.1)

ARCHITECTURAL DESIGN NARRATIVE

Developed by: Axis Architecture + Interiors

the design team to reduce the gross square footage of the Tech Center without compromising the focus and programming of the Trades District Technology Center. The estimated economic impact of the Center, as estimated by the Indiana University Public Policy Institute, is based exclusively on programming. Therefore the reduction in building size will not change the economic impact.

The building size was reduced to 21,000 GSF but is still organized into two program "bars" separated by an active atrium/lobby space that serves as the "social core" of building. **Some of the features were reorganized to create an even more efficient layout to maximize program goals while transforming deadspace into rentable tenant space.** The atrium space features an open stair, reception, and natural daylight that welcomes people into the building, as well as inviting and encouraging occupants to use the central open stair to mentor, collaborate, and promote an active and a healthy work environment. The north program bar and atrium space are set back from Madison Street and the West pedestrian way to create an East Entry Plaza and a courtyard which becomes an amenity and potential gathering space for both the tenants of the Tech Center, Dimension Mill, and public.

Service areas and restrooms are located west of the atrium space to create an efficient utility core that stacks between floor plates. Gender inclusive restrooms are utilized on all three levels to provide efficiency and an inclusive restroom design throughout the building. **Shower rooms are provided at each restroom to promote an active and healthy workplace. Lastly, a dual purpose mother's room/focus booth is located on Level 01 to provide a comfortable and private space for nursing mothers that can also be used to conduct a private meeting. Flexible meeting rooms, a wellness room, and a work café, with a flexible wall, are located within the North Bar of Level 01 to create connections with these exterior amenity spaces and streetscape, allowing these rooms to have a connection with the public for potential outreach events and seminars. Movable walls between the meeting rooms and cafe allow for flexibility to allow a variety of uses and events to take place within these spaces. Tenant spaces ranging from 500 SF to 3,000 SF predominantly occupy the rest of the building, providing 12,000 NSF of rental tenant space and 1,800 NSF of amenity space. Exterior workspaces via terraces and site spaces are incorporated on all three levels to create areas of respite, and a flexible shared workspace for a post Covid-19 office space at convenient locations throughout the building.**

Architectural Aesthetic and Materiality

The materiality and overall architectural aesthetic were developed by creating a palette and expression that creates connections both with the industrial past and the technology focused present and future, giving the building a sense of timelessness. Natural materials like charcoal masonry and heavy timber wood structure help anchor the building with the historic buildings that neighbor the site. The building showcases its heavy timber frame both on the interior and exterior providing both warmth, beauty, and a connection to the crafting of wood that was once done by the Showers Brothers Furniture Company on the site. Generous transparency is used along the east façade to provide ample natural light into the office spaces and creating connections to the Entry Plaza and Madison Street to the interior office and atrium spaces. The upper levels

are clad with a Corten (rusted metal), charcoal metal, and smaller opening skin that creates a dynamic rhythm and contemporary language to the north, west, and south facades. Lastly, a photovoltaic array canopy is lifted above the building to create a celebrated piece of sustainable infrastructure that provides shade for the outdoor roof terraces and a strong aesthetic piece to the building.

Interior spaces will have an aesthetic and materiality that provide continuity to the exterior and site design elements, with the use of natural materials and transparency. The heavy timber structure mentioned previously will create a sense of warmth for the interiors, with polished concrete floors and painted/exposed MEP systems and metal deck creating an architectural language that is cost effective and unique to the building and its tenants.

Sustainability + Wellness

The building design, components, and systems are integrated to minimize the negative environmental impacts of the building, while at the same time provide a space that supports human health and wellness. Exterior work spaces both on the plaza and on the roof terraces provide opportunities for respite and fresh air. Large window openings throughout the building provide connections to the outdoors and bring natural daylight into the work environment, minimizing the electrical energy needed for lighting during daytime hours and creating a sense of energy in the spaces. The wood structural system and minimal/exposed interior systems minimizes the need for interior finishes, and helps reduce the carbon footprint of the building. Lastly, a 2,500 SF photovoltaic array canopy on top of the building utilizes PV's already owned the be city to create a piece of architecture that celebrates sustainable technology and provides a source of renewable energy to the building.

Building Code Review and Zoning Analysis

As a structure with 2-stories (plus a mezzanine) and 21,000 GSF, the building will be equipped with a fire suppression system permitting additional height and square footage. Therefore, the building will be categorized as a type VB (Unprotected Wood Frame) building under IBC 2012, which would allow for the stairs, walls, and floors to be unrated assemblies and the building to only be served by two stairs – one open, one closed. All of the interior and exterior areas will be fully accessible via an elevator and a sloped walkway at the patio area east of the social hub/work café from Maker Way to the main entry doors. The building's B occupancy is an accepted use within the Mixed-Use Downtown District – Showers Technology Downtown Character Overlay under the City of Bloomington's Unified Development Ordinance. The building will be approximately 42'-0" in height, which is below the 50'-0" max building height for the site, and provides a 5'-0" setback at both the west and south lot lines for the site, no setbacks are required off of the north and east faces of the site since this is a corner lot, thus no variances or right of way approvals are necessary. An existing parking garage located one block south of the building will handle parking requirements necessary for the building, and accessible spots will be identified at the existing street parking along Maker Way and Madison Street.



PROJECT COMPONENT NARRATIVES (C.1)

LANDSCAPE DESIGN NARRATIVE

Developed by: Rundell Ernstberger Associates

The property lines for the Tech Center have changed slightly from the original design. The property lines were moved to decrease the size of the Tech Center site and add land to the adjacent lot which will be sold to a private entity for development. This will reduce the site costs and provide a larger site for future development adjacent to the Tech Center. The site design for the new Tech Center complements the uses occurring within the building and acts as an extension of the indoor space outdoors. A formal, paver entry plaza extends from the building's main door towards Madison Street on the east. Adjacent to the entry plaza, exterior bicycle parking provides multi-modal access for commuters and visitors to the building. Building tenants, employees, and visitors will also have convenient access to nearby pedestrian and municipal bicycle facilities, including the B-Line trail, which serves as a primary pedestrian and cyclist thoroughfare connecting the north and south ends of Bloomington.

Immediately north of the main entry plaza, the building's indoor social hub and café can be extended into the outdoor space of a well-designed, paver patio that provides movable tables and chairs that allow users to socialize, collaborate, and coordinate in small groups or on an individual basis. Adjacent to the outdoor café, a large community table accommodates gatherings of up to twenty people. Located within an accessible crushed stone pavement, this table and space allows for outdoor meetings, collaboration, and socialization. Overhead catenary lighting extends the use of the space into the evening and provides an ambience that helps better define a dynamic, outdoor room. Surrounding landscape plant material provides color, fragrance, and shade that is pleasurable to users and habitat for local fauna.

Extending along the north and east sides of the main entry plaza, outdoor patio, and community table, a low site wall defines the edge of the property, the right-of-way, and the outdoor space. Constructed of limestone, brick, and materials that complement the building and the character of the Trades District, the wall creates a density along the adjacent streetscape that is ideally suited for pedestrians, provides seat-

ing, and marries nicely with the adjacent streetscape. Located on the wall, building identification signage announces arrival and welcomes guests and building users to the facility.

The rear, or west side, of the facility addresses an alley which serves as both a service and pedestrian corridor connecting the north and south ends of the Trades District, as well as providing direct pedestrian access to the area's parking garage on the south. **An outdoor, concrete patio** creates a welcoming secondary entrance to the building and provides connections to the facility's **integrated restroom and shower facilities** and primary corridor and lobby. The rear patio provides a quieter experience and additional, movable tables and chairs ideally suited for small groups or individuals. North and south of the patio, landscape plantings anchor and soften the building and create a pleasurable pedestrian experience for users within the alley. Adjacent to the south end of the rear patio, a small, brick masonry fence enclosure screens the building's service needs and trash and recycling containers.

A paver, pedestrian path along the south end of the facility provides access to the building's stair well, as well as direct access to the rear alley on the west and Madison Street on the east. Separating the pedestrian path from the building by **six feet**, a linear landscape bed provides additional trees, shrubs, and perennials that soften the building and enhance the pedestrian experience.

The north façade of the building addresses the adjacent street, Maker Way, in a direct and urban way that creates a comfortable pedestrian density in harmony with the Trades District's planning and intent. Separated from the back of sidewalk and public right-of-way by five feet, a linear landscape bed is created that is comprised of colorful shrubs and perennials which soften the building, provide attractive scenery for the building tenants, and enhance the pedestrian experience along Maker Way.

PROJECT COMPONENT NARRATIVES (C.1)

CIVIL ENGINEERING NARRATIVE

Developed by: Bledsoe Riggert Cooper James Civil Engineering

Site Constraints

The site is moderately sloped, falling at roughly 3 percent from northwest to southeast. Streetscapes along Madison Street and Maker Way are fully developed to the lot lines, providing firm match points with the existing site.

Due to historic railroad activity, soil contamination from coal ash and cinders has been documented on the site. Site grading will be designed to elevate the building as much as possible to avoid excavating contaminated soils, while maintaining accessibility. However, it is possible that a significant amount of material will need to be exported from the site and disposed of at an approved waste handling facility. An allowance has been allocated in the attached cost estimate projecting potential cost and scope of this removal and disposal.

Site Utilities

Based on provided design drawings of the Trades District development, there appear to be utility stub-outs to the site for water, sewer, and storm.

Water

Water mains runs along the bounding streets both north and east of the site. A fire hydrant is located at the intersection of Maker Way and Madison Street; flow test data at this hydrant provided by CBU indicate static pressure of 62 psi and available flow of nearly 850 gpm.

The proposed project will connect fire and domestic water service lines to the main in Maker Way. Fire service will include standard appurtenances, such as post indicator valve and fire department connection.

Sanitary Sewer

A sanitary sewer later has been stubbed out to the site from the main line running in Madison Street. The proposed project will connect a 6" lateral to the provided connection point.

Stormwater

The project anticipates providing for stormwater management on the site. **2,800 CF of on-site storm detention** is estimated and priced accordingly in the attached estimate. The proposed green roof over the north part of the building will aid in reducing peak runoff from the site, and additional detention and treatment features may be incorporated into the design of the entry plaza.

Electric & Gas

By others.

Site Plan Approvals

The site is zoned for Mixed Use - Downtown, appropriate for tech development. A site plan approval from the City of Bloomington Plan Commission will be required for the new facility. The design team does not anticipate that any variances will be required.



PROJECT COMPONENT NARRATIVES (C.1)

STRUCTURAL DESIGN NARRATIVE

Developed by: FRP Structural Engineers

Project Description

The project will consist of a new office building located in the Trades District in Bloomington, Indiana. The facility will be sited southwest of The Dimensional Mill building at the corner of Maker Way and Madison Street.

The building will have an approximate size of **21,000** gross square feet. The project will have three floors with no basement and will feature a roof top terrace, green roof, and PV panel array.

Applicable Building Codes and Loading Criteria

The new facility will be designed in accordance with the 2014 Indiana Building Code which is based on the design criteria of the 2012 International Building Code and ASCE/SEI 7-10 Minimum Design Loads for Buildings and Other Structures.

IBC 2012 adopts the following editions of each of the specific material design specifications:

- ACI 318-11 Building Code Requirements for Structural Concrete
- TMS 402-11/ACI 530-11/ASCE 5-11 Building Code Requirements for Masonry Structures
- AISC 360-10 Specification for Structural Steel Buildings
- ANSI/AWC NDS-2012 National Design Specification for Wood Construction

The anticipated loading criteria are as follows:

Floor Dead Load

Self-weight of floor framing systems

Floor Superimposed Dead Load

20 psf for partitions, floor finishes and suspended MEP systems.

Floor Live Load

100 psf for elevated floor slabs and roof terrace. For the Upper Level offices this exceeds the code minimum loading of 80 psf, but provides future flexibility for other uses.

150 psf for mechanical rooms on elevated slabs.

Elevated floor slabs will be designed to mitigate but not eliminate floor vibrations. Design will be in accordance with AISC Steel Design Guide 11 – Floor Vibrations Due to Human Activity and meet the requirements for Chapter 4: Design for Walking Excitation with an acceleration limit of 0.5%, which is typical for office areas.

Slab on grade design will allow for a 10,000 lb scissor or fork lift load with entire load concentrated on one axle. This is intended to cover equipment during construction and maintenance equipment during the operation of the facility. The elevated floor slabs will be designed for light construction equipment such as

forks lifts or scissor lifts with a maximum two wheel axle load of 5,000 lbs. This must be confirmed by Owner and CM as being adequate during construction and for maintenance and operations during use of the opened facility.

Roof Dead Load

Self weight of deck and any framing.

Roof Superimposed Dead Load

20 psf for roofing system and all suspended systems from below.

Portions of roof shall be designed for the reactions from roof top fall protection equipment.

Roof areas with mechanical equipment will be designed for the actual weight of the equipment.

Metal roof deck without a slab will not support any suspended concentrated loads from the M/E/P systems. All attachments will need to be made directly to structural members.

Green Roof Superimposed Dead Load

50 psf for roofing system, soil, plantings and all suspended systems below.

Snow/ Roof Live Load

20 psf snow plus 5 psf rain on snow, or snow drifting on flat roofs

PV Structure Dead Load

Self weight of deck and any framing.

PV Structure Superimposed Dead Load

8 psf for PV panels and supports

PV Structure Ice Loads

Nominal Ice Thickness = $\frac{3}{4}$ "

Ice Concurrent Wind Speed = 40 mph

Wind and Seismic Design Criteria

The ultimate force design wind speed is 115 mph for a three second gust on a Risk Category II structure.

Note: It is assumed that Factory Mutual requirements will not be specified for the structural systems on this project.

PROJECT COMPONENT NARRATIVES (C.1)

STRUCTURAL DESIGN NARRATIVE

Developed by: FRP Structural Engineers

Seismic Occupancy Category: II
 Assumed Seismic Site Classification: B
 Seismic Importance Factor: 1.0
 Mapped Spectral Response Accelerations: $S_s = 0.223g$
 $S_1 = 0.107g$
 Seismic Design Category: B

Delegated Design Components

The design of the following components will be delegated to the contractor's supplier: metal stud backup for brick and exterior panels, permanent roof top fall protection systems, cladding systems and their attachments to the structural frame, and fire exit stair framing.

Geotechnical Criteria

Foundation recommendations are based on the geotechnical report titled "Limited Environmental and Preliminary Geotechnical Investigations" prepared by CTL Engineering, Inc. dated June 28, 2013. This report is a preliminary report for the entire development area. It is anticipated that an additional site specific report will be required for this project.

The site is generally characterized by 10' - 15' of soft clays above bedrock. The soft clays are not suitable to support the structure, so foundations extending down to bedrock are anticipated. Previous experience in the area indicates that the bedrock will likely have allowable bearing capacity of 30 ksf.

An additional site specific report will more accurately determine the depth of the bedrock to reduce unknowns and risk of rock removal during the bidding and construction process.

Foundation System

The building foundations will likely be supported on 4'-0" diameter drilled piers extending to bedrock. A perimeter grade beam extending down to frost line will be required for cladding support around the entire building. The grade beam will be designed to span between drilled piers. The top of interior foundations and pile caps will typically be 1'-0" below the proposed slab on grade elevation. The tops of some foundations will need to be 2'-0" below slab on grade where roof leaders come down a column or floor drains are located within their footprint. The bottoms of all perimeter footings outside the basement footprint will be at least 2' 6" below grade to meet frost depth requirements. Pits will be required for each elevator shaft. At this point, it is assumed that all existing utilities within the building lines will be relocated; therefore no special building foundations will be required for bridging over utilities. The specified concrete strength for footings will be 3,000 psi at 28 days.

Slab on Grade

The slab-on-grade construction will be a 5" thick slab with welded wire fabric. There is no need to thicken the slab-on-grade for any interior non-load bearing partitions if the subgrade is properly compacted. The

specified concrete strength at 28 days will be 4,000 psi. This will likely need to be constructed on a six inch free draining granular fill. Additional grinding at the control joints should be anticipated for prep work due to curling, especially for any thin set tile or similar finishes. Control joints will be spaced at approximately 10' to 13' on center in each direction with diamond shaped block-outs around the columns where needed. A vapor barrier will be placed below the slab to reduce the potential for moisture infiltration and damage to floor finishes.

Based on the existing soft clay soils, it is likely that the slab-on-grade can bear on existing soils, provided that the owner recognizes some risk of greater-than-normal slab settlement. If this risk is not acceptable, a structural slab supported by drilled piers would be required.

A troweled finish with a minimum overall FF number of 30 and FL number of 25 is anticipated to be specified for the slab on grade. Higher FF and FL numbers would be specified for polished concrete areas. Depending on architectural requirements, control joints may need to be filled with joint sealant. Based on the existing soft clay soils, it is likely that the slab-on-grade can bear on existing soils, provided that the owner recognizes some risk of greater-than-normal slab settlement. If this risk is not acceptable, a structural slab supported by drilled piers would be required.

A troweled finish with a minimum overall FF number of 30 and FL number of 25 is anticipated to be specified for the slab on grade. Higher FF and FL numbers would be specified for polished concrete areas. Depending on architectural requirements, control joints may need to be filled with joint sealant.

The floor slab will be sloped and recessed in several areas. Floor drains and other embedded elements are anticipated. Recessed walk-off mats may be required at the entries to the building.

Superstructure

The structure will consist primarily of glue-laminated (glulam) mass timber supporting concrete slabs on metal deck. Glulam is an engineered wood product consisting of layers of dimensional lumber bonded together with durable, moisture resistant structural adhesives. This material is more cost effective and sustainable, because it is composed of smaller faster growing tree species.

It is anticipated that the species of Glulam used for this project will be a readily available species in the vicinity of the project site, such as Southern Yellow Pine. A stress class of 24F-1.8E will be used with a balanced layout for columns and an unbalanced layout for beams and girders. An Architectural Grade appearance will be specified for exposed to view members.

Typical building grids will be approximately 22'-0" x 26'-0" at the north wing and 22'-0" x 18'-0" at the south wing. Joists will be spaced at 11'-0" oc. Floor-to-floor height will be roughly 14'. Typical members sizes at the 26' bays are as follows: Floor Joist - 8-1/2" W x 27-1/2" D, Floor Girder - 8-1/2" W x 33" D, Roof Joist - 5" W x 17-7/8" D, Roof Girder - 5" W x 23-3/8" D. Typical member sizes at the 18' bays are as follows: Floor Joist - 6-3/4" W x 19-1/4" deep, Floor Girder - 8-1/2" W x 30 1/4" deep, Roof Joist - 5"



PROJECT COMPONENT NARRATIVES (C.1)

STRUCTURAL DESIGN NARRATIVE

Developed by: FRP Structural Engineers

W x 12-3/8" deep, Roof Girder - 5" W x 23-3/8" deep. Timber columns will be a maximum of 10-1/2" x 13 3/4" and a minimum of 8-1/2" x 9 5/8", with the larger sizes occurring on the lower levels of the building. The elevated floors at Level 02 and the roof terrace and the green roof will be 3" of normal weight concrete on 3" 18 gage galvanized composite metal deck (6" total thickness). The 18 gage thickness is heavier than required for structural loads, but since the deck will be architecturally exposed a heavier gage is planned to limit deformations often visible in this type of system. The roof decking at the south wing will be 3" 20 gage galvanized metal roof deck. The lateral system will consist of steel bracing placed in locations to work with other building requirements. The solar support structure will consist of structural steel framing. The steel prepared via SSPC SP6 and painted with a 3 part finish system to ensure an adequate design life for exterior exposure.

Cladding Back-Up and Support

Masonry and metal panel portions of the facades and soffits will be backed-up by light gage metal stud framing, supplemented with miscellaneous steel where required. Lateral back-up and support for the glass curtainwall system will likely consist of steel HSS tubes.

Interior Partition Steel

Miscellaneous steel will be required to support the operable partition walls at the training and meeting rooms.

Exposed Structural Finishes

It is anticipated that the following structural elements will remain exposed to public view and an appropriate level of finish will be specified.

- Timber Framing
- Underside of slab on metal deck and roof deck
- Monumental stair at lobby - AESS 3 (Architecturally Exposed Structural Steel, category as defined by AISI 303-16 Code of Standard Practice for Steel Building, and Bridges)
- PV Panel Support structure - AESS 1

Coordination with Other Trades

The following restrictions will be coordinated between MEP and Structural systems.

Penetrations through Structural Systems

Do not cut openings in any cast-in-place concrete slabs, concrete beams, structural steel beams, and/or any columns unless specifically detailed on the structural drawings.

Penetrations up to 12 inches large through cast-in-place concrete walls and slabs on composite deck may be sleeved or field cut.

All penetrations greater than 12 inches in concrete slabs and walls need to be sleeved or formed. Notify Structural Engineer and CM of any openings greater than 12" that are not shown on the structural drawings. (We intend to eventually coordinate all penetrations greater than 12" and show on our drawings during the CD phase)

Contractor to provide a coordinated submittal of all MEP penetrations (sleeved and field cut) to the structural engineer for review prior to the corresponding pour being made.

Do not place embedded conduit runs in slabs or walls unless specifically detailed on the Drawings. (We will need to coordinate specific dimensional locations of all embedded conduit in slabs. Electrical contractor cannot have freedom to route conduit as they see fit without prior approval)

Attachments to Structure

Do not suspend or attach any MEP systems to metal roof deck without concrete slabs.

Do not attach any MEP systems greater than 1,000 lbs to any composite slab, cast in place slab, concrete slab, concrete beam or structural steel beam unless specifically detailed on the structural drawings and shown on the load criteria plans.

Attachments shall not be made to the bottom 6" of any cast in place concrete beam unless the depth of anchor is limited to 1".

Field Quality Assurance

General construction observation will be provided by the project Structural Engineer of Record at intervals appropriate to the stage of construction to verify that construction is complying in general with structural plans and specifications.

Separate Testing and Inspection programs for the concrete, mass timber, CMU, and structural steel construction will be provided in each specification section for each respective material. It is highly recommended that these inspections and testing be provided by the owner and not by each individual contractor, which is consistent with Chapter 17 of the International Building Code. Appropriate allowances would need to be included in the project budget outside the construction budget. Following is an overall summary of the Testing and Inspection that will be specified.

The foundation bearing materials will need to be inspected and tested on site by the same firm that prepares the geotechnical report to ensure single source responsibility for the foundation design.

Concrete testing and inspection will consist of at least the following: Slump, cylinder strength, floor flatness requirements and rebar inspections for cast-in-place concrete work.

Steel testing will consist of observations of bolt tightening procedures, and shop and field weld inspections. Additionally, inspections of the roof deck attachments to the structural steel will be specified.

PROJECT COMPONENT NARRATIVES (C.1)

MECH, ELECT, PLUMBING DESIGN NARRATIVE

Developed by: Loftus Engineering Inc

Mechanical System Analysis

Background

The mechanical systems for this project must provide occupant comfort, reliability, humidity control, future flexibility and energy efficiency. The process for system selection will include collaboration with the design team, facility maintenance and administration representatives.

Multiple system types will be compared using a building energy model, as well as other categories of performance in a qualitative analysis. More than one system type may be implemented, based on the use of space and schedule of occupancy. The building will be zoned to combine similar heating and cooling load profiles and ventilation requirements.

In addition, multiple energy conservation measures will be evaluated for cost, practicality and return on investment, such as:

- HVAC economizer control sequences
- Energy recovery using a heat exchanger to pre-heat or pre-cool outside air with building relief air.
- Ventilation demand control, providing outside air only when occupancy, or CO2 levels require it.
- Daylight harvesting, to control lighting when ambient light is available.
- Occupancy lighting controls

As the building will utilize almost all of the ground level space, outdoor HVAC equipment will likely be installed on roof areas, away from the outdoor gathering spaces being planned.

Systems that may be considered for this project include:

- Variable Air Volume with hot water reheat; Hydronic heating and cooling
- All heating and cooling air for the space is supplied through this type of unit.
- Useful in spaces where the occupant load swings between near empty to high density.
- Effective to control humidity, due to occupants, internal processes or outside air infiltration.
- May be implemented to serve the common circulation spaces and amenities.
- Active Chilled Beam system
- Primary supply air is provided from a central station air handling unit to drive the chilled beams and provide ventilation air. This involves a smaller ductwork system than the VAV system above.

- Hydronic heating and cooling to each chilled beam
- Useful in smaller spaces with varying heating and cooling load profiles.
- Flexibility of future tenant needs can be met through rearrangement of unitary equipment.
- Variable Refrigerant Flow (VRF)
- Ventilation air is provided by a dedicated outside air system to each space. This would require the smallest ductwork system to deliver ventilation air only.
- Flexibility of future tenant needs can be met through rearrangement of unitary equipment.

Mechanical System Narrative

Proposed Airside System

For the purpose of this study, the proposed HVAC system will be assumed to incorporate a central VAV system for the common areas, amenities, and tenant spaces.

Air Handling Equipment

Two central air handling units will be located on the roof, to serve the entire building. Unit 1 will be VAV, to serve the common building spaces and amenities (approximately 42% of the building area) with the other generally being used to serve the tenant space chilled beam system (approximately 58% of the building area).

- Unit 1: This unit will serve the common and amenity spaces. This unit is intended to be a variable volume unit, with an enthalpy type energy recovery wheel to pre-condition the outside air with relief air from the space. The unit's heating coil will be hot water, and the cooling coil will be chilled water coil.
- Unit 2: This unit will serve the tenant spaces on the first and second floors. This unit is intended to be a variable volume unit, with an enthalpy type energy recovery wheel to pre-condition the outside air with relief air from the space. The unit's heating coil will be hot water, and the cooling coil will be chilled water coil.

VAV Air Terminal Units: Spaces served by Unit 1 will be provided with VAV air terminal units with hot water re-heat coils. A minimum of one VAV unit for each space will be provided. Tenant fit out spaces served by Unit 2 will be provided with one VAV terminal unit with hot water reheat for each 1500 SF of space. These VAV boxes can be used by tenants as the spaces are fit out, or the tenant fitouts can remove these units to provide small units necessary to subdivide space.



PROJECT COMPONENT NARRATIVES (C.1)

MECH, ELECT, PLUMBING DESIGN NARRATIVE

Developed by: Loftus Engineering Inc

Perimeter office zones and zones with large expanses of glass will also be provided with hot water finned tube radiation.

A toilet exhaust fan will be provided on the roof to exhaust the restrooms.

Proposed Hydronic System

Heating hot water for the building will be provided by multiple high efficiency, condensing heating water boilers, located in a mechanical room and sized to provide at least 70% of the building load, should one boiler be disabled. The system will use at least two heating water pumps to circulate the heating water to VAV boxes, chilled beams, cabinet unit heaters and finned tube radiation.

Cooling for the building will utilize an air-cooled chiller, with glycol chilled water loop. A building chilled water pump will be provided.

Finned tube radiation will be provided in exterior office spaces and spaces with large expanses of glass.

Hot water cabinet heaters will be provided at entry vestibules, and unit heaters will be provided in mechanical spaces.

Four pipe fan coil units will be provided in the exit stairwells. Two pipe fan coil units will be provided to serve the IT rooms and electrical rooms.

Proposed Building Automation System

A DDC temperature control system will be provided.

CO2 sensors will be provided in high density occupancy areas for demand ventilation and/or monitoring purposes.

Plumbing System Narrative

The plumbing scope is to design a complete plumbing system including domestic hot and cold water, sanitary waste, vent, and storm drain based on the proposed building.

Proposed Domestic Water System

A new domestic water main will enter the building on the first floor. A reduced pressure backflow preventer will be installed in the mechanical room. The water main will provide domestic cold water to the building and the water heater. Domestic cold water will be distributed throughout the building to restroom groups, lavatories, hand-wash sinks, and janitor sinks as required.

Domestic hot water will be heated by a **high efficiency gas fired storage type water heater located in the mechanical room**. A standard 120°F hot water loop will be piped to all lavatories, hand-wash, and janitor sinks. Each hot water loop will require a thermostatic mixing valve, and an inline recirculation pump.

A water softener system will not be provided.

Proposed Sanitary and Vent System

Sanitary waste and vent mains will be provided for restroom groups. Restrooms will be ADA compliant.

Sanitary waste from the plumbing fixtures will be piped by gravity to the sanitary sewer. Vent mains will exit the building through the roof.

Proposed Storm Drain System

Roof drainage will be piped from roof drains through vertical risers in the building and out to the storm sewer via gravity.

Proposed Fire Suppression

A fire service will enter the building and be piped through a double check backflow preventer. A fire pump to serve the building is anticipated, based on a recent flow test in the project area. The fire suppression system will consist of sprinkler pipe zone valves and mains. Branch piping will be installed and spaced to provide proper coverage. A standpipe system will be located in the stairwells.

PROJECT COMPONENT NARRATIVES (C.1)

MECH, ELECT, PLUMBING DESIGN NARRATIVE

Developed by: Loftus Engineering Inc

Electrical, Communications and Security Systems Design

Electrical System Narrative

Proposed electrical service for the New Trades District Tech Center will be at 480V, 3-Phase served by Duke Energy. Service will enter a main panelboard, located on Level 1, and be distributed to 480Y/277V branch panelboards for lighting and mechanical equipment loads on each level. The main panelboard will also serve a step-down transformer to feed a 208Y/120V distribution panelboard which will feed 208Y/120V branch panelboards on each level for receptacle and small equipment loads.

Receptacles will be provided in the finished interior rooms and distributed around the tenant spaces for basic use. Receptacles will also be provided in select locations convenient to the exterior seating areas for laptop and cell phone charging.

Emergency power will be provided by battery inverter systems for egress lighting and exit signs, a battery lowering system for the elevator and battery secondary power for the fire alarm. Data and communications systems will have individual UPS systems in each IT rooms and at point-of-use for other critical equipment.

Proposed roof mounted solar photovoltaic panel array (PV) will connect to the main panelboard and provide an on-site energy source that will offset the active electrical load of the building. When the electrical energy produced by the PV array is greater than the usage, the energy will be sold back to the grid through a net metering connection with Duke Energy. A "dashboard" display is anticipated in the lobby to show the energy offset provided by the PV. The City of Bloomington is furnishing the PV panels for the project as part of their commitment, to be installed by the contractor.

Lighting System Narrative

Lighting for the New Trades District Tech Center will all LED type for energy efficiency and reduced maintenance. It is anticipated that a variety of fixture types will be used depending upon the character and desired aesthetic of the interior and exterior spaces. Interior spaces will be mostly ceiling mounted or suspended. Exterior lighting will be a combination of overhead suspended, catenary, lighting, building wall

mounted fixtures and free-standing poles or bollards.

Interior spaces will have occupancy sensor controls, and where advantageous, daylight sensor controls. Training and meeting rooms will have dimming controls to facilitate multiple uses including video presentations.

Lighting will be provided for safe egress at all times, and battery powered emergency lighting will be provided for egress lighting during power outages.

Exterior lighting will be controlled by a photocell control to turn on the lighting at dusk and a timeclock to reduce the lighting after hours for energy conservation. It is anticipated that there will be minimum security lighting on from dusk to dawn.

Data And Communications System Narrative

The Trades District Tech Center will have infrastructure designed for communications flexibility and scalability. IT rooms are provided on each level for building infrastructure backbone and distribution. Overhead cable tray pathways will be provided for distribution to including the tenant spaces to allow configuration to tenant's needs. It is anticipated that there will be a combination of wired jacks and dense wireless coverage throughout the interior of the tech center and wireless coverage of the outdoor seating areas.

Level 1 training and meeting rooms will be set-up for video conferencing and multi-media presentations. Tenant spaces will be flexible for audio-visual configuration by the tenants.

Safety Systems Narrative

The Trades District Tech Center will have an access control system to secure the building while allowing tenants and other users access. Security cameras will be provided for monitoring of exterior seating areas, entrances and interior common spaces. An automatic and manual fire alarm system will be provided with notification meeting ADA requirements.

PROJECT COMPONENT NARRATIVES (C.4)

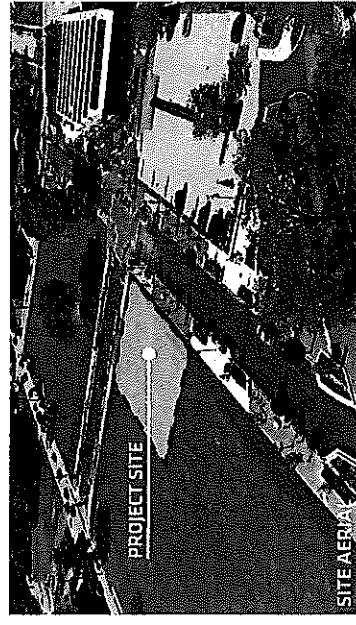
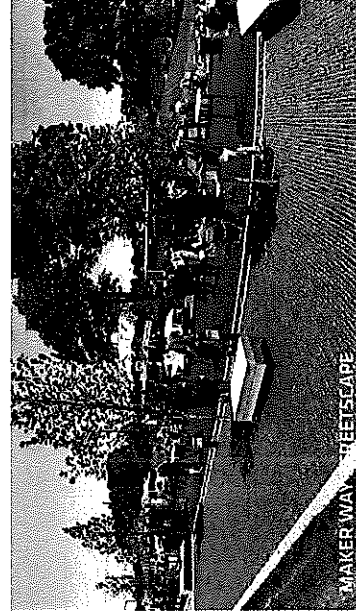
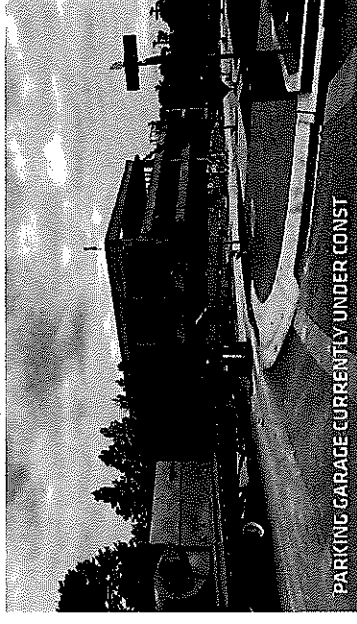
CONSTRUCTION FEASIBILITY

Developed by: Axis Architecture + Interiors

Construction Feasibility Analysis

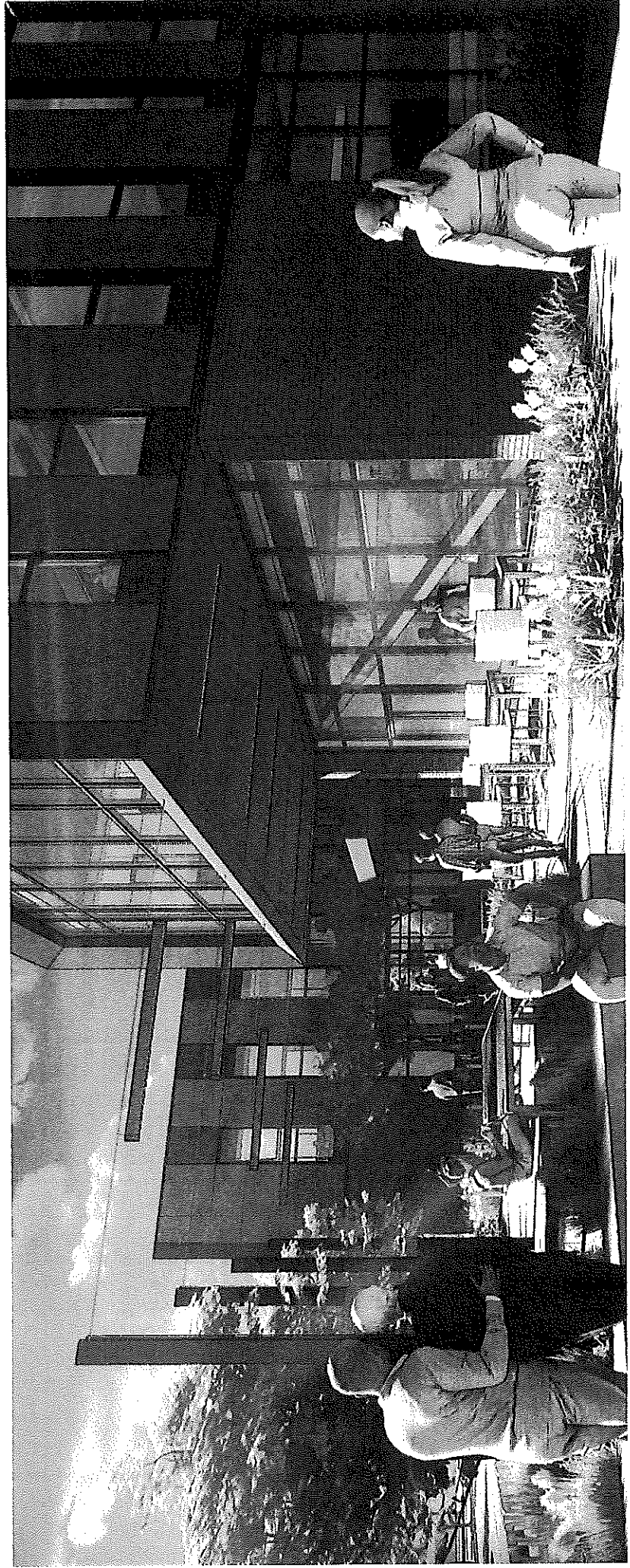
The project site, program, and building design provide both positives and negatives in regards to constructibility of the project. The project site has already been prepped both in utility infrastructure and streetscape/site improvements, which will allow for the building budget/funds to go predominantly to the project itself. The site is also relatively flat, which will minimize additional grading and excavation that may be necessary for the project. A 3-level (379 space) parking garage is also currently being constructed one block south of the project site that will be utilized by the building as well, reducing the need to provide parking within the facility or onsite. Lastly, open areas both to the South and West allow for ample space for construction lay down areas, job site circulation, and construction staging, equipment, and trailers necessary during construction.

With these positives, there are also a few concerns in regards to the project site and constructibility, all of which can be mitigated through various construction and design practices. The soils report notes there is contaminated soils approx 4'-8' below grade, the design team will focus on minimizing grade removal at these elevations by lifting the building, as well as holding a budget allowance for removal/disposal for any contaminated soil removal/disposal. **Green roofs, permeable site surfaces and a 2,800 CF underground storm detention system are designed to minimize stormwater run-off and impacts. The green roofs and permeable site surfaces account for approximately 50% of the site area, which will allow the 2,800 CF volume to be more than adequate for the 15,640 SF site.** The site is also located adjacent to the Showers Brothers Historic buildings to the South and East, in particular the Dimensional Mill building to the East. Due the proximity to these historic buildings, construction vibrations should be minimized and monitored to reduce the impacts on the surrounding historic structures. A pre-construction survey should be conducted to understand what effects the construction of the project may have on the adjacent buildings. Similar to other projects, the uncertainty of the future bidding climate is always a concern. The cost estimate within the PER takes into account escalation along with a 4% design and trade contingency to forecast the potential bid cost of the project. Price estimates/packages will be developed at each milestone throughout the design process to continue to forecast and provide guidance for the owner and design team.



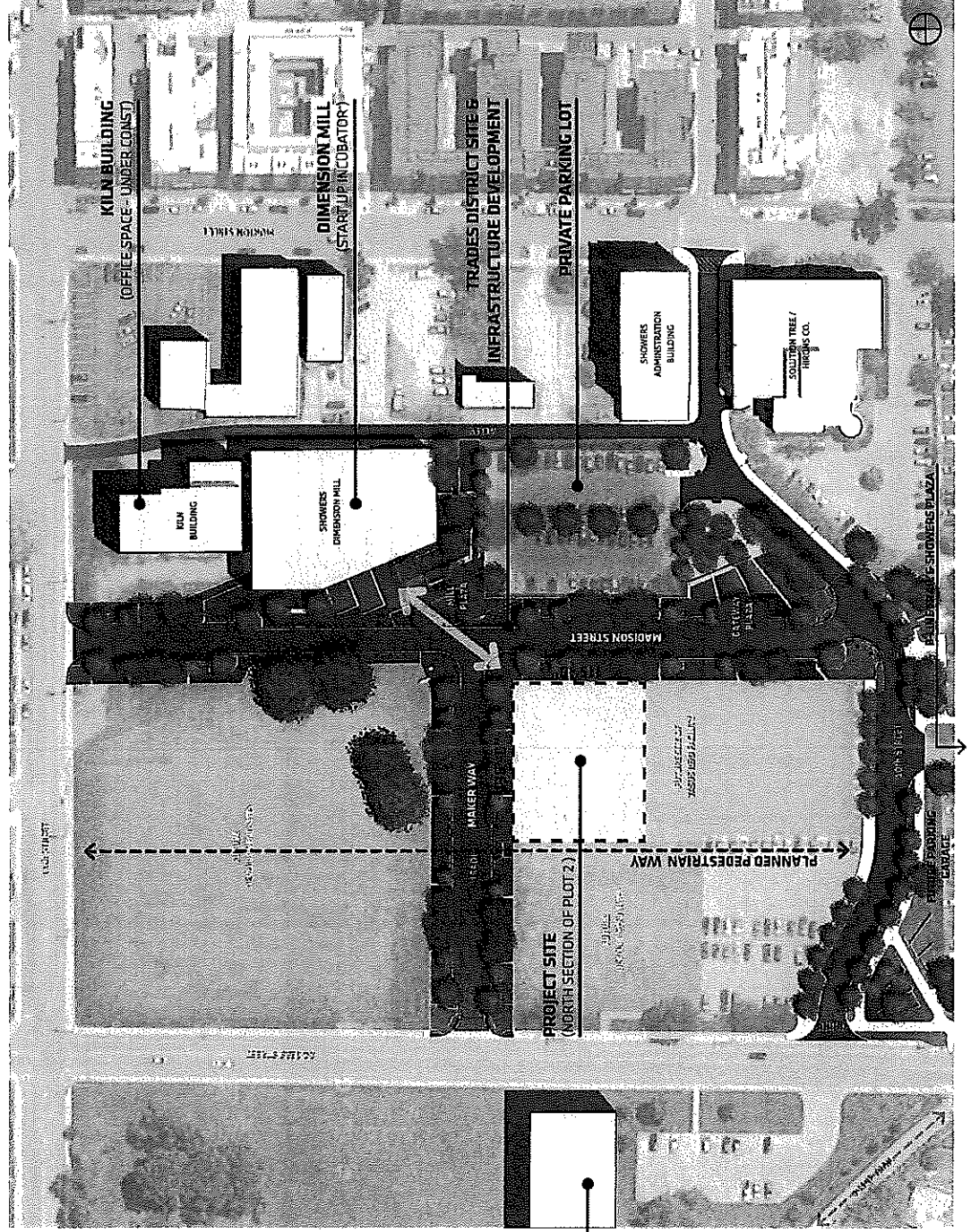
VERIFYING STATEMENT OF PROJECT COMPONENTS (C.2)

It is understood by the City of Bloomington, the Bloomington Economic Development Corporation and the design team that the project scope identified in the Preliminary Engineering Report is consistent with the EDA project description noted in Section B.2 of the ED-900 application form. The Trades District Technology Center's mission of growing and supporting emerging tech clusters within the Bloomington and Monroe County communities aligns seamlessly with the EDA's goal to work directly with communities to catalyze locally developed strategies to build capacity for economic development based on local business conditions and needs. The project has the opportunity to create an environment that supports the economic development, diversity, and growth within Bloomington and the surrounding region. The following project graphics/ drawings, cost estimate, and schedule further detail the project component narratives and mission previously outlined.



PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

CONTEXT + SITE PLAN



PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

ZONING SITE PLAN

NOTES

UNIFIED DEVELOPMENT ORDINANCE DISTRICT

ND-ST. SHOWERS TECHNOLOGY DOWNTOWN

CHARACTER OVERLAY

- FRONT SETBACK MAX: 15'-0"

- SIDE SETBACK MAX: 5'-0"

- REAR SETBACK MIN: 5'-0"

- PRIMARY STRUCT. HEIGHT: 50' (4-STORIES)

- IMPERVIOUS SURFACE MAX: 75%

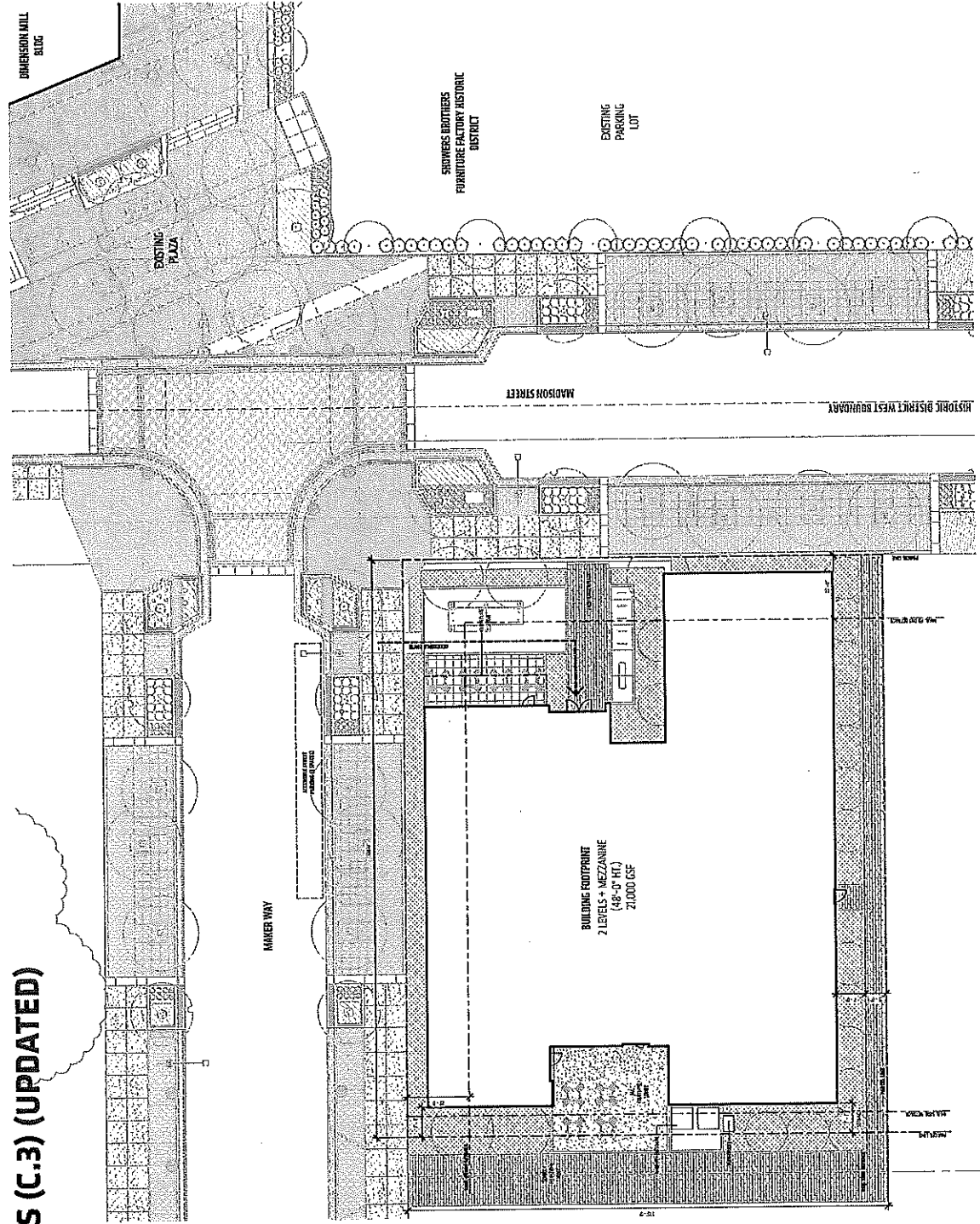
- LANDSCAPE AREA MIN: 25%

- PARKING REQ: NONE

- PROVIDED BY SOUTH PARKING GARAGE

SHOWERS BROTHERS FURNITURE FACTORY HISTORIC DISTRICT

- PROJECT SITE IS LOCATED OUTSIDE OF HISTORIC DISTRICT. WEST BOUNDARY OF DISTRICT IS LOCATED ALONG MADISON STREET

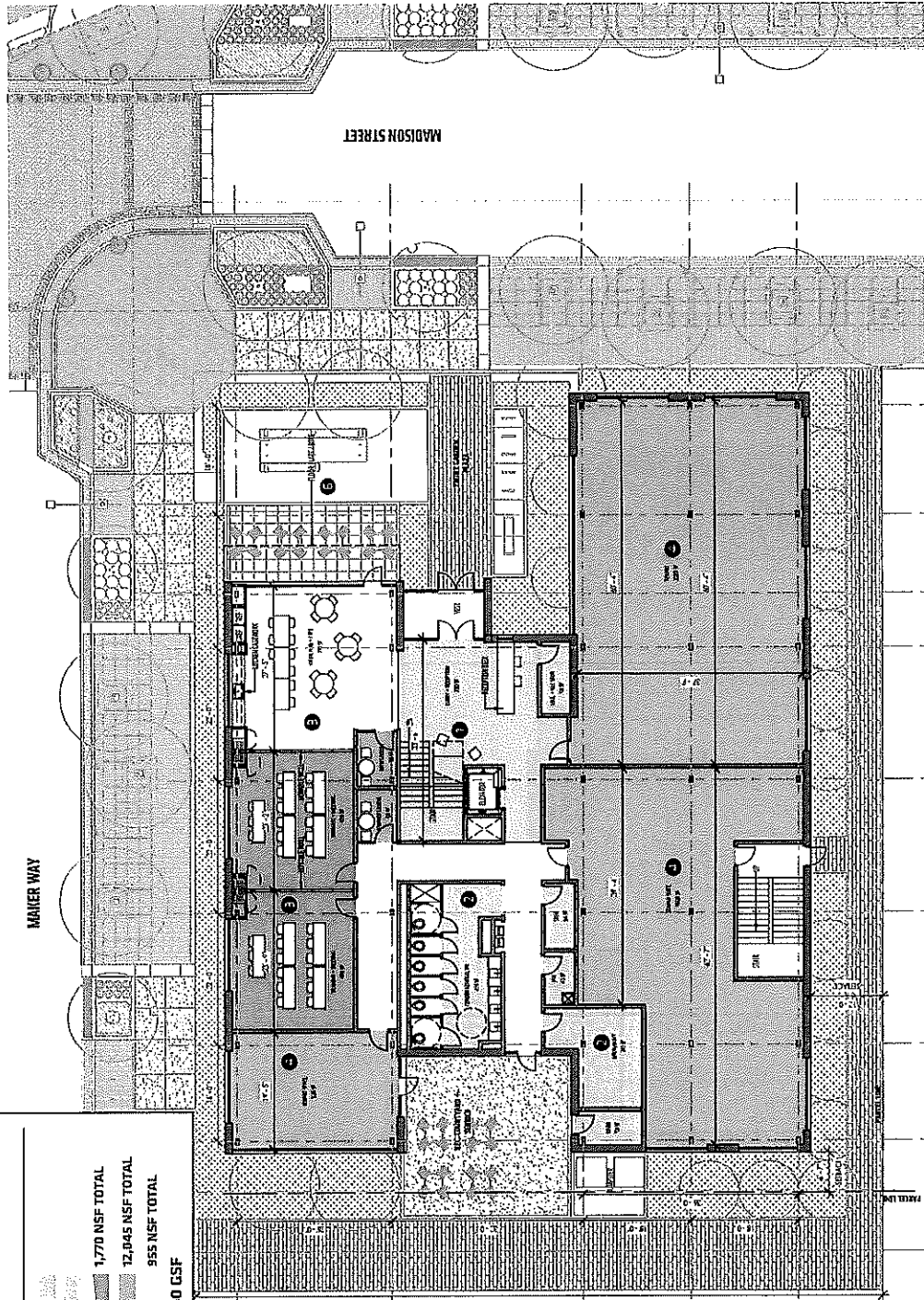


PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

LEVEL 01 FLOOR PLAN

NOTES

1	ATRIUM LOBBY SPACE	LOBBY + RECEPTION	
2	RESTROOMS + SUPPORT SPACES	RESTROOMS + BOH	
3	SOCIAL HUB AND AMENITY SPACES	AMENITY SPACES	1,770 NSF TOTAL
4	TENANT SPACES	TENANT SPACES	12,045 NSF TOTAL
5	OUTDOOR ROOF TERRACE	ROOF TERRACE	955 NSF TOTAL
6	COMMUNITY TABLE + OUTDOOR PLAZA AREA		
TOTAL GSF = 21,000 GSF			



LEVEL 01 FLOOR PLAN

0 5 15 35

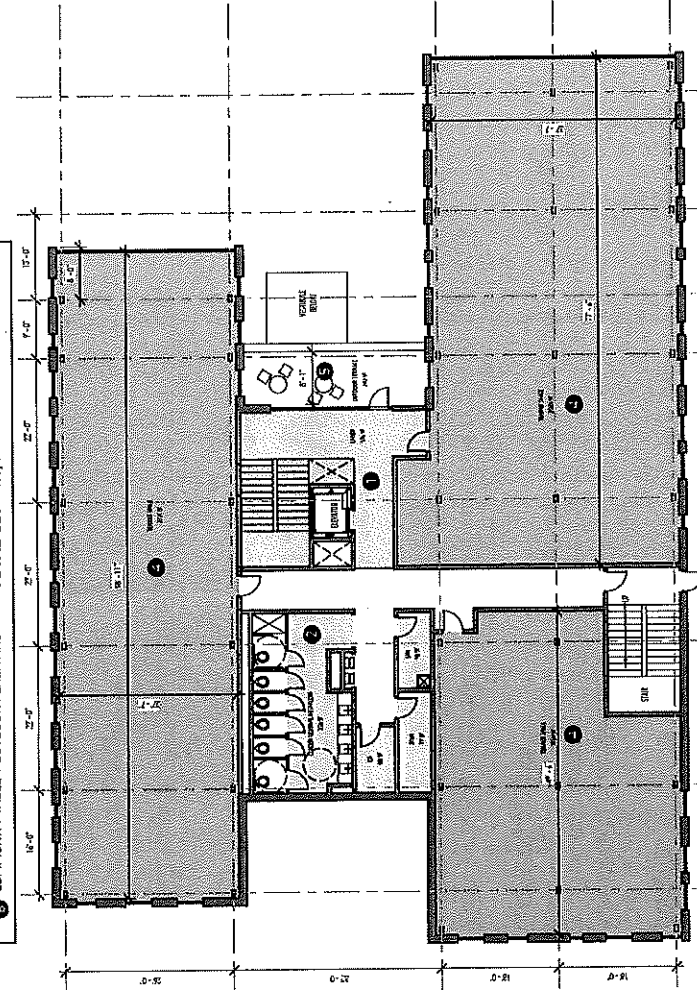
LEVEL 01 GSF = 9,925 GSF

PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

LEVEL 02 + MEZZANINE FLOOR PLAN

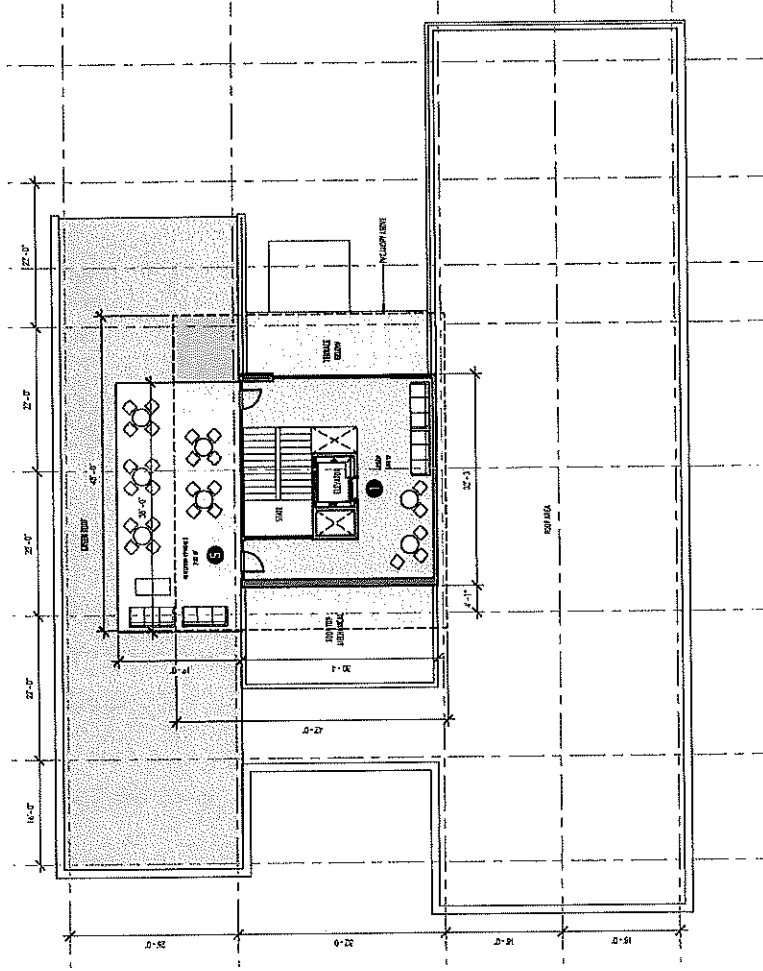
NOTES

1	LOBBY + RECEPTION	
2	RESTROOMS + SUPPORT SPACES	
3	SOCIAL HUB AND AMENITY SPACES	1,770 NSF TOTAL
4	TENANT SPACES	12,045 NSF TOTAL
5	OUTDOOR ROOF TERRACE	955 NSF TOTAL
6	COMMUNITY TABLE + OUTDOOR PLAZA AREA	
		TOTAL GSF = 21,000 GSF



LEVEL 02 FLOOR PLAN

0 5 15 35
LEVEL 02 GSF = 10,050 GSF



MEZZANINE + ROOF DECK FLOOR PLAN

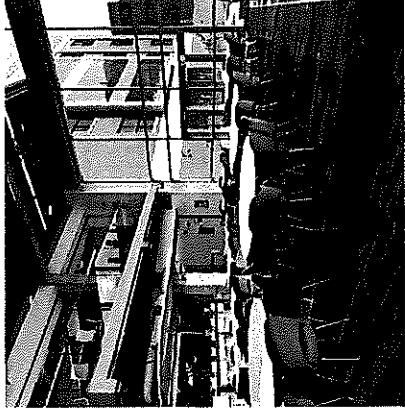
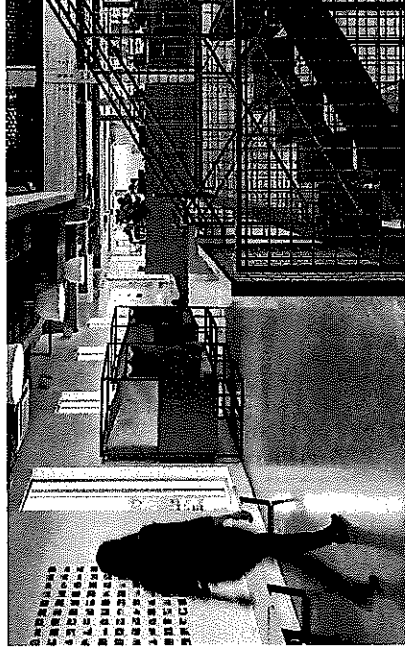
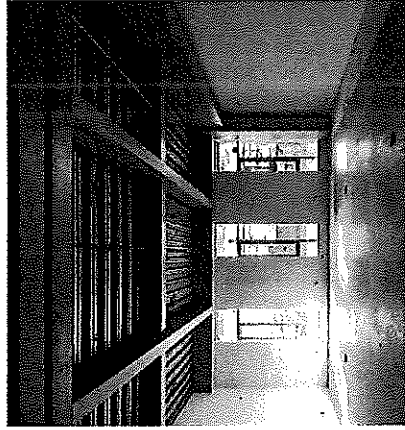
0 5 15 35
LEVEL 03 GSF = 1,025 GSF



Trades District Technology Center City of Bloomington + Bloomington Economic Development Corporation

PROJECT DESIGN DRAWINGS (C.3)

INTERIOR AESTHETIC VISION



INTERIOR ARCHITECTURE

WELCOMING

INTERIOR DESIGN/ARCHITECTURE IS ALL ABOUT THE HUMAN EXPERIENCE AND EMPOWERMENT. WITH THE USE OF NATURAL MATERIALS, TRANSPARENCY/DAYLIGHT, AND A "SOCIAL CORE" ATRIUM, THE BUILDING WILL CREATE AN INVITING HOME FOR TECH COMPANIES AND COMMUNITY MEMBERS ALIKE.

DESIGN INTEGRITY

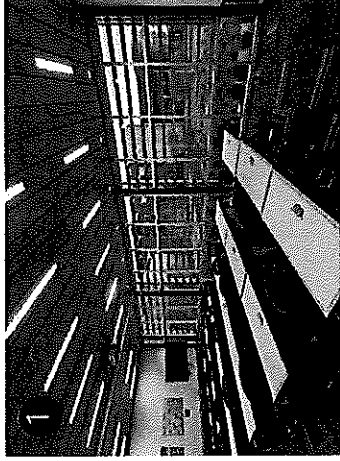
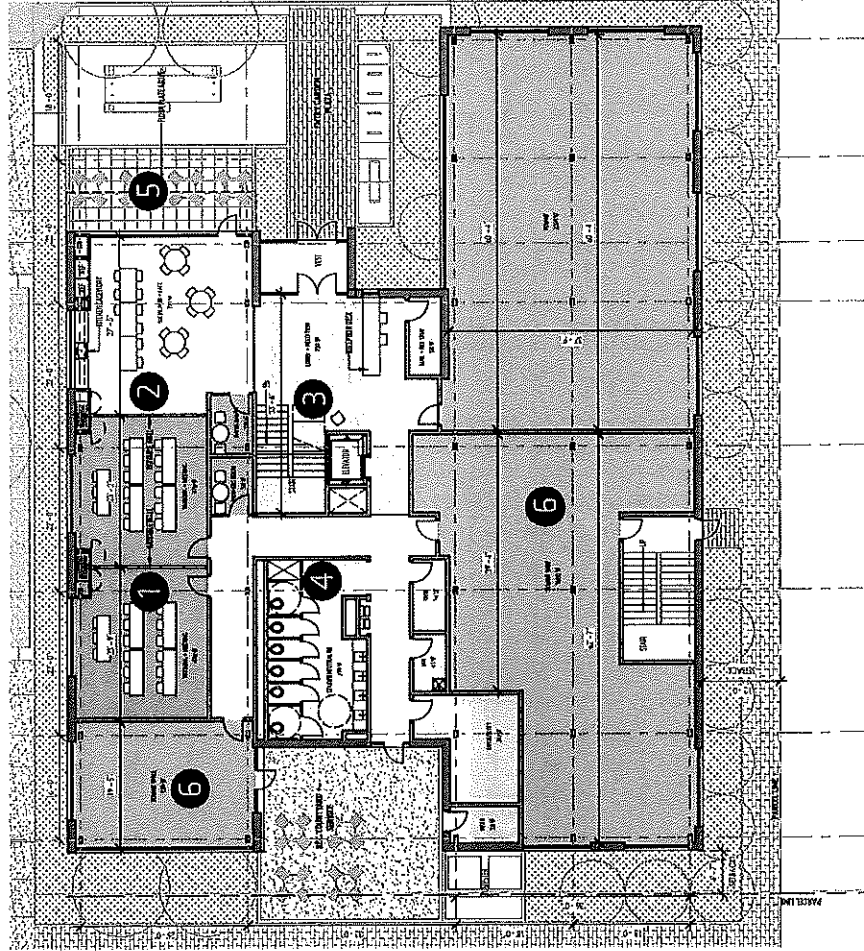
CREATE AN ARCHITECTURE THAT IS TIMELESS - DEVELOPING A MATERIAL PALETTE THAT IS BOTH FORWARD THINKING, YET REFLECTIVE OF THE EXISTING HISTORIC CONTEXT OF THE TRADES DISTRICT IS IMPORTANT TO THE DESIGN CULTURE OF BLOOMINGTON.

INSPIRE

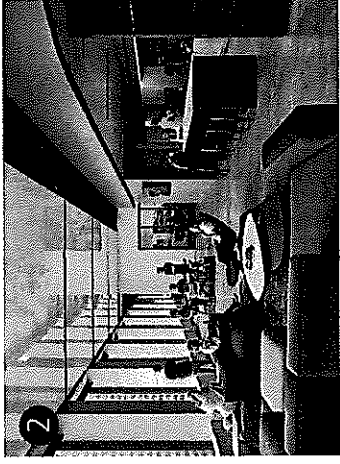
CREATING A VARIETY OF DIMENSIONAL AND DYNAMIC SPACES WILL GIVE THE BUILDING A SENSE OF ENERGY, PASSION, AND COMMUNITY. IT WILL BE A SPACE THAT BRINGS OUT THE BEST IN ALL WHO ENTER, FREEING THEM FROM LIMITATIONS. **THIS IS CRITICAL TO THE PROGRAMMING FUNCTION OF THE TECH CENTER.**

PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

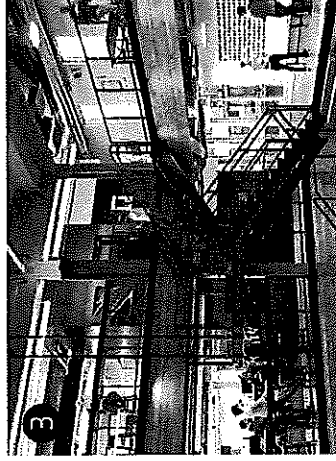
INTERIOR SPACES



FLEXIBLE CONFERENCE AND RESOURCE ROOMS



FLEXIBLE SOCIAL HUB + CAFE SPACE



ATRIUM STAIR



GENDER NEUTRAL RESTROOMS



OUTDOOR TERRACE + ENTRY PLAZA



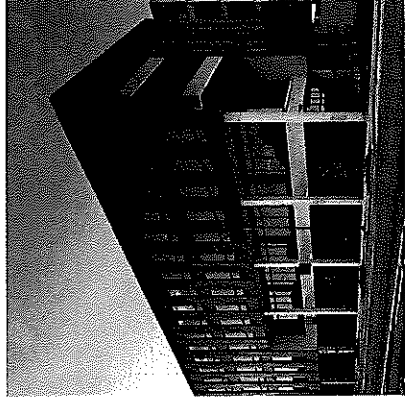
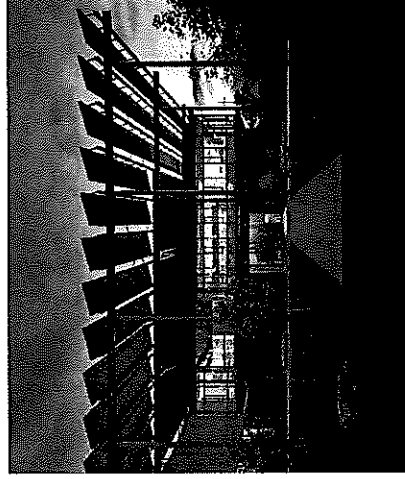
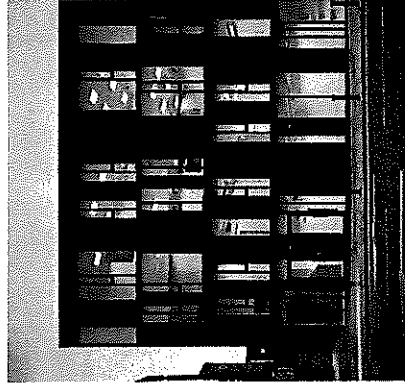
TYPICAL OFFICE SPACE PRE-T/1



Trades District Technology Center City of Bloomington + Bloomington Economic Development Corporation

PROJECT DESIGN DRAWINGS (C.3)

EXTERIOR AESTHETIC VISION



EXTERIOR ARCHITECTURE

WELCOMING

A SENSE OF ARRIVAL WITH DISTINCT VIEWS TO THE INTERIOR PROVIDING A SENSE OF CONNECTION FROM INTERIOR AND EXTERIOR SPACES. A COHESIVE EXTERIOR AND INTERIOR MATERIAL PALETTE WILL BE UTILIZED TO ALLOW THE BUILDING AND LANDSCAPE TO COMPLIMENT ON ANOTHER.

DESIGN INTEGRITY

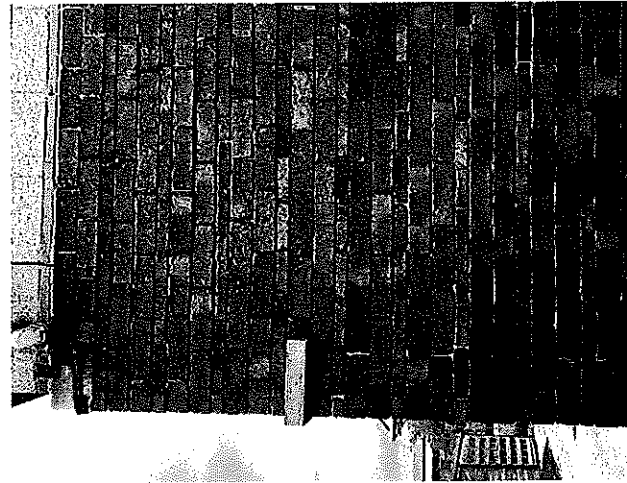
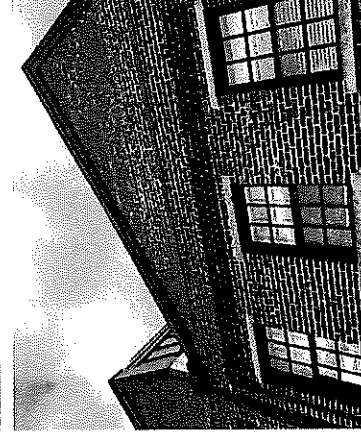
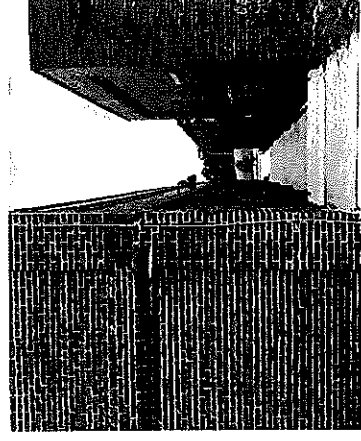
THE ARCHITECTURE SHOULD REFLECT TIMELESSNESS AND INSPIRE. NATURAL TEXTURES AND MATERIALS THAT REFLECT THE REGION, TRANSPARENCY AND SUNSCREENS, EXPOSED STRUCTURE, AND NATURAL LIGHT WILL ALLOW THE STRUCTURE TO BE BOTH TIMELESS AND LAY A FOUNDATION FOR DESIGN OF FUTURE DEVELOPMENT IN THE DISTRICT.

INSPIRE

THE BUILDING WITH BE A SOURCE OF INSPIRATION FOR BOTH THE COMMUNITY AND ITS TENANTS THROUGH ITS DYNAMIC AND REFINED ARCHITECTURAL LANGUAGE, AND BY THE SUSTAINABLE SYSTEMS THAT ALLOW THE BUILDING TO PERFORM EFFICIENTLY AND EFFECTIVELY - BECOMING A MODEL FOR FUTURE SUSTAINABLE DEVELOPMENT WITHIN BLOOMINGTON.

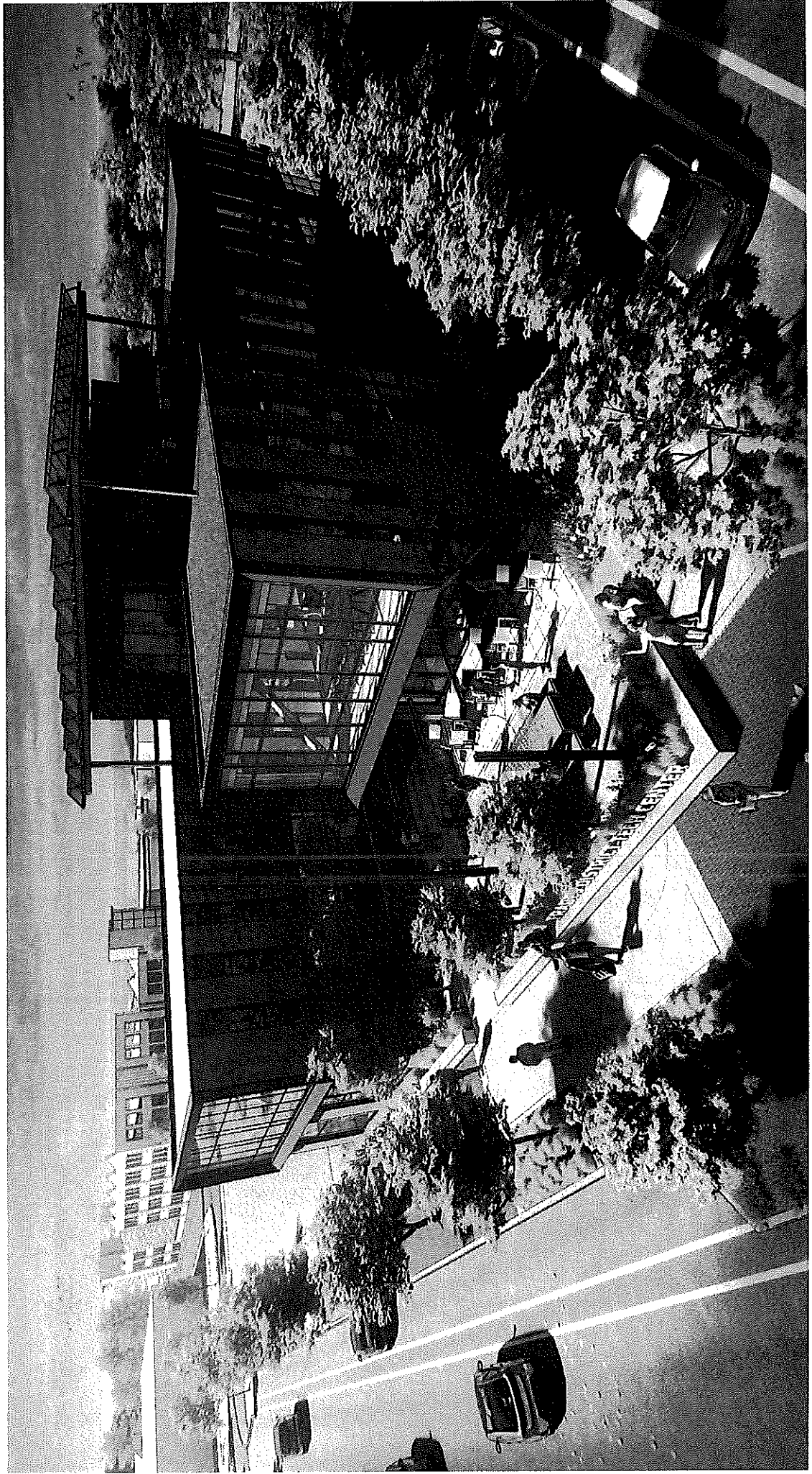
PROJECT DESIGN DRAWINGS (C.3)

TRADES DISTRICT MATERIALITY



PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

NE AERIAL VIEW



PROJECT DESIGN DRAWINGS (C.3) (UPDATED)
NE STREET PERSPECTIVE





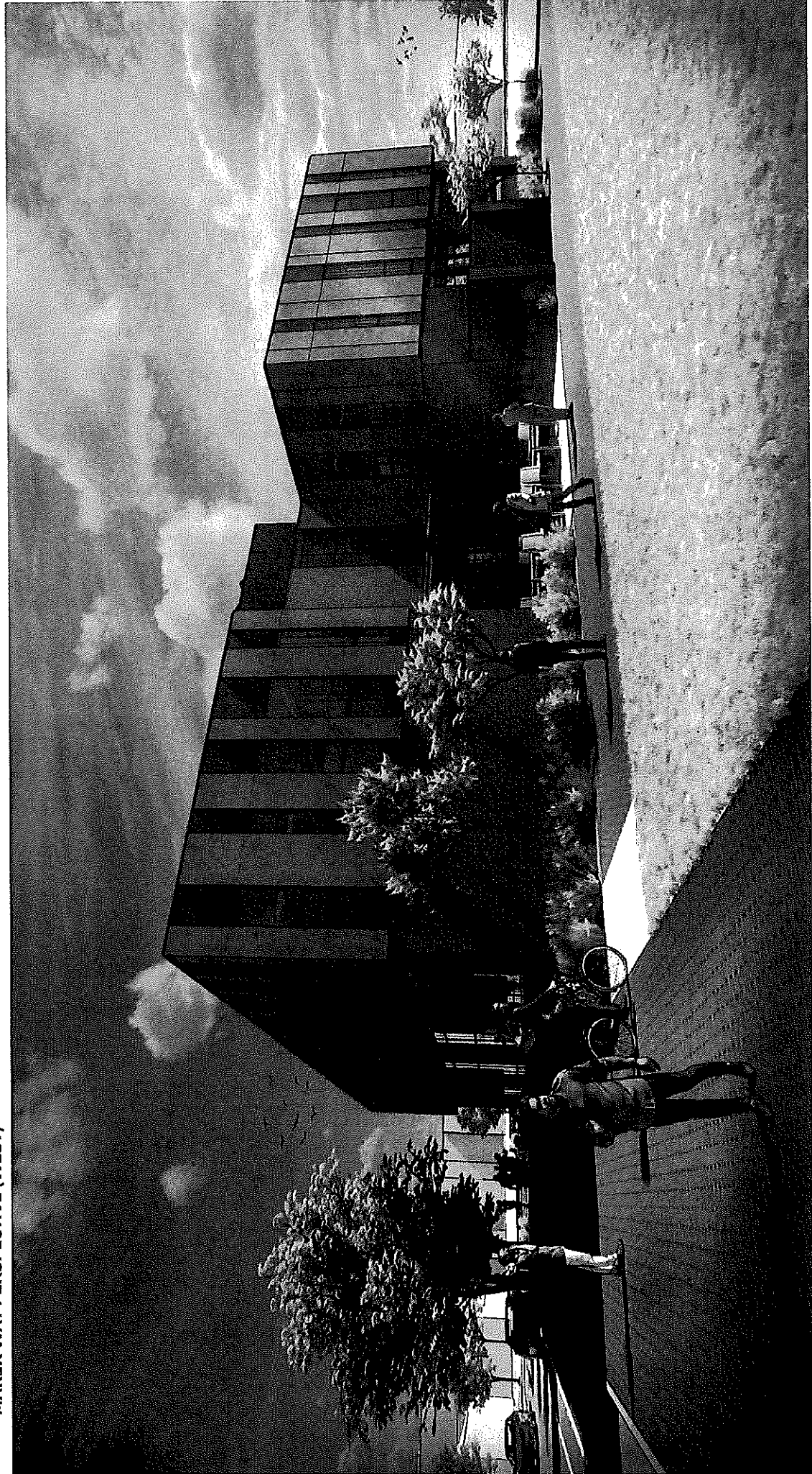
Trades District Technology Center City of Bloomington + Bloomington Economic Development Corporation

PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

MADISON ST PERSPECTIVE (EAST)

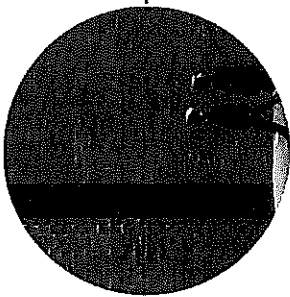


PROJECT DESIGN DRAWINGS (C.3) (UPDATED)
MAKER WAY PERSPECTIVE (WEST)

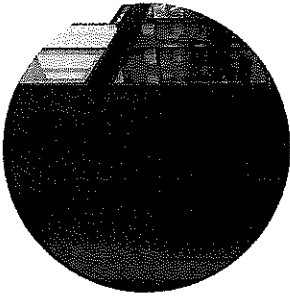


PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

MADISON ST PERSPECTIVE



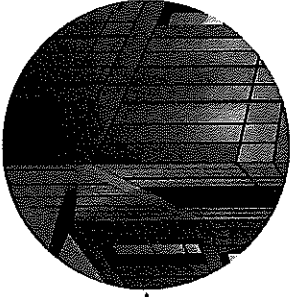
GREY FLY ASH BRICK MASONRY INFILL
AT LEVEL 01



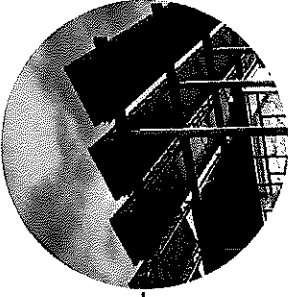
CORTEN METAL PANEL FACADE STRIPS



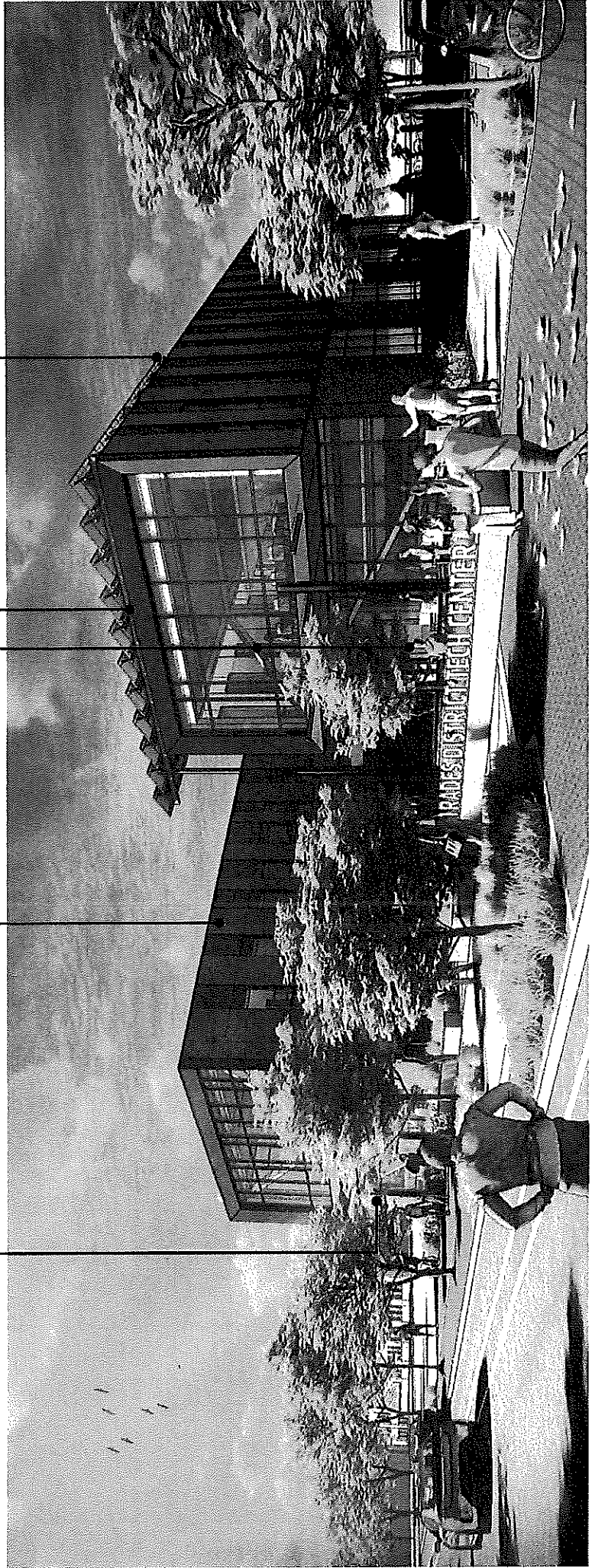
FIXED ALUM STOREFRONT
KAWNEER



DARK CHARCOAL METAL PANEL
FRAME AND HEAD/SILL PANELS



PHOTOVOLTAIC PANEL CANOPY



PROJECT DESIGN DRAWINGS (C.3)

MATERIALITY - MASSING PLAN 2019

Material Guidelines

- Primary Facade Materials
 - Brick
 - Stone
 - Glass (not mirrored)
 - Architectural Metal (not corrugated or ribbed)
 - Wood
- Secondary Facade Materials
 - Split-face cement block
 - Cementitious siding

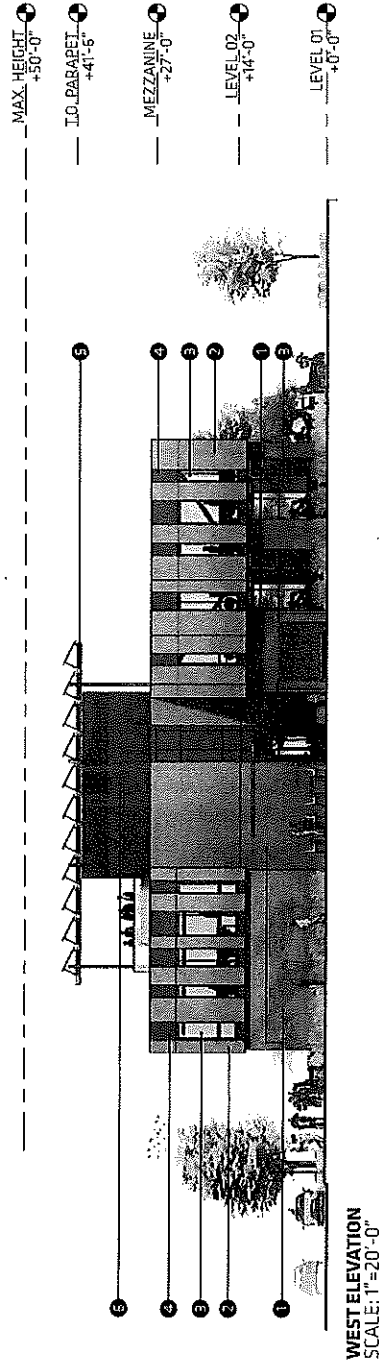
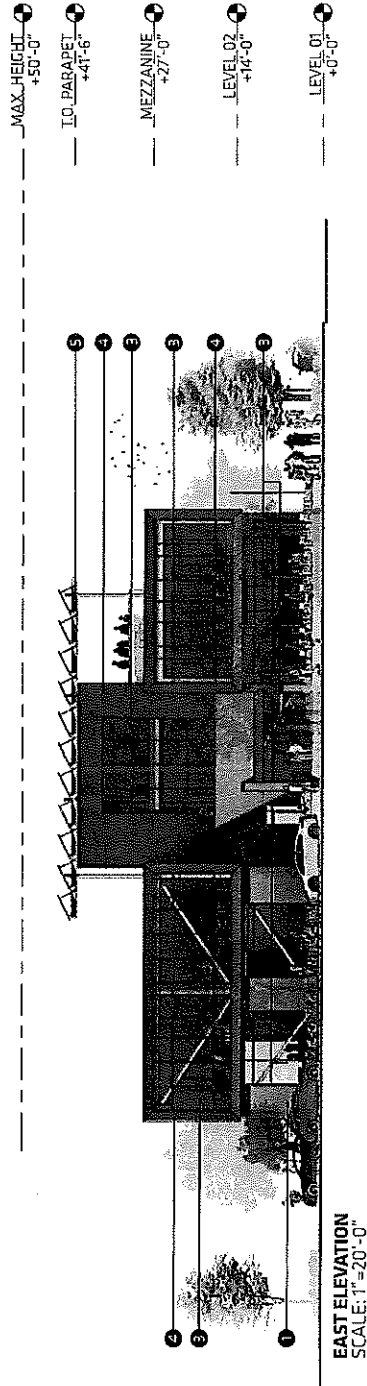
In 2019 Rundell Ernsterberger Associates with Greenstreet Development, and the City of Bloomington developed a Massing Plan to communicate the City's intent for the Trades District in regards to density, potential market demands, and overall building massing and design standards. The attached page illustrates the architectural materials and aesthetics intended to be used for future development within the Trades District from this study.



