

AGENDA
REDEVELOPMENT COMMISSION
February 3, 2025, at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street
McCloskey Conference Room, Suite 135

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/86732538522?pwd=j2xEBYfIGtHkVxGDJZbGVXECVOWPhr.1>

- I. ROLL CALL**
- II. READING OF THE MINUTES** –January 27, 2025
- III. EXAMINATION OF CLAIM REGISTERS** –January 31, 2025, for \$1,968,859.9 and February 5, 2025, for 123,747.72
- IV. EXAMINATION OF PAYROLL REGISTERS** –January 24, 2025, for \$51,292.65
- 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 25-19:** Approval of Right of Way Dedication at 2nd and Rogers Street
 - B. Resolution 25-20:** First Amendment to Real Estate Conveyance and Project Agreement
 - C. Resolution 25-21:** Approval of Resolution Clarifying Vacation of Covenants, Conditions, and Restrictions for the Trades District
 - D. Resolution 25-22:** Designation of Signatory Authority for the Conveyance of Real Property on Behalf of the Redevelopment Commission of the City of Bloomington
 - E. Resolution 25-24:** Approval of 2024 CDBG Physical Improvement Funding to Centerstone
 - F. Resolution 25-25:** Approval of First Amendment to 2020 CDBG Covid Agreement with Beacon
 - G. Resolution 25-26:** Approval of First Amendment to 2021 CDBG Covid Agreement with Bloomington Housing Authority
 - H. Resolution 25-27:** Approval of First Amendment to 2021 CDBG Covid Agreement with Boys & Girls

Club

- I. Resolution 25-28:** Approval of First Amendment to 2021 CDBG Covid Agreement with Citizens for Community Justice
- J. Resolution 25-29:** Approval of First Amendment to 2021 CDBG Covid Agreement with Middle Way House
- K. Resolution 25-30:** Approval of First Amendment to 2021 CDBG Covid Agreement with Pantry 279

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, January 27, 2025, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton
Street, Room 135, and via Zoom, with President Deborah Myerson presiding:
<https://catstv.net/m.php?q=14154>

I. ROLL CALL

Commissioners Present: Deborah Myerson, Sue Sgambelluri, Laurie McRobbie, (Zoom), Randy Cassady, Sam Fleener, MCCSC Representative (Zoom)

Commissioners Absent: John West

City Staff Present: Anna Killion-Hanson, Director, Housing & Neighborhood Development (HAND); Christina Finley, Assistant Director, HAND; Cody Toothman, Program Manager, HAND; Matt Swinney, Program Manager, HAND; Margie Rice, Corporation Counsel, Legal Department; Anna Holmes, Assistant City Attorney, Legal Department (Zoom); Jane Kupersmith, Director, Economic & Sustainable Development (ESD); Jessica McClellan, City Controller;

Others Present: John Fernandez, Senior Vice-President, The Mill; Mary Krupinski, J.S. Held

II. READING OF THE MINUTES –Sue Sgambelluri moved to approve the December 16, 2024 minutes. Randy Cassady seconded the motion, which passed unanimously via roll-call vote.

III. EXAMINATION OF CLAIM REGISTERS: Randy Cassady moved to approve the claim registers for 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. Laurie McRobbie seconded the motion, which passed unanimously via roll-call vote.

IV. EXAMINATION OF PAYROLL REGISTERS: Sue Sgambelluri moved to approve the payroll registers for December 13, 2024, for \$46,000.39; December 27, 2024, for \$40,911.63; January 10, 2025, for \$44,011.74. Laurie McRobbie seconded the motion, which passed unanimously via roll-call vote.

V. REPORT OF OFFICERS AND COMMITTEES

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

B. Treasurer's Report: Jessica McClellan was available to answer questions.

C. Legal Report: Margie Rice was available to answer questions

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

E. Hopewell Update: Mary Krupinski stated that the Hopewell East public offering is due February 7, 2024.

VI. NEW BUSINESS

A. Resolution 25-01: Approval of the 2025 RDC Commission Schedule.

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

Randy Cassady moved to approve 25-01. Sue Sgambelluri seconded the motion, which passed unanimously via roll-call vote.