City of Bloomington • **The Trades District Massing Plan** 15

PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

EXTERIOR ELEVATIONS

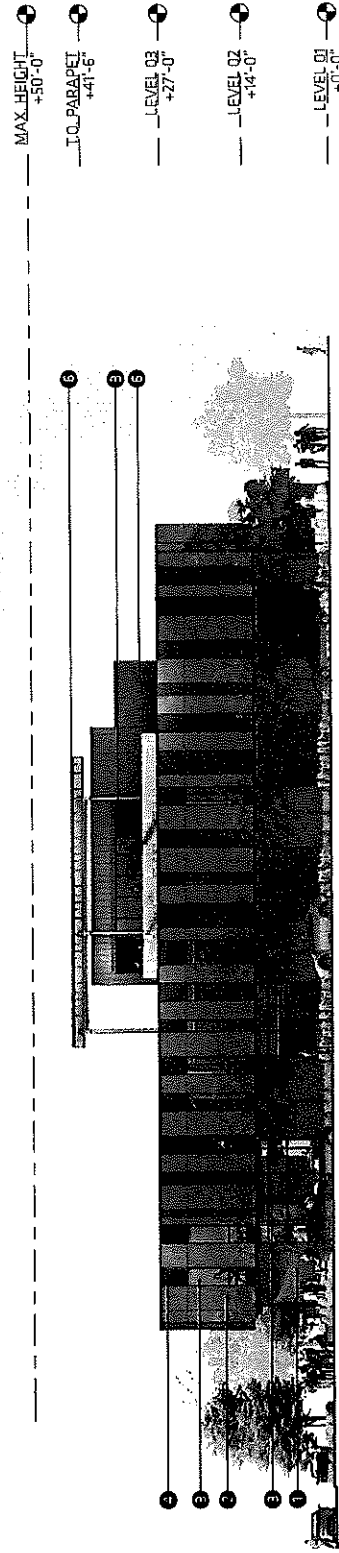


NOTES

- 1 GREY FLY ASH BRICK MASONRY
- 2 CORTEN METAL PANEL
- 3 ALUMINUM STOREFRONT
- 4 DARK CHARCOAL METAL PANEL
- 5 PHOTOVOLTAIC CANOPY ARRAY
- 6 MECHANICAL SCREEN WALL

PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

EXTERIOR ELEVATIONS



NORTH ELEVATION
SCALE: 1"=20'-0"



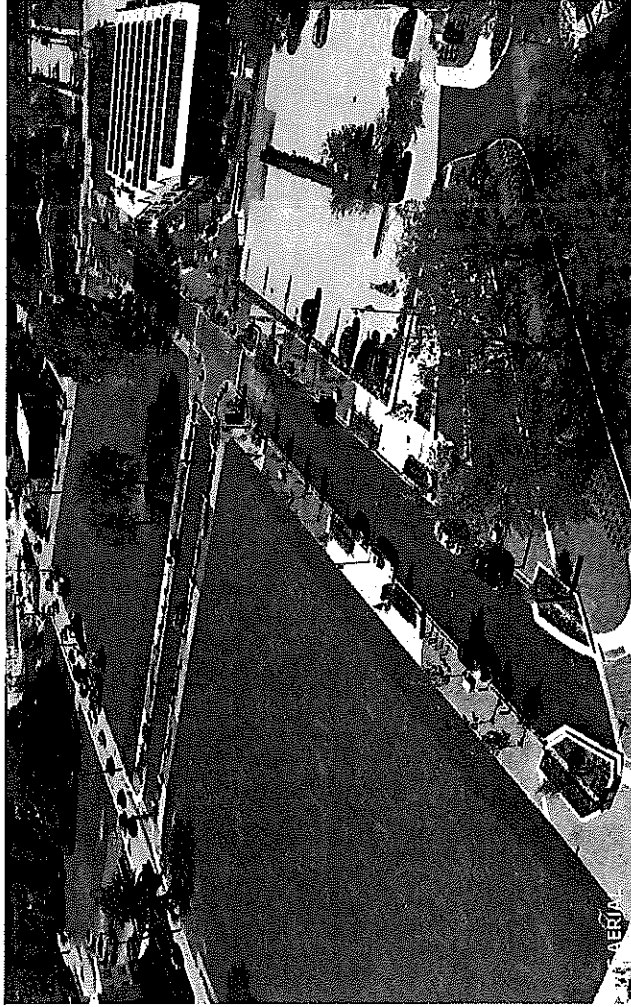
SOUTH ELEVATION
SCALE: 1"=20'-0"

NOTES

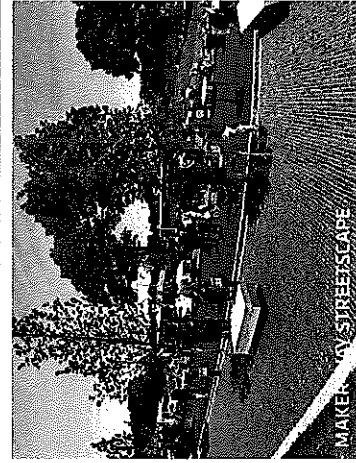
- 1 GREY FLY ASH BRICK MASONRY
- 2 CORTEN METAL PANEL
- 3 ALUMINUM STOREFRONT
- 4 DARK CHARCOAL METAL PANEL
- 5 PHOTOVOLTAIC CANOPY ARRAY
- 6 MECHANICAL SCREEN WALL

PROJECT DESIGN DRAWINGS (C.3)

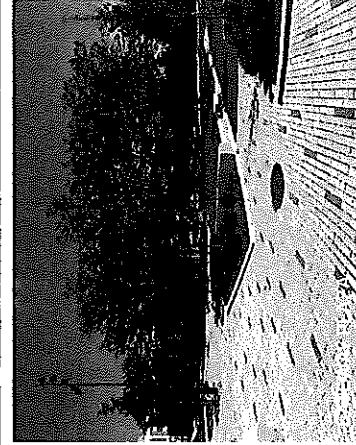
TRADES DISTRICT EXISTING STREETScape + LANDSCAPE



DIMENSIONAL MILL PLAZA SPACE



MAKERWAY STREETSCAPE



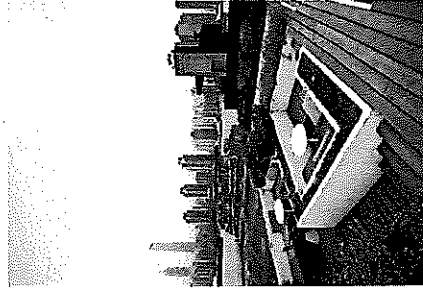
GATEWAY PLAZA AERIAL

The Trades District Site and Infrastructure Improvements were developed in 2015 to create a Certified Tech Park adjacent to the Bloomington Downtown. The design seeks to highlight the historic material palette of the industrial setting, while interjecting contemporary design elements. The design team consisted of:

Anderson Bohlander (Site Design)
Blackline Studio (Architecture)
Crawford Murphy Tilly (Civil)
Pivot Marketing (Branding / Marketing)
BRCJ (Survey)

PROJECT DESIGN DRAWINGS (C.3)

EXTERIOR AESTHETIC VISION



OUTDOOR SPACE

WELCOMING

CREATE AN INTEGRATED SITE AND BUILDING DESIGN THAT COMPLIMENT EACH OTHER. CREATING OUTDOOR SPACES OF VALUE THAT SURROUND THE BUILDING AND INTERIOR SPACES.

DESIGN INTEGRITY

THE SITE DESIGN WILL BUILD UPON THE TRADES DISTRICT SITE ELEMENTS, STREETSCAPE, AND PREVIOUS MASTER PLANS TO CREATE EXTERIOR SPACES THAT WILL BE COHESIVE WITH EXISTING AND FUTURE DEVELOPMENTS.

INSPIRE

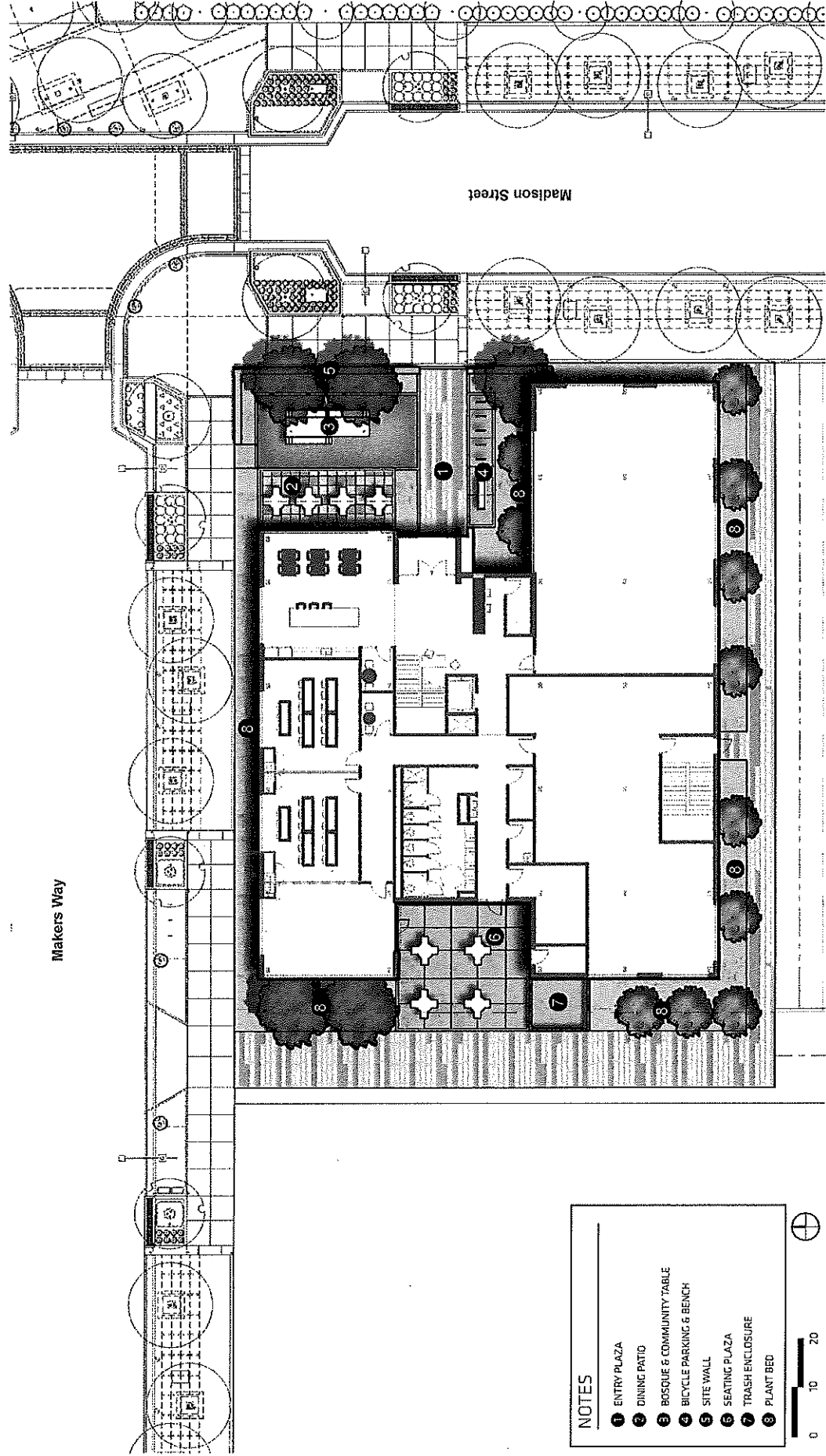
LANDSCAPE AND SITE ELEMENTS WILL PROVIDE A VARIETY OF SPACES THAT WILL ENERGIZE, INSPIRE, AND CREATE MOMENTS FOR RESPIRE. THESE SPACES WILL ALLOW FOR FLEXIBILITY AND PROVIDE OPPORTUNITIES FOR THE OUTDOOR SPACES TO BE USED FOR A VARIETY OF USES.



Trades District Technology Center City of Bloomington + Bloomington Economic Development Corporation

PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

SITE + LANDSCAPE PLAN



PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

ENTRY PLAZA + DINING PATIO PERSPECTIVE





PROJECT COST ESTIMATE (C.5, C.6, C.7, C.8, C.9)

Proposed Method of Construction (C.5, C.6)

The project will use the traditional design-bid-build delivery method. The owner will have one design contract with the Architect and one contract with the selected contractor after a sealed competitive bidding and selection process. **The Architect and design team selected for this PER was accomplished using federal procurement guidelines. However, this application does not include any funding request for the Architect and design team. The City of Bloomington will contract with the Architect and design team separately.** The Architect will hire all necessary engineers and consultants for design, engineering, and construction administration services. The design team will produce milestone design drawing sets for Schematic Design, Design Documents, and Construction documents. Cost analysis and estimates will also be provided at the end of each design phase to validate construction costs throughout the design process. The A/E team will design all portions of the building and complete 100% Construction/Bidding Documents with supporting Project Manual and Specifications. Bidding will occur at the end of the design phase, please reference the Project Schedule (pg.42) for estimated durations of design, bidding, and construction phases. **Please note all contractors that were used for the purpose of developing the PER cost estimate will not be used in performing the construction work for the project.**

Real Property Acquisition Narrative (C.8)

The Cost Estimate does not include land acquisition of project property. The Bloomington Redevelopment Commission owns the property that the Tech Center will be built on and will retain ownership of the land and the building post-construction, leasing the building to the Tech Center nonprofit. The value of the kind contribution of the land to build the Tech Center on is approximately \$370,000

Building Cost Estimate and Budget (C.7)

The attached cost estimate by the Architecture/Engineering Team was developed based on the systems described and illustrated in the attached design package. Overall trade costs can be found on the Total Hard and Soft Cost Summary (pg.39), along with detailed trade costs illustrated on the Trade Cost Summary (pg.39) and Itemized Trade Cost Estimates (pg.40). The overall estimated trade costs for the entire construction work for the building and site/landscape are estimated at **\$4,234,100**. A 4 percent trade and design contingency, as well as general contractor general conditions (\$22k for 14 months), and 7 percent general contractor overhead and profit are added to the trade costs to arrive at a total construction bid cost estimate of **\$5,041,400**. City funds will be used for project architectural design and engineering fees and are not included in the attached cost estimate. **The design team and client acknowledge the regulatory**

requirement that leases of space developed with EDA funding must be for adequate considerations.

Permitting Narrative (C.9)

The project will be required to file for both State of Indiana and Monroe County Building Permits, both of which will be targeted submissions 4 weeks from 100% construction drawings in order to have a bid set that is permitted and ready for construction. Both submittals will be full building permits including architectural (Fire & Life Safety), Mechanical, Electrical and Plumbing, Structural, and Fire Alarm and Fire Sprinkler scope of work. See below for a list of current and applicable Indiana Building Codes that the building will be designed in accordance with.

The project will also require Site Plan Review from the Planning Department and Redevelopment Commission approvals that will take place during the Schematic Design and Design Document phases, with a total duration of approximately 2 months. Since the project is less than 1 acre of land disturbance, a Storm water/ Land Disturbance Permit will not be necessary through the Indiana Department of Environmental Management. The project is also sited just West of the Showers Brothers Historic District, although outside of the boundaries of the district the project team will engage in courtesy reviews and input sessions with the Bloomington Historic Preservation Commission during the Schematic Design Phase. During construction it is expected to have a footing/foundation inspection, underslab MEP inspection, Rough-in inspection, above ceiling/electrical inspection, and final certificate of occupancy inspection that will be coordinated by the selected general contractor.

Indiana General Building Codes

- 2014 Indiana Building Code (2012 International Building Code with Indiana Amendments) 2014 Indiana Fire Code (2012 International Fire Code with Indiana Amendments)
- 2012 Indiana Plumbing Code (2006 International Plumbing Code with Indiana Amendments)
- 2008 National Electrical Code (2008 NFPA 70)
- 2014 Indiana Mechanical Code (2012 International Mechanical Code with Indiana Amendments)
- 2010 Indiana Energy Code (ASHRAE 90.1 2007)
- Americans with Disabilities Act Accessible Guidelines (ADAAG) for Buildings and Facilities
- American National Standards Institute Accessible and Usable Buildings and Facilities
- Standard (CABO/ANSI A117.1-2009)

ITEMIZED TRADE COSTS ESTIMATE

[illegible]

PROJECT COST ESTIMATE (C.5, C.6, C.7, C.8, C.9) (UPDATED)

ITEMIZED TRADE COSTS ESTIMATE CONT.

[illegible][illegible]

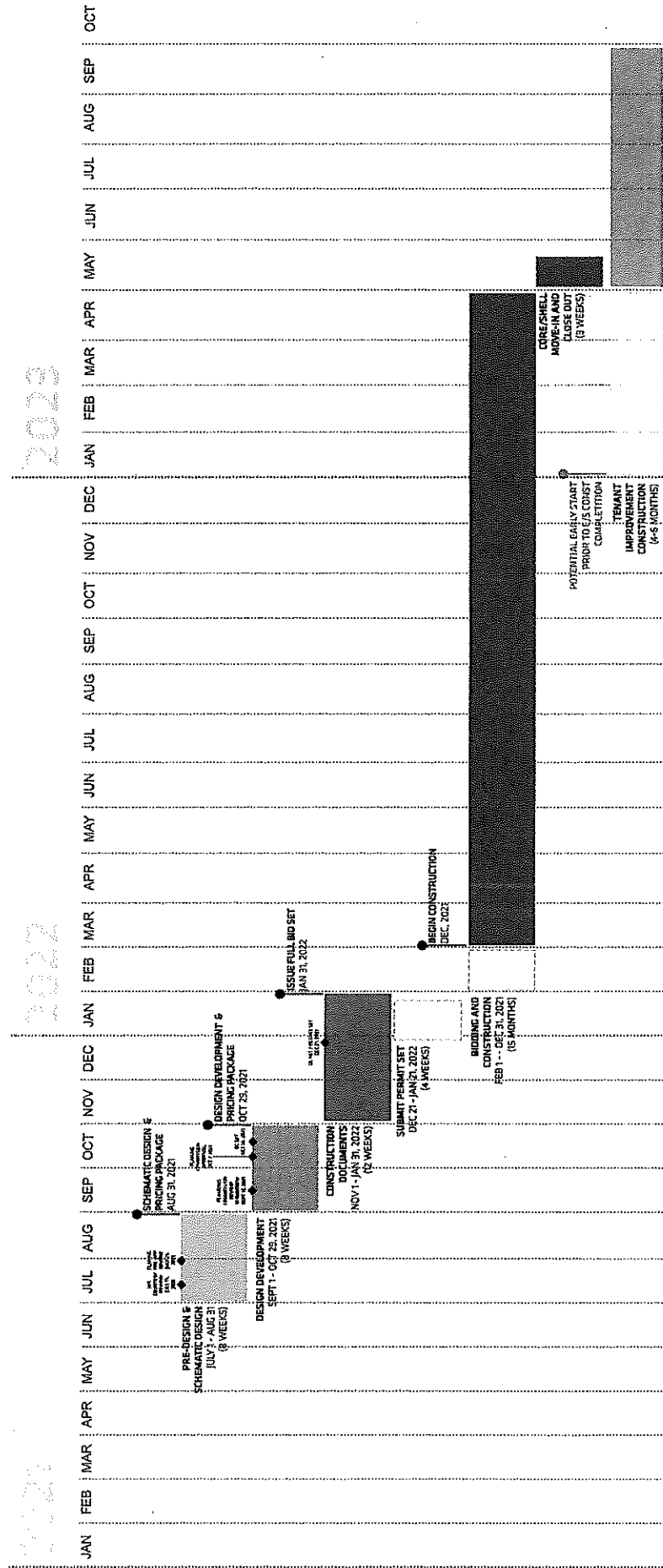


PROJECT DESIGN + CONSTRUCTION SCHEDULE (C.10) (UPDATED)

PROPOSED PROJECT SCHEDULE

Schedule Overview

The project schedule below outlines both design and construction activities from **July 2021 to Spring/Summer of 2023**. Design Phases are broken into SD, DD, and CD phases with durations ranging from 8 weeks to 12 weeks create a 7-month total duration. A 15 month bidding and construction phase beginning Q1 2022 delivers the core shell build-out Q2 2023. Interior tenant improvement construction activities are slated to take approximately 4-6 months depending on scale and scope, some of which could potentially begin construction prior to completion of the core/shell scope of the project.



PROJECT DESIGN + CONSTRUCTION SCHEDULE (C.10)

PROJECT SCHEDULE NARRATIVE

Schematic Design / Pre-Design (8 Weeks)

The Schematic Design and Pre-Design Phase will primarily focus around validating the current design and program requirements, along with initial coordination and validation with primary stakeholders, zoning/planning officials, and other input groups (public and Historic Preservation). Early workshops or input sessions will be utilized to gain input and guidance to ensure the project is on the right path from the beginning. A pre-submittal meeting with the Planning Commission and a courtesy review with the History Preservation Commission will also be conducted in this phase. Once the overall footprint and organization of the building has been developed the rest of the engineering team (structural, civil, Mechanical, Electrical, and Plumbing) will be engaged to begin initial design review and documentation. A building code analysis will also be developed to ensure no surprises are discovered later in design. At the end of Schematic Design, the design team will produce a schematic drawing set that illustrates the general overall design for the architecture, site/landscape design, and engineering disciplines. This Schematic Design Set will then be used to create a cost estimate of the current design, which will be used as a gauge for the design team and client if any modifications need made in order to meet the current project budget. The duration of this phase of design is currently projected to take 8 weeks.

Design Development (8 Weeks)

During the 8-week Design Development Phase the design team will begin by analyzing both the Schematic Drawings and cost estimate with the client to understand if any substantial changes need to be made to the design/drawings. Once changes (if any) have been made, a Planning Commission Review Set will be submitted for review and approval. The bulk of the time during design development will be focused on continued development of the building design and drawings at a much finer detail with the consultant team and stakeholders. Design presentations and design decisions will be made on material/finish selections, building systems (MEP), interior room sizing refinement and organization, and site/landscape design elements, among others. The drawing set and cost estimate deliverable at the end of this phase will be used similarly to the Schematic Design Phase, however this deliverable will be a much more detailed set of drawings and estimate that illustrates the building space design, materials/finishes, and equipment/systems. An outline specification will also be developed for this deliverable to better describe the systems and components within the design of the project.

Construction Documents (12 Weeks)

Similar to the beginning of the Design Documents Phase, the design team and the client will both review the drawings and cost estimate developed to understand if any modifications need to be made to the design. Any changes will be incorporated into the drawings and final design decisions will be presented to stakeholders in the first few weeks of this phase. A bulk of the effort of this phase will be focused on coordinating and developing the design and drawings with consultants to create a drawing package that clearly explains design intent, systems and components within the building, and building details and materials. 4 weeks prior to the 100% Construction Documents are due the design team will submit for permit (City and State), which would allow for the 100% Construction Documents (Bidding) to be fully permitted drawings ready for construction. Due to this permitting period and the effort required to develop a complete drawing set and specification, this design phase is projected to last 12 weeks.

Bidding/Negotiations (30 Days)

The 100% Bid Set developed at the end of Construction Documents will be used to facilitate a competitive public bidding process by the client. The design team will work with the client at this time respond to any questions from the bidders, review bids and aid in the selection of the general contractor as needed. The projected duration for the bidding/negotiations phase of the project is currently being held at 4 weeks.

Construction (14 Months)

Once construction activities begin the design team will work with the general contractor selected to ensure the construction is being executed per the drawings and design intent. Activities include submittal and shop drawing review, Request for Information (RFI) review and responses, ASI and Proposal Requests as needed throughout construction, regular construction site walks and attend Owner-Architect-Contractor meetings, and complete a final punch walk and subsequent substantial completion. The design team will also assist an any field coordination necessary regarding Tenant Improvement scope once this has been determined. Estimated core-shell construction is currently projected at 15 months with tenant improvements of tenant spaces slated to take approximately 4-6 months depending on scale and scope, some of which could potentially begin construction prior to completion of the core/shell scope of the project.



PROJECT SCHEDULE + TASKS (C.11)

PROPOSED PROJECT TASKS

Administrative and Legal Expenses

-N/A

Land, Structures, Rights-of-way, Appraisals

-N/A

Relocation Expenses and Payments

-N/A

Architectural and Engineering Fees

- Produce Project Specific Geotechnical Report
- Program Refinement and Schematic Design
- Building Code and Life Safety Review With AHJ Building Code Consultant

- Prepare and Submit Documents For review by Authorities having jurisdiction over the project including the County Redevelopment Commission

- Develop Documents /Packages for Review and Pricing from Schematic Design through Construction Documents Phases of the Project including Specifications and Project Manuals

- Conduct Design Presentations to the Client as Needed Throughout the Design Process
- Conduct all necessary Design Coordination Meetings with the Design Team (Site/Civil, Landscape, Structural, MEP)

- Assist in Bidding and Selection of General Contractor
- Attend Project Construction Meetings on a Bi-Weekly Basis

- Provide Construction Administration Services throughout Construction including Review of Submittals and Payment Applications, respond to Contractor Requests for Information, Process Change Orders and Provide a construction Punch List at End of Project Substantial Completion

Other A/E Fees

- N/A

Project Inspection Fees

- State Permit Submittal
- Monroe County Submittal
- Building Inspection fees within Permit Submittal

Cost

- Footing Inspection, Foundation Inspection, Underslab inspection, rough-in Inspection, Electrical Service Inspection, Final Certificate of Occupancy Inspection
- Utility Tap Connections and Fees

Site Work

- See Construction Section

Demolition and Removal

- See construction Section

Construction

- Bidding, negotiations, and Selection of General Contractor
- Site excavation and sidewalk demo as necessary for routing of utilities and connections
- Contaminated soils/waste removal as needed and required
- Building Construction and sitework per Drawings Prepared by A/E Team
- Routing of Utilities per A/E Drawings
- Storm On-site Detention and Storm Drainage
- Erosion Control during construction as required
- Provide necessary staging, fencing, and sequencing to provide safe construction job site for public and construction team
- Review and Process Submittals and RFI's
- Conduct Owner-Architect- Contractor Meetings

Throughout construction

- Provide project updates and construction schedule to A/E and Design Team

- Schedule Necessary Inspections and Reviews as necessary

- Coordinate Subcontractors and Various Trades

throughout Construction

- Provide Record Drawings and O & M Manuals to Client
- A/E Punch List and Cert. of Substantial Competition

- Owner Move-in

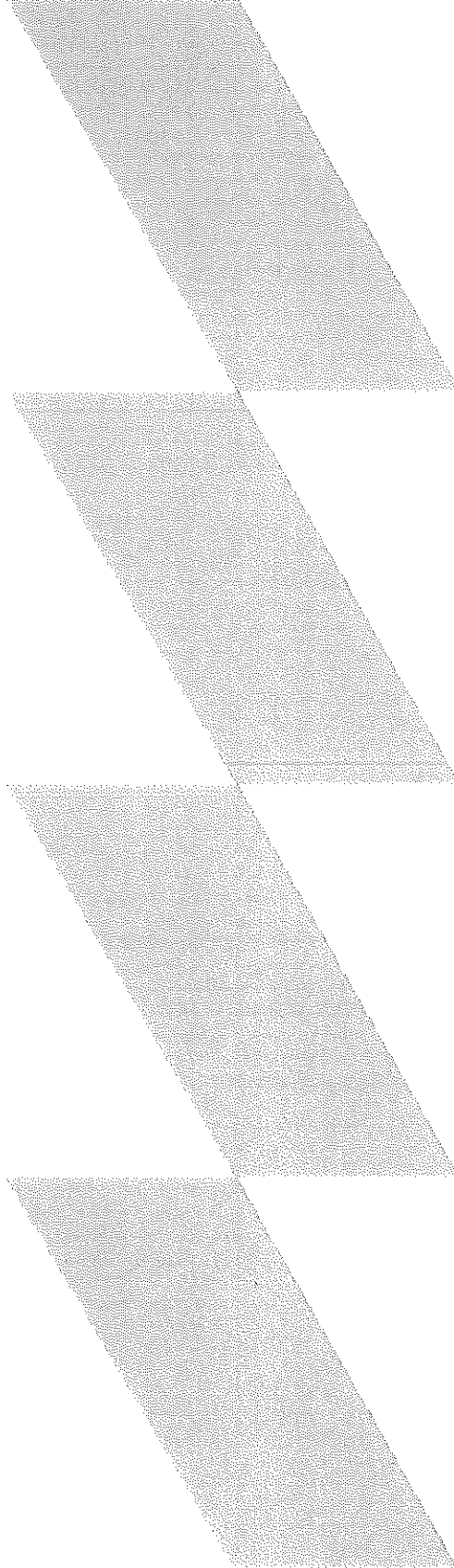
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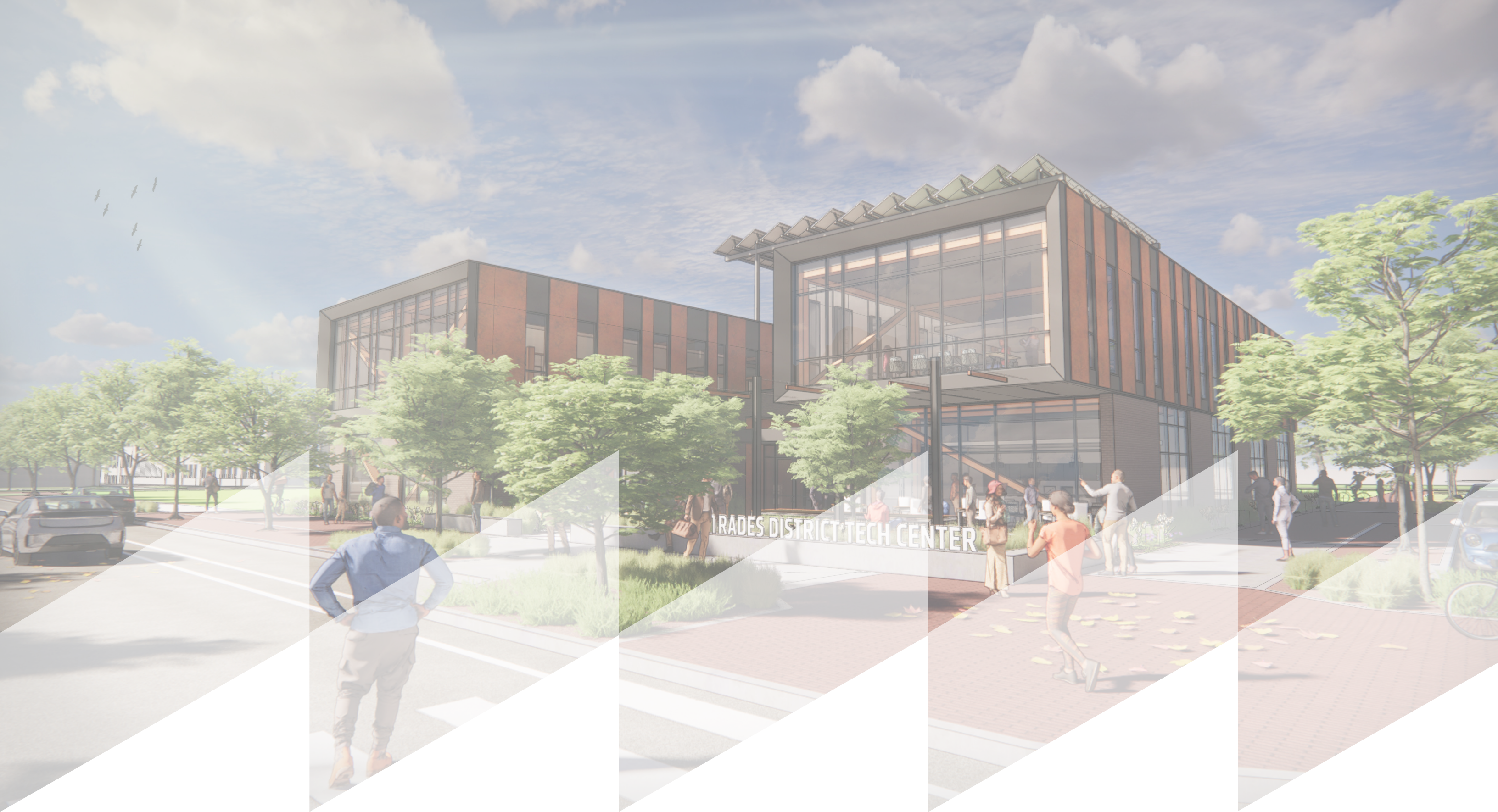
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TRADES DISTRICT TECHNOLOGY CENTER

PRELIMINARY ENGINEERING REPORT (RESUBMITTAL) FEBRUARY 9, 2021





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DEVELOPED BY:

AXIS ARCHITECTURE + INTERIORS
RUNDELL ERNSTBERGER ASSOCIATES
BRCJ CIVIL ENGINEERS
FRP ENGINEERS
LOFTUS ENGINEERING INC

PROJECT COMPONENT NARRATIVES (C.1)

ARCHITECTURAL DESIGN NARRATIVE

Developed by: Axis Architecture + Interiors

Based on the Economic Development Administration’s (EDA) Merits Further Consideration letter, dated December 16, 2020, the City of Bloomington (the City) and the Bloomington Economic Development Corporation (BEDC) have provided amended PER language to address questions and provide clarifications. Due to funding constraints, an alternative strategy for the site and structure were deployed to stay within the budget without compromising the Trades District Tecnology Center programming, which is central to the Center’s economic impact. Changes to this document are highlighted in dark blue text.

Conceptual Visioning + Project Goals

The primary objective of the facility is to create an environment that continues to support growth in tech-focus industries and foster emerging technology startup clusters in Bloomington, Monroe County, and South-Central Indiana. The architectural expression of the building design respects the past heritage of the Showers Brothers Furniture Company in the context of contemporary architecture that will be timeless. Through the process, the building design has evolved to create an environment where these companies are supported by both the architectural design elements and programmatic framework to foster continued business growth within a collaborative environment to promote the creation of the brand, identity, and services, and products of the companies that call the building home. The building must also connect and inspire businesses by utilizing common facilities, architectural features, and technological infrastructure to create spaces that will cultivate relationships between companies, thought leaders, and investors that will inspire and recruit future start-ups to the area. All together it is envisioned the Tech Center will help in creating employment opportunities and develop long lasting connections not only locally, but nationally and globally.

Context + Site

The Trades District encompasses the site of the former historic Showers Brothers Furniture Company that in the mid 1920’s had “the largest furniture factory in the world” producing 60 percent of the hardwood furniture manufactured in the United States. The architectural expression of the building will be one that respects the past heritage of the Showers Brother Furniture Company and existing historic buildings within the district, while at the same time creating a contemporary architecture that inspires technology-based companies for today and tomorrow. The architecture will use materiality and fenestrations, both interior and exterior, to create connections to the past, while using scale, proportion, transparency, and technology to create a language for today.

The building is located southwest of the intersection of Maker Way and Madison Street within the Bloomington Trades District, a 12-acre Technology Park envisioned as a place for innovation, attraction, and job-creation for the City of Bloomington. The site is located within walking distance southeast of Downtown Bloomington D, the B-line trail to the south, and residential and commercial development to the north and west.

The central location of the Tech Center at the intersection of Maker Way and Madison Street offers several advantages to the Trades District. Being directly adjacent to the Dimension Mill Building, a start-up incubator space, a synergy is created between the Mill and Tech Center providing physical, social, and economical advantages to tenants. It allows the Tech Center building to become a hub of activity for the Trades District and sets the building precedent for scale, architectural style, and outdoor collaboration space.

Building Massing + Organization

With the primary goals of evolving, supporting, connecting, and inspiring technology focused companies in mind, the building program uses a mix of small to medium sized tenant spaces, a central atrium/lobby space, outdoor roof terraces, and flexible amenity support spaces to achieve these goals. Based on the EDA’s Merits Further Consideration letter, the City and BEDC developed an alternative strategy with



PROJECT COMPONENT NARRATIVES (C.1)

ARCHITECTURAL DESIGN NARRATIVE

Developed by: Axis Architecture + Interiors

the design team to reduce the gross square footage of the Tech Center without compromising the focus and programming of the Trades District Technology Center. The estimated economic impact of the Center, as estimated by the Indiana University Public Policy Institute, is based exclusively on programming. Therefore the reduction in building size will not change the economic impact.

The building size was reduced to 21,000 GSF but is still organized into two program “bars” separated by an active atrium/lobby space that serves as the “social core” of building. **Some of the features were reorganized to create an even more efficient layout to maximize program goals while transforming deadspace into rentable tenant space.** The atrium space features an open stair, reception, and natural daylight that welcomes people into the building, as well as inviting and encouraging occupants to use the central open stair to mentor, collaborate, and promote an active and a healthy work environment. The north program bar and atrium space are set back from Madison Street and the West pedestrian way to create an East Entry Plaza and a courtyard which becomes an amenity and potential gathering space for both the tenants of the Tech Center, Dimension Mill, and public.

Service areas and restrooms are located west of the atrium space to create an efficient utility core that stacks between floor plates. Gender inclusive restrooms are utilized on all three levels to provide efficiency and an inclusive restroom design throughout the building. **Shower rooms are provided at each restroom to promote an active and healthy workplace. Lastly, a dual purpose mother’s room/focus booth is located on Level 01 to provide a comfortable and private space for nursing mothers that can also be used to conduct a private meeting. Flexible** meeting rooms, a wellness room, and a work café, **with a flexible wall,** are located within the North Bar of Level 01 to create connections with these exterior amenity spaces and streetscape, allowing these rooms to have a connection with the public for potential outreach events and seminars. **Movable walls between the meeting rooms and cafe allow for flexibility to allow a variety of uses and events to take place within these spaces.** Tenant spaces ranging from **500 SF to 3,000 SF** predominantly occupy the rest of the building, providing **12,000 NSF of rental tenant space and 1,800 NSF of amenity space.** Exterior workspaces via terraces and site spaces are incorporated on all three levels to create areas of respite, and a flexible shared workspace for a post Covid-19 office space at convenient locations throughout the building.

Architectural Aesthetic and Materiality

The materiality and overall architectural aesthetic were developed by creating a palette and expression that creates connections both with the industrial past and the technology focused present and future, giving the building a sense of timelessness. Natural materials like charcoal masonry and heavy timber wood structure help anchor the building with the historic buildings that neighbor the site. The building showcases its heavy timber frame both on the interior and exterior providing both warmth, beauty, and a connection to the crafting of wood that was once done by the Showers Brothers Furniture Company on the site. Generous transparency is used along the east façade to provide ample natural light into the office spaces and creating connections to the Entry Plaza and Madison Street to the interior office and atrium spaces. The upper levels

are clad with a Corten (rusted metal), charcoal metal, and smaller opening skin that creates a dynamic rhythm and contemporary language to the north, west, and south facades. Lastly, a photovoltaic array canopy is lifted above the building to create a celebrated piece of sustainable infrastructure that provides shade for the outdoor roof terraces and a strong aesthetic piece to the building.

Interior spaces will have an aesthetic and materiality that provide continuity to the exterior and site design elements, with the use of natural materials and transparency. The heavy timber structure mentioned previously will create a sense of warmth for the interiors, with polished concrete floors and painted/exposed MEP systems and metal deck creating an architectural language that is cost effective and unique to the building and its tenants.

Sustainability + Wellness

The building design, components, and systems are integrated to minimize the negative environmental impacts of the building, while at the same time provide a space that supports human health and wellness. Exterior work spaces both on the plaza and on the roof terraces provide opportunities for respite and fresh air. Large window openings throughout the building provide connections to the outdoors and bring natural daylight into the work environment, minimizing the electrical energy needed for lighting during daytime hours and creating a sense of energy in the spaces. The wood structural system and minimal/exposed interior systems minimizes the need for interior finishes, and helps reduce the carbon footprint of the building. Lastly, **a 2,500 SF photovoltaic array canopy** on top of the building utilizes PV’s already owned the be city to create a piece of architecture that celebrates sustainable technology and provides a source of renewable energy to the building.

Building Code Review and Zoning Analysis

As a structure with **2-stories (plus a mezzanine) and 21,000 GSF**, the building will be equipped with a fire suppression system permitting additional height and square footage. Therefore, the building will be categorized as a type VB (Unprotected Wood Frame) building under IBC 2012, which would allow for the stairs, walls, and floors to be unrated assemblies and the building to only be served by two stairs – one open, one closed. All of the interior and exterior areas will be fully accessible via an elevator and a sloped walkway at the patio area east of the social hub/work café from Maker Way to the main entry doors. The building’s B occupancy is an accepted use within the Mixed-Use Downtown District – Showers Technology Downtown Character Overlay under the City of Bloomington’s Unified Development Ordinance. The building will be approximately **42’-0”** in height, which is below the 50’-0” max building height for the site, and provides a 5’-0” setback at both the west and south lot lines for the site, no setbacks are required off of the north and east faces of the site since this is a corner lot, thus no variances or right of way approvals are necessary. An existing parking garage located one block south of the building will handle parking requirements necessary for the building, and accessible spots will be identified at the existing street parking along Maker Way and Madison Street.

PROJECT COMPONENT NARRATIVES (C.1)

LANDSCAPE DESIGN NARRATIVE

Developed by: Rundell Ernstberger Associates

The property lines for the Tech Center have changed slightly from the original design. The property lines were moved to decrease the size of the Tech Center site and add land to the adjacent lot which will be sold to a private entity for development. This will reduce the site costs and provide a larger site for future development adjacent to the Tech Center. The site design for the new Tech Center complements the uses occurring within the building and acts as an extension of the indoor space outdoors. A formal, paver entry plaza extends from the building’s main door towards Madison Street on the east. Adjacent to the entry plaza, exterior bicycle parking provides multi-modal access for commuters and visitors to the building. Building tenants, employees, and visitors will also have convenient access to nearby pedestrian and municipal bicycle facilities, including the B-Line trail, which serves as a primary pedestrian and cyclist thoroughfare connecting the north and south ends of Bloomington.

Immediately north of the main entry plaza, the building’s indoor social hub and café can be extend into the outdoor space of a well-designed, paver patio that provides movable tables and chairs that allow users to socialize, collaborate, and coordinate in small groups or on an individual basis. Adjacent to the outdoor café, a large community table accommodates gatherings of up to twenty people. Located within an accessible crushed stone pavement, this table and space allows for outdoor meetings, collaboration, and socialization. Overhead catenary lighting extends the use of the space into the evening and provides an ambience that helps better define a dynamic, outdoor room. Surrounding landscape plant material provides color, fragrance, and shade that is pleasurable to users and habitat for local fauna.

Extending along the north and east sides of the main entry plaza, outdoor patio, and community table, a low site wall defines the edge of the property, the right-of-way, and the outdoor space. Constructed of limestone, brick, and materials that complement the building and the character of the Trades District, the wall creates a density along the adjacent streetscape that is ideally suited for pedestrians, provides seat-

ing, and marries nicely with the adjacent streetscape. Located on the wall, building identification signage announces arrival and welcomes guests and building users to the facility.

The rear, or west side, of the facility addresses an alley which serves as both a service and pedestrian corridor connecting the north and south ends of the Trades District, as well as providing direct pedestrian access to the area’s parking garage on the south. **An outdoor, concrete patio** creates a welcoming secondary entrance to the building and provides connections to the facility’s **integrated restroom and shower facilities** and primary corridor and lobby. The rear patio provides a quieter experience and additional, movable tables and chairs ideally suited for small groups or individuals. North and south of the patio, landscape plantings anchor and soften the building and create a pleasurable pedestrian experience for users within the alley. Adjacent to the south end of the rear patio, a small, brick masonry fence enclosure screens the building’s service needs and trash and recycling containers.

A paver, pedestrian path along the south end of the facility provides access to the building’s stair well, as well as direct access to the rear alley on the west and Madison Street on the east. Separating the pedestrian path from the building by **six feet**, a linear landscape bed provides additional trees, shrubs, and perennials that soften the building and enhance the pedestrian experience.