B. Resolution 25-02: Approval of Maintenance of RDC Owned Property in the Allocation Area. Anna Killion-Hanson stated that this is the annual resolution that approves funding for the maintenance of RDC-owned properties.

Randy Cassady requested a list of all RDC-owned properties. Margie Rice said staff will work together to provide an updated list. Deborah Myerson proposed an addendum to the resolution to include the list of RDC-owned properties.

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

Sue Sgambelluri moved to approve Resolution 25-02, with the proposed addendum to include all RDC-owned properties. Sue Sgambelluri seconded the motion, which passed unanimously via roll-call vote.

C. Resolution 25-03: Approval of Funding for Appraisals for Property in the Allocation Areas. Margie Rice stated that this resolution authorizes an amount not exceeding \$50,000 for various appraisals needed throughout the year. This resolution also authorizes Anna Killion-Hanson, Director of Housing and Neighborhood Development, the authority to sign any necessary agreements with independent appraisal agencies. City staff will present the findings of any appraisal to the RDC.

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

Randy Cassady moved to approve Resolution 25-03. Laurie McRobbie seconded the motion, which passed unanimously via roll-call vote.

D. Resolution 25-04: Approval of Lease with Vivum AI. As part of the EDA grant, 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, (The Mill) to act as its representative in managing and leasing the Forge. The RDC approved a model lease for the Forge in Resolution 24-31, and the model lease was subsequently approved by the EDA.

John Fernandez stated that Vivum AI supports the mission of the Trades District. He also stated this is a five-year lease that would enable Vivum AI to stay in the Trades District as they scale up. Fernandez explained the details of the lease and answered questions from the commissioners.

Deborah Myerson pointed out that the full resolution number is missing in the third whereas in Resolution 25-04. City staff will correct the missing resolution number.

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

Sue Sgambelluri moved to approve Resolution 25-04 with the amendment to correct the missing resolution number. Laurie McRobbie seconded the motion, which passed unanimously.

- E. Resolution 25-05: Approval of Amendment 3 for Architectural and Engineering Services with Axis Architecture Interiors LLC, for the Forge.** Jane Kupersmith stated that this amendment is for an additional \$700 for design services, including layout, furniture selection, and finishes. This brings the total contract amount to \$418,440.76.

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

Randy Cassady moved to approve Resolution 25-05. Sue Sgambelluri seconded the motion, which passed unanimously.

- 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/Payroll.**

Deborah Myerson asked for public comment on Resolutions 25-06 through 25-10. There were no comments from the public.

Randy Cassady moved to approve Resolution 25-06 through 25-10. Sue Sgambelluri seconded the motion, which passed unanimously.

- 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.** Matt Swinney stated that this project is from 2022. The Boys and Girls Club had a staffing turnover and didn't have the capacity to run this project. They now have additional staff dedicated to completing this project. This amendment will extend the date of their agreement.

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

Randy Cassady moved to approve Resolution 25-11. Sue Sgambelluri seconded the motion, which passed unanimously.

- 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 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.**

Deborah Myerson Asked for public comment for Resolutions 25-12 through 25-18. There were no comments from the public.

Sue Sgambelluri moved to approve Resolutions 25-12 through 25-18. Laurie McRobbie seconded the motion, which passed unanimously.

VII. BUSINESS/GENERAL DISCUSSION –

- VII. ADJOURNMENT** –Sue Sgambelluri moved to adjourn. Randy Cassady seconded. The meeting adjourned at 5:45 p.m.

Deborah Myerson, President

John West, Secretary

Date: _____



KERRY THOMSON
MAYOR

CITY OF BLOOMINGTON

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Bloomington IN 47402

JESSICA MCCLELLAN
CONTROLLER

CONTROLLER'S OFFICE

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Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 01-31-2025 (\$1,968,859.94)
Re: Claims Register

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 01-18-2025 to 01-31-2025. 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 01-18-2025 to 01-31-2025, with respect to claims to be paid from Tax Increment funds. In signing below, I am expressing my opinion that based on that review; these claims are a permissible use of Tax Increment funds.

Signed by:

77DF4452B425426...
City Attorney



Board of Redevelopment Commission Claim Register

Invoice Date Range 01/18/25 - 01/31/25

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 150500 - Housing										
Account 53960 - Grants										
5309 - GMS- Pavilion Properties, LLC	R101-Franklin	15-Rent Deposit-B. Franklin-200 S Madison, Apt C-128	Paid by Check # 79638		01/21/2025	01/21/2025	01/31/2025		01/31/2025	500.00
56 - Middle Way House, INC	R101-Silvers	15-Rent Deposit-A. Silvers -320 S Washington St	Paid by Check # 79644		01/21/2025	01/21/2025	01/31/2025		01/31/2025	500.00
Account 53960 - Grants Totals							Invoice Transactions 2			\$1,000.00
Program 150500 - Housing Totals							Invoice Transactions 2			\$1,000.00
Program 151600 - Title 16										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	796710	15-circuit analyzer	Paid by EFT # 63744		01/21/2025	01/21/2025	01/31/2025		01/31/2025	11.29
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$11.29
Program 151600 - Title 16 Totals							Invoice Transactions 1			\$11.29
Department 15 - HAND Totals							Invoice Transactions 3			\$1,011.29
Fund 1101 - General Totals							Invoice Transactions 3			\$1,011.29
Fund 2519 - RDC										
Department 15 - HAND										
Program 150000 - Main										
Account 53990 - Other Services and Charges										
7402 - Nature's Way, INC	67192	06-Monthly Interior Maint-College Square-222 S College-1/1/25	Paid by EFT # 63767		01/21/2025	01/21/2025	01/31/2025		01/31/2025	93.00
6688 - SSW Enterprises, LLC (Office Pride)	Inv-241114	06-Janitorial Service-College Sq-222 S. College-1/1/25	Paid by EFT # 63808		01/21/2025	01/21/2025	01/31/2025		01/31/2025	397.50
7402 - Nature's Way, INC	67190	15-Monthly Interior Maint-Showers West Plaza-01/1/25	Paid by EFT # 63767		01/21/2025	01/21/2025	01/31/2025		01/31/2025	276.85
6688 - SSW Enterprises, LLC (Office Pride)	Inv-241502	15-Janitorial Services 5x's per week-Showers West-1/1/25	Paid by EFT # 63808		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,648.00
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888952-4010825	15-489 W. 10th St-Unit #2-gas bill 12/04/24-01/03/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	48.77
2260 - Republic Services, INC	0694-003591884	06-College Sq-222 S College-trash service-January 2025	Paid by EFT # 63614		01/22/2025	01/22/2025	01/22/2025		01/22/2025	186.04
208 - City Of Bloomington Utilities	200981-0011224	15-640 N Madison-water/sewer bill-December 2024	Paid by Check # 79615		01/22/2025	01/22/2025	01/22/2025		01/22/2025	11.21