The north façade of the building addresses the adjacent street, Maker Way, in a direct and urban way that creates a comfortable pedestrian density in harmony with the Trades District’s planning and intent. Separated from the back of sidewalk and public right-of-way by five feet, a linear landscape bed is created that is comprised of colorful shrubs and perennials which soften the building, provide attractive scenery for the building tenants, and enhance the pedestrian experience along Maker Way.

PROJECT COMPONENT NARRATIVES (C.1)

CIVIL ENGINEERING NARRATIVE

Developed by: Bledsoe Riggert Cooper James Civil Engineering

Site Constraints

The site is moderately sloped, falling at roughly 3 percent from northwest to southeast. Streetscapes along Madison Street and Maker Way are fully developed to the lot lines, providing firm match points with the existing site.

Due to historic railroad activity, soil contamination from coal ash and cinders has been documented on the site. Site grading will be designed to elevate the building as much as possible to avoid excavating contaminated soils, while maintaining accessibility. However, it is possible that a significant amount of material will need to be exported from the site and disposed of at an approved waste handling facility. An allowance has been allocated in the attached cost estimate projecting potential cost and scope of this removal and disposal.

Site Utilities

Based on provided design drawings of the Trades District development, there appear to be utility stub-outs to the site for water, sewer, and storm.

Water

Water mains runs along the bounding streets both north and east of the site. A fire hydrant is located at the intersection of Maker Way and Madison Street, flow test data at this hydrant provided by CBU indicate static pressure of 62 psi and available flow of nearly 850 gpm.

The proposed project will connect fire and domestic water service lines to the main in Maker Way. Fire service will include standard appurtenances, such as post indicator valve and fire department connection.

Sanitary Sewer

A sanitary sewer later has been stubbed out to the site from the main line running in Madison Street. The proposed project will connect a 6” lateral to the provided connection point.

Stormwater

The project anticipates providing for stormwater management on the site. **2,800 CF of on-site storm detention** is estimated and priced accordingly in the attached estimate. The proposed green roof over the north part of the building will aid in reducing peak runoff from the site, and additional detention and treatment features may be incorporated into the design of the entry plaza.

Electric & Gas

By others.

Site Plan Approvals

The site is zoned for Mixed Use - Downtown, appropriate for tech development. A site plan approval from the City of Bloomington Plan Commission will be required for the new facility. The design team does not anticipate that any variances will be required.

PROJECT COMPONENT NARRATIVES (C.1)

STRUCTURAL DESIGN NARRATIVE

Developed by: FRP Structural Engineers

Project Description

The project will consist of a new office building located in the Trades District in Bloomington, Indiana. The facility will be sited southwest of The Dimensional Mill building at the corner of Maker Way and Madison Street.

The building will have an approximate size of **21,000** gross square feet. The project will have three floors with no basement and will feature a roof top terrace, green roof, and PV panel array.

Applicable Building Codes and Loading Criteria

The new facility will be designed in accordance with the 2014 Indiana Building Code which is based on the design criteria of the 2012 International Building Code and ASCE/SEI 7-10 Minimum Design Loads for Buildings and Other Structures.

IBC 2012 adopts the following editions of each of the specific material design specifications:

- ACI 318-11 Building Code Requirements for Structural Concrete
- TMS 402-11/ACI 530-11/ASCE 5-11 Building Code Requirements for Masonry Structures
- AISC 360-10 Specification for Structural Steel Buildings
- ANSI/AWC NDS-2012 National Design Specification for Wood Construction

The anticipated loading criteria are as follows:

Floor Dead Load

Self-weight of floor framing systems

Floor Superimposed Dead Load

20 psf for partitions, floor finishes and suspended MEP systems.

Floor Live Load

100 psf for elevated floor slabs and roof terrace. For the Upper Level offices this exceeds the code minimum loading of 80 psf, but provides future flexibility for other uses.

150 psf for mechanical rooms on elevated slabs.

Elevated floor slabs will be designed to mitigate but not eliminate floor vibrations. Design will be in accordance with AISC Steel Design Guide 11 – Floor Vibrations Due to Human Activity and meet the requirements for Chapter 4 Design for Walking Excitation with an acceleration limit of 0.5%, which is typical for office areas.

Slab on grade design will allow for a 10,000 lb scissor or fork lift load with entire load concentrated on one axle. This is intended to cover equipment during construction and maintenance equipment during the operation of the facility. The elevated floor slabs will be designed for light construction equipment such as

forks lifts or scissor lifts with a maximum two wheel axle load of 5,000 lbs. This must be confirmed by Owner and CM as being adequate during construction and for maintenance and operations during use of the opened facility.

Roof Dead Load

Self weight of deck and any framing.

Roof Superimposed Dead Load

20 psf for roofing system and all suspended systems from below.

Portions of roof shall be designed for the reactions from roof top fall protection equipment.

Roof areas with mechanical equipment will be designed for the actual weight of the equipment.

Metal roof deck without a slab will not support any suspended concentrated loads from the M/E/P systems. All attachments will need to be made directly to structural members.

Green Roof Superimposed Dead Load

50 psf for roofing system, soil, plantings and all suspended systems below.

Snow/ Roof Live Load

20 psf snow plus 5 psf rain on snow, or snow drifting on flat roofs

PV Structure Dead Load

Self weight of deck and any framing.

PV Structure Superimposed Dead Load

8 psf for PV panels and supports

PV Structure Ice Loads

Nominal Ice Thickness = ¾”

Ice Concurrent Wind Speed = 40 mph

Wind and Seismic Design Criteria

The ultimate force design wind speed is 115 mph for a three second gust on a Risk Category II structure.

Note: It is assumed that Factory Mutual requirements will not be specified for the structural systems on this project.

PROJECT COMPONENT NARRATIVES (C.1)

STRUCTURAL DESIGN NARRATIVE

Developed by: FRP Structural Engineers

Seismic Occupancy Category:	II
Assumed Seismic Site Classification:	B
Seismic Importance Factor:	1.0
Mapped Spectral Response Accelerations:	Ss = 0.223g S1 = 0.107g
Seismic Design Category	B

Delegated Design Components

The design of the following components will be delegated to the contractor’s supplier: metal stud backup for brick and exterior panels, permanent roof top fall protection systems, cladding systems and their attachments to the structural frame, and fire exit stair framing.

Geotechnical Criteria

Foundation recommendations are based on the geotechnical report titled “Limited Environmental and Preliminary Geotechnical Investigations” prepared by CTL Engineering, Inc. dated June 28, 2013. This report is a preliminary report for the entire development area. It is anticipated that an additional site specific report will be required for this project.

The site is generally characterized by 10’ – 15’ of soft clays above bedrock. The soft clays are not suitable to support the structure, so foundations extending down to bedrock are anticipated. Previous experience in the area indicates that the bedrock will likely have allowable bearing capacity of 30 ksf.

An additional site specific report will more accurately determine the depth of the bedrock to reduce unknowns and risk of rock removal during the bidding and construction process.

Foundation System

The building foundations will likely be supported on 4’-0” diameter drilled piers extending to bedrock. A perimeter grade beam extending down to frost line will be required for cladding support around the entire building. The grade beam will be designed to span between drilled piers. The top of interior foundations and pile caps will typically be 1’-0” below the proposed slab on grade elevation. The tops of some foundations will need to be 2’-0” below slab on grade where roof leaders come down a column or floor drains are located within their footprint. The bottoms of all perimeter footings outside the basement footprint will be at least 2’ 6” below grade to meet frost depth requirements. Pits will be required for each elevator shaft. At this point, it is assumed that all existing utilities within the building lines will be relocated; therefore no special building foundations will be required for bridging over utilities. The specified concrete strength for footings will be 3,000 psi at 28 days.

Slab on Grade

The slab-on-grade construction will be a 5” thick slab with welded wire fabric. There is no need to thicken the slab-on-grade for any interior non-load bearing partitions if the subgrade is properly compacted. The

specified concrete strength at 28 days will be 4,000 psi. This will likely need to be constructed on a six inch free draining granular fill. Additional grinding at the control joints should be anticipated for prep work due to curling, especially for any thin set tile or similar finishes. Control joints will be spaced at approximately 10’ to 13’ on center in each direction with diamond shaped block-outs around the columns where needed. A vapor barrier will be placed below the slab to reduce the potential for moisture infiltration and damage to floor finishes.

Based on the existing soft clay soils, it is likely that the slab-on-grade can bear on existing soils, provided that the owner recognizes some risk of greater-than-normal slab settlement. If this risk is not acceptable, a structural slab supported by drilled piers would be required.

A troweled finish with a minimum overall FF number of 30 and FL number of 25 is anticipated to be specified for the slab on grade. Higher FF and FL numbers would be specified for polished concrete areas. Depending on architectural requirements, control joints may need to be filled with joint sealant. Based on the existing soft clay soils, it is likely that the slab-on-grade can bear on existing soils, provided that the owner recognizes some risk of greater-than-normal slab settlement. If this risk is not acceptable, a structural slab supported by drilled piers would be required.

A troweled finish with a minimum overall FF number of 30 and FL number of 25 is anticipated to be specified for the slab on grade. Higher FF and FL numbers would be specified for polished concrete areas. Depending on architectural requirements, control joints may need to be filled with joint sealant.

The floor slab will be sloped and recessed in several areas. Floor drains and other embedded elements are anticipated. Recessed walk-off mats may be required at the entries to the building.

Superstructure

The structure will consist primarily of glue-laminated (glulam) mass timber supporting concrete slabs on metal deck. Glulam is an engineered wood product consisting of layers of dimensional lumber bonded together with durable, moisture resistant structural adhesives. This material is more cost effective and sustainable, because it is composed of smaller faster growing tree species.

It is anticipated that the species of Glulam used for this project will be a readily available species in the vicinity of the project site, such as Southern Yellow Pine. A stress class of 24F-1.8E will be used with a balanced layup for columns and an unbalanced layup for beams and girders. An Architectural Grade appearance will be specified for exposed to view members.

Typical building grids will be approximately 22’-0” x 26’-0” at the north wing and 22’-0” x 18’-0” at the south wing. Joists will be spaced at 11’-0” oc. Floor-to-floor height will be roughly 14’. Typical member sizes at the 26’ bays are as follows: Floor Joist – 8-1/2” W x 27-1/2” D, Floor Girder – 8-1/2” W x 33” D, Roof Joist – 5” W x 17-7/8” D, Roof Girder – 5” W x 23-3/8” D. Typical member sizes at the 18’ bays are as follows: Floor Joist – 6-3/4” W x 19-1/4” deep, Floor Girder – 8-1/2” W x 30 1/4” deep, Roof Joist – 5”

PROJECT COMPONENT NARRATIVES (C.1)

STRUCTURAL DESIGN NARRATIVE

Developed by: FRP Structural Engineers

W x 12-3/8” deep, Roof Girder – 5” W x 23-3/8” deep. Timber columns will be a maximum of 10-1/2” x 13 3/4” and a minimum of 8-1/2” x 9 5/8”, with the larger sizes occurring on the lower levels of the building. The elevated floors at Level 02 and the roof terrace and the green roof will be 3” of normal weight concrete on 3” 18 gage galvanized composite metal deck (6” total thickness). The 18 gage thickness is heavier than required for structural loads, but since the deck will be architecturally exposed a heavier gage is planned to limit deformations often visible in this type of system. The roof decking at the south wing will be 3” 20 gage galvanized metal roof deck. The lateral system will consist of steel bracing placed in locations to work with other building requirements. The solar support structure will consist of structural steel framing. The steel prepared via SSPC SP6 and painted with a 3 part finish system to ensure an adequate design life for exterior exposure.

Cladding Back-Up and Support

Masonry and metal panel portions of the facades and soffits will be backed-up by light gage metal stud framing, supplemented with miscellaneous steel where required. Lateral back-up and support for the glass curtainwall system will likely consist of steel HSS tubes.

Interior Partition Steel

Miscellaneous steel will be required to support the operable partition walls at the training and meeting rooms.

Exposed Structural Finishes

It is anticipated that the following structural elements will remain exposed to public view and an appropriate level of finish will be specified.

- Timber Framing
- Underside of slab on metal deck and roof deck
- Monumental stair at lobby – AECS 3 (Architecturally Exposed Structural Steel, category as defined by AISC 303-16 Code of Standard Practice for Steel Building, and Bridges)
- PV Panel Support structure – AECS 1

Coordination with Other Trades

The following restrictions will be coordinated between MEP and Structural systems.

Penetrations through Structural Systems

Do not cut openings in any cast-in-place concrete slabs, concrete beams, structural steel beams, and or any columns unless specifically detailed on the structural drawings.

Penetrations up to 12 inches large through cast in place concrete walls and slabs on composite deck may be sleeved or field cut.

All penetrations greater than 12 inches in concrete slabs and walls need to be sleeved or formed. Notify Structural Engineer and CM of any openings greater than 12” that are not shown on the structural drawings. (We intend to eventually coordinate all penetrations greater than 12” and show on our drawings during the CD phase)

Contractor to provide a coordinated submittal of all MEP penetrations (sleeved and field cut) to the structural engineer for review prior to the corresponding pour being made.

Do not place embedded conduit runs in slabs or walls unless specifically detailed on the Drawings. (We will need to coordinate specific dimensional locations of all embedded conduit in slabs. Electrical contractor cannot have freedom to route conduit as they see fit without prior approval)

Attachments to Structure

Do not suspend or attach any MEP systems to metal roof deck without concrete slabs.

Do not attach any MEP systems greater than 1,000 lbs to any composite slab, cast in place slab, concrete slab, concrete beam or structural steel beam unless specifically detailed on the structural drawings and shown on the load criteria plans.

Attachments shall not be made to the bottom 6” of any cast in place concrete beam unless the depth of anchor is limited to 1”.

Field Quality Assurance

General construction observation will be provided by the project Structural Engineer of Record at intervals appropriate to the stage of construction to verify that construction is complying in general with structural plans and specifications.

Separate Testing and Inspection programs for the concrete, mass timber, CMU, and structural steel construction will be provided in each specification section for each respective material. It is highly recommended that these inspections and testing be provided by the owner and not by each individual contractor, which is consistent with Chapter 17 of the International Building Code. Appropriate allowances would need to be included in the project budget outside the construction budget. Following is an overall summary of the Testing and Inspection that will be specified.

The foundation bearing materials will need to be inspected and tested on site by the same firm that prepares the geotechnical report to ensure single source responsibility for the foundation design.

Concrete testing and inspection will consist of at least the following: Slump, cylinder strength, floor flatness requirements and rebar inspections for cast-in-place concrete work.

Steel testing will consist of observations of bolt tightening procedures, and shop and field weld inspections. Additionally, inspections of the roof deck attachments to the structural steel will be specified.

PROJECT COMPONENT NARRATIVES (C.1)

MECH, ELECT, PLUMBING DESIGN NARRATIVE

Developed by: Loftus Engineering Inc

Mechanical System Analysis

Background

The mechanical systems for this project must provide occupant comfort, reliability, humidity control, future flexibility and energy efficiency. The process for system selection will include collaboration with the design team, facility maintenance and administration representatives.

Multiple system types will be compared using a building energy model, as well as other categories of performance in a qualitative analysis. More than one system type may be implemented, based on the use of space and schedule of occupancy. The building will be zoned to combine similar heating and cooling load profiles and ventilation requirements.

In addition, multiple energy conservation measures will be evaluated for cost, practicality and return on investment, such as:

- HVAC economizer control sequences
- Energy recovery using a heat exchanger to pre-heat or pre-cool outside air with building relief air.
- Ventilation demand control, providing outside air only when occupancy, or CO2 levels require it.
- Daylight harvesting, to control lighting when ambient light is available.
- Occupancy lighting controls

As the building will utilize almost all of the ground level space, outdoor HVAC equipment will likely be installed on roof areas, away from the outdoor gathering spaces being planned.

Systems that may be considered for this project include:

- Variable Air Volume with hot water reheat; Hydronic heating and cooling
- All heating and cooling air for the space is supplied through this type of unit.
- Useful in spaces where the occupant load swings between near empty to high density.
- Effective to control humidity, due to occupants, internal processes or outside air infiltration
- May be implemented to serve the common circulation spaces and amenities.
- Active Chilled Beam system
- Primary supply air is provided from a central station air handling unit to drive the chilled beams and provide ventilation air. This involves a smaller ductwork system than the VAV system above.

- Hydronic heating and cooling to each chilled beam
- Useful in smaller spaces with varying heating and cooling load profiles.
- Flexibility of future tenant needs can be met through rearrangement of unitary equipment.
- Variable Refrigerant Flow (VRF)
- Ventilation air is provided by a dedicated outside air system to each space. This would require the smallest ductwork system to deliver ventilation air only.
- Flexibility of future tenant needs can be met through rearrangement of unitary equipment.

Mechanical System Narrative

Proposed Airside System

For the purpose of this study, the proposed HVAC system will be assumed to incorporate a central VAV system for the common areas, amenities, **and tenant spaces.**

Air Handling Equipment

Two central air handling units will be located on **the roof**, to serve the entire building. Unit 1 will be VAV, to serve the common building spaces and amenities (approximately **42%** of the building area) with the other generally being used to serve the tenant space chilled beam system (approximately **58%** of the building area).

- Unit 1: This unit will serve the common and amenity spaces. This unit is intended to be a variable volume unit, with an enthalpy type energy recovery wheel to pre-condition the outside air with relief air from the space. The unit's heating coil will be hot water, and the cooling coil will be chilled water coil.
- **Unit 2: This unit will serve the tenant spaces on the first and second floors. This unit is intended to be a variable volume unit, with an enthalpy type energy recovery wheel to pre-condition the outside air with relief air from the space. The unit's heating coil will be hot water, and the cooling coil will be chilled water coil.**

VAV Air Terminal Units: Spaces served by Unit 1 will be provided with VAV air terminal units with hot water re-heat coils. A minimum of one VAV unit for each space will be provided. Tenant fit out spaces served by Unit 2 will be provided with one VAV terminal unit with hot water reheat for each 1500 SF of space. These VAV boxes can be used by tenants as the spaces are fit out, or the tenant fitouts can remove these units to provide small units necessary to subdivide space.

PROJECT COMPONENT NARRATIVES (C.1)

MECH, ELECT, PLUMBING DESIGN NARRATIVE

Developed by: Loftus Engineering Inc

Perimeter office zones and zones with large expanses of glass will also be provided with hot water finned tube radiation.

A toilet exhaust fan will be provided on the roof to exhaust the restrooms.

Proposed Hydronic System

Heating hot water for the building will be provided by multiple high efficiency, condensing heating water boilers, located in a mechanical room and sized to provide at least 70% of the building load, should one boiler be disabled. The system will use at least two heating water pumps to circulate the heating water to VAV boxes, chilled beams, cabinet unit heaters and finned tube radiation.

Cooling for the building will utilize an air-cooled chiller, with glycol chilled water loop. A building chilled water pump will be provided.

Finned tube radiation will be provided in exterior office spaces and spaces with large expanses of glass.

Hot water cabinet heaters will be provided at entry vestibules, and unit heaters will be provided in mechanical spaces.

Four pipe fan coil units will be provided in the exit stairwells. Two pipe fan coil units will be provided to serve the IT rooms and electrical rooms.

Proposed Building Automation System

A DDC temperature control system will be provided.

CO2 sensors will be provided in high density occupancy areas for demand ventilation and/or monitoring purposes.

Plumbing System Narrative

The plumbing scope is to design a complete plumbing system including domestic hot and cold water, sanitary waste, vent, and storm drain based on the proposed building.

Proposed Domestic Water System

A new domestic water main will enter the building on the first floor. A reduced pressure backflow preventer will be installed in the mechanical room. The water main will provide domestic cold water to the building and the water heater. Domestic cold water will be distributed throughout the building to restroom groups, lavatories, hand-wash sinks, and janitor sinks as required.

Domestic hot water will be heated by **a high efficiency gas fired storage type water heater located in the mechanical room.** A standard 120°F hot water loop will be piped to all lavatories, hand-wash, and janitor sinks. Each hot water loop will require a thermostatic mixing valve, and an inline recirculation pump.

A water softener system will not be provided.

Proposed Sanitary and Vent System

Sanitary waste and vent mains will be provided for restroom groups. Restrooms will be ADA compliant.

Sanitary waste from the plumbing fixtures will be piped by gravity to the sanitary sewer. Vent mains will exit the building through the roof.

Proposed Storm Drain System

Roof drainage will be piped from roof drains through vertical risers in the building and out to the storm sewer via gravity.

Proposed Fire Suppression

A fire service will enter the building and be piped through a double check backflow preventer. A fire pump to serve the building is anticipated, based on a recent flow test in the project area. The fire suppression system will consist of sprinkler pipe zone valves and mains. Branch piping will be installed and spaced to provide proper coverage. A standpipe system will be located in the stairwells.

PROJECT COMPONENT NARRATIVES (C.1)

MECH, ELECT, PLUMBING DESIGN NARRATIVE

Developed by: Loftus Engineering Inc

Electrical, Communications and Security Systems Design

Electrical System Narrative

Proposed electrical service for the New Trades District Tech Center will be at 480V, 3-Phase served by Duke Energy. Service will enter a main panelboard, located on Level 1, and be distributed to 480Y/277V branch panelboards for lighting and mechanical equipment loads on each level. The main panelboard will also serve a step-down transformer to feed a 208Y/120V distribution panelboard which will feed 208Y/120V branch panelboards on each level for receptacle and small equipment loads.

Receptacles will be provided in the finished interior rooms and distributed around the tenant spaces for basic use. Receptacles will also be provided in select locations convenient to the exterior seating areas for laptop and cell phone charging.

Emergency power will be provided by battery inverter systems for egress lighting and exit signs, a battery lowering system for the elevator and battery secondary power for the fire alarm. Data and communications systems will have individual UPS systems in each IT rooms and at point-of-use for other critical equipment.

Proposed roof mounted solar photovoltaic panel array (PV) will connect to the main panelboard and provide an on-site energy source that will offset the active electrical load of the building. When the electrical energy produced by the PV array is greater than the usage, the energy will be sold back to the grid through a net metering connection with Duke Energy. A “dashboard” display is anticipated in the lobby to show the energy offset provided by the PV. The City of Bloomington is furnishing the PV panels for the project as part of their commitment, to be installed by the contractor.

Lighting System Narrative

Lighting for the New Trades District Tech Center will all LED type for energy efficiency and reduced maintenance. It is anticipated that a variety of fixture types will be used depending upon the character and desired aesthetic of the interior and exterior spaces. Interior spaces will be mostly ceiling mounted or suspended. Exterior lighting will be a combination of overhead suspended, catenary, lighting, building wall

mounted fixtures and free-standing poles or bollards.

Interior spaces will have occupancy sensor controls, and where advantageous, daylight sensor controls. Training and meeting rooms will have dimming controls to facilitate multiple uses including video presentations.

Lighting will be provided for safe egress at all times, and battery powered emergency lighting will be provided for egress lighting during power outages.

Exterior lighting will be controlled by a photocell control to turn on the lighting at dusk and a timeclock to reduce the lighting after hours for energy conservation. It is anticipated that there will be minimum security lighting on from dusk to dawn.

Data And Communications System Narrative

The Trades District Tech Center will have infrastructure designed for communications flexibility and scalability. IT rooms are provided on each level for building infrastructure backbone and distribution. Overhead cable tray pathways will be provided for distribution to including the tenant spaces to allow configuration to tenant's needs. It is anticipated that there will be a combination of wired jacks and dense wireless coverage throughout the interior of the tech center and wireless coverage of the outdoor seating areas.

Level 1 training and meeting rooms will be set-up for video conferencing and multi-media presentations. Tenant spaces will be flexible for audio-visual configuration by the tenants.

Safety Systems Narrative

The Trades District Tech Center will have an access control system to secure the building while allowing tenants and other users access. Security cameras will be provided for monitoring of exterior seating areas, entrances and interior common spaces. An automatic and manual fire alarm system will be provided with notification meeting ADA requirements.

PROJECT COMPONENT NARRATIVES (C.4)

CONSTRUCTION FEASIBILITY

Developed by: Axis Architecture + Interiors

Construction Feasibility Analysis

The project site, program, and building design provide both positives and negatives in regards to constructibility of the project. The project site has already been prepped both in utility infrastructure and streetscape/site improvements, which will allow for the building budget/funds to go predominately to the project itself. The site is also relatively flat, which will minimize additional grading and excavation that may be necessary for the project. A 3-level (379 space) parking garage is also currently being constructed one block south of the project site that will be utilized by the building as well, reducing the need to provide parking within the facility or onsite. Lastly, open areas both to the South and West allow for ample space for construction lay down areas, job site circulation, and construction staging, equipment, and trailers necessary during construction.

With these positives, there are also a few concerns in regards to the project site and constructibility, all of which can be mitigated through various construction and design practices. The soils report notes there is contaminated soils approx 4-8' below grade, the design team will focus on minimizing grade removal at these elevations by lifting the building, as well as holding a budget allowance for removal/disposal for any contaminated soil removal/disposal. **Green roofs, permeable site surfaces and a 2,800 CF underground storm detention system are designed to minimize stormwater run-off and impacts. The green roofs and permeable site surfaces account for approximately 50% of the site area, which will allow the 2,800 CF volume to be more than adequate for the 15,640 SF site.** The site is also located adjacent to the Showers Brothers Historic buildings to the South and East, in particular the Dimensional Mill building to the East. Due the proximity to these historic buildings, construction vibrations should be minimized and monitored to reduce the impacts on the surrounding historic structures. A pre-construction survey should be conducted to understand what effects the construction of the project may have on the adjacent buildings. Similar to other projects, the uncertainty of the future bidding climate is always a concern. The cost estimate within the PER takes into account escalation along with a 4% design and trade contingency to forecast the potential bid cost of the project. Price estimates/packages will be developed at each milestone throughout the design process to continue to forecast and provide guidance for the owner and design team.



VERIFYING STATEMENT OF PROJECT COMPONENTS (C.2)

It is understood by the City of Bloomington, the Bloomington Economic Development Corporation and the design team that the project scope identified in the Preliminary Engineering Report is consistent with the EDA project description noted in Section B.2 of the ED-900 application form. The Trades District Technology Center's mission of growing and supporting emerging tech clusters within the Bloomington and Monroe County communities aligns seamlessly with the EDA's goal to work directly with communities to catalyze locally developed strategies to build capacity for economic development based on local business conditions and needs. The project has the opportunity to create an environment that supports the economic development, diversity, and growth within Bloomington and the surrounding region. The following project graphics/drawings, cost estimate, and schedule further detail the project component narratives and mission previously outlined.



PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

CONTEXT + SITE PLAN



PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

ZONING SITE PLAN

NOTES

UNIFIED DEVELOPMENT ORDINANCE DISTRICT

- MD-ST. SHOWERS TECHNOLOGY DOWNTOWN CHARACTER OVERLAY

- FRONT SETBACK MAX: 15'-0"

- SIDE SETBACK MAX: 5'-0"

- REAR SETBACK MIN: 5'-0"

- PRIMARY STRUCT. HEIGHT: 50' (4-STORIES)

- IMPERVIOUS SURFACE MAX: 75%

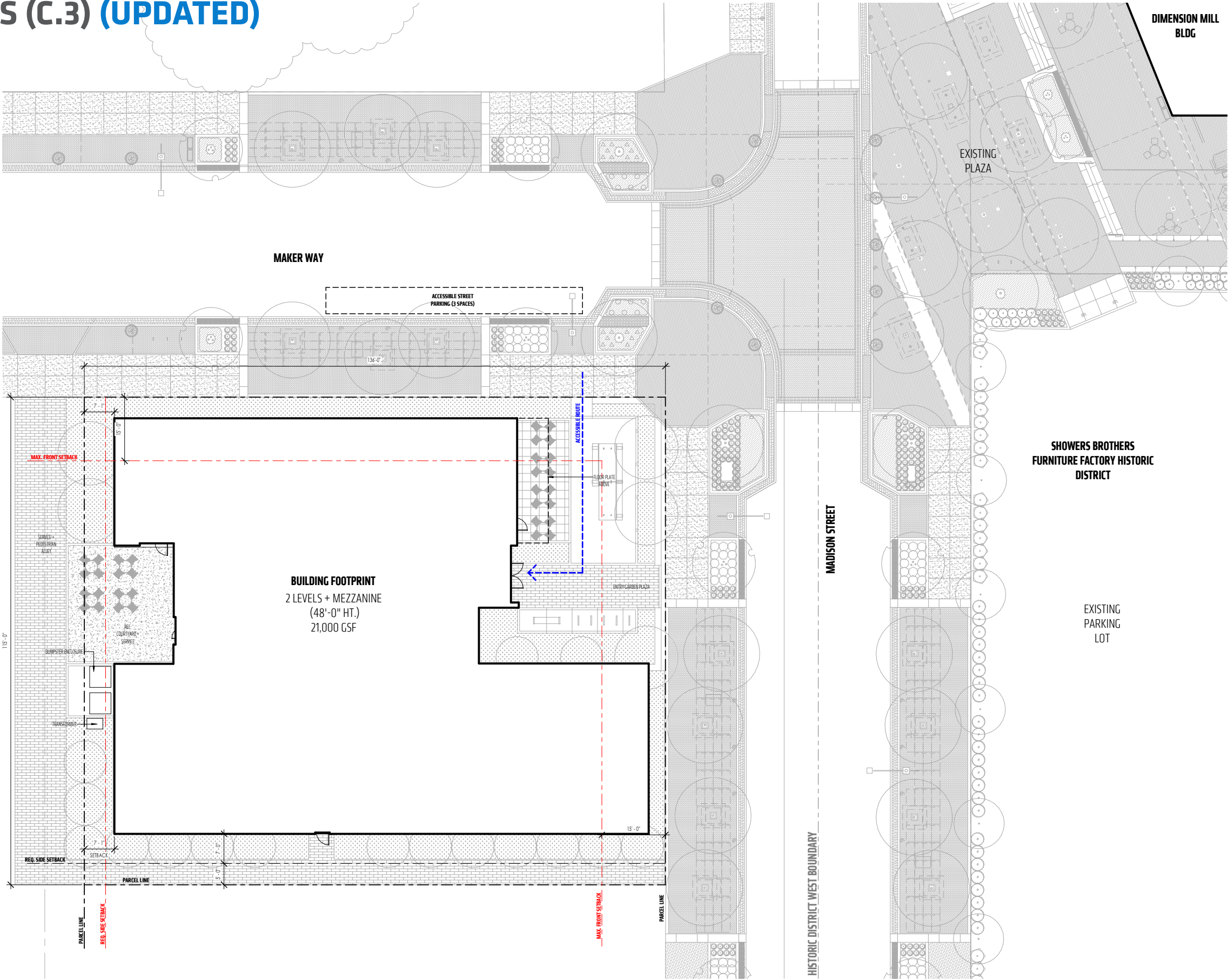
- LANDSCAPE AREA MIN: 25%

- PARKING REQ: NONE

*PROVIDED BY SOUTH PARKING GARAGE

SHOWERS BROTHERS FURNITURE FACTORY HISTORIC DISTRICT

- PROJECT SITE IS LOCATED OUTSIDE OF HISTORIC DISTRICT. WEST BOUNDARY OF DISTRICT IS LOCATED ALONG MADISON STREET



PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

LEVEL 01 FLOOR PLAN

NOTES

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

1

2

3

4

5

6

LOBBY + RECEPTION

RESTROOMS + BOH

AMENITY SPACES

TENANT SPACES

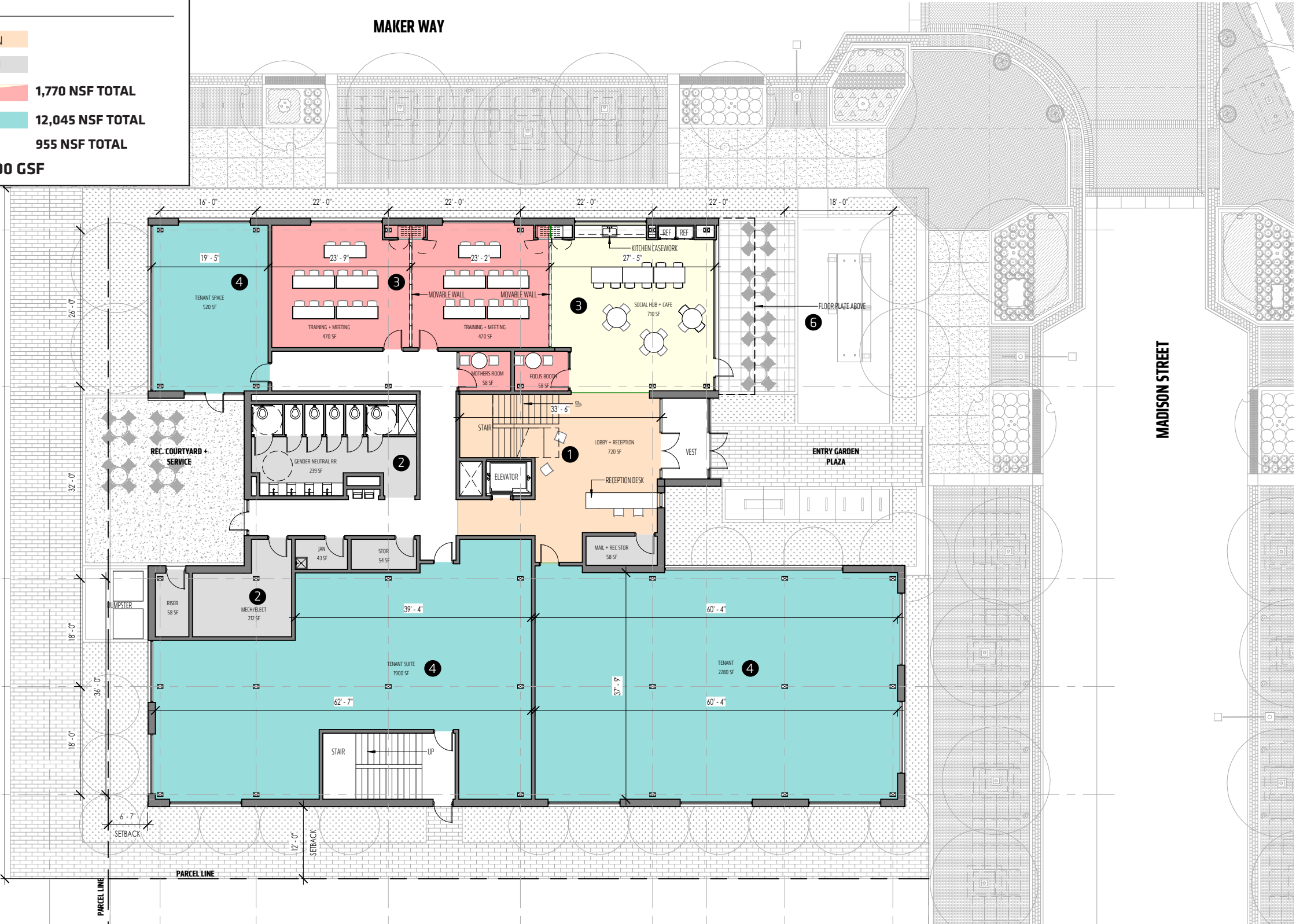
ROOF TERRACE

TOTAL GSF = 21,000 GSF

1,770 NSF TOTAL

12,045 NSF TOTAL

955 NSF TOTAL



PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

LEVEL 02 + MEZZANINE FLOOR PLAN

NOTES

1

2

3

4

5

6

LOBBY + RECEPTION

RESTROOMS + BOH

AMENITY SPACES

TENANT SPACES

ROOF TERRACE

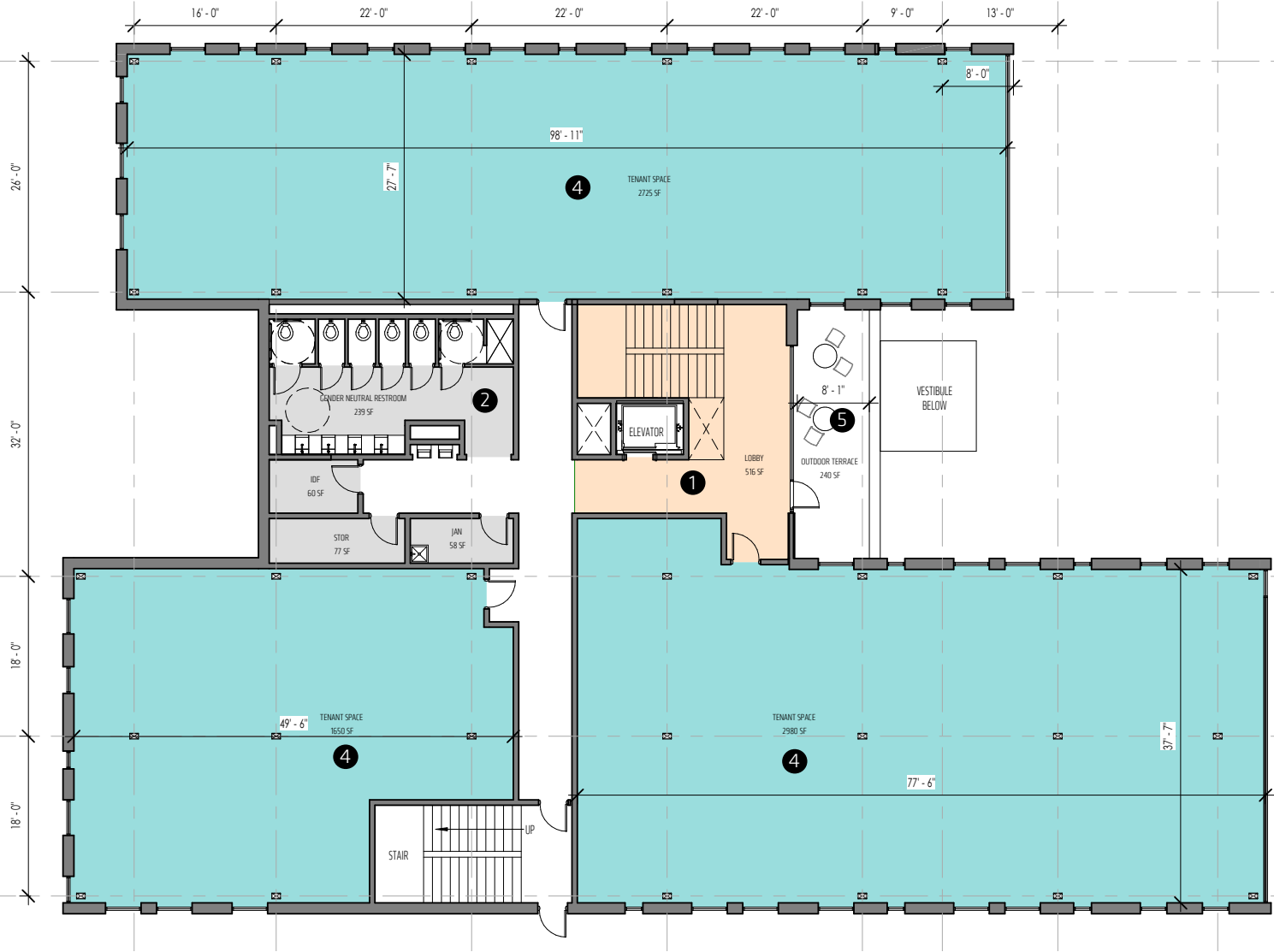
COMMUNITY TABLE + OUTDOOR PLAZA AREA

1,770 NSF TOTAL

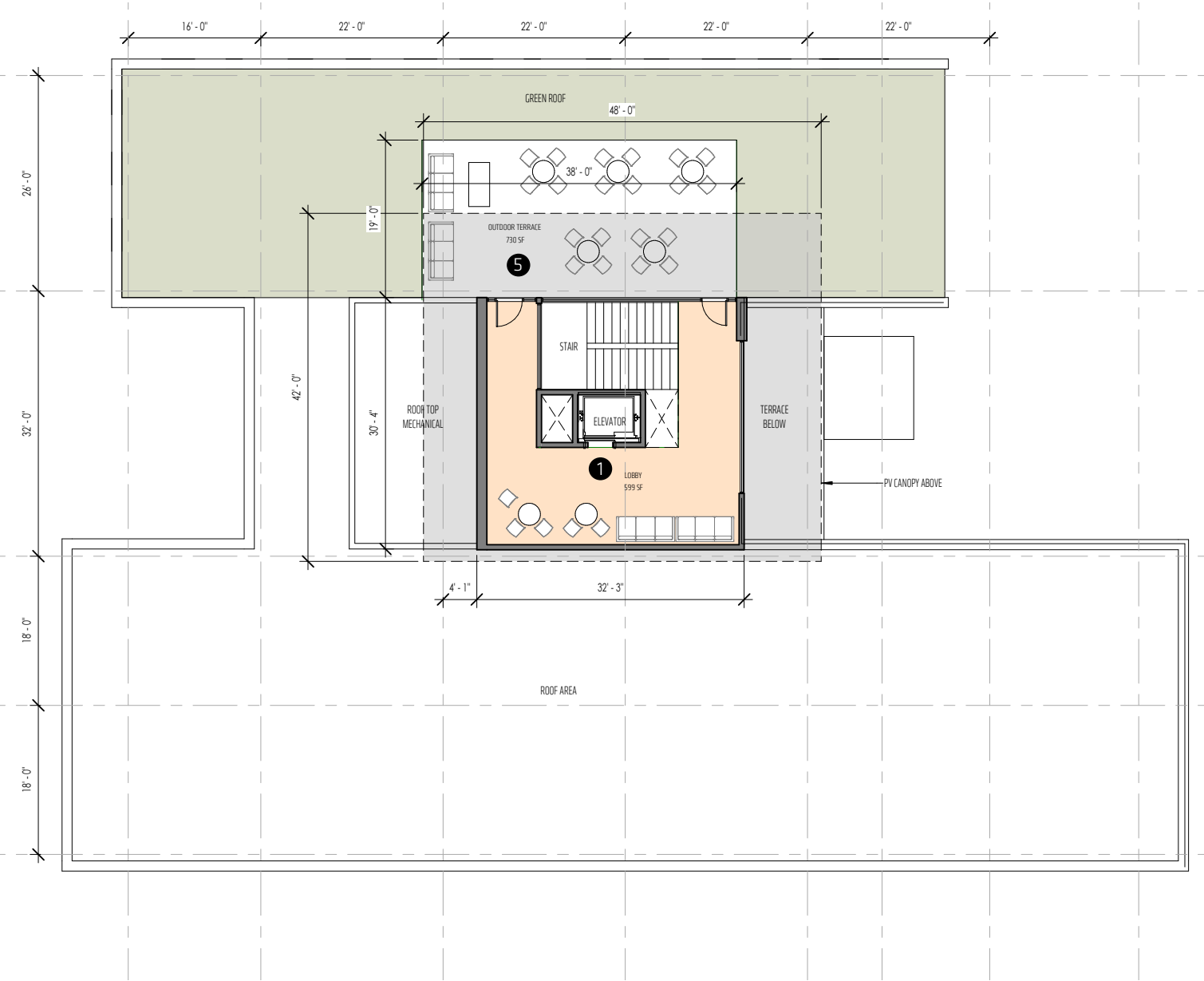
12,045 NSF TOTAL

955 NSF TOTAL

TOTAL GSF = 21,000 GSF



LEVEL 02 FLOOR PLAN
0 5 15 35
LEVEL 02 GSF = 10,050 GSF



MEZZANINE + ROOF DECK FLOOR PLAN
0 5 15 35
LEVEL 03 GSF = 1,025 GSF

PROJECT DESIGN DRAWINGS (C.3)

INTERIOR AESTHETIC VISION



INTERIOR ARCHITECTURE

WELCOMING

INTERIOR DESIGN/ARCHITECTURE IS ALL ABOUT THE HUMAN EXPERIENCE AND EMPOWERMENT. WITH THE USE OF NATURAL MATERIALS, TRANSPARENCY/DAYLIGHT, AND A “SOCIAL CORE” ATRIUM, THE BUILDING WILL CREATE AN INVITING HOME FOR TECH COMPANIES AND COMMUNITY MEMBERS ALIKE.