Board of Redevelopment Commission Claim Register

Invoice Date Range 01/18/25 - 01/31/25

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	9101205751660125	15-627 N Morton-elec chgs 12/03/24-01/02/25	Paid by Check # 79619		01/22/2025	01/22/2025	01/22/2025		01/22/2025	107.55
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12887439-3010825	15-627 N Morton-gas bill 12/04/24-01/03/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	83.75
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	12888942-5010825	15-489 W. 10th St-Unit #1-gas bill 12/04/24-01/03/25	Paid by Check # 79630		01/22/2025	01/22/2025	01/22/2025		01/22/2025	475.90
2260 - Republic Services, INC	0694-003591120	04- 627 N Morton-trash service 01/01-01/31/25	Paid by EFT # 63614		01/22/2025	01/22/2025	01/22/2025		01/22/2025	198.11
208 - City Of Bloomington Utilities	35277-0021224	15-Showers West -320 W. 8th St water/sewer - December 2024	Paid by Check # 79615		01/22/2025	01/22/2025	01/22/2025		01/22/2025	789.92
223 - Duke Energy	9101315253891124	15-Hopewell-615 W. 1st St-elec chgs 10/26/24-11/22/24	Paid by Check # 79619		01/22/2025	01/22/2025	01/22/2025		01/22/2025	35.38
223 - Duke Energy	9101315253891224	15-Hopewell-615 W. 1st St-elec chgs 11/23/24-12/23/24	Paid by Check # 79619		01/22/2025	01/22/2025	01/22/2025		01/22/2025	35.38
223 - Duke Energy	9101397672040125	15-Showers W-320 E 8th St-elec chgs-12/03/24-01/02/25	Paid by Check # 79621		01/22/2025	01/22/2025	01/22/2025		01/22/2025	7,037.27
208 - City Of Bloomington Utilities	4995-004 1224	15-627 N Morton Street-water/sewer bill - December 2025	Edit		01/29/2025	01/29/2025	01/29/2025			48.46
223 - Duke Energy	9101205755460125	15-335 W. 11th-elec chgs 12/03/24-01/02/25	Edit		01/29/2025	01/29/2025	01/29/2025			12.14
Account 53990 - Other Services and Charges Totals							Invoice Transactions	17		\$11,485.23
Program 150000 - Main Totals							Invoice Transactions	17		\$11,485.23
Department 15 - HAND Totals							Invoice Transactions	17		\$11,485.23
Fund 2519 - RDC Totals							Invoice Transactions	17		\$11,485.23



Board of Redevelopment Commission Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2529 - Housing Develop (Ord16-41)(S9506)										
Department 15 - HAND										
Program 150500 - Housing										
Account 53990 - Other Services and Charges										
7768 - Bloomington Cooperative Living Incorporated	Dec-24	15-Housing Dev Fund-410 W. Kirkwood Ave-Dec 2024 bookkeeping	Paid by EFT # 63652		01/21/2025	01/21/2025	01/31/2025		01/31/2025	1,320.00
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		<u>\$1,320.00</u>
Program 150500 - Housing Totals							Invoice Transactions	1		<u>\$1,320.00</u>
Department 15 - HAND Totals							Invoice Transactions	1		<u>\$1,320.00</u>
Fund 2529 - Housing Develop (Ord16-41)(S9506) Totals							Invoice Transactions	1		<u>\$1,320.00</u>
Fund 4445 - Consolidated TIF										
Department 15 - HAND										
Program 159000 - Admin										
Account 53810 - Principal										
7255 - BOKF, NA	BTONTIRBRE24-225	06-BTONTIRBRE24 P&I SYP TIF Rev. Ref Bonds 2024-2/2025	Paid by EFT # 63622		01/24/2025	01/24/2025	01/24/2025		01/24/2025	1,625,000.00
Account 53810 - Principal Totals							Invoice Transactions	1		<u>\$1,625,000.00</u>
Account 53820 - Interest										
7255 - BOKF, NA	BTONTIRBRE24-225	06-BTONTIRBRE24 P&I SYP TIF Rev. Ref Bonds 2024-2/2025	Paid by EFT # 63622		01/24/2025	01/24/2025	01/24/2025		01/24/2025	320,250.00
Account 53820 - Interest Totals							Invoice Transactions	1		<u>\$320,250.00</u>
Program 159000 - Admin Totals							Invoice Transactions	2		<u>\$1,945,250.00</u>
Program 159001 - Adams Crossing Area										
Account 53990 - Other Services and Charges										
7808 - J.S. Held LLC	INV-01US-0223392	15-Project Management-Hopewell Site-thru 12/18/24	Paid by EFT # 63739		01/21/2025	01/21/2025	01/31/2025		01/31/2025	4,209.50
Account 53990 - Other Services and Charges Totals							Invoice Transactions	1		<u>\$4,209.50</u>
Program 159001 - Adams Crossing Area Totals							Invoice Transactions	1		<u>\$4,209.50</u>
Program 159006 - West 17th Street Area										
Account 53990 - Other Services and Charges										
5641 - AZTEC Engineering Group, INC	171682	15-B-Line Extension Project, Adm 4 & 5 11/01/24-11/30/24	Paid by EFT # 63641		01/21/2025	01/21/2025	01/31/2025		01/31/2025	400.00
19362 - CrossRoad Engineers, PC	242085	07-B-Line Extension (CE) 11/30/24-12/27/24	Paid by EFT # 63682		01/21/2025	01/21/2025	01/31/2025		01/31/2025	5,183.92
Account 53990 - Other Services and Charges Totals							Invoice Transactions	2		<u>\$5,583.92</u>
Program 159006 - West 17th Street Area Totals							Invoice Transactions	2		<u>\$5,583.92</u>
Department 15 - HAND Totals							Invoice Transactions	5		<u>\$1,955,043.42</u>



Board of Redevelopment Commission Claim Register

Invoice Date Range 01/18/25 - 01/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 4445 - Consolidated TIF Totals								Invoice Transactions	5	\$1,955,043.42
Grand Totals								Invoice Transactions	26	\$1,968,859.94

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
01/31/25	Claims				\$1,968,859.94
					<u>\$1,968,859.94</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 \$1,968,859.94

Dated this 24th 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 Chris Schilard



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
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controller@bloomington.in.gov

Claims Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Treasurer
Date: 02-05-2025 (\$123,747.72)
Re: Claims Register - Special

City staff, Department Heads, and I have reviewed the Claims listed in the Claims Register covering the time-period from 02-05-2025 to 02-05-2025. 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 02-05-2025 to 02-05-2025, 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

Corporation Counsel



Board of Redevelopment Commission Claim Register

G/L Date Range 02/05/25 - 02/05/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 2403 - CDBG										
Department 15 - HAND										
Program 150000 - Main										
Account 53910 - Dues and Subscriptions										
8655 - Benevate INC (Neighborly Software)	Inv13163	15-Housing & Comm Dev Software Sub-3/25 -3/26	Paid by EFT # 561		01/29/2025	01/29/2025	02/05/2025		02/05/2025	8,820.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 1		\$8,820.00
Account 53960 - Grants										
421 - Centerstone Of Indiana, INC	CDBG-1.13.25	15-CDBG-221 N Rogers St Exterior Painting	Paid by EFT # 562		01/29/2025	01/29/2025	02/05/2025		02/05/2025	65,985.00
47 - Community Kitchen Of Monroe County, INC	JUNE-DEC 2024	15-CDBG-meals for June-Dec 2024 - 5418 meals	Paid by EFT # 563		01/29/2025	01/29/2025	02/05/2025		02/05/2025	18,311.61
174 - Hoosier Hills Food Bank INC	CDBG-1.29.25	15-CDBG 2023 Funding Agreement; Jun 2024-Jan 2025 driver time	Paid by EFT # 564		01/29/2025	01/29/2025	02/05/2025		02/05/2025	17,061.61
6900 - Northeast & Bucks Co (Mullin & Lonergan Assoc)	1291-05/02	15-Consultant Services for the 5 year consolidated Plan-Jan 25	Paid by EFT # 565		01/29/2025	01/29/2025	02/05/2025		02/05/2025	1,050.00
6900 - Northeast & Bucks Co (Mullin & Lonergan Assoc)	1291-04/03	15-Consultant Services for the 5 year consolidated Plan-Sept 24	Paid by EFT # 565		01/29/2025	01/29/2025	02/05/2025		02/05/2025	3,699.50
Account 53960 - Grants Totals								Invoice Transactions 5		\$106,107.72
Program 150000 - Main Totals								Invoice Transactions 6		\$114,927.72
Department 15 - HAND Totals								Invoice Transactions 6		\$114,927.72
Fund 2403 - CDBG Totals								Invoice Transactions 6		\$114,927.72
Fund 2404 - HOME										
Department 15 - HAND										
Program 150000 - Main										
Account 53910 - Dues and Subscriptions										
8655 - Benevate INC (Neighborly Software)	Inv13163a	15-Housing & Comm Dev Software Sub-3/25 -3/26	Paid by EFT # 291		01/29/2025	01/29/2025	02/05/2025		02/05/2025	8,820.00
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 1		\$8,820.00
Program 150000 - Main Totals								Invoice Transactions 1		\$8,820.00
Department 15 - HAND Totals								Invoice Transactions 1		\$8,820.00
Fund 2404 - HOME Totals								Invoice Transactions 1		\$8,820.00
Grand Totals								Invoice Transactions 7		\$123,747.72