DESIGN INTEGRITY

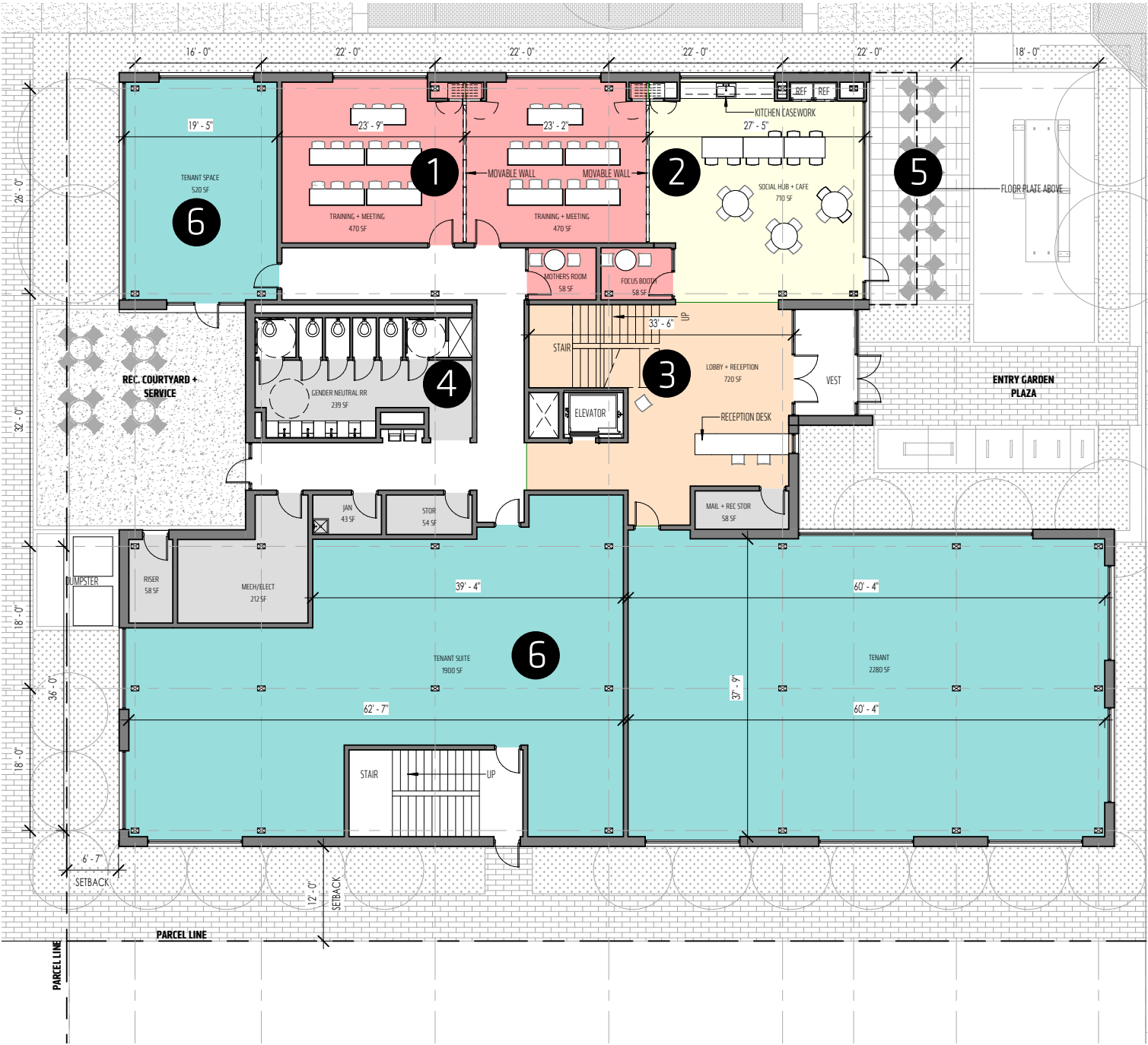
CREATE AN ARCHITECTURE THAT IS TIMELESS - DEVELOPING A MATERIAL PALETTE THAT IS BOTH FORWARD THINKING, YET REFLECTIVE OF THE EXISTING HISTORIC CONTEXT OF THE TRADES DISTRICT IS IMPORTANT TO THE DESIGN CULTURE OF BLOOMINGTON.

INSPIRE

CREATING A VARIETY OF DIMENSIONAL AND DYNAMIC SPACES WILL GIVE THE BUILDING A SENSE OF ENERGY, PASSION, AND COMMUNITY. IT WILL BE A SPACE THAT BRINGS OUT THE BEST IN ALL WHO ENTER , FREEING THEM FROM LIMITATIONS. **THIS IS CRITICAL TO THE PROGRAMMING FUNTION OF THE TECH CENTER.**

PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

INTERIOR SPACES



FLEXIBLE CONFERENCE AND RESOURCE ROOMS



FLEXIBLE SOCIAL HUB + CAFE SPACE



ATRIUM STAIR



GENDER NEUTRAL RESTROOMS



OUTDOOR TERRACE + ENTRY PLAZA



TYPICAL OFFICE SPACE PRE-T/I

PROJECT DESIGN DRAWINGS (C.3)

EXTERIOR AESTHETIC VISION



EXTERIOR ARCHITECTURE

WELCOMING

A SENSE OF ARRIVAL WITH DISTINCT VIEWS TO THE INTERIOR PROVIDING A SENSE OF CONNECTION FROM INTERIOR AND EXTERIOR SPACES. A COHESIVE EXTERIOR AND INTERIOR MATERIAL PALETTE WILL BE UTILIZED TO ALLOW THE BUILDING AND LANDSCAPE TO COMPLIMENT ON ANOTHER.

DESIGN INTEGRITY

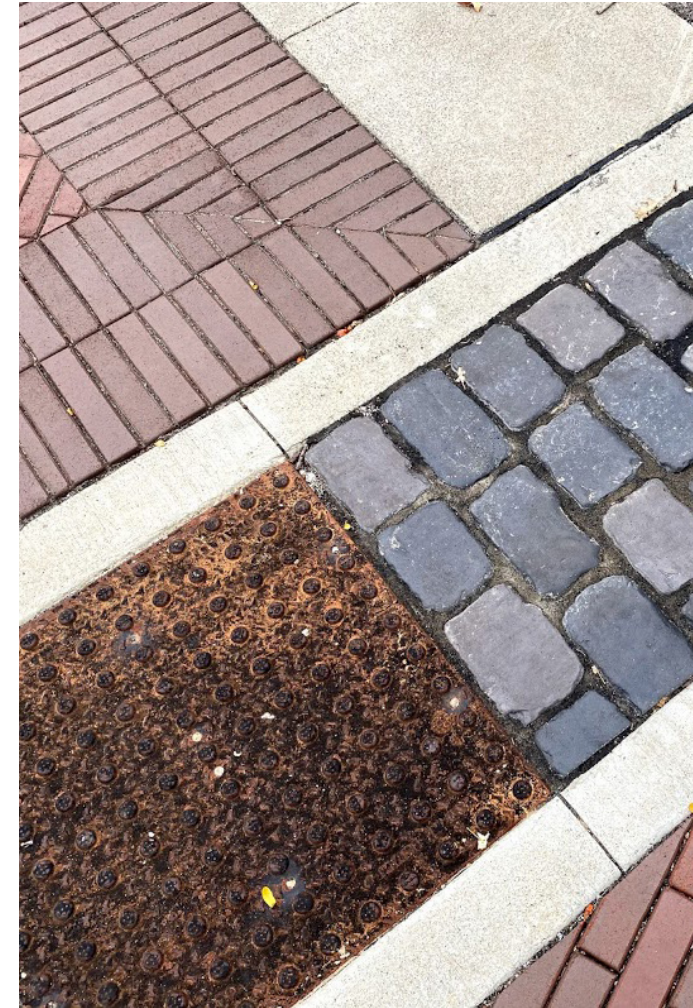
THE ARCHITECTURE SHOULD REFLECT TIMELESSNESS AND INSPIRE. NATURAL TEXTURES AND MATERIALS THAT REFLECT THE REGION, TRANSPARENCY AND SUNSCREENS, EXPOSED STRUCTURE, AND NATURAL LIGHT WILL ALLOW THE STRUCTURE TO BE BOTH TIMELESS AND LAY A FOUNDATION FOR DESIGN OF FUTURE DEVELOPMENT IN THE DISTRICT.

INSPIRE

THE BUILDING WITH BE A SOURCE OF INSPIRATION FOR BOTH THE COMMUNITY AND ITS TENANTS THROUGH ITS DYNAMIC AND REFINED ARCHITECTURAL LANGUAGE, AND BY THE SUSTAINABLE SYSTEMS THAT ALLOW THE BUILDING TO PERFORM EFFICIENTLY AND EFFECTIVELY - BECOMING A MODEL FOR FUTURE SUSTAINABLE DEVELOPMENT WITHIN BLOOMINGTON.

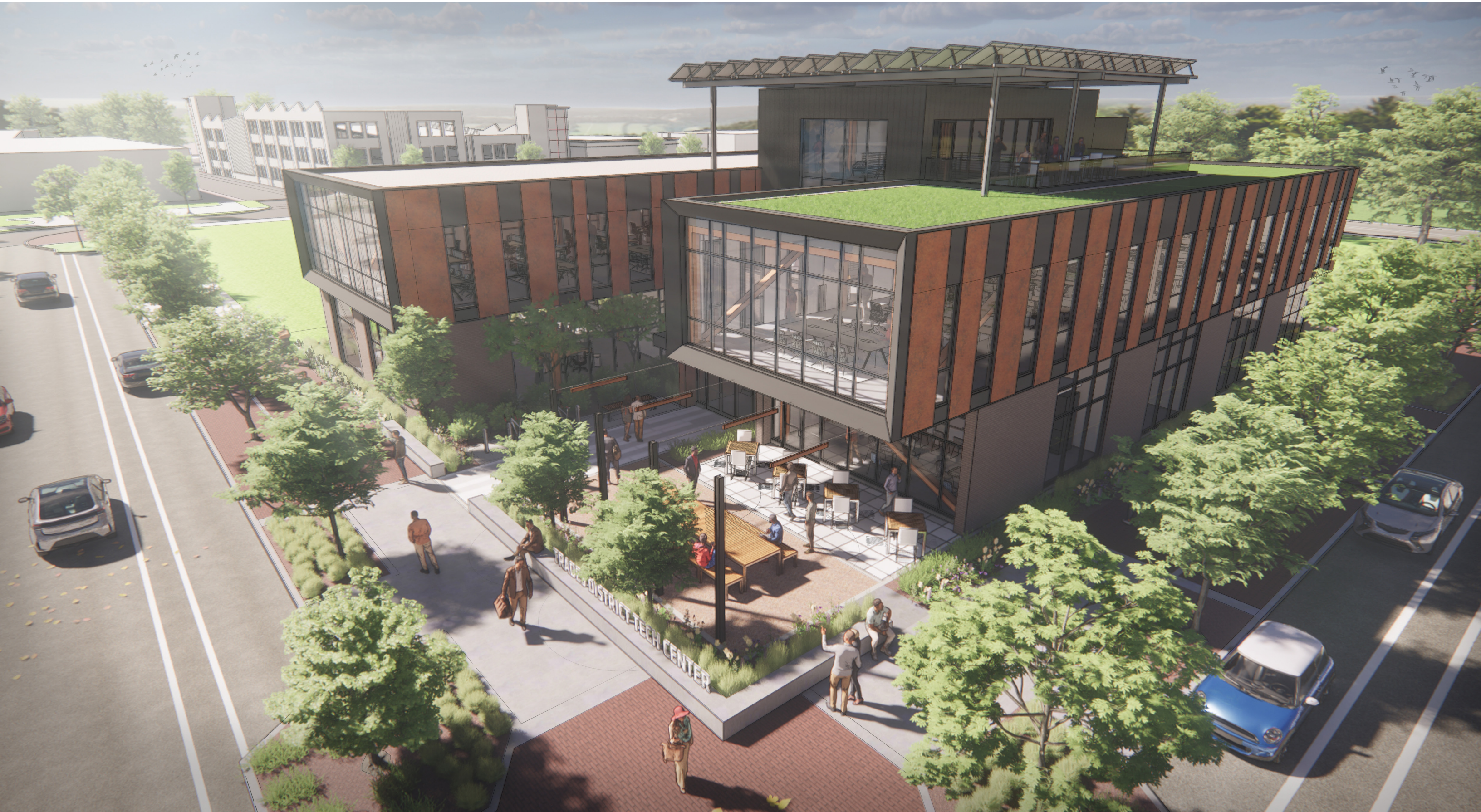
PROJECT DESIGN DRAWINGS (C.3)

TRADES DISTRICT MATERIALITY



PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

NE AERIAL VIEW



PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

NE STREET PERSPECTIVE



PROJECT DESIGN DRAWINGS (C.3) (UPDATED)
MADISON ST PERSPECTIVE (EAST)



PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

MAKER WAY PERSPECTIVE (WEST)



PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

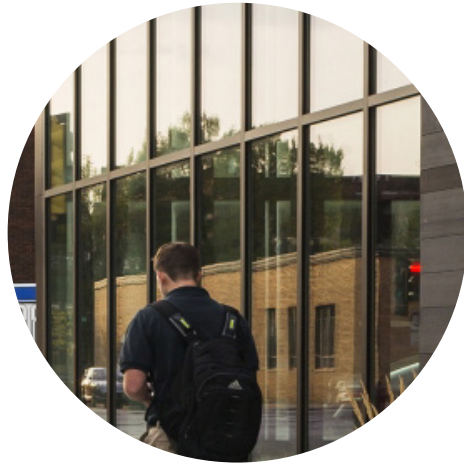
MADISON ST PERSPECTIVE



GREY FLY ASH BRICK MASONRY INFILL
AT LEVEL 01



CORTEN METAL PANEL FACADE STRIPS



FIXED ALUM STOREFRONT
KAWNEER



DARK CHARCOAL METAL PANEL
FRAME AND HEAD/SILL PANELS



PHOTOVOLTAIC PANEL CANOPY
FRAME



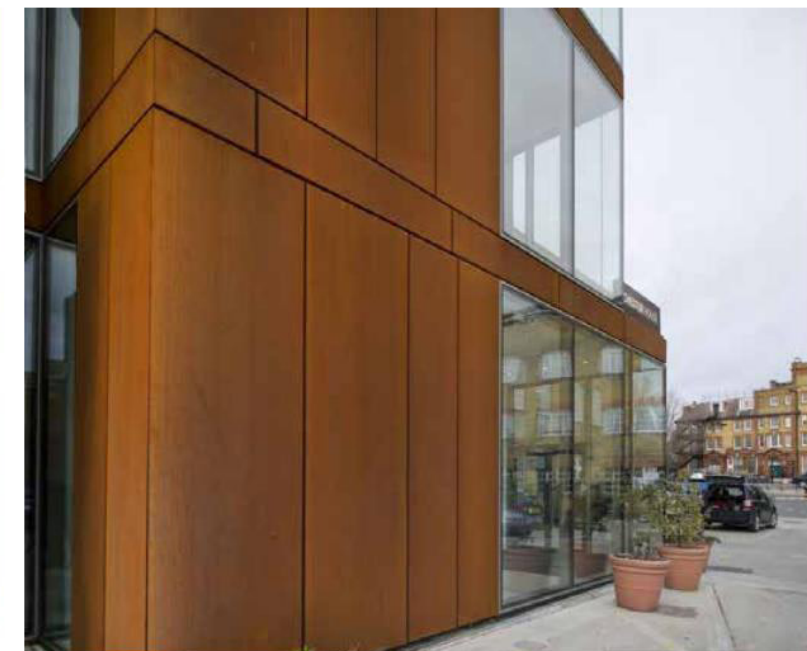
PROJECT DESIGN DRAWINGS (C.3)

MATERIALITY - MASSING PLAN 2019

Material Guidelines

- Primary Facade Materials
 - Brick
 - Stone
 - Glass (not mirrored)
 - Architectural Metal (not corrugated or ribbed)
 - Wood
- Secondary Facade Materials
 - Split-face cement block
 - Cementitious siding

In 2019 Rundell Ernsterberger Associates with Greenstreet Development, and the City of Bloomington developed a Massing Plan to communicate the City's intent for the Trades District in regards to density, potential market demands, and overall building massing and design standards. The attached page illustrates the architectural materials and aesthetics intended to be used for future development withing the Trades District from this study.



PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

EXTERIOR ELEVATIONS



NOTES	
1	GREY FLY ASH BRICK MASONRY
2	CORTEN METAL PANEL
3	ALUMINUM STOREFRONT
4	DARK CHARCOAL METAL PANEL
5	PHOTOVOLTAIC CANOPY ARRAY
6	MECHANICAL SCREEN WALL

PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

EXTERIOR ELEVATIONS



- NOTES**
- 1 GREY FLY ASH BRICK MASONRY
 - 2 CORTEN METAL PANEL
 - 3 ALUMINUM STOREFRONT
 - 4 DARK CHARCOAL METAL PANEL
 - 5 PHOTOVOLTAIC CANOPY ARRAY
 - 6 MECHANICAL SCREEN WALL

PROJECT DESIGN DRAWINGS (C.3)

TRADES DISTRICT EXISTING STREETScape + LANDSCAPE



SITE AERIAL



GATEWAY PLAZA AERIAL



DIMENSIONAL MILL PLAZA SPACE



MAKER WAY STREETSCAPE



GATEWAY PLAZA

The Trades District Site and Infrastructure improvements were developed in 2015 to create a Certified Tech Park adjacent to the Bloomington Downtown. The design seeks to highlight the historic material palette of the industrial setting, while interjecting contemporary design elements. The design team consisted of:

- Anderson Bohlander (Site Design)
- Blackline Studio (Architecture)
- Crawford Murphy Tilly (Civil)
- Pivot Marketing (Branding / Marketing)
- BRCJ (Survey)

PROJECT DESIGN DRAWINGS (C.3)

EXTERIOR AESTHETIC VISION



OUTDOOR SPACE

WELCOMING

CREATE AN INTEGRATED SITE AND BUILDING DESIGN THAT COMPLIMENT EACH OTHER. CREATING OUTDOOR SPACES OF VALUE THAT SURROUND THE BUILDING AND INTERIOR SPACES.

DESIGN INTEGRITY

THE SITE DESIGN WILL BUILD UPON THE TRADES DISTRICT SITE ELEMENTS, STREETScape, AND PREVIOUS MASTER PLANS TO CREATE EXTERIOR SPACES THAT WILL BE COHESIVE WITH EXISTING AND FUTURE DEVELOPMENTS.

INSPIRE

LANDSCAPE AND SITE ELEMENTS WILL PROVIDE A VARIETY OF SPACES THAT WILL ENERGIZE, INSPIRE, AND CREATE MOMENTS FOR RESPITE. THESE SPACES WILL ALLOW FOR FLEXIBILITY AND PROVIDE OPPORTUNITIES FOR THE OUTDOOR SPACES TO BE USED FOR A VARIETY OF USES.

PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

SITE + LANDSCAPE PLAN



PROJECT DESIGN DRAWINGS (C.3) (UPDATED)

ENTRY PLAZA + DINING PATIO PERSPECTIVE



PROJECT COST ESTIMATE (C.5, C.6, C.7, C.8, C.9)

Proposed Method of Construction (C.5, C.6))

The project will use the traditional design-bid-build delivery method. The owner will have one design contract with the Architect and one contract with the selected contractor after a sealed competitive bidding and selection process. **The Architect and design team selected for this PER was accomplished using federal procurement guidelines. However, this application does not include any funding request for the Artchitect and design team. The City of Bloomington will contract with the Architect and design team separately.** The Architect will hire all necessary engineers and consultants for design, engineering, and construction administration services. The design team will produce milestone design drawing sets for Schematic Design, Design Documents, and Construction documents. Cost analysis and estimates will also be provided at the end of each design phase to validate construction costs throughout the design process. The A/E team will design all portions of the building and complete 100% Construction/Bidding Documents with supporting Project Manual and Specifications. Bidding will occur at the end of the design phase, please reference the Project Schedule (pg.42) for estimated durations of design, bidding, and construction phases. **Please note all contractors that were used for the purpose of developing the PER cost estimate will not be used in performing the construction work for the project.**

Real Property Acquisition Narrative (C.8)

The Cost Estimate does not include land acquisition of project property. The Bloomington Redevelopment Commission owns the property that the Tech Center will be built on and will retain ownership of the land and the building post-construction, leasing the building to the Tech Center nonprofit. The value of the in-kind contribution of the land to build the Tech Center on is approximately \$370,000

Building Cost Estimate and Budget (C.7)

The attached cost estimate by the Architecture/Engineering Team was developed based on the systems described and illustrated in the attached design package. Overall trade costs can be found on the Total Hard and Soft Cost Summary (pg 39), along with detailed trade costs illustrated on the Trade Cost Summary (pg. 39) and Itemized Trade Cost Estimates (pg 40). The overall estimated trade costs for the entire construction work for the building and site/landscape are estimated at **\$4,234,100**. A 4 percent trade and design contingency, as well as general contractor general conditions (\$22k for 14 months), and 7 percent general contractor overhead and profit are added to the trade costs to arrive at a total construction bid cost estimate of **\$5,041,400**. City funds will be used for project architectural design and engineering fees and are not included in the attached cost estimate. **The design team and client acknowledge the regulatory**

requirement that leases of space developed with EDA funding must be for adequate considerations.

Permitting Narrative (C.9)

The project will be required to file for both State of Indiana and Monroe County Building Permits, both of which will be targeted submissions 4 weeks from 100% construction drawings in order to have a bid set that is permitted and ready for construction. Both submittals will be full building permits including architectural (Fire & Life Safety), Mechanical, Electrical and Plumbing, Structural, and Fire Alarm and Fire Sprinkler scope of work. See below for a list of current and applicable Indiana Building Codes that the building will be designed in accordance with.

The project will also require Site Plan Review from the Planning Department and Redevelopment Commission approvals that will take place during the Schematic Design and Design Document phases, with a total duration of approximately 2 months. Since the project is less than 1 acre of land disturbance, a Storm water/ Land Disturbance Permit will not be necessary through the Indiana Department of Environmental Management. The project is also sited just West of the Showers Brothers Historic District, although outside of the boundaries of the district the project team will engage in courtesy reviews and input sessions with the Bloomington Historic Preservation Commission during the Schematic Design Phase. During construction it is expected to have a footing/foundation inspection, underslab MEP inspection, Rough-in inspection, above ceiling/electrical inspection, and final certificate of occupancy inspection that will be coordinated by the selected general contractor.

Indiana General Building Codes

- 2014 Indiana Building Code (2012 International Building Code with Indiana Amendments) 2014 Indiana Fire Code (2012 International Fire Code with Indiana Amendments)
- 2012 Indiana Plumbing Code (2006 International Plumbing Code with Indiana Amendments)
- 2008 National Electrical Code (2008 NFPA 70)
- 2014 Indiana Mechanical Code (2012 International Mechanical Code with Indiana Amendments)
- 2010 Indiana Energy Code (ASHRAE 90.1 2007)
- Americans with Disabilities Act Accessible Guidelines (ADAAG) for Buildings and Facilities
- American National Standards Institute Accessible and Usable Buildings and Facilities
- Standard (CABO/ANSI A117.1-2009)

PROJECT COST ESTIMATE (C.5, C.6, C.7, C.8, C.9) (UPDATED)

TOTAL HARD + SOFT COST SUMMARY

		A/E Cost Estimate	
		Trades District Technology Center	
		BLOOMINGTON, IN	
	Total Building Square Footage (Gross)	21,000	21,000
ITEM	DESCRIPTION	Total Estimate	TDTC Building
TRADE COSTS			
1.	Sitework/Landscaping	\$ 351,900	\$351,900
2.	Structural	\$ 904,100	\$904,100
3.	Exterior Shell	\$ 836,300	\$836,300
4.	Interiors	\$ 522,700	\$522,700
5.	MEP	\$ 1,619,100	\$1,619,100
		TRADE COST ESTIMATE:	\$ 4,234,100
		Trade Cost & Design Contingency 4%	\$ 169,400
		TRADE COST SUBTOTAL:	\$ 4,403,500
		COST PER SQ. FT.:	\$ 201.62
OTHER HARD COSTS			
1.	General Conditions & Field Overhead (14 Mo x \$22K)	\$ 308,000	
2.	General Contractor OH&P + Bond (7%)	\$ 329,900	
		TOTAL CONSTRUCTION BID COSTS:	\$ 5,041,400
		COST PER SQ. FT.:	\$ 240.07
SOFT COSTS			
1.	State of Indiana Building Permit	\$ 1,200	
2.	City of Bloomington (Monroe County) Building Permit & Inspections	\$ 3,500	
3.	Utility Connection Fees	\$ 30,000	
4.	Geotechnical Report and Borings	\$ 5,000	
		TOTAL SOFT COSTS:	\$ 39,700
		TOTAL HARD AND SOFT COST ESTIMATE	\$ 5,081,100

TRADE COST SUMMARY

		A/E Cost Estimate
		Trades District Technology Center
		Bloomington, IN
Total Buildings Area	21,000	
	TDTC	Total
Earthwork/Demolition	\$84,100	\$84,100
Site Utilities	\$128,400	\$128,400
Paving/Site Concrete	\$50,500	\$50,500
Landscaping	\$46,200	\$46,200
Site Electrical	\$4,000	\$4,000
Misc. Site Items	\$38,700	\$38,700
Subtotal:	\$351,900	\$351,900
Structural		
Foundations/SOG	\$210,500	\$210,500
Glu-lam Structures and Roof Systems	\$693,600	\$693,600
Subtotal:	\$904,100	\$904,100
Exterior Shell		
Exterior Walls	\$376,200	\$376,200
Glass / Glazing	\$298,000	\$298,000
Exterior Doors	\$17,500	\$17,500
Roofing Systems	\$144,600	\$144,600
Subtotal:	\$836,300	\$836,300
Interiors		
Partitions	\$161,400	\$161,400
Doors/Windows	\$46,600	\$46,600
Wall Finishes	\$28,000	\$28,000
Ceilings	\$14,000	\$14,000
Floor Finishes	\$51,200	\$51,200
Millwork/Specialties/Int. Equip.	\$26,500	\$26,500
Vertical Transportation	\$195,000	\$195,000
Subtotal:	\$522,700	\$522,700
MEP		
Sprinklers	\$97,400	\$97,400
Plumbing	\$72,100	\$72,100
HVAC	\$893,200	\$893,200
Electrical	\$452,500	\$452,500
AV/IT	\$103,900	\$103,900
Subtotal:	\$1,619,100	\$1,619,100
Trade Cost Subtotal	\$4,234,100	\$4,234,100

PROJECT COST ESTIMATE (C.5, C.6, C.7, C.8, C.9) (UPDATED)

ITEMIZED TRADE COSTS ESTIMATE

Trades District Technology Center						Comments
Level 01	9,925	GSF				
Level 02	10,050	GSF				
Level 03 Mezzanine	1,025	GSF				21,000 Total GSF
Approximate Site Size	15,750	SF				5,785 SF Open Site Area
SITEWORK						
Earthwork	Qty	Units	Cost Each	Price Total	Comments	
Excavation / cut / fill	1,100	CYS	\$6.00	\$ 6,600	Assuming all haul off is disposed as solid waste	
Offsite Solid Waste Disposal (allowance)	900	TON	\$70.00	\$ 63,000		
Erosion Control (allowance)	1	LS	\$10,000.00	\$ 10,000		
Soil, topsoil (9")	50	CYS	\$90.00	\$ 4,500		
			</			

STRUCTURAL					
Foundations / SOG	Qty	Units	Cost Each	Price Total	Comments
Drilled Pier Foundations	370	LF	\$200.00	\$ 74,000	
Drilled Pier Cap	45	CY	\$350.00	\$ 15,800	
Concrete Grade Beams	65	CY	\$440.00	\$ 28,600	
Concrete Foundation Walls	22	CY	\$500.00	\$ 11,000	
Concrete Piers at Columns	12	CY	\$750.00	\$ 9,000	
Concrete Elevator Pit	1	LS	\$12,500.00	\$ 12,500	
Concrete Slab on Grade	9,925	SF	\$6.00	\$ 59,600	
			subtotal	\$ 210,500	
			Total (Nearest 100)	\$ 210,500	
Structural steel / Structural Roof Systems	Qty	Units	Cost Each	Price Total	Comments
Glulam Framing	19,500	SF	\$25.50	\$ 497,250	
Slab on Metal Deck	15,000	SF	\$6.25	\$ 93,800	
Roof Deck	5,000	SF	\$3.00	\$ 15,000	
Steel Bracing	4	TONS	\$4,500.00	\$ 18,000	
Steel Façade Backup	9	TONS	\$4,500.00	\$ 40,500	
PV Structure	6	TONS	\$4,500.00	\$ 27,000	
Misc Metals	1	TONS	\$2,000.00	\$ 2,000	
			subtotal	\$ 693,550	
			Total (Nearest 100)	\$ 693,600	
EXTERIOR SHELL					
Exterior Walls	Qty	Units	Cost Each	Price Total	Comments
Brick Veneer	5,200	SF	\$20.00	\$ 104,000	
Metal Stud Backup + Insulation + Vapor Barrier	12,000	SF	\$10.00	\$ 120,000	13' Floor to Floor
Charcoal Metal Panels	3,000	SF	\$18.00	\$ 54,000	13' Floor to Floor
Cor-ten Metal Panels	4,500	SF	\$18.00	\$ 81,000	13' Floor to Floor
Prefinished Metal Coping	600	LF	\$8.00	\$ 4,800	
Mechanical Screen Wall	80	LF	\$80.00	\$ 6,400	
Exterior Painting - Miscellaneous	1	ALW	\$4,000.00	\$ 4,000	
Exterior Caulking	1	ALW	\$2,000.00	\$ 2,000	
			subtotal	\$ 376,200	
			Total (Nearest 100)	\$ 376,200	
Glass / Glazing	Qty	Units	Cost Each	Price Total	Comments
Storefront	9,250	SF	\$32.00	\$ 296,000	13' Floor to Floor
Roof Deck Guardrail	55	LF	\$35.00	\$ 1,925	
			subtotal	\$ 297,925	
			Total (Nearest 100)	\$ 298,000	
Exterior Doors	Qty	Units	Cost Each	Price Total	Comments
Storefront Doors w/Hdwr	10	EA	\$1,750.00	\$ 17,500	
			subtotal	\$ 17,500	
			Total (Nearest 100)	\$ 17,500	
Roofing Systems	Qty	Units	Cost Each	Price Total	Comments
Roofing System EPDM Roof Membrane	9,500	SF	\$9.00	\$ 85,500	
Green Roof System - Extensive	1,800	SF	\$18.00	\$ 32,400	
Pedestal Roof Deck System	925	SF	\$18.00	\$ 16,650	
Roof Hatch	1	EA	\$10,000.00	\$ 10,000	
			subtotal	\$ 144,550	
			Total (Nearest 100)	\$ 144,600	

PROJECT COST ESTIMATE (C.5, C.6, C.7, C.8, C.9) (UPDATED)

ITEMIZED TRADE COSTS ESTIMATE CONT.

INTERIORS					
Partitions	Qty	Units	Cost Each	Price Total	Comments
Interior Studs/Drywall	18,000	SF	\$7.80	\$ 140,400	
Drywall at Exterior Walls	10,000	SF	\$1.75	\$ 17,500	
Rough wood carpentry, blocking, etc	3,500	SF	\$1.00	\$ 3,500	
			subtotal	\$ 161,400	
			Total (Nearest 100)	\$ 161,400	
Doors / Windows	Qty	Units	Cost Each	Price Total	Comments
HM frames/wood doors	24	EA	\$1,400.00	\$ 33,600	
Movable Walls	2	EA	\$6,500.00	\$ 13,000	
			subtotal	\$ 46,600	
			Total (Nearest 100)	\$ 46,600	
Wall Finishes	Qty	Units	Cost Each	Price Total	Comments
Interior Wall Painting	30,000	SF	\$0.75	\$ 22,500	
Finish Frames/Doors	24	EA	\$60.00	\$ 1,440	
Interior caulking	8,000	SF	\$0.50	\$ 4,000	
			subtotal	\$ 27,940	
			Total (Nearest 100)	\$ 28,000	
Ceilings	Qty	Units	Cost Each	Price Total	Comments
Acoustic & Gyp Ceilings	3,500	SF	\$4.00	\$ 14,000	
			subtotal	\$ 14,000	
			Total (Nearest 100)	\$ 14,000	
Floor Finishes	Qty	Units	Cost Each	Price Total	Comments
Concrete Floor Sealer	600	SF	\$2.00	\$ 1,200	
Concrete Floor Polish	15,000	SF	\$2.00	\$ 30,000	
Carpeting and Walk-off Mat	2,000	SF	\$10.00	\$ 20,000	
			subtotal	\$ 51,200	
			Total (Nearest 100)	\$ 51,200	
Millwork / Specialties / Int. Equipment / Furnishings	Qty	Units	Cost Each	Price Total	Comments
Toilet Accessories	20	ALW	\$725.00	\$ 14,500	Hand Dryer, Mirror, Soap Dispenser, etc
Millwork/Casework	30	LF	\$400.00	\$ 12,000	
			subtotal	\$ 26,500	
			Total (Nearest 100)	\$ 26,500	
Vertical Transporation	Qty	Units	Cost Each	Price Total	Comments
MRL Elevator	1	EA	\$125,000.00	\$ 125,000	
Metal Stair	1	EA	\$20,000.00	\$ 20,000	
Atrium Stair	1	EA	\$50,000.00	\$ 50,000	
			subtotal	\$ 195,000	
			Total (Nearest 100)	\$ 195,000	

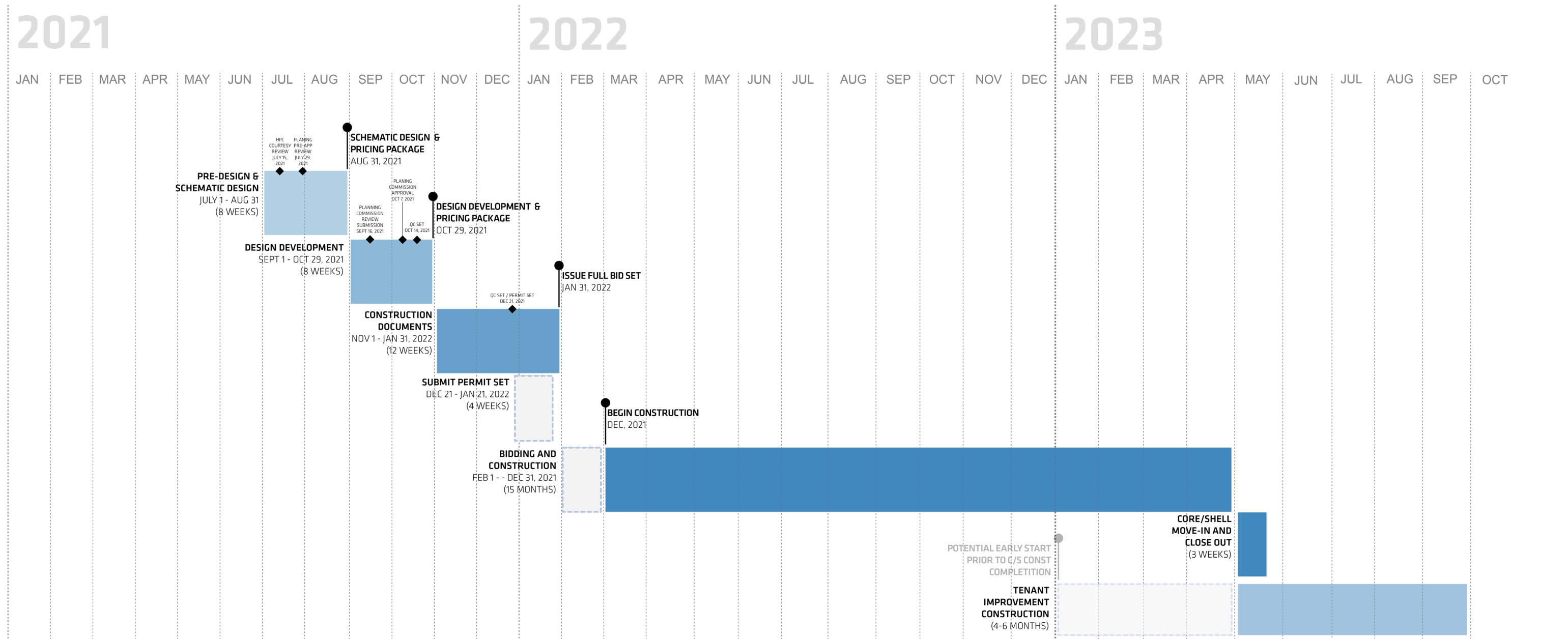
MEP					
Plumbing	Qty	Units	Cost Each	Price Total	Comments
Plumbing	20	Fixt	\$2,500.00	\$ 50,000	Includes Fixtures, DW and waste Piping
Roof Drainage	9,800	SF	\$2.25	\$ 22,100	Qty Based on NSF
			subtotal	\$ 72,100	
			Total (Nearest 100)	\$ 72,100	
HVAC	Qty	Units	Cost Each	Price Total	Comments
AHU, Terminal Units	19,250	SF	\$14.50	\$ 279,100	Qty Based on NSF
Ductwork	19,250	SF	\$6.00	\$ 115,500	Qty Based on NSF
Heating Water System	19,250	SF	\$9.25	\$ 178,100	Qty Based on NSF
Chilled Water System	19,250	SF	\$10.75	\$ 206,900	Qty Based on NSF
Controls	19,250	SF	\$5.90	\$ 113,600	Qty Based on NSF
			subtotal	\$ 893,200	
			Total (Nearest 100)	\$ 893,200	
Electrical	Qty	Units	Cost Each	Price Total	Comments
Electrical Power & Distribution	19,250	SF	\$9.25	\$ 178,100	Qty Based on NSF
Electrical Receptacles & Connections	19,250	SF	\$1.35	\$ 26,000	Qty Based on NSF
Lighting & Controls	19,250	SF	\$8.60	\$ 166,600	Qty Based on NSF
Fire Alarm & Security	19,250	SF	\$3.00	\$ 57,800	Qty Based on NSF
Installation of Photovoltaic Panels	1	EA	\$25,000.00	\$ 25,000	Allowance
			subtotal	\$ 452,500	
			Total (Nearest 100)	\$ 452,500	
Sprinklers	Qty	Units	Cost Each	Price Total	Comments
Sprinkler Mains with Common Equipment	19,250	SF	\$3.50	\$ 67,400	Qty Based on NSF
Fire Pump	1	EA	\$30,000.00	\$ 30,000	
			subtotal	\$ 97,400	
			Total (Nearest 100)	\$ 97,400	
AV/IT	Qty	Units	Cost Each	Price Total	Comments
Data & Communications	19,250	SF	\$4.75	\$ 91,400	Qty Based on NSF
Multimedia Systems	19,250	SF	\$0.65	\$ 12,500	Qty Based on NSF
			subtotal	\$ 103,900	
			Total (Nearest 100)	\$ 103,900	

PROJECT DESIGN + CONSTRUCTION SCHEDULE (C.10) (UPDATED)

PROPOSED PROJECT SCHEDULE

Schedule Overview

The project schedule below outlines both design and construction activities from **July 2021 to Spring/Summer of 2023**. Design Phases are broken into SD, DD, and CD phases with durations ranging from 8 weeks to 12 weeks create a 7-month total duration. A 15 month bidding and construction phase beginning Q1 2022 delivers the core shell build-out Q2 2023. Interior tenant improvement construction activities are slated to take approximately 4-6 months depending on scale and scope, some of which could potentially begin construction prior to completion of the core/shell scope of the project.



PROJECT DESIGN + CONSTRUCTION SCHEDULE (C.10)

PROJECT SCHEDULE NARRATIVE

Schematic Design / Pre-Design (8 Weeks)

The Schematic Design and Pre-Design Phase will primarily focus around validating the current design and program requirements, along with initial coordination and validation with primary stakeholders, zoning/planning officials, and other input groups (public and Historic Preservation). Early workshops or input sessions will be utilized to gain input and guidance to ensure the project is on the right path from the beginning. A pre-submittal meeting with the Planning Commission and a courtesy review with the History Preservation Commission will also be conducted in this phase. Once the overall footprint and organization of the building has been developed the rest of the engineering team (structural, civil, Mechanical, Electrical, and Plumbing) will be engaged to begin initial design review and documentation. A building code analysis will also be developed to ensure no surprises are discovered later in design. At the end of Schematic Design, the design team will produce a schematic drawing set that illustrates the general overall design for the architecture, site/landscape design, and engineering disciplines. This Schematic Design Set will then be used to create a cost estimate of the current design, which will be used as a gauge for the design team and client if any modifications need made in order to meet the current project budget. The duration of this phase of design is currently projected to take 8 weeks.

Design Development (8 Weeks)

During the 8-week Design Development Phase the design team will begin by analyzing both the Schematic Drawings and cost estimate with the client to understand if any substantial changes need to be made to the design/drawings. Once changes (if any) have been made, a Planning Commission Review Set will be submitted for review and approval. The bulk of the time during design development will be focused on continued development of the building design and drawings at a much finer detail with the consultant team and stakeholders. Design presentations and design decisions will be made on material/finish selections, building systems (MEP), interior room sizing refinement and organization, and site/landscape design elements, among others. The drawing set and cost estimate deliverable at the end of the this phase will be used similarly to the Schematic Design Phase, however this deliverable will be a much more detailed set of drawings and estimate that illustrates the building space design, materials/finishes, and equipment/systems. An outline specification will also be developed for this deliverable to better describe the systems and components within the design of the project.

Construction Documents (12 Weeks)

Similar to the beginning of the Design Documents Phase, the design team and the client will both review the drawings and cost estimate developed to understand if any modifications need to be made to the design. Any changes will be incorporated into the drawings and final design decisions will be presented to stakeholders in the first few weeks of this phase. A bulk of the effort of this phase will be focused on coordinating and developing the design and drawings with consultants to create a drawing package that clearly explains design intent, systems and components with in the building, and building details and materials. 4 weeks prior to the 100% Construction Documents are due the design team will submit for permit (City and State), which would allow for the 100% Construction Documents (Bidding) to be fully permitted drawings ready for construction. Due to this permitting period and the effort required to develop a complete drawing set and specification, this design phase is projected to last 12 weeks.

Bidding/Negotiations (30 Days)

The 100% Bid Set developed at the end of Construction Documents will be used to facilitate a competitive public bidding process by the client. The design team will work with the client at this time respond to any questions from the bidders, review bids and aid in the selection of the general contractor as needed. The projected duration for the bidding/negotiations phase of the project is currently being held at 4 weeks.

Construction (14 Months)

Once construction activities begin the design team will work with the general contractor selected to ensure the construction is being executed per the drawings and design intent. Activities include submittal and shop drawing review, Request for Information (RFI) review and responses, ASI and Proposal Requests as needed throughout construction, regular construction site walks and attend Owner-Architect-Contractor meetings, and complete a final punch walk and subsequent substantial competition. The design team will also assist an any field coordination necessary regarding Tenant Improvement scope once this has been determined. Estimated core-shell construction is currently projected at 15 months with tenant improvements of tenant spaces slated to take approximately 4-6 months depending on scale and scope, some of which could potentially begin construction prior to completion of the core/shell scope of the project.