REGISTER OF CLAIMS

Board: Redevelopment Commission Claim Register-SPECIAL

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
02/05/25	Claims				\$123,747.72
					<u>\$123,747.72</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 \$123,747.72

Dated this 31st day of Jan year of 20 25.

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 Silbland



**KERRY THOMSON
MAYOR**

CITY OF BLOOMINGTON
401 N Morton St

Post Office Box 100
Bloomington IN 47402

**JESSICA MCCLELLAN
CONTROLLER**

CONTROLLER'S OFFICE
p 812.349.3416

f 812.349.3456
controller@bloomington.in.gov

Payroll Register Cover Letter

To: Redevelopment Commission
From: Jessica McClellan, Controller
Date: January 24, 2025
Re: Payroll Register

City staff, Department Heads and I have reviewed the Payroll Register covering the time period from 01/06/2025 to 01/19/2025. 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 01/24/25 - 01/24/25

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	01/24/2025	2,790.08		.00	297.61	170.71	39.93	78.45	55.96	185.84	1,961.58
			.00	.00	2,653.46	2,753.46	2,753.46	2,653.46	2,653.46		
		\$2,790.08	\$0.00	\$0.00	\$297.61	\$170.71	\$39.93	\$78.45	\$55.96	\$185.84	\$1,961.58
10000 Bixler, Daniel R 2594	01/24/2025	2,105.27		.00	205.72	136.55	31.93	64.92	46.31	140.06	1,479.78
			.00	.00	2,202.35	2,202.35	2,202.35	2,202.35	2,202.35		
		\$2,105.27	\$0.00	\$0.00	\$205.72	\$136.55	\$31.93	\$64.92	\$46.31	\$140.06	\$1,479.78
2972 Caswell, Tammy M	01/24/2025	2,409.61		.00	176.53	142.39	33.30	68.45	49.06	176.17	1,763.71
			.00	.00	2,281.63	2,296.63	2,296.63	2,281.63	2,281.63		
		\$2,409.61	\$0.00	\$0.00	\$176.53	\$142.39	\$33.30	\$68.45	\$49.06	\$176.17	\$1,763.71
10000 Collins, Barry 0111	01/24/2025	1,225.00		.00	186.73	75.95	17.76	36.75	21.44	.00	886.37
			.00	.00	1,225.00	1,225.00	1,225.00	1,225.00	1,225.00		
		\$1,225.00	\$0.00	\$0.00	\$186.73	\$75.95	\$17.76	\$36.75	\$21.44	\$0.00	\$886.37
2771 Council, David R	01/24/2025	2,468.15		.00	272.19	195.23	45.66	91.21	65.06	326.73	1,472.07
			.00	.00	3,078.82	3,148.82	3,148.82	3,078.82	3,078.82		
		\$2,468.15	\$0.00	\$0.00	\$272.19	\$195.23	\$45.66	\$91.21	\$65.06	\$326.73	\$1,472.07
3232 Davis, Rebecca D	01/24/2025	2,307.19		.00	235.84	139.08	32.53	66.22	47.24	106.35	1,679.93