PROJECT SCHEDULE + TASKS (C.11)

PROPOSED PROJECT TASKS

Administrative and Legal Expenses

-N/A

Land, Structures, Rights-of-way, Appraisals

-N/A

Relocation Expenses and Payments

-N/A

Architectural and Engineering Fees

- Produce Project Specific Geotechnical Report
- Program Refinement and Schematic Design
- Building Code and Life Safety Review With AHJ Building Code Consultant
- Prepare and Submit Documents For review by Authorities having jurisdiction over the project including the County Redevelopment Commission
- Develop Documents /Packages for Review and Pricing from Schematic Design through Construction Documents Phases of the Project including Specifications and Project Manuals
- Conduct Design Presentations to the Client as Needed Throughout the Design Process
- Conduct all necessary Design Coordination Meetings with the Design Team (Site/Civil, Landscape, Structural, MEP)
- Assist in Bidding and Selection of General Contractor
- Attend Project Construction Meetings on a Bi-Weekly Basis
- Provide Construction Administration Services throughout Construction including Review of Submittals and Payment Applications, respond to Contractor Requests for Information, Process Change Orders and Provide a construction Punch List at End of Project Substantial Completion

Other A/E Fees

- N/A

Project Inspection Fees

- State Permit Submittal
- Monroe County Submittal
- Building Inspection fees within Permit Submittal Cost
- Footing Inspection, Foundation Inspection, Underslab inspection, rough-in Inspection, Electrical Service Inspection, Final Certificate of Occupancy Inspection
- Utility Tap Connections and Fees

Site Work

- See Construction Section

Demolition and Removal

- See construction Section

Construction

- Bidding, negotiations, and Selection of General Contractor
- Site excavation and sidewalk demo as necessary for routing of utilities and connections
- Contaminated soils/waste removal as needed and required
- Building Construction and sitework per Drawings Prepared by A/E Team
- Routing of Utilities per A/E Drawings
- Storm On-site Detention and Storm Drainage
- Erosion Control during construction as required
- Provide necessary staging, fencing, and sequencing to provide safe construction job site for public and construction team
- Review and Process Submittals and RFI's
- Conduct Owner-Architect- Contractor Meetings

- Throughout construction
- Provide project updates and construction schedule to A/E and Design Team
 - Schedule Necessary Inspections and Reviews as necessary
 - Coordinate Subcontractors and Various Trades throughout Construction
 - Provide Record Drawings and O & M Manuals to Client
 - A/E Punch List and Cert. of Substantial Competition
 - Owner Move-in

Equipment

- N/A

Misc.

- N/A

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22-96
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

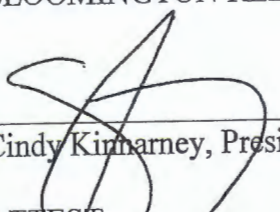
FIRST AMENDMENT TO AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES WITH AXIS ARCHITECTURE INTERIORS, LLC FOR TRADES DISTRICT TECH CENTER

- WHEREAS, on August 3, 2020, the Redevelopment Commission of the City of Bloomington ("RDC") approved a Project Review & Approval Form ("Form") authorizing services related to a match required by the terms of a federal EDA CARES Act grant to construct a tech center in the Trades District ("Project"); and
- WHEREAS, the grant application for the Project required the City to provide a "Preliminary Engineering Report" ("PER") on the design and construction of the Project in order that the EDA may conduct an engineering review as part of its grant approval process; and
- WHEREAS, the City issued an RFQ soliciting proposals from qualified architectural and engineering firms to assist the City in preparing the PER (Phase I of the Project), and if the Project is awarded an EDA grant, to design the Tech Center building (Phase II of the Project); and
- WHEREAS, in Resolution 22-0615, the RDC approved an Agreement with Axis Architecture Interiors, LLC ("Axis") to provide the Phase II Services ("Agreement"); and
- WHEREAS, staff have negotiated a first amendment to the Agreement to add detailed design development phase estimate of the construction costs for the project ("Additional Services"); and
- WHEREAS, Axis has agreed to provide the Additional Services for an additional \$8,450.00 in the First Amendment to the Agreement ("Amendment"), which is attached to this Resolution as Exhibit A; and
- WHEREAS, this Amendment will bring the total amount for the Agreement from \$403,082.50 to \$411,532.50; and
- WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form that updates the cost estimate for the Project, and is attached to this Resolution as Exhibit B; and
- WHEREAS, the RDC has available funds within the Consolidated TIF to pay for the Services;


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

1. The RDC reaffirms its approval of the Project to construct a Technology Center in the Trades District.
2. The RDC hereby approves the Amendment to the Agreement, which is attached to this Resolution as Exhibit A, for the Additional Services to be compensated in an amount not to exceed an additional Eight Thousand Four Hundred Fifty Dollars (\$8,450.00). This brings total amount under the Agreement as amended to an amount not to exceed Four Hundred Eleven Thousand Five Hundred Thirty-Two Dollars and Fifty Cents (\$411,532.50) to be paid in accordance with the terms of the Agreement.
3. All invoices shall be reviewed and approved by the Department of Economic and Sustainable Development and the Controller's office pursuant to the RDC and City of Bloomington's normal acquisition procedures, and the funding used for the Services shall come from the Consolidated TIF (Downtown).
4. The funding authorizations contained in this Resolution shall terminate on April 30, 2025, unless otherwise extended by the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION


Cindy Kinharney, President

ATTEST:


Deborah Myerson, Secretary

12/5/2022
Date



CONTRACT COVER MEMORANDUM

TO: Beth Cate
FROM: Michael Rouker
DATE: November 30, 2022
RE: First Amendment to Agreement with Axis Architecture

Contract Recipient/Vendor Name:	Axis Architecture Interiors, LLC
Department Head Initials of Approval:	AC
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Chaz Mottinger
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Michael Rouker
Record Destruction Date: <i>(Legal to fill in)</i>	2036
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	22-691
Due Date For Signature:	ASAP
Expiration Date of Contract:	2023
Renewal Date for Contract:	N/A
Total Dollar Amount of Contract:	\$8,450
Funding Source:	176-04-G21005-53170
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract: This contract is the first amendment to the existing Agreement with Axis Architecture for consulting services in the Trades District. It adds an additional \$8,450 to the cost of the agreement in exchange for establishing a detailed design development phase estimate of construction costs.

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
AND
AXIS ARCHITECTURE INTERIORS, LLC
FOR
PHASE II ARCHITECTURE/ENGINEERING SERVICES**

WHEREAS, on March 16, 2022, the City of Bloomington and the Bloomington Redevelopment Commission (collectively the "City") and Axis Architecture Interiors, LLC ("Consultant") entered into an "Agreement between the City of Bloomington and Axis Architecture Interiors, LLC for Architecture/Engineering Services" ("Agreement"); and

WHEREAS, the Agreement related to the City's CARES Act grant from the Economic Development Agency ("EDA") to construct a technology center in the Trades District (the "Project"); and

WHEREAS, the services provided for under the Agreement involved design services for the Project as labeled Phase II; and

WHEREAS, as part of the project it is necessary to obtain a detailed design development phase estimate of construction costs ("Additional Services"); and

WHEREAS, Consultant is willing to subcontract with Blundall Associates, Inc. for the for the Additional Services in an amount not to exceed eight thousand four hundred fifty dollars (\$8,450.00); and

WHEREAS, pursuant to Article 26 of the Agreement, the Agreement may be modified by written amendment signed by both parties;

NOW, THEREFORE, the parties agree to amend the original Agreement for Phase II Architectural/Engineering Services as follows:


1. Article 1. Scope of Services Consultant shall perform additional services as described in the Consultant's proposal, which is attached to this Amendment as Exhibit A and is hereby incorporated into Exhibit A of the Agreement.

2. Article 4. Compensation The City shall pay Consultant for all fees and expenses in an amount not to exceed a total of four-hundred eleven thousand five hundred thirty-two dollars and fifty cents (\$411,532.50). The amended not-to-exceed total represents an increase of eight thousand four hundred fifty dollars (\$8,450.00) from the original not-to-exceed total of four hundred three thousand eighty-two dollars and fifty cents (\$403,082.50).

All remaining terms of the original contract are unchanged by this amendment and are fully enforceable.

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date first set forth.

CITY OF BLOOMINGTON


Beth Oate, Corporation Counsel

AXIS ARCHITECTURE INTERIORS, LLC

DocuSigned by:

Drew White, Founding Partner

BLOOMINGTON
REDEVELOPMENT COMMISSION

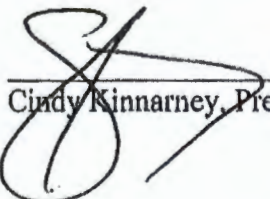

Cindy Kinnarney, President

EXHIBIT A
(Amended Scope of Services)

See attached.

Exhibit A

Blundall Associates, Inc.

*Construction Cost Consultants
Quantity Surveyors
Project Managers*

November 3, 2022

Ashley Thornberry
Senior Associate
Studio Axis
618 East Market Street
Indianapolis, IN 46202
Sent via Email to Ashley Thornberry <athornberry@studioaxis.com>

Dear Ashley Thornberry:

Re: Trades District Technology Center
Bloomington, Indiana

The following is our proposal to provide construction cost consulting services for the above-referenced project for work as generally outlined in your emails of October 27 and November 3, 2022, and the documents found in the links therein.

A. SERVICES

1. We will provide a detailed design development phase estimate of construction costs prepared by way of measuring all major components of the work and pricing at unit rates applicable to a competitively bid project in central Indiana. The estimate will comprise a summary sheet and details for all applicable architectural, structural, mechanical, electrical and site development trades.
2. THE ESTIMATE WILL BE SUBMITTED IN DRAFT FORM FOR SCOPE REVIEW BY THE DESIGN TEAM. AFTER RECEIPT BY BLUNDALL ASSOCIATES, INC., OF DESIGN TEAM REVIEW COMMENTS AND/OR PARTICIPATION IN AN ESTIMATE REVIEW CONFERENCE, THE ESTIMATE WILL BE REVISED ONCE TO INCORPORATE THE REVIEW COMMENTS AND A FINAL DOCUMENT WILL BE SUBMITTED TO THE CLIENT. ADDITIONAL REVISIONS TO THE ESTIMATE WILL BE CHARGED ON AN HOURLY BASIS AS ADDITIONAL SERVICES.

Ashley Thornberry
Page 2
November 3, 2022

B. FEES

1. Our fee for preparing the design development phase estimate will be the sum of \$8,450.00 (Eight Thousand Four Hundred Fifty Dollars).
2. We have not included time or travel expenses to attend meetings away from our home office location. It is assumed that all transfer of information can be done electronically by way of telephone conferences and/or by way of video conferencing.
3. THE ABOVE-ENUMERATED FEE DOES NOT INCLUDE TIME FOR PREPARING VALUE ENGINEERING STUDIES AND/OR EXTENSIVE SCHEDULES OF ALTERNATES OR PARTICIPATION IN ESTIMATE RECONCILIATION MEETINGS WITH A CONSTRUCTION MANAGER. IF THESE ADDITIONAL SERVICES ARE REQUESTED, THEY WILL BE BILLED AT OUR HOURLY RATES AS LISTED BELOW.

<u>Position</u>	<u>Rate</u>
Principal	\$ 170.00
Project Manager/Estimator	135.00
Senior Estimator	85.00
Estimator	80.00
Associate Estimator	75.00
Entry Level/Intern	55.00

Thank you for this opportunity to be of service to you. If you have questions concerning the proposal, please call.

Yours very truly,

BLUNDALL ASSOCIATES, INC.



Martyn R. Blundall
President

City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Economic Development Administration Grant 2020 – Trades District Technology Accelerator (PWEAA2020)

Project Manager(s): Jeff Underwood, Alex Crowley, Jane Kupersmith, Daniel Dixon

Project Description:

Background: The Trades District Technology Center is a concept being developed for US EDA CARES Act grant funds to aid COVID-19 economic recovery and grow future tech employment in South Central Indiana. The Bloomington Economic Development Corporation (BEDC) and City of Bloomington are collaborating to develop this application, with BEDC as the lead applicant. In September, 2021, the EDA awarded the project a \$3.5 million grant.

Project overview: The Trades District Technology Center will support South Central Indiana employment growth in strong and emerging clusters and commercialization of technology. The Center will create a technology hub by providing:

1. **Programming and services:** Commercialization programming will help tech companies grow and develop the region's economic competitiveness through future-focused, diverse employment options in technology.
2. **Space:** Class A office space will house growing and established tech companies, providing possible amenities like labs or meeting spaces.

Target audience: This Center will create a hub for technology companies that are beyond the startup phase, with services and space for growing and mature firms.

Location: Bloomington Trades District.

Model: A nonprofit entity will be established to run the Center.

Connection to COVID-19 recovery: This project will aid recovery through support for a future-focused industry and the creation of good paying jobs.

Competitive advantage: Tech is best positioned to benefit from this center as:

- The tech sector is still growing across our region
- Technology applies across almost all sectors
- It requires less infrastructure and resources compared to other sectors
- Tech and defense are tied to two key public sources of technology development: Indiana University Bloomington and NSA Crane.

Project Timeline: **Start Date:** **July 2020**
 End Date: **April 2025**

Financial Information:

Estimated full cost of project:	\$2,101,360.00
Sources of funds:	Consolidated TIF

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

Step	Description	Quoted Cost	Timeline
1.	Application Project Management	\$3,000	July/Aug. 2020
2.	NEPA Consultant	\$8,650	August 2020
2a.	Added NEPA Services	\$21,740	Jan.2021
3.	Architecture/Engineering (Pre-App)	\$38,000	September 2020
3a.	Added A/E Services	\$29,970	January 2021
4.	<u>Design/Construction Match</u>	Est. \$2,000,000	2021-Dec 2022
4a	Design Services	\$500,000	2022-2025
	With First Amendment	\$403,082.50	
		\$411,532.50	

TIF District: Consolidated TIF (Expanded Downtown)

Resolution History: 20-45 Project Review and Approval (August 3, 2020)
 20-54 Approval of Third Addendum for Project Manager
 20-60 Agreement with NEPA Consultant
 20-61 Agreement with Axis Architecture for Design Services
 21-05 Amendment with Axis for Design Services
 21-06 Amendment with NEPA Consultant Little River
 22-06 Amended Project Review and Approval Form
 22-15 Agreement with Axis Architecture for Phase II Design
 22-96 Amendment to Agreement with Axis Architecture

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**24-90
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**AMENDMENT TO AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES
WITH AXIS ARCHITECTURE INTERIORS, LLC FOR THE FORGE**

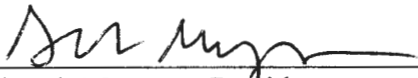
- WHEREAS, on August 3, 2020, the Redevelopment Commission of the City of Bloomington (“RDC”) approved a Project Review & Approval Form (“Form”) authorizing services related to a match required by the terms of a federal EDA CARES Act grant to construct a tech center in the Trades District, now known as The Forge (“Project”); and
- WHEREAS, in Resolution 22-15, the RDC approved an Agreement with Axis Architecture Interiors, LLC (“Axis”) to provide the design services for the Project (“Agreement”), which was first amended in Resolution 22-96; and
- WHEREAS, the total amount for the Agreement as amended was \$411,532.50; and
- WHEREAS, staff have negotiated a second amendment to the Agreement to add reimbursable expenses that were not initially contemplated when the Agreement was approved, including travel reimbursement, blueprints, detailed printing, etc. (“Additional Services”); and
- WHEREAS, Axis along with City staff have determined that the Additional Services will require an additional \$6,208.26 in the Second Amendment to the Agreement (“Amendment”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, this Amendment will bring the total amount for the Agreement from \$411,532.50 to \$417,740.76; and
- WHEREAS, Staff has brought the RDC an Amended Project Review and Approval Form that updates the cost estimate for the Project, and is attached to this Resolution as Exhibit B; and
- WHEREAS, an explanation of the Additional Services is attached to this Resolution as Exhibit C; and
- WHEREAS, the RDC has available funds within the Consolidated TIF to pay for the Services;

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

1. The RDC reaffirms its approval of the Project to construct The Forge as a technology center in the Trades District.

2. The RDC hereby approves the Amendment to the Agreement, which is attached to this Resolution as Exhibit A, for the Additional Services to be compensated in an amount not to exceed an additional Six Thousand Two Hundred Eight Dollars and Twenty-Six Cents (\$6,208.26). This brings the total amount under the Agreement as amended to an amount not to exceed \$417,740.76 to be paid in accordance with the terms of the Agreement.
3. All invoices shall be reviewed and approved by the Department of Economic and Sustainable Development and the Controller's office pursuant to the RDC and City of Bloomington's normal acquisition procedures, and the funding used for the Services shall come from the Consolidated TIF (Downtown).
4. The funding authorizations contained in this Resolution shall terminate on April 30, 2025, unless otherwise extended by the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION



Deborah Myerson, President

ATTEST:



John West, Secretary

12/16/24

Date

**SECOND AMENDMENT TO AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
AND
AXIS ARCHITECTURE INTERIORS, LLC
FOR
PHASE II ARCHITECTURE/ENGINEERING SERVICES**

WHEREAS, on March 16, 2022, the City of Bloomington and the Bloomington Redevelopment Commission (collectively the "City") and Axis Architecture Interiors, LLC ("Consultant") entered into an "Agreement between the City of Bloomington and Axis Architecture Interiors, LLC for Architecture/Engineering Services" ("Agreement"); and

WHEREAS, the Agreement related to the City's CARES Act grant from the Economic Development Agency ("EDA") to construct a technology center in the Trades District (the "Project"); and

WHEREAS, the services provided for under the Agreement involved design services for the Project as labeled Phase II; and

WHEREAS, as part of the project there were additional reimbursable services that were not contemplated at the time of the original Agreement, including travel, printing services, plotting, blueprinting, and laser printing ("Additional Services"); and

WHEREAS, the amount necessary to cover the Additional Services shall not to exceed Six Thousand Two Hundred Eight Dollars and Twenty-Six Cents (\$6,208.26); and

WHEREAS, pursuant to Article 26 of the Agreement, the Agreement may be modified by written amendment signed by both parties;

NOW, THEREFORE, the parties agree to amend the original Agreement for Phase II Architectural/Engineering Services as follows:

1. Article 1. Scope of Services Consultant shall perform Additional Services.

2. Article 4. Compensation The City shall pay Consultant for all fees and expenses in an amount not to exceed a total of **Four Hundred Seventeen Thousand Seven Hundred Forty Dollars and Seventy-Six Cents (\$417,740.76)**. The amended not-to-exceed total represents an increase of Six Thousand Two Hundred Eight Dollars and Twenty-Six Cents (\$6,208.26) from the previous not-to-exceed total of \$411,532.50.

All remaining terms of the original contract are unchanged by this amendment and are fully enforceable.

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date first set forth.

CITY OF BLOOMINGTON

Signed by:

Margie Rice, Corporate Counsel

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Margie Rice, Corporation Counsel

AXIS ARCHITECTURE INTERIORS, LLC

DocuSigned by:

Drew White

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Drew White, Founding Partner

BLOOMINGTON
REDEVELOPMENT COMMISSION

Deborah Myerson

Deborah Myerson, President

EXHIBIT A
(Amended Scope of Services)

See attached.

STUDIOAXIS
618 East Market Street
Indianapolis, IN 46202



December 9, 2024

Jane Kupersmith
Director, Economic and Sustainable Development
City of Bloomington
401 North Morton Street, Suite 150
Bloomington, IN 47404

Re: Bloomington Trades Technology Center – Reimbursable Expenses

Jane,

Per the Redevelopment Commission's request, let this letter serve as a brief statement regarding reimbursable expenses for the recently completed Bloomington Trades Technology Center project.

The project scope and extended timeline were factors in incurring additional reimbursable expenses. Per the client's request, a variance was filed during the design period to allow inclusive restrooms in the building. The project also underwent periods of holding during the design, pausing for the City to finalize the program and use of the building and bring a construction manager on board, which extended the project's duration.

StudioAXIS had two agreements with the City of Bloomington for this project. The agreement dated August 28, 2020, for the Phase 1 EDA Grant had a Not-to-Exceed amount for reimbursable expenses of \$2,500. The second agreement, dated March 16, 2022, for Phase 2 of the building's design, did not have a not-to-exceed amount for reimbursable expenses.

We enjoyed working on this project and do not hesitate to ask any further questions.

Respectfully,

A handwritten signature in black ink, reading 'Ashley Thornberry'.

Ashley Thornberry
Associate Partner
STUDIOAXIS

CC: Larry Allen, Susan Coates
File



City of Bloomington
Redevelopment Commission
Amended Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Economic Development Administration Grant 2020 – Trades District Technology Accelerator (PWEAA2020)

Project Manager(s): Jane Kupersmith, Chaz Mottinger, John Fernandez (Dimension Mill, Inc.)

Project Description:

Background: The Trades District Technology Center (“The Forge”) is a concept being developed for US EDA CARES Act grant funds to aid COVID-19 economic recovery and grow future tech employment in South Central Indiana. The Bloomington Economic Development Corporation (BEDC) and City of Bloomington are collaborating to develop this application, with BEDC was the lead applicant. In September, 2021, the EDA awarded the project a \$3.5 million grant.

Project overview: The Forge will support South Central Indiana employment growth in strong and emerging clusters and commercialization of technology. The Forge will create a technology hub by providing:

1. **Programming and services:** Commercialization programming will help tech companies grow and develop the region’s economic competitiveness through future-focused, diverse employment options in technology.
2. **Space:** Class A office space will house growing and established tech companies, providing possible amenities like labs or meeting spaces.

Target audience: The Forge will create a hub for technology companies that are beyond the startup phase, with services and space for growing and mature firms.

Location: Bloomington Trades District.

Competitive advantage: Tech is best positioned to benefit from this center as:

- The tech sector is still growing across our region
- Technology applies across almost all sectors
- It requires less infrastructure and resources compared to other sectors

- Tech and defense are tied to two key public sources of technology development: Indiana University Bloomington and NSA Crane.

Project Timeline: **Start Date:** **July 2020**
 End Date: **April 2025**

Financial Information:

Estimated full cost of project:	\$12,768,948.00
Sources of funds:	Consolidated TIF - \$5,898,917 (Orig. \$2,101,360 + \$3,797,557 Gap Funding)
	CRED/General Fund - \$3,061,391
	CTP Fund - \$400,000
	EDA Grant - \$3,500,000
	CBU Green Infrastructure - \$310,000

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

Step	Description	Quoted Cost	Timeline
1.	Application Project Management	\$3,000	July/Aug. 2020
2.	NEPA Consultant	\$8,650	August 2020
2a.	Added NEPA Services	\$21,740	Jan.2021
3.	Architecture/Engineering (Pre-App)	\$38,000	September 2020
3a.	Added A/E Services	\$29,970	January 2021
4.	<u>Design</u>		2021-2025
4a	Design Services – Axis Architecture	\$411,532.50 \$417,740.76	2022-2024
4b	Solar Design – MPI Solar	\$1,900	2024
5	Construction Manager – Weddle Brothers	\$15,000 + 1.85% of Project	2023-2025
6	Construction	\$10,601,942	2023-2025
7	LEED Commissioning – Applied Engineering Services	\$47,000	2023-2025
8	Dimension Mill Partnership Agreement (CTP Fund)	\$400,000	2023-2024
9.	Access Control and Video Monitoring – Tech Electronics of Indiana, LLC	\$15,687.00	2024-2025

TIF District: Consolidated TIF (Expanded Downtown)

Resolution History: 20-45 Project Review and Approval (August 3, 2020)

Redevelopment Commission Resolution 24-90
Exhibit B

- 20-54 Approval of Third Addendum for Project Manager
- 20-60 Agreement with NEPA Consultant
- 20-61 Agreement with Axis Architecture for Design Services
- 21-05 Amendment with Axis for Design Services
- 21-06 Amendment with NEPA Consultant Little River
- 22-06 Amended Project Review and Approval Form
- 22-15 Agreement with Axis Architecture for Phase II Design
- 22-96 Amendment to Agreement with Axis Architecture
- 23-05 Partnership Agreement with Dimension Mill, Inc. (DMI)
- 23-41 Amendment to Partnership Agreement with DMI and Approval of
Funding for Construction Manager as Advisor and LEED
Commissioning Agent
- 23-63 Approval of MOU with CBU for Green Roof Infrastructure
- 23-72 Approval of Amended Project Review Form
- 23-74 Approval of Contracts for Bid Packages #1
- 23-75 Approval of Contracts for Bid Packages #2 and #4
- 23-93 Approval of Contracts for Bid Package #7
- 23-94 Approval of Contracts for Bid Package #8
- 23-95 Approval of Contracts for Bid Package #9
- 24-31 Approval of Model Lease
- 24-43 Agreement with MPI Solar for Solar Design
- 24-84 Agreement with Tech Electronics for Access Control
- 24-90 Second Amendment to Design Agreement with Axis

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

24-06
RESOLUTION OF THE
PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
CENTERSTONE OF INDIANA, INC.
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON

APPROVAL OF THE SECOND AMENDMENT TO CENTERSTONE AGREEMENT
FOR REPAIR/REPLACEMENT OF FIRE SPRINKLER SYSTEM

WHEREAS, in Resolution 23-101 (“2023 Resolution”), executed on or about December 4, 2023, the Redevelopment Commission approved a Funding Agreement with Centerstone of Indiana, Inc. in the amount of \$183,782.10 to repair/replace the emergency fire sprinkler system at 645 S. Rogers St, Bloomington, and strip, seal, and repaint the exterior of the building at 221 N. Rogers St, Bloomington.; and

WHEREAS, the project’s original scope for the fire sprinkler repair to the 645 S. Rogers property was intended to be limited to repairing/replacing the second floor sprinkler, although the 2023 Resolution does not expressly limit the scope to the second floor sprinkler system of the building; and

WHEREAS, the parties agree that funding originally provided for the project’s original scope was insufficient to repair/replace the sprinkler system on additional levels of 645 S. Rogers St.; and

WHEREAS, after additional guidance from the U.S. Department of Housing and Urban Development, the parties agree to separate the original agreement into three separate project agreements by project location and scope of work (645 & 221). The following provisions shall apply, and the Original Agreement shall be deemed amended as of the Effective Date as follows:

NOW, THEREFORE BE IT RESOLVED that the Redevelopment Commission hereby approves the following Amendments to the 2023 Resolution, attached hereto as Exhibit A, as follows:

1. **Scope of Services (645).** Paragraph I(A) of the 2023 Resolution shall include the following additional services:

Project funds can be used to remove and replace any item related to the fire sprinkler system on the first floor and basement levels located at 645 S. Rogers St., Bloomington, IN.

2. **Payment (645).** Paragraph III of the 2023 Resolution shall be amended as follows:

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Two Hundred thousand Dollars (\$200,000.00). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

All additional provisions of the 2023 Resolution not modified herein remain in full force and effect.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**Amendment #2 to Physical Improvement Community Development Block Grant Agreement
Between Centerstone of Indiana, Inc., and
Housing and Neighborhood Development Department, City of Bloomington**

This Amendment is made and entered into this ____ day of January, 2025, by and between the City of Bloomington Housing and Neighborhood Development Department (“Grantee”) and Centerstone of Indiana, Inc. (“Subrecipient”).

WHEREAS, on December 4, 2023, Grantee and Subrecipient, entered into that certain *Physical Improvement Community Development Block Grant Agreement Between Centerstone of Indiana, Inc. and Housing and Neighborhood Development Department, City of Bloomington*. (the “Agreement”); and

WHEREAS, the project’s original scope for the fire sprinkler repair to the 645 S. Rogers property was intended to be limited to repairing/replacing the second floor sprinkler, although the 2023 Resolution does not expressly limit the scope to the second floor sprinkler system of the building; and

WHEREAS, the parties agree that funding originally provided for the project’s original scope was insufficient to repair/replace the sprinkler system on additional levels of 645 S. Rogers St.; and

WHEREAS, Grantee and Subrecipient wish to amend the Scope of Service in Section I.A. of the 2023 Agreement; and

WHEREAS, pursuant to Section V.F. of said Agreement, the Grantee and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to the original Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee’s governing body.

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

1. **Scope of Services.** Paragraph I(A) of the 2023 Resolution shall be limited to the following services, referred to as “Phase I”:

Project funds can be used to remove and replace any item related to the fire sprinkler system on any level located at 645 S. Rogers St., Bloomington, IN.

2. **Payment.** Paragraph III of the 2023 Resolution shall be amended as follows:

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

2. All original terms of the Agreement not expressly modified herein will remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, this Amendment is effective upon signature by both partners.

Bloomington Redevelopment Commission Centerstone of Indiana, Inc.

Deborah Myerson, President

Suzanne Koesel, Executive Director

John West, Secretary

Terrye Davidson, Board Chair

**25-07
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

APPROVAL OF CDBG FUNDING FOR THE REPLACEMENT OF SIDING AT LIFEDESIGNS

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-24-MC-18-0013 for physical improvement activities; and,

WHEREAS, funds to rehabilitate all siding in LifeDesigns oldest affordable housing apartments, built in 1991. This is to include all 12 units, consisting of six townhouses: 1814/1816, 1818/1820, 1842/1844, 1846/1848, 1850/1852, and 1854/1856 S. Covey Ln, Bloomington, IN 47401. The intent is to preserve the integrity of the buildings for its residents by replacing the original, old, damaged siding owned by LifeDesigns, Inc. have been approved from said source, and,

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

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

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission LifeDesigns, Inc. to rehabilitate all siding in LifeDesigns oldest affordable housing apartments, built in 1991. This is to include all 12 units, consisting of six townhouses: 1814/1816, 1818/1820, 1842/1844, 1846/1848, 1850/1852, and 1854/1856 S. Covey Ln, Bloomington, IN 47401. The intent is to preserve the integrity of the buildings for our residents by replacing the original, old, damaged siding, is approved for an amount not to exceed **EIGHTY SIX THOUSAND FIVE HUNDRED FIFTEEN AND 00/100 DOLLARS (\$ 86,515.00).**

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

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

risks funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

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

THIS AGREEMENT, entered into this ____ day of January, 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, 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 # B24MC180013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2024 Community Development Block Grant (CDBG) funds to rehabilitate all siding in LifeDesigns, Inc. oldest affordable housing apartments, built in 1991. This is to include all 12 units, consisting of six townhouses: 1814/1816, 1818/1820, 1842/1844, 1846/1848, 1850/1852, and 1854/1856 S. Covey Ln, Bloomington, IN 47401. The intent is to preserve the integrity of the buildings for its residents by replacing the original, old, damaged siding, and any supporting components. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

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

B. National Objectives

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

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

Benefit to Low/Moderate Income Housing (LMH)
24 CFR 570.208(a)(3)

Tenant demographic and income verification.

C. Performance Monitoring

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

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **December 1, 2025** unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **Eighty Six Thousand Five Hundred Fifteen and 00/100 Dollars (\$ 86,515.00)**. 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 Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: swinneym@bloomington.in.gov Tel: (812) 349-3401	Cindy Fleetwood, Director of Facilities LifeDesigns/DSI Services 200 E. Winslow Bloomington, IN 47401 Contact Name: Cindy Fleetwood Email: cfleetwood@dsiserves.org 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; and,
 - i. Submit performance measurements as required by HUD.
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K:
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
 3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
 4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
 - ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☐ The Subrecipient shall maintain beneficiary data demonstrating project eligibility using the area benefit data. Such information shall be made available to Grantee monitors or their designees for review upon request.

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

C. Reporting and Payment Procedures

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

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

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

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

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

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

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

B. Equal Employment and Affirmative Action

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

C. Davis Bacon and Related Acts

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

D. Contract Work Hours and Safety Standards Act

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

E. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit G, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 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. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

VIII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

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

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

- 1. 570.600 General
- 2. 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

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

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

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

A. Unique Entity Identifier (UEI)

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

B. System for Award Management (SAM)

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

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

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

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

C. Executive Compensation

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

X. Environmental Conditions

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

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

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

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

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

XI. BUILD AMERICA, BUY AMERICA ACT (BABAA)

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

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

XII. SEVERABILITY

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

XIII. ATTACHMENTS

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

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

**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

LIFEDESIGNS, INC:

By:

By:

Deborah Myerson, President

Cindy Fleetwood, Director

By:

By:

John West, Secretary

Board Chairperson

**25-08
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF CDBG FUNDING TO REPAIR/REPLACE FLOORING IN MONROE
COUNTY UNITED MINISTRIES COMPASS EARLY LEARNING CENTER**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-24-MC-18-0013 for physical improvement activities, and,

WHEREAS, funds to replace flooring in the areas of the Compass Early Learning Center that were not updated in 2023 and to improve the Self- Sufficiency Center facility that is owned by Monroe County United Ministries (MCUM) have been approved from said source, and,

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

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

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and Monroe County United Ministries (MCUM) to repair/ replace flooring in the areas of the Compass Early Learning Center that were not updated in 2023 and to improve the Self- Sufficiency Center facility, is approved for an amount not to exceed **FORTY EIGHT THOUSAND SEVEN HUNDRED SEVENTY ONE AND 00/100 DOLLARS (\$48,771.00).**

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

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

[signatures on following page]

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
MONROE COUNTY UNITED MINISTRIES (MCUM) AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this ____ day of January, 2025 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and Monroe County United Ministries (MCUM) a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 827 West 14th Court, Bloomington, IN, 47404, (herein called the “Subrecipient”), WITNESSETH:

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

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B24MC180013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2024 Community Development Block Grant (CDBG) funds to replace flooring and any supporting components in the areas of the Compass Early Learning Center that were not updated in 2023 and to add modular office space, flooring, and any supporting components at the Self- Sufficiency Center facility. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

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

B. National Objectives

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

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

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

Beneficiary demographic and income verification.

C. Performance Monitoring

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

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **December 1, 2025** unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **FORTYEIGHT THOUSAND SEVEN HUNDRED SEVENTY ONE AND 00/100 DOLLARS (\$48,771.00)**. 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 Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: swinneym@bloomington.in.gov Tel: (812) 349-3401	Katie Broadfoot, Executive Director Monroe County United Ministries (MCUM) 827 West 14th Court Bloomington, IN 47404 Contact Name: Camden Hill Email: chill@mcum.org Tel: (812) 339-3429

If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

V. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor”

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Grantor Recognition

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

F. Amendments

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

G. Suspension or Termination

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

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee

may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Reversion of Assets.

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five (5) years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

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

demographics, method for collecting data, and description of services provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

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

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and

deadlines. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

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

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

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

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped

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

B. Equal Employment and Affirmative Action

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

C. Davis Bacon and Related Acts

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

D. Contract Work Hours and Safety Standards Act

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

E. Employment Restrictions

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

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

F. Conduct

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

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

VIII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

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

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

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

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

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

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

A. Unique Entity Identifier (UEI)

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

B. System for Award Management (SAM)

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

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

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

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

C. Executive Compensation

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

X. Environmental Conditions

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

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

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

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

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

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

XI. BUILD AMERICA, BUY AMERICA ACT (BABAA)

Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 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.

XII. SEVERABILITY

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

XIII. ATTACHMENTS

A. Exhibit A: 2024 HUD Income Limits

B. Exhibit B: E-Verify Affidavit

- C. Exhibit C: Drug-free Work Place Certification**
- D. Exhibit D: Living Wage Affidavit**
- E. Exhibit E: CDBG Subrecipient Procurement Procedures**
- F. Exhibit F: Federal Construction Contract Provisions**

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

**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

**MONROE COUNTY UNITED MINISTRIES
(MCUM):**

By:

By:

Deborah Myerson, President

Katie Broadfoot, Executive Director

By:

By:

John West, Secretary

Board Chairperson

**25-09
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF CDBG FUNDING AGREEMENT FOR THE INSTALLATION OF SOLAR
PANELS & GENERATOR AT NEW HOPE FAMILY SHELTER**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-24-MC-18-0013 for physical improvement activities, and,

WHEREAS, funds to install rooftop solar panels, generators and any supporting components at the family shelter, located at 1140 S. Morton Street in Bloomington, Indiana have been approved from said source, and,

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

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

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and New Hope for Families, to support the “Ensuring Security and Continuity of Operations” project, located at 1140 S. Morton Street in Bloomington, Indiana, is approved for an amount not to exceed **THIRTY TWO THOUSAND NINE HUNDRED AND EIGHTY NINE DOLLARS AND THIRTY EIGHT CENTS (\$32,959.38)**.

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

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

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

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

THIS AGREEMENT, entered into this ____ day of January, 2025 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and New Hope For Families, a non-profit domestic corporation duly incorporated by the State of Indiana, with its principal place of business located at 1140 S Morton Street, Bloomington, IN, 47403, (herein called the “Subrecipient”), WITNESSETH:

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

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B24MC180013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2024 Community Development Block Grant (CDBG) funds to install rooftop solar panels, generators and any supporting components at the family shelter, located at 1140 S. Morton 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 to CDBG Subrecipient Procurement Procedures.
- b. Begin the project within sixty (60) days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facility as housing for income eligible households for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about household, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement information upon request.
- e. Complete the Project as designed no later than **December 1, 2025**, unless mutually agreed to by all parties.

B. National Objectives

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

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

Benefit to Low/Moderate Income Housing (LMH)
24 CFR 570.208(a)(3)

Tenant demographic and income verification.

C. Performance Monitoring

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

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **December 1, 2025** unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **THIRTY TWO THOUSAND NINE HUNDRED AND FIFTY NINE DOLLARS AND THIRTY EIGHT CENTS (\$32,959.38)**. 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 Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: swinneym@bloomington.in.gov Tel: (812) 349-3401	Emily Pike, Executive Director New Hope For Families 1140 S Morton St Bloomington, IN 47403 Contact Name: James Olsen Email: development@nhffsinc.org Tel: (812) 334-9840

If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

V. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor”

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Grantor Recognition

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

F. Amendments

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

G. Suspension or Termination

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

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee

may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Reversion of Assets.

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five (5) years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

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

demographics, method for collecting data, and description of services provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

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

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and

deadlines. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

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

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

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

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped

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

B. Equal Employment and Affirmative Action

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

C. Davis Bacon and Related Acts

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

D. Contract Work Hours and Safety Standards Act

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

E. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as Exhibit G, affirming that Subrecipient does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 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. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

VIII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

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

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

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

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

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

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

A. Unique Entity Identifier (UEI)

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

B. System for Award Management (SAM)

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

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

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

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

C. Executive Compensation

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

X. Environmental Conditions

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

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

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

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

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

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

XI. BUILD AMERICA, BUY AMERICA ACT (BABAA)

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

This Agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured

products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

A. Additional Federal Funding

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

B. Compliance with BABAA Requirements

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

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

XII. SEVERABILITY

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

XIII. ATTACHMENTS

A. Exhibit A: 2024 HUD Income Limits

B. Exhibit B: E-Verify Affidavit

C. Exhibit C: Drug-free Work Place Certification

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

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

**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

NEW HOPE FOR FAMILIES:

By:

By:

Deborah Myerson, President

Emily Pike, Executive Director

By:

By:

John West, Secretary

Board Chairperson

**25-10
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF CDBG FUNDING FOR THE CONSTRUCTION OF THE SUMMIT HILL
EARLY LEARNING CENTER AND INSTALLATION OF OUTDOOR
CLASSROOM/PLAYGROUND**

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-24-MC-18-0013 for physical improvement activities, and,

WHEREAS, funds to purchase/install the playground, playground wall, and fencing. The two-story building will be built at the northeast corner of 14th St. and Monroe St. at 1020 N. Monroe Street owned by Summit Hill Community Development Corporation have been approved from said source, and,

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

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

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and Summit Hill Community Development Corporation to assist in the construction of its Early Learning Center and to purchase/install the playground, playground wall, and fencing. The two-story building will be built at the northeast corner of 14th St. and Monroe St. at 1020 N. Monroe Street, is approved for an amount not to exceed **ONE HUNDRED AND FORTY EIGHT THOUSAND NINE HUNDRED EIGHTY SEVEN DOLLARS AND FIFTY-SEVEN CENTS (\$148,987.57).**

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

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

Any activities within the scope of a project approved in this resolution that begin prior to the completion of the environmental review or funding agreement execution may be a risk of a choice limited action that risks funding. Subrecipients are to coordinate with City CDBG program staff to appropriately plan project timelines.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

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

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

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

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B24MC180013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2024 Community Development Block Grant (CDBG) funds purchase/install the playground, playground wall, and fencing. The two-story building will be built at the northeast corner of 14th and Monroe Streets at 1020 N. Monroe Street. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

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

B. National Objectives

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

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

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

Beneficiary demographic and income verification.

C. Performance Monitoring

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

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **December 1, 2025** unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **ONEHUNDRED AND FORTY EIGHT THOUSAND NINE HUNDRED EIGHTY SEVEN DOLLARS AND FIFTY SEVEN CENTS (\$148,987.57)**. Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

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

Grantee:	Subrecipient:
Matthew Swinney, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: swinneym@bloomington.in.gov Tel: (812) 349-3401	Katherine Gazunis, Executive Director Summit Hill Community Development Corporation 1007 N. Summit Street Bloomington, IN 47404 Contact Name: Nathan Ferreira Email: nferreira@blha.net Tel: (812) 545-7041

If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

V. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

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

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

C. Hold Harmless

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

D. Workers’ Compensation

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

E. Grantor Recognition

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

F. Amendments

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

G. Suspension or Termination

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

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or

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

H. Reversion of Assets.

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five (5) years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

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

demographics, method for collecting data, and description of services provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

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

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit claims to the Grantee based upon progress of the project pursuant to the Grantee's claim procedures and

deadlines. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Progress Report.

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

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

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

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped

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

B. Equal Employment and Affirmative Action

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

C. Davis Bacon and Related Acts

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

D. Contract Work Hours and Safety Standards Act

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

E. Employment Restrictions

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

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

F. Conduct

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

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

VIII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

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

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

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

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

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

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

A. Unique Entity Identifier (UEI)

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

B. System for Award Management (SAM)

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

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

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

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

C. Executive Compensation

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

X. Environmental Conditions

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

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

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

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

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

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

XI. BUILD AMERICA, BUY AMERICA ACT (BABAA)

Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 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. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

A. Additional Federal Funding

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

B. Compliance with BABAA Requirements

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

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

XII. SEVERABILITY

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

XIII. ATTACHMENTS

A. Exhibit A: 2024 HUD Income Limits

B. Exhibit B: E-Verify Affidavit

C. Exhibit C: Drug-free Work Place Certification

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

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

**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

**SUMMIT HILL COMMUNITY DEVELOPMENT
CORPORATION:**

By:

By:

Deborah Myerson, President

Katherine Gazunis, Executive Director

By:

By:

John West, Secretary

Board Chairperson

25-11
RESOLUTION OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF THE AMENDMENT TO BOYS & GIRLS CLUB AGREEMENT FOR
THE INSTALLATION OF SAFETY EQUIPMENT, SECURITY CAMERAS &
MONITORING EQUIPMENT

WHEREAS, in Resolution 22-69, the Redevelopment Commission approved a Funding Agreement with the Boys & Girls Club of Bloomington to install safety equipment, security cameras, and monitoring equipment at 803 N. Monroe St., and

WHEREAS, the project was due to be completed by December 30, 2023 in accordance with the Funding Agreement, and

WHEREAS, complications have arisen as a result of having employee staffing issues which have necessitated an extension of the December 30, 2025, deadline;

NOW, THEREFORE BE IT RESOLVED that the Redevelopment Commission hereby approves the Amendment to the Agreement attached hereto as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**FIRST AMENDMENT TO PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**

This *First Amendment to Physical Improvement Community Development Block Grant Agreement* (“First Amendment”) is hereby entered by and between the City of Bloomington Housing and Neighborhood Development Department (“Grantee”), and Boys & Girls Clubs of Bloomington, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 803 N. Monroe Street, Bloomington, Indiana 47404 (“Subrecipient”) on this ____ day of _____, 2024.

WHEREAS, the Grantee and Subrecipient entered into that certain *Physical Improvement Community Development Block Grant Agreement Between Boys & Girls Clubs of Bloomington, Inc. and Housing and Neighborhood Development Department City of Bloomington* (“Agreement”) on or about November 10, 2022;

WHEREAS, Subrecipient was awarded \$75,000 under the Agreement to install safety equipment, additional security cameras, and monitoring equipment on or before December 30, 2023;

WHEREAS, Complications have arisen as a result of having employee turnover in multiple positions which have necessitated an extension of the December 30, 2023 deadline in the Agreement;

WHEREAS, Grantee and Subrecipient mutually agree to extend the deadline in the Agreement to December 30, 2025; and

WHEREAS, an extension of the deadline in funding in the Agreement is necessary and in the public interest.

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

1. Article I. A. 2. e. shall be amended as follows:
Delete “December 30, 2023” in its entirety and replace with “December 30, 2025”.

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

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

Deborah Myerson, President
Redevelopment Commission

Date

John West, Secretary
Redevelopment Commission

Date

Anna Killion-Hanson, Director
Housing and Neighborhood Development

Date

Jeff Baldwin, Executive Director
Boys & Girls Club

Date

Lori Todd, President Board of Directors
Boys & Girls Club

Date

22-69
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

COMMUNITY DEVELOPMENT BLOCK GRANT FOR BOYS AND GIRLS CLUB

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

WHEREAS, staff recommends that the funds to make safety and security upgrades at 1111 W. 12th Street owned by the Boys & Girls Clubs of Bloomington, Inc., be approved from said source; and

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

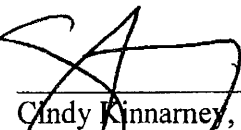
WHEREAS, a Community Development Block Grant Funding Agreement for Physical Improvements has been presented to the Bloomington Redevelopment Commission for consideration and is attached to this Resolution; and

WHEREAS, said Agreement has been duly considered.

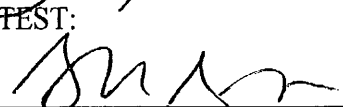
NOW, THEREFORE, BE IT RESOLVED BY THE BLOOMINGTON REDEVELOPMENT COMMISSION THAT:

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and Boys & Girls Clubs of Bloomington, Inc. to make safety and security upgrades at 1111 W. 12th Street, is approved for an amount not to exceed Seventy Five Thousand Dollars (\$75,000.00).

BLOOMINGTON REDEVELOPMENT COMMISSION



Cindy Kinnarney, President

ATTEST:


Deborah Myerson, Secretary

11/7/2021

Date

**PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
BOYS & GIRLS CLUBS OF BLOOMINGTON, INC.
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this ____ day of November, 2022 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the "Grantee") and BOYS & GIRLS CLUBS OF BLOOMINGTON, Inc. a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 803 N. Monroe Street, Bloomington, IN, 47404, (herein called the "Subrecipient"), WITNESSETH:

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

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

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

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

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2022 Community Development Block Grant (CDBG) funds to make safety and security upgrades at 1111 W. 12th St (the Property). 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 shall maintain project and financial records documenting the eligibility, provision of services, expenditures relative to the Project and program income (if applicable) and compliance with the National Objectives as defined herein.

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG procurement procedures.

- b. Begin the project within 60 days of the execution of this funding agreement.
- c. Maintain the facility as a pre-school childcare facility that serves income eligible working families 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 program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than **December 30, 2023**, unless mutually agreed to by all parties.

B. National Objectives

The Subrecipient hereby certifies that the activity carried out with funds provided under this Agreement will meet the CDBG program's National Objectives of serving low income households (as defined in 24 CFR Part 570.208). Current CDBG income levels are attached as Exhibit A. The Subrecipient will be notified by the Grantee if and when these incomes levels change. To certify continual compliance with the National Objectives through the life of the Covenant for Deed Restrictions in effect for this funding source, the Subrecipient will have each client complete a *Client Information Form for CDBG Funds* (Exhibit B) and submit an Annual Client Profile summary (Exhibit C).

C. Performance Monitoring

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

II. TERM OF AGREEMENT

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

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Seventy Five Thousand Dollars (\$75,000.00). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

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

Grantee: Matthew Swinney, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: swinneym@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Jeff Baldwin, Executive Director Boys & Girls Clubs of Bloomington, Inc. 803 N. Monroe St Bloomington, IN 47404 Email: jbaldwin@bgcbloomington.org Tel: (812) 332-5311
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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. 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 30 days after completion of

the project. 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 report.
- d. Beneficiary information (if applicable)
- e. Certified payrolls
- f. Section 3 Report
- g. MBE/WBE Report

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.

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 shall be terminated and

the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

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

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

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

C. Davis Bacon and Related Acts

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

D. Contract Work Hours and Safety Standards Act

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

established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant section 553, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

E. Employment Restrictions

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

F. Conduct

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

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

- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

VIII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

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

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

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

A. Data Universal Numbering System (DUNS)

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

B. System for Award Management (SAM)

XI. ATTACHMENTS

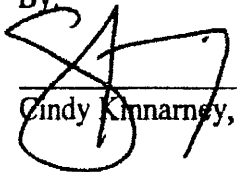
- A. Exhibit A: 2022 HUD Income Limits**
- B. Exhibit B: 2022 Client Information and Income Form for CDBG Funds (if applicable)**
- C. Exhibit C: 2022 Client Summary Profile Reporting Form (if applicable)**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract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

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

**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

**BOYS & GIRLS CLUBS OF BLOOMINGTON,
INC.:**

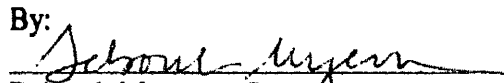
By:

 11-7-22
Cindy Kinnarney, President

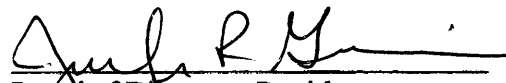
By:


Jeff Baldwin, Executive Director

By:


Deborah Myerson, Secretary

By:


Board of Directors, President

11/10/2022

**25-12
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

COMMUNITY DEVELOPMENT BLOCK GRANT FOR BEACON, INC.

**APPROVAL OF CDBG FUNDING AGREEMENT FOR FRIEND'S PLACE EMERGENCY
SHELTER OPERATED BY BEACON, INC.**

WHEREAS, Community Development Block Grant funds are available under Grant No. B-25-MC-1 8- 0013 for public service activities; and

WHEREAS, staff recommends that the RDC approve funds for the Friend's Place Emergency Shelter operated by Beacon Inc.; and

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

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

WHEREAS, said Agreement has been duly considered;

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Beacon Inc. for the provision of services for the Friend's Place Emergency Shelter is approved for an amount not to exceed Seventeen Thousand One Hundred Sixty One Dollars and Sixty One Cents (\$17,161.61).

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

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

THIS AGREEMENT, entered into this _____ day of _____, 2024, by and between the City of Bloomington Housing and Neighborhood Development Department (“Grantee”) and Beacon, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 620 S. Walnut Street, Bloomington, Indiana (“Subrecipient”).

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

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Friend’s Place Emergency Shelter program during CDBG Year 2024-2025 in a manner satisfactory to Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

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

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

☐ Presumed benefit: _____

☐ Income Eligibility: _____

☒ Activity Nature and Location: Service is a Homeless Shelter also providing case management services. Located in an accessible area within the city limits of Bloomington, and on bus line, in close proximity to other social service resources accessed by LMI households. Demographic data will be collected to document that 51% or more of households served meet CDBG eligibility.

See Exhibit B for 2024 Income Limits.

C. Levels of Accomplishment

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

Activity	Units per Month	Total Units/Year
Activity 1	25	300

Unit of activity is providing one CDBG eligible person with a shelter.

D. Performance Monitoring

Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by 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 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 the required documentation, or failure to submit required documentation in a timely manner.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2024 and end on the 31st day of May, 2025. The last claim for services rendered must be filed before May 9, 2025.

III. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$17,161.61
Per Unit Accomplishment Amount	\$57.21

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by Grantee under this contract shall not exceed **SEVENTEEN THOUSAND ONE HUNDRED SIXTY ONE DOLLARS AND SIXTY ONE CENTS (\$17,161.61)**. Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

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

V. NOTICES

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

Grantee: Anna Killion-Hanson, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Forrest Gilmore, Executive Director 620 S. Walnut Street, Bloomington, Indiana 47402 Tel: (812) 334-5734
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If any contact information changes for the Subrecipient, a written notice of such change must be made to Grantee within three (3) business days of the change.

VI. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. 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 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.

Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys’ fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor’s knowledge or consent.

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

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 Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release 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 Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of Grantee, become the property of 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.

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 Grantee may declare the Subrecipient ineligible for any further participation in 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, 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 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.

I. Program Income

Program Income may be utilized by the Subrecipient according to their Agreement. Program Income includes:

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

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
- g. “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
- h. “Monthly Client Profile Form” each month through May 31, 2024;
- i. Submit performance measurements as required by HUD; and,
- j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.

See Exhibit C for Forms: (1) client information form for CDBG; (2) monthly client information form; (3) close out report.

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 Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
 - ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☒ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

5. Closeout. The Subrecipient's obligations to 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 Grantee), and determining the custodianship of records.
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit to Grantee each month a claim voucher pursuant to Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

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

- June, July, August September, October and November claims must be submitted no later than December 13, 2024.
- December, January and February claims must be submitted no later than March 15, 2025.
- March, April and May claims must be submitted no later than May 12, 2025.

If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

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

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient

shall submit a plan for an Affirmative Action Program to the City for approval prior to the award of funds.

2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as **Exhibit D**, affirming that Subrecipient does not knowingly employ an unauthorized alien. **Attachment D1** is evidence of enrollment in the program. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

D. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from 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 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 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. **See Exhibit E;**
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. Religious Organization. The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

IX. OTHER APPLICABLE FEDERAL REQUIREMENTS

A. CFR 24 Part 570 Subpart K – Other Program Requirements

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

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

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

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

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

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

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

c. **Executive Compensation**

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

D. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement.

Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

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

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

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

No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record ("ERR") must be completed before any funds are obligated. The responsibility for certifying the appropriate ERR and ROF shall

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

X. SEVERABILITY

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

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

Redevelopment Commission

Deborah Myserson, President

Date: _____

John West, Secretary

Date: _____

Beacon Inc.

Forrest Gilmore, Executive Director

Date: _____



Community Development Block Grant (CDBG)

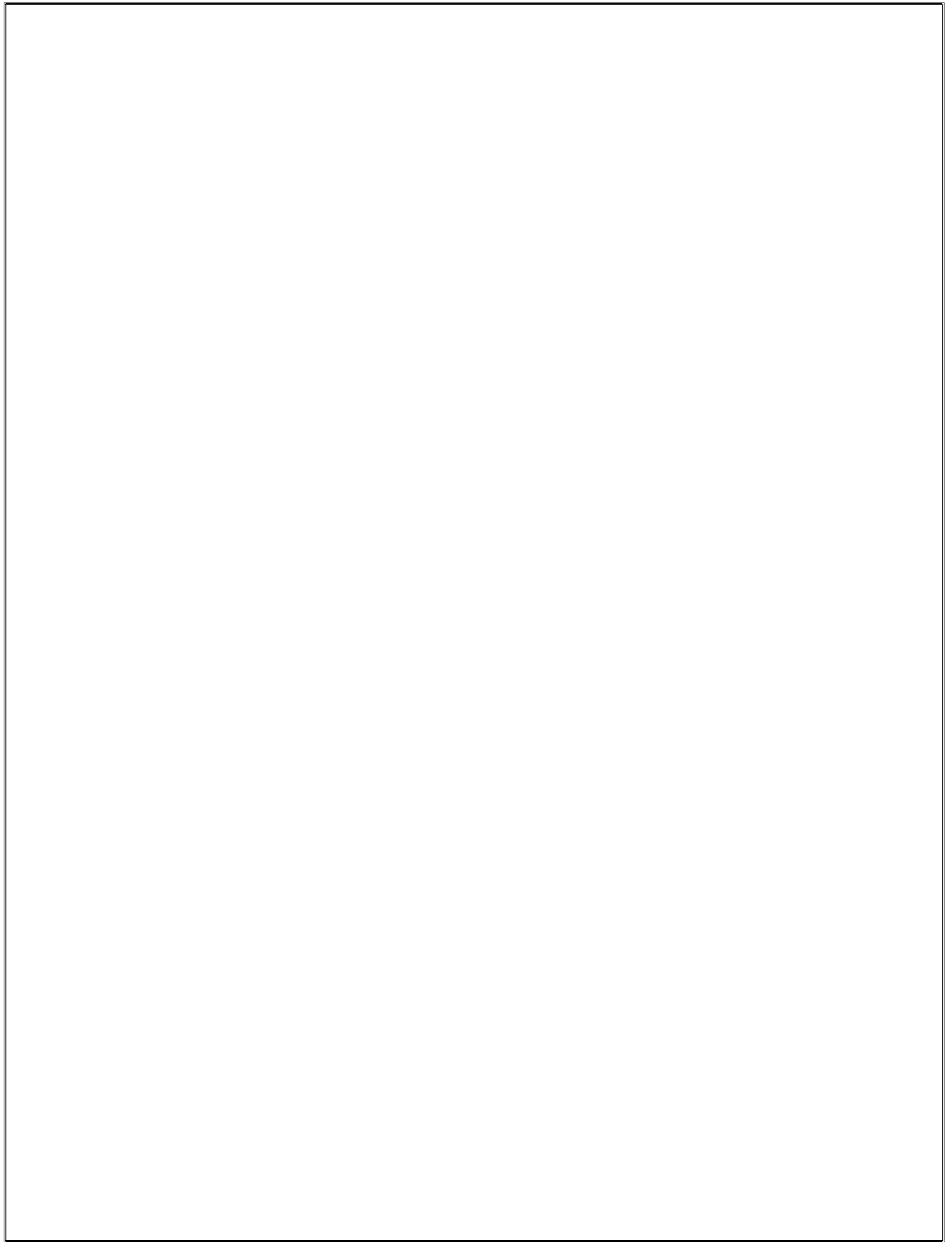
Subrecipient Funding Agreement Exhibits Packet

CDBG 2024 Program Year (Social Services)

Exhibit A	Subrecipient Proposal
Exhibit B	2024 Income Limits
Exhibit C	Reporting Forms (client data; monthly)
Exhibit D	E-verify
Exhibit E	Anti-lobbying

EXHIBIT A

Subrecipient Proposal



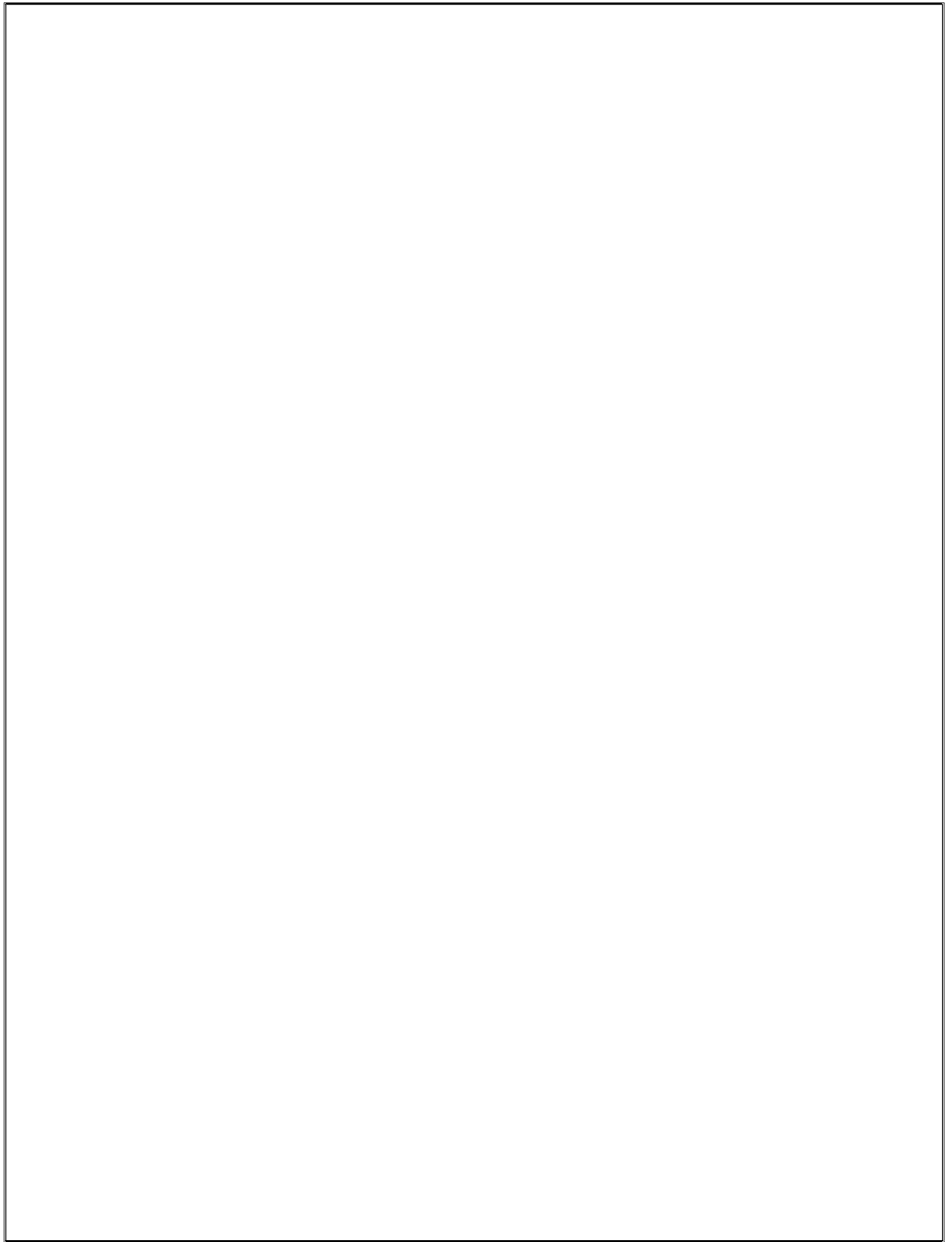


EXHIBIT B

2024 Income Limits

FY 2024 Income Limits Summary

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

EXHIBIT C

Report Forms

EXHIBIT C(1)

Client Information Form for CDBG Funds

IMPORTANT: Please fill out this form only once between May 1, 2024 and May 31, 2025

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

Date: _____

Name: _____

Address: _____

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

☐ Yes
☐ No

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

☐ Yes
☐ No

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

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

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

1 Person	2 Person	3 Person	4 Person	5 Person
<input type="checkbox"/> Under \$20,900	<input type="checkbox"/> Under \$23,850	<input type="checkbox"/> Under \$26,850	<input type="checkbox"/> Under \$29,800	<input type="checkbox"/> Under \$32,200
<input type="checkbox"/> \$20,901 – 34,800	<input type="checkbox"/> \$23,851 – 39,750	<input type="checkbox"/> \$26,851 – 44,700	<input type="checkbox"/> \$29,801 – 49,650	<input type="checkbox"/> \$32,201 – 53,650
<input type="checkbox"/> \$34,801 – 55,650	<input type="checkbox"/> \$39,751 – 63,550	<input type="checkbox"/> \$44,701 – 71,550	<input type="checkbox"/> \$49,651 – 79,450	<input type="checkbox"/> \$53,651 – 85,850
<input type="checkbox"/> over \$55,651	<input type="checkbox"/> over \$63,551	<input type="checkbox"/> over \$71,551	<input type="checkbox"/> over \$79,451	<input type="checkbox"/> over \$85,851

6 Person	7 Person	8 Person
<input type="checkbox"/> Under \$34,600	<input type="checkbox"/> Under \$37,000	<input type="checkbox"/> Under \$39,350
<input type="checkbox"/> \$34,601 – 57,600	<input type="checkbox"/> \$37,001 – 61,600	<input type="checkbox"/> \$39,351 – 65,550
<input type="checkbox"/> \$57,601 – 92,200	<input type="checkbox"/> \$61,601 – 98,550	<input type="checkbox"/> \$65,551 – 104,900
<input type="checkbox"/> over \$92,201	<input type="checkbox"/> over \$98,551	<input type="checkbox"/> over \$104,901

EXHIBIT C(2)

City of Bloomington - Housing and Neighborhood Development (HAND)

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

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

Project Name: _____

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

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

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

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

3. Identify any agency problems or concerns: _____

EXHIBIT C (2) - Instructions

Procedures for tracking data:

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

1. Participant Statistics: Fill in agency name, monthly reporting period and project name.

- Describe participant statistics: This data is a monthly summary of the information reported on the Client Information Form. Client data should be tracked by the number of people served by the program of which you received grant funds.
 - Please allow the client to determine their racial category and ethnic background.
 - Ethnic groups: People from a variety of racial categories self-identify as Hispanic. HUD is collecting this ethnicity data per each category. Not all clients will easily fit into the limited choices available and may opt for Other/Multi-racial.
- New and Unduplicated Clients – This month: This is where you report the total number eligible clients (below 80% AMI) you have served during this specific reporting period. For example, if you served four clients who were all new to your service in June and then served nine clients in July but only six were new to your service, on your July report the cumulative total of New and Unduplicated Clients would be ten.
- New and Unduplicated Clients – Cumulative (ytd): If April is the first month that services are provided, then both monthly and cumulative totals would be the same. For May, the cumulative (ytd) total would be April + May.

2. Describe progress: Describe the activity during this reporting period. Examples might include total hours of client services, a description of services provided, how clients might be progressing, etc. This information will be summarized and reported to HUD through the IDIS system.

3. Identify Any Problems/Concerns: Describe any problems your agency is having at this time. This may include loss of employees, lack of new client participation, etc. Please note any issues and/or concerns you wish to report to HAND.

Area Median Income Definition and information:

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

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

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

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

HUD data for Bloomington, IN effective date May 1, 2024:

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>
Extremely Low Income (At or below 30% AMI)	\$20,900	\$23,850	\$26,850	\$29,800	\$32,200
Very Low Income (31 – 50 % AMI)	\$34,800	\$39,750	\$44,700	\$49,650	\$53,650
Low-Moderate Income (51 – 80% AMI)	\$55,650	\$63,550	\$71,550	\$79,450	\$85,850

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

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

Low-Moderate Income: Between 51-80% AMI – means an individual or family that has an income that is above 50% area median income and at or below 80% area median income. For example, a two person household/family gross annual income would be between \$39,751/year and \$63,550/year.

STATE OF INDIANA)

EXHIBIT D

COUNTY OF MONROE) SS:
)

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)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

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

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Organization:

Street address:

City, State, Zip:

CERTIFIED BY:

TITLE:

**25-13
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

APPROVAL OF CDBG FUNDING AGREEMENT FOR NEW LEAF NEW LIFE

WHEREAS, Community Development Block Grant funds are available under Grant No. B-25-MC-1 8- 0013 for public service activities; and

WHEREAS, staff recommends that the RDC approve funds for the Reducing Recidivism program operated by New Leaf New Life; and

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

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

WHEREAS, said Agreement has been duly considered;

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

The Community Development Block Grant Agreement between the Redevelopment Commission and New Leaf New Life for the provision of services for the Reducing Recidivism Program is approved for an amount not to exceed **SEVENTEEN THOUSAND TWO HUNDRED SIXTY ONE DOLLARS AND SIXTY ONE CENTS (\$17,261.61)**.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**SOCIAL SERVICE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
NEW LEAF NEW LIFE
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this _____ day of _____, 2024, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and New Leaf New Life, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1010 S Walnut St. Suite H, Bloomington, Indiana, 47401 (Hereinafter referred to as “Subrecipient”).

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

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

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Reducing Recidivism Program during CDBG Year 2024-2025 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Reducing Recidivism Program.
-------------	------------------------------

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

B. National Objectives

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

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

☒ Benefit to Low/Moderate Income (LMI) Persons, 24 CFR 570.208(a)(2)

☐ Presumed benefit: _____

☐ Income Eligibility: _____

☒ Activity Nature and Location: Providing Staff Salary Support, and Supportive Services for housing, treatment assistance, and employment support for individuals within the Bloomington city limits; demographic information will be collected to demonstrate that 51% or more of households served are CDBG eligible.

C. Levels of Accomplishment

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

Activity	Units per Month	Total Units/Year
Activity 1	83.33	1,000

Unit of activity would equal one CDBG eligible individual served.

D. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2024 and end on the 31st day of May, 2025. The last claim for services rendered must be filed before May 9, 2025.

III. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$17,261.61
Per Unit Accomplishment Amount	\$17.26

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **Seventeen Thousand Two Hundred Sixty One Dollars and Sixty One Cents (\$17,261.61)**. Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

V. NOTICES

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

Grantee: Anna Killion-Hanson, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Stacy Flynn, Executive Director New Leaf New Life. 1010 S Walnut St. Suite H Bloomington, Indiana 47401 Tel: (317) 366-7916 Fax: N/A
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

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

C. Hold Harmless

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

D. Workers’ Compensation

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

E. Grantor Recognition

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

F. Amendments

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

G. Suspension or Termination

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

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

H. Reversion of Assets.

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

I. Program Income

Program Income may be utilized by the Subrecipient according to their Agreement. Program Income includes:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds.
2. Proceeds from the disposition of equipment purchased with federal funds.
3. Gross income from the use or rental of real or personal property acquired or owned and constructed or improved by a subrecipient with federal funds, less the costs incidental to the generation of the income.

4. Funds collected through special assessments made against properties owned and occupied by households not of low-income, where the special assessments are used to recover all or part of the federal portion of a public improvement.
5. Gross income paid to the subrecipient from the ownership interest in a for-profit entity acquired in return for the provision of federal assistance

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
 - g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
 - h. "Monthly Client Profile Form" each month through May 31, 2024;
 - i. Submit performance measurements as required by HUD; and,

j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K:

2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
 - ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☒ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

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

- June, July, August September, October and November claims must be submitted no later than December 13, 2024.
- December, January and February claims must be submitted no later than March 15, 2025.
- March, April and May claims must be submitted no later than May 9, 2025.

If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

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

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

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

D. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty

of not less than \$10,000 and not more than \$100,000 for each such failure.

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

IX. OTHER APPLICABLE FEDERAL REQUIREMENTS

A. CFR 24 Part 570 Subpart K – Other Program Requirements

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

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

1. FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).
 - a. **Data Universal Numbering System (DUNS)**
Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

b. System for Award Management (SAM)

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

c. Executive Compensation

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

D. Environmental Conditions

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

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

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

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

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

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

X. E-VERIFY

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 A, 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 Grantee obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the Grantee 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 Grantee shall terminate the contract, unless the City Commission or 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 Grantee may allow the contract to remain in effect until the Grantee procures a new Contractor. If the Grantee terminates the contract, the Subrecipient or subcontractor is liable to the Grantee 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 Grantee.

XI. SEVERABILITY

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

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

Redevelopment Commission

Deborah Myerson, President

Date: _____

John West, Secretary

Date: _____

New Leaf New Life

Stacy Flynn, Executive Director

Date: _____

EXHIBIT “A”

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



Community Development Block Grant (CDBG)

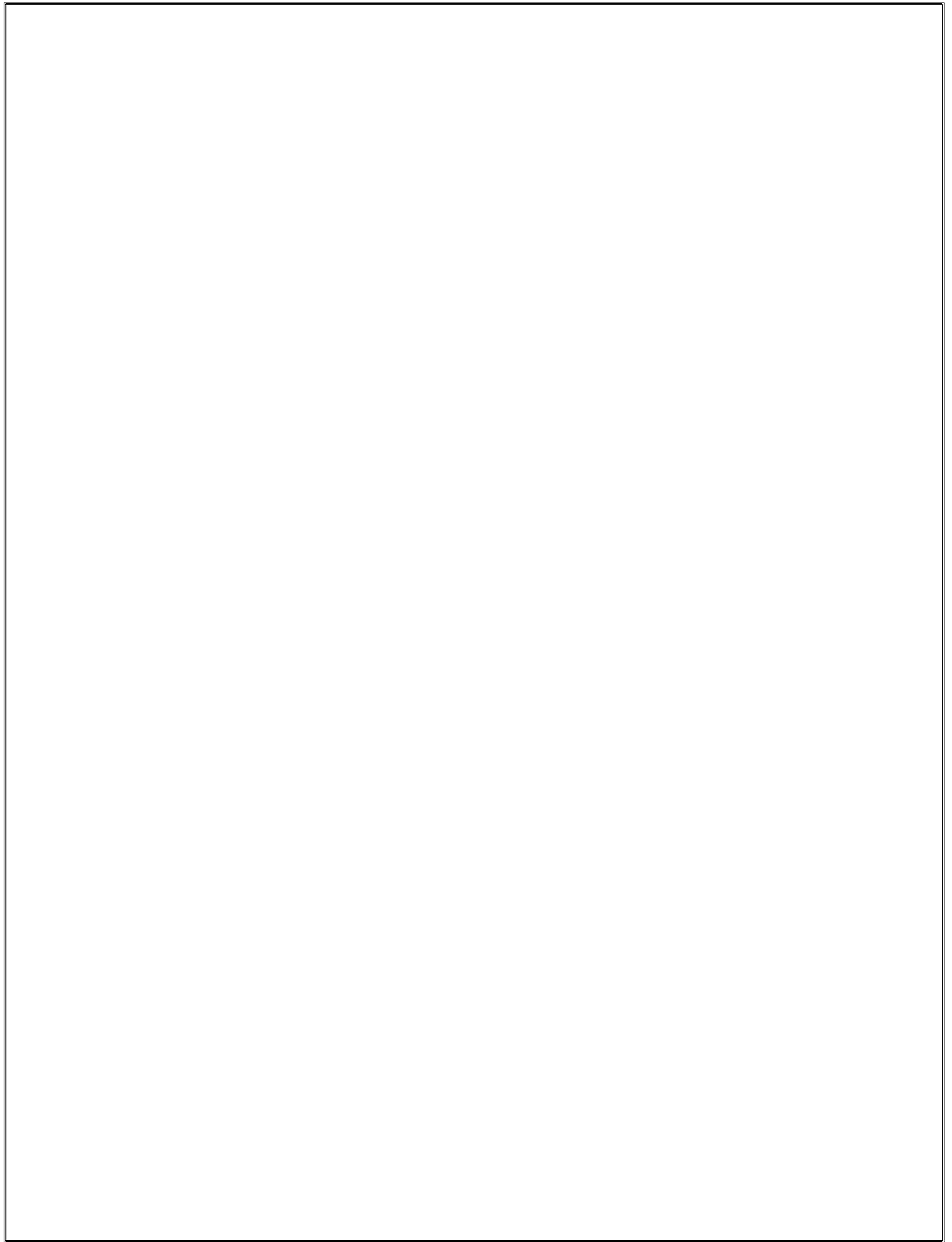
Subrecipient Funding Agreement Exhibits Packet

CDBG 2024 Program Year (Social Services)

Exhibit A	Subrecipient Proposal
Exhibit B	2024 Income Limits
Exhibit C	Reporting Forms (client data; monthly)
Exhibit D	E-verify
Exhibit E	Anti-lobbying

EXHIBIT A

Subrecipient Proposal



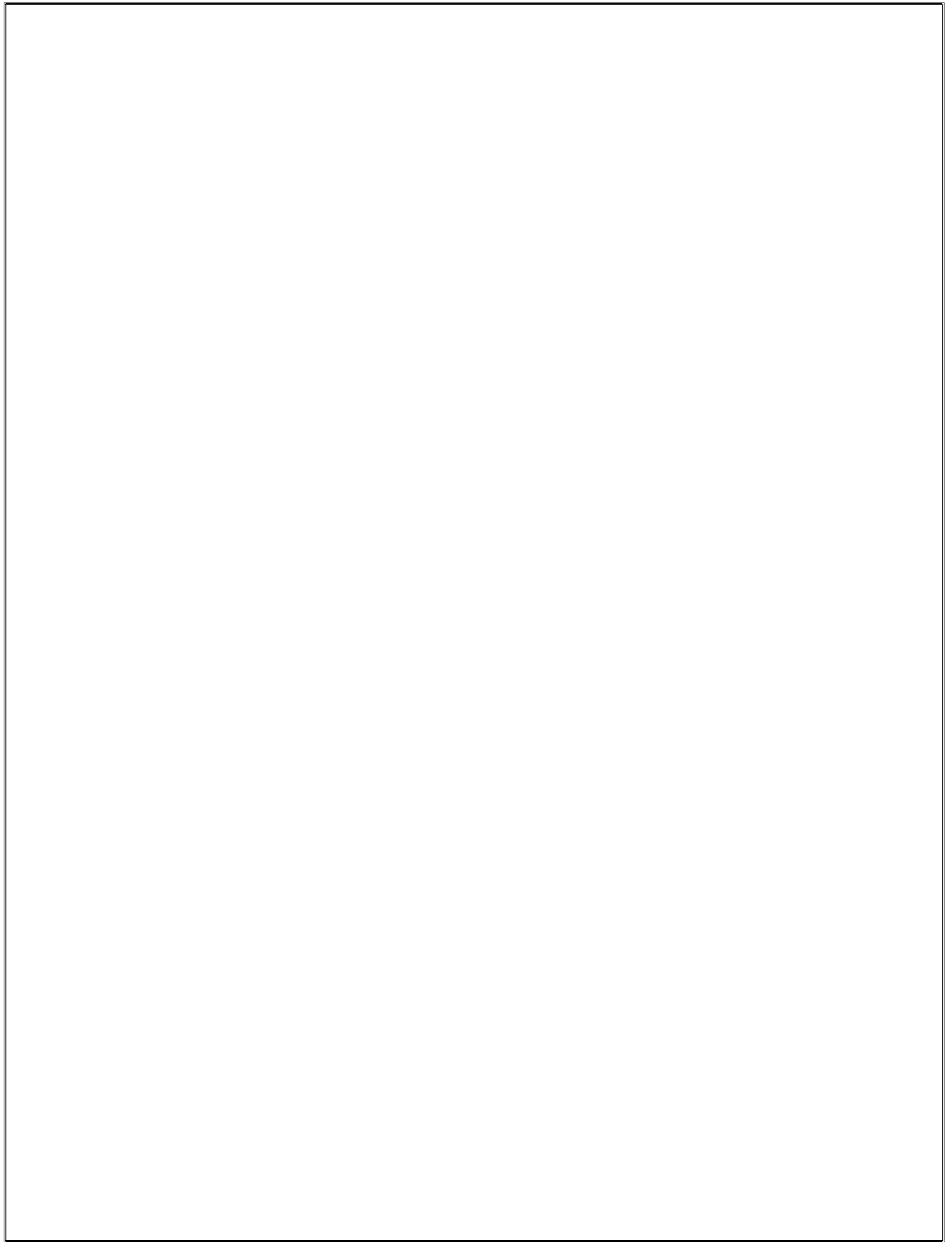


EXHIBIT B

2024 Income Limits

FY 2024 Income Limits Summary

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

EXHIBIT C

Report Forms

EXHIBIT C(1)

Client Information Form for CDBG Funds

IMPORTANT: Please fill out this form only once between May 1, 2024 and May 31, 2025

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

Date: _____

Name: _____

Address: _____

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

☐ Yes
☐ No

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

☐ Yes
☐ No

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

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

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

1 Person	2 Person	3 Person	4 Person	5 Person
<input type="checkbox"/> Under \$20,900	<input type="checkbox"/> Under \$23,850	<input type="checkbox"/> Under \$26,850	<input type="checkbox"/> Under \$29,800	<input type="checkbox"/> Under \$32,200
<input type="checkbox"/> \$20,901 – 34,800	<input type="checkbox"/> \$23,851 – 39,750	<input type="checkbox"/> \$26,851 – 44,700	<input type="checkbox"/> \$29,801 – 49,650	<input type="checkbox"/> \$32,201 – 53,650
<input type="checkbox"/> \$34,801 – 55,650	<input type="checkbox"/> \$39,751 – 63,550	<input type="checkbox"/> \$44,701 – 71,550	<input type="checkbox"/> \$49,651 – 79,450	<input type="checkbox"/> \$53,651 – 85,850
<input type="checkbox"/> over \$55,651	<input type="checkbox"/> over \$63,551	<input type="checkbox"/> over \$71,551	<input type="checkbox"/> over \$79,451	<input type="checkbox"/> over \$85,851

6 Person	7 Person	8 Person
<input type="checkbox"/> Under \$34,600	<input type="checkbox"/> Under \$37,000	<input type="checkbox"/> Under \$39,350
<input type="checkbox"/> \$34,601 – 57,600	<input type="checkbox"/> \$37,001 – 61,600	<input type="checkbox"/> \$39,351 – 65,550
<input type="checkbox"/> \$57,601 – 92,200	<input type="checkbox"/> \$61,601 – 98,550	<input type="checkbox"/> \$65,551 – 104,900
<input type="checkbox"/> over \$92,201	<input type="checkbox"/> over \$98,551	<input type="checkbox"/> over \$104,901

EXHIBIT C(2)

City of Bloomington - Housing and Neighborhood Development (HAND)

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

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

Project Name: _____

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

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

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

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

3. Identify any agency problems or concerns: _____

EXHIBIT C (2) - Instructions

Procedures for tracking data:

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

1. Participant Statistics: Fill in agency name, monthly reporting period and project name.

- Describe participant statistics: This data is a monthly summary of the information reported on the Client Information Form. Client data should be tracked by the number of people served by the program of which you received grant funds.
 - Please allow the client to determine their racial category and ethnic background.
 - Ethnic groups: People from a variety of racial categories self-identify as Hispanic. HUD is collecting this ethnicity data per each category. Not all clients will easily fit into the limited choices available and may opt for Other/Multi-racial.
- New and Unduplicated Clients – This month: This is where you report the total number eligible clients (below 80% AMI) you have served during this specific reporting period. For example, if you served four clients who were all new to your service in June and then served nine clients in July but only six were new to your service, on your July report the cumulative total of New and Unduplicated Clients would be ten.
- New and Unduplicated Clients – Cumulative (ytd): If April is the first month that services are provided, then both monthly and cumulative totals would be the same. For May, the cumulative (ytd) total would be April + May.

2. Describe progress: Describe the activity during this reporting period. Examples might include total hours of client services, a description of services provided, how clients might be progressing, etc. This information will be summarized and reported to HUD through the IDIS system.

3. Identify Any Problems/Concerns: Describe any problems your agency is having at this time. This may include loss of employees, lack of new client participation, etc. Please note any issues and/or concerns you wish to report to HAND.

Area Median Income Definition and information:

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

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

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

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

HUD data for Bloomington, IN effective date May 1, 2024:

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>
Extremely Low Income (At or below 30% AMI)	\$20,900	\$23,850	\$26,850	\$29,800	\$32,200
Very Low Income (31 – 50 % AMI)	\$34,800	\$39,750	\$44,700	\$49,650	\$53,650
Low-Moderate Income (51 – 80% AMI)	\$55,650	\$63,550	\$71,550	\$79,450	\$85,850

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

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

Low-Moderate Income: Between 51-80% AMI – means an individual or family that has an income that is above 50% area median income and at or below 80% area median income. For example, a two person household/family gross annual income would be between \$39,751/year and \$63,550/year.

STATE OF INDIANA)

EXHIBIT D

COUNTY OF MONROE) SS:
)

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)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

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

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Organization:

Street address:

City, State, Zip:

CERTIFIED BY:

TITLE:

25-14
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF CDBG FUNDING AGREEMENT FOR MOTHER HUBBARD'S CUPBOARD

WHEREAS, Community Development Block Grant funds are available under Grant No. B-25-MC-1 8- 0013 for public service activities; and

WHEREAS, staff recommends that the RDC approve funds for the Food Pantry program operated by Mother Hubbard's Cupboard; and

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

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

WHEREAS, said Agreement has been duly considered;

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Mother Hubbard's Cupboard for the provision of services for the Food Pantry Program is approved for an amount not to exceed **SIXTEEN THOUSAND SIX HUNDRED ELEVEN DOLLARS AND SIXTY CENTS (\$16,611.60).**

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

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

THIS AGREEMENT, entered into this _____ day of _____, 2024, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Mother Hubbard’s Cupboard, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1100 W. Allen St., Bloomington, IN 47403 (Hereinafter referred to as “Subrecipient”).

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

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

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Food Pantry Program during CDBG Year 2024-2025 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide food items to persons in need Tuesday –Thurs.
-------------	-------------------------------------------------------

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

B. National Objectives

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

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

☒ Benefit to Low/Moderate Income (LMI) Persons, 24 CFR 570.208(a)(2)

☐ Presumed benefit: _____

☐ Income Eligibility: _____

☒ Activity Nature and Location: Service is a food pantry to provide food at no cost. Located in an accessible area within the city limits of Bloomington, and on bus line, in close proximity to other social service resources accessed by LMI households. Demographic data will be collected to document that 51% or more of households served meet CDBG eligibility.

C. Levels of Accomplishment

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

Activity	Units per Month	Total Units/Year
Activity 1	9,150	109,800

Unit of activity is providing one CDBG eligible person with a visit to the pantry for food.

D. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2024 and end on the 31st day of May, 2025. The last claim for services rendered must be filed before May 9, 2025.

III. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$16,611.60
Per Unit Accomplishment Amount	\$.15

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **Sixteen Thousand Six Hundred Eleven Dollars and Sixty Cents (\$16,611.60)**. Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

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

V. NOTICES

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

Grantee: Anna Killion-Hanson, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Megan Betz, Executive Director 1100 W. Allen St., Ste. A Bloomington, Indiana 47403 Tel: (812) 339-6843
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------

If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

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

C. Hold Harmless

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

D. Workers’ Compensation

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

E. Grantor Recognition

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

F. Amendments

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

G. Suspension or Termination

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

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

H. Reversion of Assets.

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

I. Program Income

Program Income may be utilized by the Subrecipient according to their Agreement. Program Income includes:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds.
2. Proceeds from the disposition of equipment purchased with federal funds.
3. Gross income from the use or rental of real or personal property acquired or owned and constructed or improved by a subrecipient with federal funds, less the costs incidental to the generation of the income.

4. Funds collected through special assessments made against properties owned and occupied by households not of low-income, where the special assessments are used to recover all or part of the federal portion of a public improvement.
5. Gross income paid to the subrecipient from the ownership interest in a for-profit entity acquired in return for the provision of federal assistance

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
 - g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
 - h. "Monthly Client Profile Form" each month through May 31, 2024;
 - i. Submit performance measurements as required by HUD; and,

j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K:

2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
 - ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☒ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

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

- June, July, August September, October and November claims must be submitted no later than December 13, 2024.
- December, January and February claims must be submitted no later than March 15, 2025.
- March, April and May claims must be submitted no later than May 12, 2025.

If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

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

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

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

D. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty

of not less than \$10,000 and not more than \$100,000 for each such failure.