			.00	.00	2,207.30	2,243.30	2,243.30	2,207.30	2,207.30		
		\$2,307.19	\$0.00	\$0.00	\$235.84	\$139.08	\$32.53	\$66.22	\$47.24	\$106.35	\$1,679.93
10000 Finley, Christina L 0187	01/24/2025	3,505.95		.00	449.19	197.60	46.21	94.16	67.99	368.95	2,281.85
			.00	.00	3,177.09	3,187.09	3,187.09	3,177.09	3,177.09		
		\$3,505.95	\$0.00	\$0.00	\$449.19	\$197.60	\$46.21	\$94.16	\$67.99	\$368.95	\$2,281.85
2393 Hayes, Chastina J	01/24/2025	2,468.16		.00	210.28	150.10	35.10	71.88	41.93	261.24	1,697.63
			.00	.00	2,395.89	2,420.89	2,420.89	2,395.89	2,395.89		
		\$2,468.16	\$0.00	\$0.00	\$210.28	\$150.10	\$35.10	\$71.88	\$41.93	\$261.24	\$1,697.63
3496 Hershman, Felicia J	01/24/2025	1,882.82		.00	139.49	111.97	26.19	54.18	38.65	97.78	1,414.56
			.00	.00	1,806.02	1,806.02	1,806.02	1,806.02	1,806.02		
		\$1,882.82	\$0.00	\$0.00	\$139.49	\$111.97	\$26.19	\$54.18	\$38.65	\$97.78	\$1,414.56
			\$0.00	\$0.00	\$1,806.02	\$1,806.02	\$1,806.02	\$1,806.02	\$1,806.02		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 01/24/25 - 01/24/25

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	01/24/2025	3,156.62		.00	291.29	192.78	45.09	72.63	51.81	697.27	1,805.75
			.00	.00	2,459.35	3,109.35	3,109.35	2,459.35	2,459.35		
		\$3,156.62		\$0.00	\$291.29	\$192.78	\$45.09	\$72.63	\$51.81	\$697.27	\$1,805.75
			\$0.00	\$0.00	\$2,459.35	\$3,109.35	\$3,109.35	\$2,459.35	\$2,459.35		
3306 Killion-Hanson, Anna	01/24/2025	4,660.25		.00	321.14	286.68	67.05	138.72	98.95	236.36	3,511.35
			.00	.00	4,623.89	4,623.89	4,623.89	4,623.89	4,623.89		
		\$4,660.25		\$0.00	\$321.14	\$286.68	\$67.05	\$138.72	\$98.95	\$236.36	\$3,511.35
			\$0.00	\$0.00	\$4,623.89	\$4,623.89	\$4,623.89	\$4,623.89	\$4,623.89		
1516 Liford, Kenneth T	01/24/2025	2,629.11		.00	214.62	163.00	38.12	77.97	55.62	46.60	2,033.18
			.00	.00	2,599.11	2,629.11	2,629.11	2,599.11	2,599.11		
		\$2,629.11		\$0.00	\$214.62	\$163.00	\$38.12	\$77.97	\$55.62	\$46.60	\$2,033.18
			\$0.00	\$0.00	\$2,599.11	\$2,629.11	\$2,629.11	\$2,599.11	\$2,599.11		
2557 Radewan, Tonda L	01/24/2025	1,722.16		.00	138.21	111.31	26.03	52.71	37.60	126.85	1,229.45
			.00	.00	1,795.31	1,795.31	1,795.31	1,795.31	1,795.31		
		\$1,722.16		\$0.00	\$138.21	\$111