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

IX. OTHER APPLICABLE FEDERAL REQUIREMENTS

A. CFR 24 Part 570 Subpart K – Other Program Requirements

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

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

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

a. Data Universal Numbering System (DUNS)

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

b. System for Award Management (SAM)

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

c. Executive Compensation

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

D. Environmental Conditions

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

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

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

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

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

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

X. SEVERABILITY

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

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

Redevelopment Commission

Deborah Myserson, President

Date: _____

John West, Secretary

Date: _____

Mother Hubbard's Cupboard

Megan Betz, Executive Director

Date: _____



Community Development Block Grant (CDBG)

Subrecipient Funding Agreement Exhibits Packet

CDBG 2024 Program Year (Social Services)

Exhibit A	Subrecipient Proposal
Exhibit B	2024 Income Limits
Exhibit C	Reporting Forms (client data; monthly)
Exhibit D	E-verify
Exhibit E	Anti-lobbying

EXHIBIT A

Subrecipient Proposal

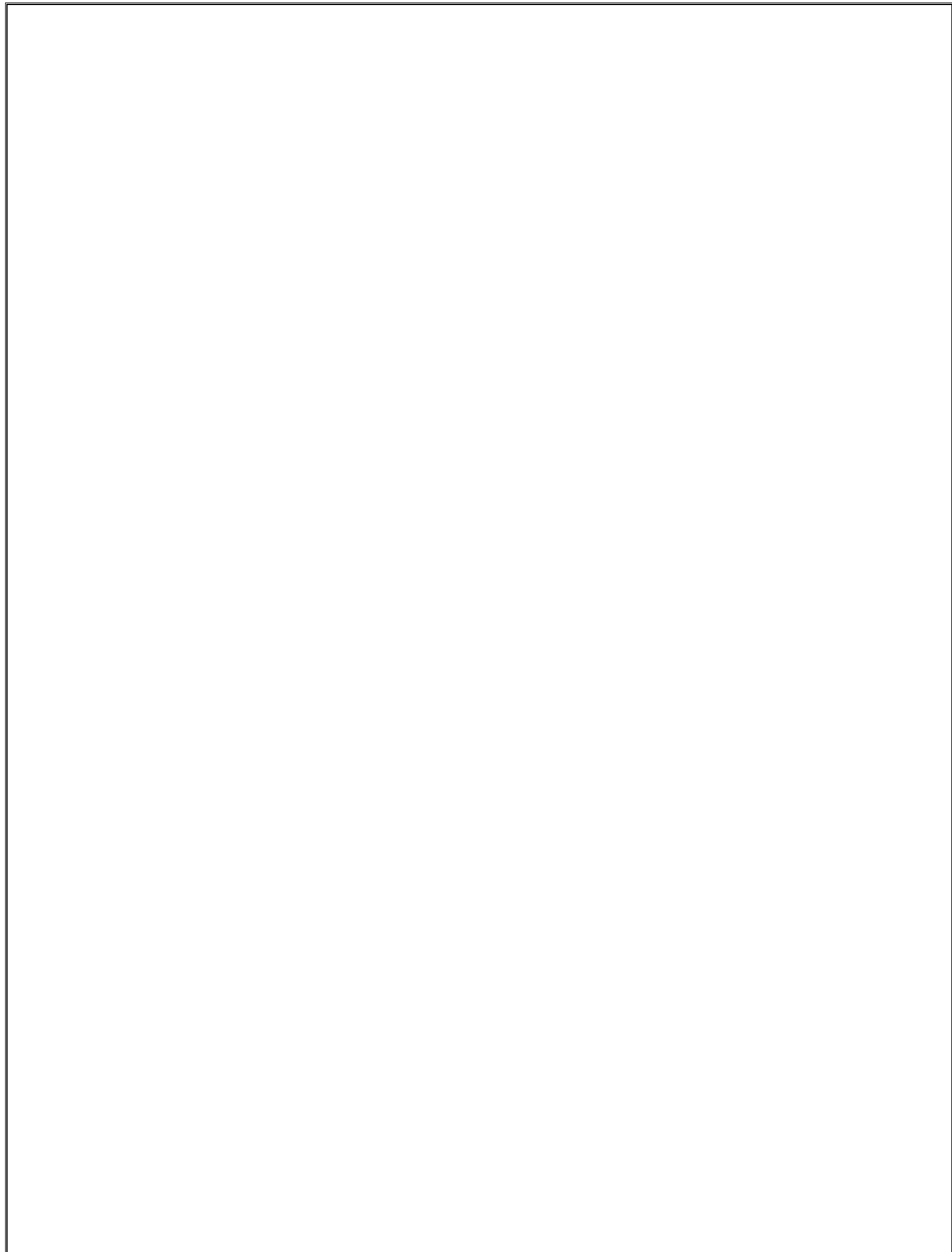


EXHIBIT B

2024 Income Limits

FY 2024 Income Limits Summary

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

EXHIBIT C

Report Forms

EXHIBIT C(1)

Client Information Form for CDBG Funds

IMPORTANT: Please fill out this form only once between May 1, 2024 and May 31, 2025

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

Date: _____

Name: _____

Address: _____

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

☐ Yes
☐ No

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

☐ Yes
☐ No

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

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

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

1 Person	2 Person	3 Person	4 Person	5 Person
<input type="checkbox"/> Under \$20,900	<input type="checkbox"/> Under \$23,850	<input type="checkbox"/> Under \$26,850	<input type="checkbox"/> Under \$29,800	<input type="checkbox"/> Under \$32,200
<input type="checkbox"/> \$20,901 – 34,800	<input type="checkbox"/> \$23,851 – 39,750	<input type="checkbox"/> \$26,851 – 44,700	<input type="checkbox"/> \$29,801 – 49,650	<input type="checkbox"/> \$32,201 – 53,650
<input type="checkbox"/> \$34,801– 55,650	<input type="checkbox"/> \$39,751 – 63,550	<input type="checkbox"/> \$44,701 – 71,550	<input type="checkbox"/> \$49,651 – 79,450	<input type="checkbox"/> \$53,651 – 85,850
<input type="checkbox"/> over \$55,651	<input type="checkbox"/> over \$63,551	<input type="checkbox"/> over \$71,551	<input type="checkbox"/> over \$79,451	<input type="checkbox"/> over \$85,851

6 Person	7 Person	8 Person
<input type="checkbox"/> Under \$34,600	<input type="checkbox"/> Under \$37,000	<input type="checkbox"/> Under \$39,350
<input type="checkbox"/> \$34,601 – 57,600	<input type="checkbox"/> \$37,001 – 61,600	<input type="checkbox"/> \$39,351 – 65,550
<input type="checkbox"/> \$57,601– 92,200	<input type="checkbox"/> \$61,601 – 98,550	<input type="checkbox"/> \$65,551 – 104,900
<input type="checkbox"/> over \$92,201	<input type="checkbox"/> over \$98,551	<input type="checkbox"/> over \$104,901

EXHIBIT C(2)

City of Bloomington - Housing and Neighborhood Development (HAND)

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

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

Project Name: _____

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

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

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

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

3. Identify any agency problems or concerns: _____

EXHIBIT C (2) - Instructions

Procedures for tracking data:

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

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

Area Median Income Definition and information:

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

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

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

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

HUD data for Bloomington, IN effective date May 1, 2024:

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>
Extremely Low Income (At or below 30% AMI)	\$20,900	\$23,850	\$26,850	\$29,800	\$32,200
Very Low Income (31 – 50 % AMI)	\$34,800	\$39,750	\$44,700	\$49,650	\$53,650
Low-Moderate Income (51 – 80% AMI)	\$55,650	\$63,550	\$71,550	\$79,450	\$85,850

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

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

Low-Moderate Income: Between 51-80% AMI – means an individual or family that has an income that is above 50% area median income and at or below 80% area median income. For example, a two person household/family gross annual income would be between \$39,751/year and \$63,550/year.

STATE OF INDIANA)

EXHIBIT D

COUNTY OF MONROE) SS:
)

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)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

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

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Organization:

Street address:

City, State, Zip:

CERTIFIED BY:

TITLE:

**25-15
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF CDBG FUNDING AGREEMENT FOR MONROE COUNTY UNITED
MINISTRIES**

WHEREAS, Community Development Block Grant funds are available under Grant No. B-25-MC-1 8- 0013 for public service activities; and

WHEREAS, staff recommends that the RDC approve funds for the Compass Early Learning Center operated by Monroe County United Ministries; and

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

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

WHEREAS, said Agreement has been duly considered;

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Monroe County United Ministries for the provision of services for the Compass Early Learning Center is approved for an amount not to **EXCEED FIFTEEN THOUSAND EIGHT HUNDRED FORTY ONE DOLLARS AND EIGHTY CENTS (\$15,841.80).**

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

**SOCIAL SERVICE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
MONROE COUNTY UNITED MINISTRIES
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this _____ day of _____, 2024, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Monroe County United Ministries, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 827 W 14th Court, Bloomington, IN 47404 (Hereinafter referred to as “Subrecipient”).

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

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

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Compass Early Learning Center Program during CDBG Year 2023-2024 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Compass Early Learning Center early child care.
-------------	-------------------------------------------------

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

B. National Objectives

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

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

☒ Benefit to Low/Moderate Income (LMI) Persons, 24 CFR 570.208(a)(2)

☐ Presumed benefit: _____

☐ Income Eligibility: _____

☒ Activity Nature and Location: Service is a Childcare Services Provider. Located in an accessible area within the city limits of Bloomington, and on bus line, in close proximity to other social service resources accessed by LMI households. Demographic data will be collected to document that 51% or more of households served meet CDBG eligibility.

C. Levels of Accomplishment

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

Activity	Units per Month	Total Units/Year
Activity 1	7	85

Unit of activity is providing one CDBG eligible person with services.

D. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2024 and end on the 31st day of May, 2025. The last claim for services rendered must be filed before May 9, 2025.

III. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$15,841.80
Per Unit Accomplishment Amount	\$186.37

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **Fifteen Thousand Eight Hundred Forty One Dollars and Eighty Cents (\$15,841.80)**. Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

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

V. NOTICES

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

Grantee: Anna Killion-Hanson, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Katie Broadfoot, Executive Director 827 W 14 th Court, Bloomington, Indiana 47404 Tel: (812) 339-3429
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------

If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

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

C. Hold Harmless

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

D. Workers’ Compensation

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

E. Grantor Recognition

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

F. Amendments

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

G. Suspension or Termination

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

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

H. Reversion of Assets.

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

I. Program Income

Program Income may be utilized by the Subrecipient according to their Agreement. Program Income includes:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds.
2. Proceeds from the disposition of equipment purchased with federal funds.
3. Gross income from the use or rental of real or personal property acquired or owned and constructed or improved by a subrecipient with federal funds, less the costs incidental to the generation of the income.

4. Funds collected through special assessments made against properties owned and occupied by households not of low-income, where the special assessments are used to recover all or part of the federal portion of a public improvement.
5. Gross income paid to the subrecipient from the ownership interest in a for-profit entity acquired in return for the provision of federal assistance

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
 - g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
 - h. "Monthly Client Profile Form" each month through May 31, 2024;
 - i. Submit performance measurements as required by HUD; and,

j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K:

2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
 - ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☒ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

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

- June, July, August September, October and November claims must be submitted no later than December 13, 2023.
- December, January and February claims must be submitted no later than March 15, 2024.
- March, April and May claims must be submitted no later than May 12, 2024.

If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

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

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

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

D. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty

of not less than \$10,000 and not more than \$100,000 for each such failure.

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

IX. OTHER APPLICABLE FEDERAL REQUIREMENTS

A. CFR 24 Part 570 Subpart K – Other Program Requirements

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

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

1. FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).
 - a. **Data Universal Numbering System (DUNS)**
Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

b. System for Award Management (SAM)

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

c. Executive Compensation

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

D. Environmental Conditions

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

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

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

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

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

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

X. SEVERABILITY

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

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

Redevelopment Commission

Deborah Myerson, President

Date: _____

John West, Secretary

Date: _____

Monroe County United Ministries

Katie Broadfoot, Executive Director

Date: _____



Community Development Block Grant (CDBG)

Subrecipient Funding Agreement Exhibits Packet

CDBG 2024 Program Year (Social Services)

Exhibit A	Subrecipient Proposal
Exhibit B	2024 Income Limits
Exhibit C	Reporting Forms (client data; monthly)
Exhibit D	E-verify
Exhibit E	Anti-lobbying

EXHIBIT A

Subrecipient Proposal

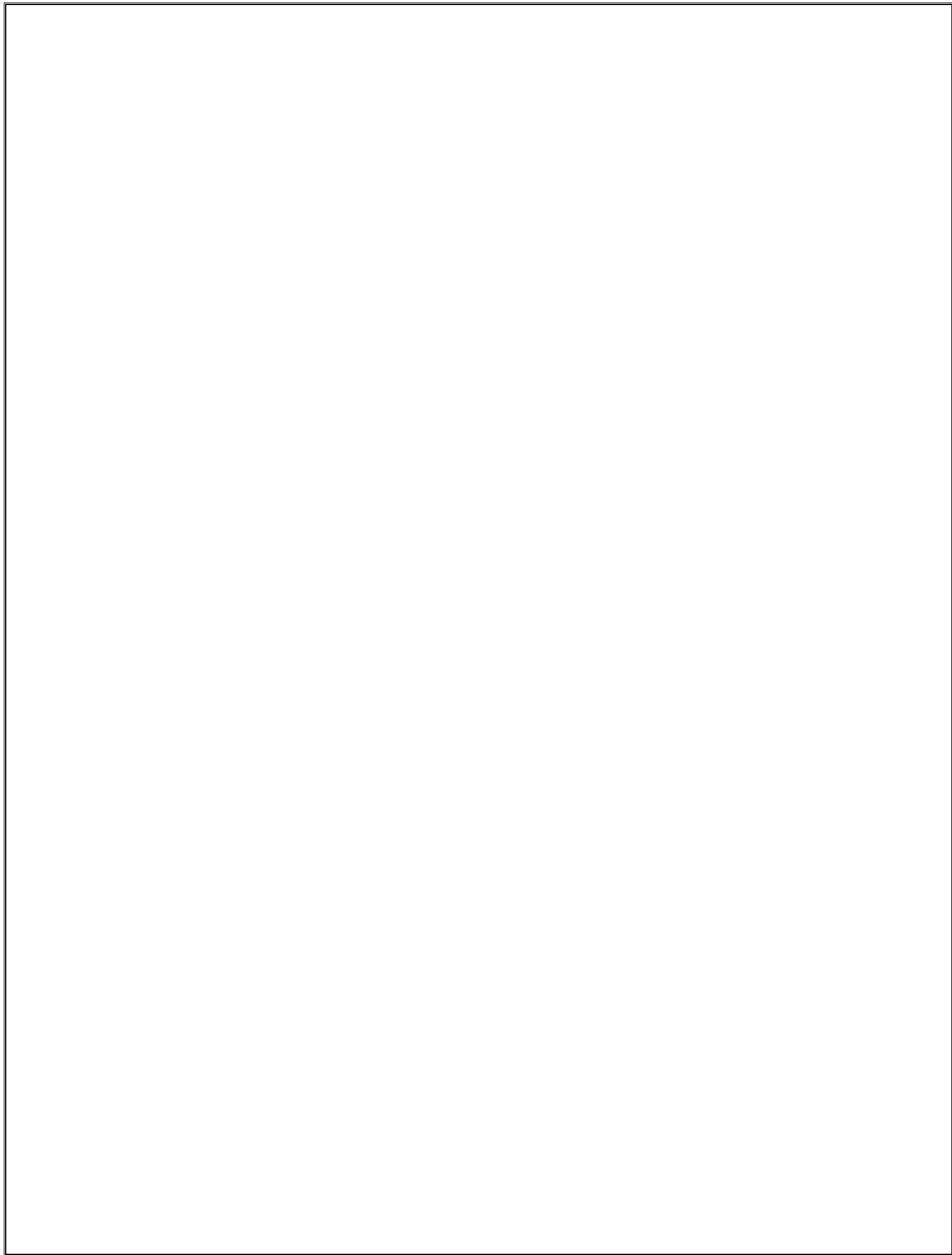


EXHIBIT B

2024 Income Limits

FY 2024 Income Limits Summary

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

EXHIBIT C

Report Forms

EXHIBIT C(1)

Client Information Form for CDBG Funds

IMPORTANT: Please fill out this form only once between May 1, 2024 and May 31, 2025

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

Date: _____

Name: _____

Address: _____

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

☐ Yes
☐ No

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

☐ Yes
☐ No

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

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

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

1 Person	2 Person	3 Person	4 Person	5 Person
<input type="checkbox"/> Under \$20,900	<input type="checkbox"/> Under \$23,850	<input type="checkbox"/> Under \$26,850	<input type="checkbox"/> Under \$29,800	<input type="checkbox"/> Under \$32,200
<input type="checkbox"/> \$20,901 – 34,800	<input type="checkbox"/> \$23,851 – 39,750	<input type="checkbox"/> \$26,851 – 44,700	<input type="checkbox"/> \$29,801 – 49,650	<input type="checkbox"/> \$32,201 – 53,650
<input type="checkbox"/> \$34,801– 55,650	<input type="checkbox"/> \$39,751 – 63,550	<input type="checkbox"/> \$44,701 – 71,550	<input type="checkbox"/> \$49,651 – 79,450	<input type="checkbox"/> \$53,651 – 85,850
<input type="checkbox"/> over \$55,651	<input type="checkbox"/> over \$63,551	<input type="checkbox"/> over \$71,551	<input type="checkbox"/> over \$79,451	<input type="checkbox"/> over \$85,851

6 Person	7 Person	8 Person
<input type="checkbox"/> Under \$34,600	<input type="checkbox"/> Under \$37,000	<input type="checkbox"/> Under \$39,350
<input type="checkbox"/> \$34,601 – 57,600	<input type="checkbox"/> \$37,001 – 61,600	<input type="checkbox"/> \$39,351 – 65,550
<input type="checkbox"/> \$57,601– 92,200	<input type="checkbox"/> \$61,601 – 98,550	<input type="checkbox"/> \$65,551 – 104,900
<input type="checkbox"/> over \$92,201	<input type="checkbox"/> over \$98,551	<input type="checkbox"/> over \$104,901

EXHIBIT C(2)

City of Bloomington - Housing and Neighborhood Development (HAND)

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

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

Project Name: _____

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

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

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

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

3. Identify any agency problems or concerns: _____

EXHIBIT C (2) - Instructions

Procedures for tracking data:

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

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

Area Median Income Definition and information:

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

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

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

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

HUD data for Bloomington, IN effective date May 1, 2024:

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>
Extremely Low Income (At or below 30% AMI)	\$20,900	\$23,850	\$26,850	\$29,800	\$32,200
Very Low Income (31 – 50 % AMI)	\$34,800	\$39,750	\$44,700	\$49,650	\$53,650
Low-Moderate Income (51 – 80% AMI)	\$55,650	\$63,550	\$71,550	\$79,450	\$85,850

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

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

Low-Moderate Income: Between 51-80% AMI – means an individual or family that has an income that is above 50% area median income and at or below 80% area median income. For example, a two person household/family gross annual income would be between \$39,751/year and \$63,550/year.

STATE OF INDIANA)

EXHIBIT D

COUNTY OF MONROE) SS:
)

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)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

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

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Organization:

Street address:

City, State, Zip:

CERTIFIED BY:

TITLE:

25-16
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF CDBG FUNDING AGREEMENT FOR NEW WINGS EMERGENCY
SHELTER OPERATED BY MIDDLE WAY HOUSE**

WHEREAS, Community Development Block Grant funds are available under Grant No. B-25-MC-1 8- 0013 for public service activities; and

WHEREAS, staff recommends that the RDC approve funds for the New Wings Emergency Shelter operated by Middle Way House; and

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

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

WHEREAS, said Agreement has been duly considered;

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Middle Way House for the provision of services for the New Wings Emergency Shelter is approved for an amount not to exceed **SEVENTEEN THOUSAND ONE HUNDRED ELEVEN DOLLARS AND SIXTY ONE CENTS (\$17,111.61)**.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

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

THIS AGREEMENT, entered into this _____ day of _____, 2024, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Middle Way House, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1010 S Walnut St. Suite H, Bloomington, Indiana, 47401 (Hereinafter referred to as “Subrecipient”).

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

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

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its New Wings Emergency Shelter Program during CDBG Year 2024-2025 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	New Wings Emergency Shelter Family Support for Victims of Domestic Violence.
-------------	------------------------------------------------------------------------------

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

B. National Objectives

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

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

☒ Benefit to Low/Moderate Income (LMI) Persons, 24 CFR 570.208(a)(2)

☐ Presumed benefit: _____

☐ Income Eligibility: _____

☒ Activity Nature and Location: Providing emergency housing for domestic violence victims, staffing for the crisis line to meet emergency needs for families within the Bloomington city limits; demographic information will be collected to demonstrate that 51% or more of households served are CDBG eligible.

C. Levels of Accomplishment

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

Activity	Units per Month	Total Units/Year
Activity 1	18.33	220

Unit of activity would equal one CDBG eligible individual served.

D. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2024 and end on the 31st day of May, 2025. The last claim for services rendered must be filed before May 9, 2025.

III. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$17,111.61
Per Unit Accomplishment Amount	\$77.78

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **Seventeen Thousand One Hundred Eleven Dollars and Sixty One Cents (\$17,111.61)**. Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

V. NOTICES

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

Grantee: Anna Killion-Hanson, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Carrie Stillions, Executive Director Middle Way House. PO Box 95 Bloomington, Indiana 47402 Tel: (812) 333-7404 Fax: N/A
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------

If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

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

C. Hold Harmless

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

D. Workers’ Compensation

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

E. Grantor Recognition

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

F. Amendments

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

G. Suspension or Termination

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

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

H. Reversion of Assets.

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

I. Program Income

Program Income may be utilized by the Subrecipient according to their Agreement. Program Income includes:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds.
2. Proceeds from the disposition of equipment purchased with federal funds.
3. Gross income from the use or rental of real or personal property acquired or owned and constructed or improved by a subrecipient with federal funds, less the costs incidental to the generation of the income.
4. Funds collected through special assessments made against properties owned and occupied by households not of low-income, where the special assessments are used to recover all or part of the federal portion of a public improvement.

5. Gross income paid to the subrecipient from the ownership interest in a for-profit entity acquired in return for the provision of federal assistance

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
 - g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
 - h. "Monthly Client Profile Form" each month through May 31, 2024;
 - i. Submit performance measurements as required by HUD; and,
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K:

2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
 - ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☒ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City

of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

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

- June, July, August September, October and November claims must be submitted no later than December 13, 2024.
- December, January and February claims must be submitted no later than March 15, 2025.
- March, April and May claims must be submitted no later than May 9, 2025.

If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

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

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for:

political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

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

D. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty

of not less than \$10,000 and not more than \$100,000 for each such failure.

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

IX. OTHER APPLICABLE FEDERAL REQUIREMENTS

A. CFR 24 Part 570 Subpart K – Other Program Requirements

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

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

1. FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).
 - a. **Data Universal Numbering System (DUNS)**
Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

b. System for Award Management (SAM)

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

c. Executive Compensation

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

D. Environmental Conditions

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

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

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

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

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

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

X. E-VERIFY

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 A, 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 Grantee obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the Grantee 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 Grantee shall terminate the contract, unless the City Commission or 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 Grantee may allow the contract to remain in effect until the Grantee procures a new Contractor. If the Grantee terminates the contract, the Subrecipient or subcontractor is liable to the Grantee 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 Grantee.

XI. SEVERABILITY

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

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

Redevelopment Commission

Deborah Myerson, President

Date: _____

John West, Secretary

Date: _____

Middle Way House

Carrie Stillions, Executive Director

Date: _____

EXHIBIT “A”

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

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

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

25-17
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF CDBG FUNDING AGREEMENT FOR HOOSIER HILLS FOOD BANK

WHEREAS, Community Development Block Grant funds are available under Grant No. B-25-MC-1 8- 0013 for public service activities; and

WHEREAS, staff recommends that the RDC approve funds for the City Food Collection & Distribution program operated by Hoosier Hills Food Bank; and

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

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

WHEREAS, said Agreement has been duly considered;

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Hoosier Hills Food Bank for the provision of services for the City Food Collection & Distribution Program is approved for an amount not to exceed **SEVENTEEN THOUSAND SIXTY ONE DOLLARS AND SIXTY ONE CENTS (\$17,061.61)**.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

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

THIS AGREEMENT, entered into this _____ day of _____, 2024, by and between the City of Bloomington’s Housing and Neighborhood Development Department (Hereinafter referred to as “Grantee”) and Hoosier Hills Food Bank, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 2333 W Industrial Park Dr, Bloomington, IN 47404 (Hereinafter referred to as “Subrecipient”).

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

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

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Food Distribution Program during CDBG Year 2024-2025 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Collect food for food distribution through direct service programs and partner agencies serving people with low-incomes, children, seniors, and the ill.
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2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient’s funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims as outlined below under Paragraph VII.C.

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

☐ Presumed benefit: _____

☐ Income Eligibility: _____

☒ Activity Nature and Location: Food Distribution Program located within Bloomington city limits; demographic information will be collected to demonstrate that 51% or more of households served are CDBG eligible.

C. Levels of Accomplishment

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

Activity	Units per Month	Total Units/Year
Activity 1	8,333 lbs	100,000 lbs

Unit of activity would equal one pound of food for CDBG eligible recipients.

D. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2024 and end on the 31st day of May, 2025. The last claim for services rendered must be filed before May 9, 2025.

III. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$17,061.61
Per Unit Accomplishment Amount	\$.21/lb

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed **Seventeen Thousand Sixty One Dollars and Sixty One Cents (\$17,061.61)**. Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

V. NOTICES

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

Grantee: Anna Killion Hanson, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Julio Alonso, Executive Director Hoosier Hills Food Bank P.O. Box 697 Bloomington, Indiana 47404 Tel: (812) 334-8374 Fax: (812) 334-8377
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

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

C. Hold Harmless

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

D. Workers’ Compensation

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

E. Grantor Recognition

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

F. Amendments

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

G. Suspension or Termination

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

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

H. Reversion of Assets.

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

I. Program Income

Program Income may be utilized by the Subrecipient according to their Agreement. Program Income includes:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds.
2. Proceeds from the disposition of equipment purchased with federal funds.
3. Gross income from the use or rental of real or personal property acquired or owned and constructed or improved by a subrecipient with federal funds, less the costs incidental to the generation of the income.
4. Funds collected through special assessments made against properties owned and occupied by households not of low-income, where the special assessments are used to recover all or part of the federal portion of a public improvement.

5. Gross income paid to the subrecipient from the ownership interest in a for-profit entity acquired in return for the provision of federal assistance

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;
 - g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
 - h. "Monthly Client Profile Form" each month through May 31, 2024;
 - i. Submit performance measurements as required by HUD; and,
 - j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K:

2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
 - ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☒ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City

of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

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

- June, July, August September, October and November claims must be submitted no later than December 13, 2024.
- December, January and February claims must be submitted no later than March 15, 2025.
- March, April and May claims must be submitted no later than May 12, 2025.

If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

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

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for:

political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

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

D. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.
3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.
4. Lobbying. The Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
 - d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty

of not less than \$10,000 and not more than \$100,000 for each such failure.

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

IX. OTHER APPLICABLE FEDERAL REQUIREMENTS

A. CFR 24 Part 570 Subpart K – Other Program Requirements

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

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

1. FFATA reporting requirements will apply to any CDBG Agreement in the amount of \$25,000 or greater. The Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).
 - a. **Data Universal Numbering System (DUNS)**
Pursuant to FFATA reporting requirements and in order to receive funding under this Agreement, the Grantee shall provide City with a valid Dun & Bradstreet (D&B) Data Universal Numbering System (DUNS) number that identifies the Grantee. A DUNS number may be requested online at <http://fedgov.dnb.com/webform>.

b. System for Award Management (SAM)

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

c. Executive Compensation

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

D. Environmental Conditions

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

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

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

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

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

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

X. SEVERABILITY

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

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

Redevelopment Commission

Deborah Myerson, President

Date: _____

John West, Secretary

Date: _____

Hoosier Hills Food Bank

Julio Alonso, Executive Director

Date: _____



Community Development Block Grant (CDBG)

Subrecipient Funding Agreement Exhibits Packet

CDBG 2024 Program Year (Social Services)

Exhibit A	Subrecipient Proposal
Exhibit B	2024 Income Limits
Exhibit C	Reporting Forms (client data; monthly)
Exhibit D	E-verify
Exhibit E	Anti-lobbying

EXHIBIT A

Subrecipient Proposal

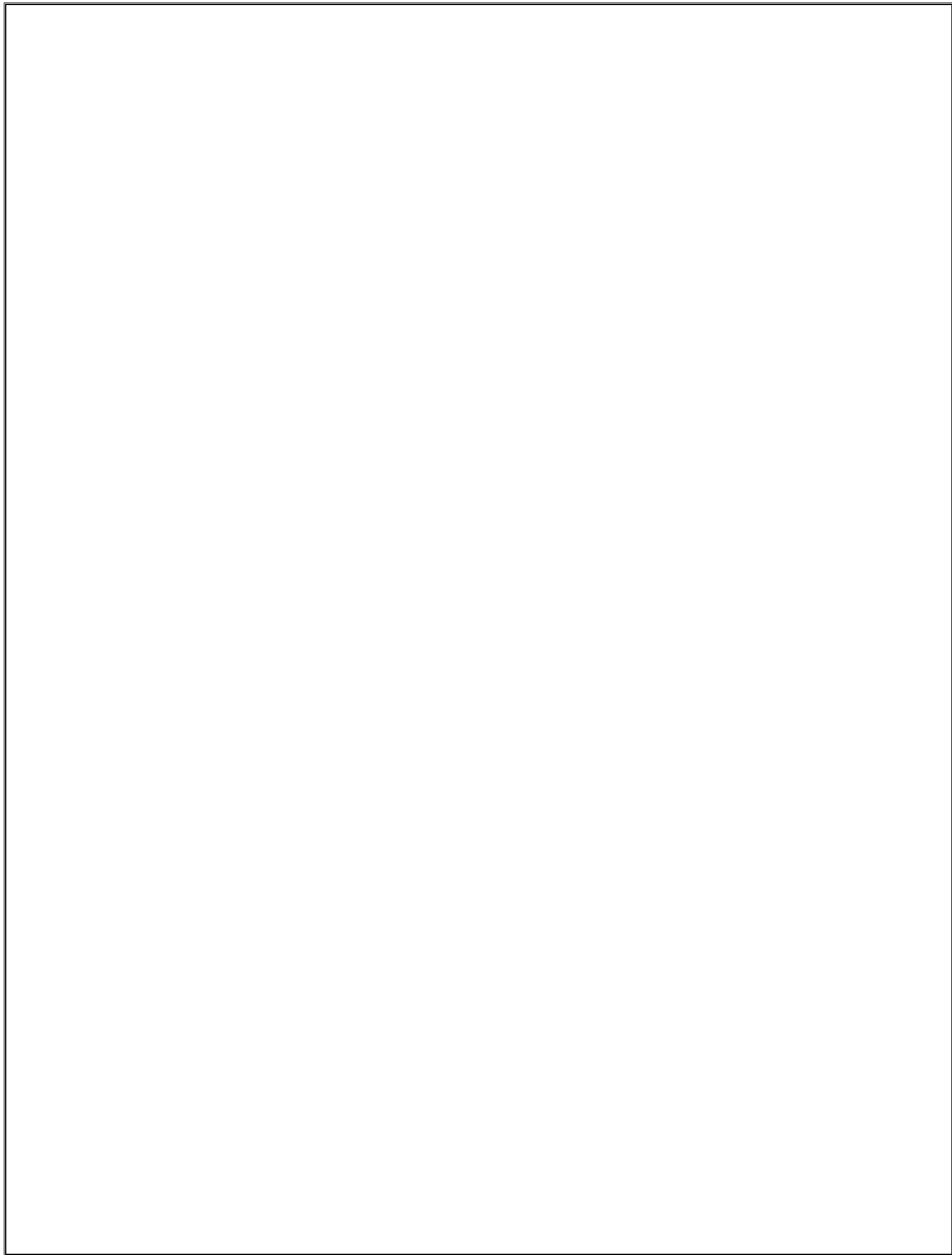


EXHIBIT B

2024 Income Limits

FY 2024 Income Limits Summary

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

EXHIBIT C

Report Forms

EXHIBIT C(1)

Client Information Form for CDBG Funds

IMPORTANT: Please fill out this form only once between May 1, 2024 and May 31, 2025

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

Date: _____

Name: _____

Address: _____

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

☐ Yes
☐ No

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

☐ Yes
☐ No

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

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

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

1 Person	2 Person	3 Person	4 Person	5 Person
<input type="checkbox"/> Under \$20,900	<input type="checkbox"/> Under \$23,850	<input type="checkbox"/> Under \$26,850	<input type="checkbox"/> Under \$29,800	<input type="checkbox"/> Under \$32,200
<input type="checkbox"/> \$20,901 – 34,800	<input type="checkbox"/> \$23,851 – 39,750	<input type="checkbox"/> \$26,851 – 44,700	<input type="checkbox"/> \$29,801 – 49,650	<input type="checkbox"/> \$32,201 – 53,650
<input type="checkbox"/> \$34,801– 55,650	<input type="checkbox"/> \$39,751 – 63,550	<input type="checkbox"/> \$44,701 – 71,550	<input type="checkbox"/> \$49,651 – 79,450	<input type="checkbox"/> \$53,651 – 85,850
<input type="checkbox"/> over \$55,651	<input type="checkbox"/> over \$63,551	<input type="checkbox"/> over \$71,551	<input type="checkbox"/> over \$79,451	<input type="checkbox"/> over \$85,851

6 Person	7 Person	8 Person
<input type="checkbox"/> Under \$34,600	<input type="checkbox"/> Under \$37,000	<input type="checkbox"/> Under \$39,350
<input type="checkbox"/> \$34,601 – 57,600	<input type="checkbox"/> \$37,001 – 61,600	<input type="checkbox"/> \$39,351 – 65,550
<input type="checkbox"/> \$57,601– 92,200	<input type="checkbox"/> \$61,601 – 98,550	<input type="checkbox"/> \$65,551 – 104,900
<input type="checkbox"/> over \$92,201	<input type="checkbox"/> over \$98,551	<input type="checkbox"/> over \$104,901

EXHIBIT C(2)

City of Bloomington - Housing and Neighborhood Development (HAND)

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

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

Project Name: _____

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

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

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

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

3. Identify any agency problems or concerns: _____

EXHIBIT C (2) - Instructions

Procedures for tracking data:

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

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

Area Median Income Definition and information:

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

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

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

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

HUD data for Bloomington, IN effective date May 1, 2024:

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>
Extremely Low Income (At or below 30% AMI)	\$20,900	\$23,850	\$26,850	\$29,800	\$32,200
Very Low Income (31 – 50 % AMI)	\$34,800	\$39,750	\$44,700	\$49,650	\$53,650
Low-Moderate Income (51 – 80% AMI)	\$55,650	\$63,550	\$71,550	\$79,450	\$85,850

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

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

Low-Moderate Income: Between 51-80% AMI – means an individual or family that has an income that is above 50% area median income and at or below 80% area median income. For example, a two person household/family gross annual income would be between \$39,751/year and \$63,550/year.

STATE OF INDIANA)

EXHIBIT D

COUNTY OF MONROE) SS:
)

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)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

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

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Organization:

Street address:

City, State, Zip:

CERTIFIED BY:

TITLE:

**25-18
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

APPROVAL OF CDBG FUNDING AGREEMENT FOR COMMUNITY KITCHEN

WHEREAS, Community Development Block Grant funds are available under Grant No. B-25-MC-1 8- 0013 for public service activities; and

WHEREAS, staff recommends that the RDC approve funds for the Free Meals Program operated by Community Kitchen.; and

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

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

WHEREAS, said Agreement has been duly considered;

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

The Community Development Block Grant Agreement between the Redevelopment Commission and Community Kitchen for the provision of services for the Free Meals Program is approved for an amount not to exceed **EIGHTEEN THOUSAND THREE HUNDRED ELEVEN DOLLARS AND SIXTY ONE CENTS (\$18,311.61).**

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

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

THIS AGREEMENT, entered into this _____ day of _____, 2024, by and between the City of Bloomington Housing and Neighborhood Development Department (“Grantee”) and Beacon, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1515 S. Rogers St., Bloomington, IN 47403, (“Subrecipient”).

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

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Free Meals Service Program during CDBG Year 2024-2025 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide free meals to anyone in need, six days per week from two locations
-------------	----------------------------------------------------------------------------

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

B. National Objectives

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

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

☒ Benefit to Low/Moderate Income (LMI) Persons, 24 CFR 570.208(a)(2)

☐ Presumed benefit: _____

☐ Income Eligibility: _____

☒ Activity Nature and Location: The activity is providing free meals targeted towards vulnerable populations; one of the locations is within the local housing authority; demographic data will be collected from persons served and must demonstrate that 51% or more served are CDBG eligible

See Exhibit B for 2024 Income Limits.

C. Levels of Accomplishment

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

Activity	Units per Month	Total Units/Year
Activity 1	342	4100

Unit of activity is providing one CDBG eligible person with a shelter.

D. Performance Monitoring

Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by 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 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 the required documentation, or failure to submit required documentation in a timely manner.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2024 and end on the 31st day of May, 2025. The last claim for services rendered must be filed before May 9, 2025.

III. BUDGET

Line Item:	Amount:
Allocation for Eligible Expenses (Salaries)	\$18,311.61
Per Unit Accomplishment Amount	\$3.24

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by Grantee under this contract shall not exceed **Eighteen Thousand Three Hundred Eleven Dollars and Sixty One Cents (\$18,311.61)**. Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

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

V. NOTICES

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

Grantee: Anna Killion-Hanson, Director Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Subrecipient: Vicki Pierce, Executive Director Community Kitchen of Monroe County, Inc. P.O. Box 3286 Bloomington, Indiana 47402 Tel: (812) 332-0999 Fax: (812) 332-1937
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If any contact information changes for the Subrecipient, a written notice of such change must be made to Grantee within three (3) business days of the change.

VI. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. 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 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.

Contractor further agrees to indemnify, defend, and hold harmless the City from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising out of or related to any cybercrime, including, but not limited to, unauthorized access, data breaches, malware, ransomware, phishing attacks, fraudulent payment requests, or other malicious activities perpetrated by or attributable to Contractor, its employees, contractors, or agents. This indemnity shall apply regardless of whether the cybercrime was committed with or without Contractor’s knowledge or consent.

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

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 Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release 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 Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of Grantee, become the property of 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.

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 Grantee may declare the Subrecipient ineligible for any further participation in 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, 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 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.

I. Program Income

Program Income may be utilized by the Subrecipient according to their Agreement. Program Income includes:

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

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

- g. “Client Information Form for CDBG Funds” for each client served under this grant; this form does not take the place of required income and residency documentation;
- h. “Monthly Client Profile Form” each month through May 31, 2024;
- i. Submit performance measurements as required by HUD; and,
- j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.

See Exhibit C for Forms: (1) client information form for CDBG; (2) monthly client information form; (3) close out report.

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 Grantee’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
 - ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
 - ☒ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

5. Closeout. The Subrecipient's obligations to 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 Grantee), and determining the custodianship of records.
6. Access to Records. The Department of Housing and Urban Development, Inspectors General, the Comptroller General of the United States, and the City of Bloomington, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
7. Audit. Any Subrecipient that expends \$750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit to Grantee each month a claim voucher pursuant to Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

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

- June, July, August September, October and November claims must be submitted no later than December 13, 2024.
- December, January and February claims must be submitted no later than March 15, 2025.
- March, April and May claims must be submitted no later than May 12, 2025.

If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

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

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, sexual orientation, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. Section 504. The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient

shall submit a plan for an Affirmative Action Program to the City for approval prior to the award of funds.

2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.
2. Verification of New Employees' Immigration Status. Subrecipient is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Subrecipient shall sign an affidavit, attached as **Exhibit D**, affirming that Subrecipient does not knowingly employ an unauthorized alien. **Attachment D1** is evidence of enrollment in the program. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General. Subrecipient and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Subrecipient or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Subrecipient or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Subrecipient or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Subrecipient or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Subrecipient or subcontractor did not knowingly employ an unauthorized alien. If the Subrecipient or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board of department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Subrecipient. If the City terminates the contract, the Subrecipient or subcontractor is liable to the City for actual damages. Subrecipient shall require any subcontractors performing work under this contract to certify to the Subrecipient that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Subrecipient shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

D. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from 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 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 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. **See Exhibit E;**
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

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

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

IX. OTHER APPLICABLE FEDERAL REQUIREMENTS

A. CFR 24 Part 570 Subpart K – Other Program Requirements

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

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

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

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

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

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

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

c. **Executive Compensation**

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

D. Environmental Conditions

Funds are subject to a successful completion of an environmental review and Subrecipient's proper implementation of any mitigation requirements. Subrecipient shall not obligate nor expend funds for any activity under this Agreement until notified, in writing from Grantee, that the environmental review requirements pursuant to 24 CFR 570.604 have been satisfactorily completed for the Project activity(ies) and that a HUD-approved Request for Release of Funds and certification has been issued. Grantee's written notice shall specify the date upon which Subrecipient may begin to obligate and expend funds under this Agreement.

Subrecipient does not assume responsibility for undertaking the environmental review process under 25 CFR Part 52. However, Subrecipient shall provide Grantee with timely and accurate activity information as Grantee may require in order to cause the environmental review(s) to be satisfactorily undertaken. If there is a proposed change in the location or scope of an activity under this Agreement, Subrecipient shall not undertake any action to obligate or expend funds in connection with the proposed change without obtaining Grantee's prior written approval. Any such Grantee approval shall be subject to Grantee's sole determination as to whether the proposed change requires an additional environmental review and clearance before any funds may be committed or expended for the activity.

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

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

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

No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record ("ERR") must be completed before any funds are obligated. The responsibility for certifying the appropriate ERR and ROF shall

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

X. SEVERABILITY

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

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

Redevelopment Commission

Deborah Myserson, President

Date: _____

John West, Secretary

Date: _____

Beacon Inc.

Vicki Pierce, Executive Director

Date: _____



Community Development Block Grant (CDBG)

Subrecipient Funding Agreement Exhibits Packet

CDBG 2024 Program Year (Social Services)

Exhibit A	Subrecipient Proposal
Exhibit B	2024 Income Limits
Exhibit C	Reporting Forms (client data; monthly)
Exhibit D	E-verify
Exhibit E	Anti-lobbying

EXHIBIT A

Subrecipient Proposal

EXHIBIT B

2024 Income Limits

FY 2024 Income Limits Summary

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

EXHIBIT C

Report Forms

EXHIBIT C(1)

Client Information Form for CDBG Funds

IMPORTANT: Please fill out this form only once between May 1, 2024 and May 31, 2025

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

Date: _____

Name: _____

Address: _____

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

☐ Yes
☐ No

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

☐ Yes
☐ No

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

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

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

1 Person	2 Person	3 Person	4 Person	5 Person
<input type="checkbox"/> Under \$20,900	<input type="checkbox"/> Under \$23,850	<input type="checkbox"/> Under \$26,850	<input type="checkbox"/> Under \$29,800	<input type="checkbox"/> Under \$32,200
<input type="checkbox"/> \$20,901 – 34,800	<input type="checkbox"/> \$23,851 – 39,750	<input type="checkbox"/> \$26,851 – 44,700	<input type="checkbox"/> \$29,801 – 49,650	<input type="checkbox"/> \$32,201 – 53,650
<input type="checkbox"/> \$34,801– 55,650	<input type="checkbox"/> \$39,751 – 63,550	<input type="checkbox"/> \$44,701 – 71,550	<input type="checkbox"/> \$49,651 – 79,450	<input type="checkbox"/> \$53,651 – 85,850
<input type="checkbox"/> over \$55,651	<input type="checkbox"/> over \$63,551	<input type="checkbox"/> over \$71,551	<input type="checkbox"/> over \$79,451	<input type="checkbox"/> over \$85,851

6 Person	7 Person	8 Person
<input type="checkbox"/> Under \$34,600	<input type="checkbox"/> Under \$37,000	<input type="checkbox"/> Under \$39,350
<input type="checkbox"/> \$34,601 – 57,600	<input type="checkbox"/> \$37,001 – 61,600	<input type="checkbox"/> \$39,351 – 65,550
<input type="checkbox"/> \$57,601– 92,200	<input type="checkbox"/> \$61,601 – 98,550	<input type="checkbox"/> \$65,551 – 104,900
<input type="checkbox"/> over \$92,201	<input type="checkbox"/> over \$98,551	<input type="checkbox"/> over \$104,901

EXHIBIT C(2)

City of Bloomington - Housing and Neighborhood Development (HAND)

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

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

Project Name: _____

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

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

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

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

3. Identify any agency problems or concerns: _____

EXHIBIT C (2) - Instructions

Procedures for tracking data:

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

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

Area Median Income Definition and information:

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

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

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

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

HUD data for Bloomington, IN effective date May 1, 2024:

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>
Extremely Low Income (At or below 30% AMI)	\$20,900	\$23,850	\$26,850	\$29,800	\$32,200
Very Low Income (31 – 50 % AMI)	\$34,800	\$39,750	\$44,700	\$49,650	\$53,650
Low-Moderate Income (51 – 80% AMI)	\$55,650	\$63,550	\$71,550	\$79,450	\$85,850

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

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

Low-Moderate Income: Between 51-80% AMI – means an individual or family that has an income that is above 50% area median income and at or below 80% area median income. For example, a two person household/family gross annual income would be between \$39,751/year and \$63,550/year.

STATE OF INDIANA)

EXHIBIT D

COUNTY OF MONROE) SS:
)

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)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

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

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Organization:

Street address:

City, State, Zip:

CERTIFIED BY:

TITLE:
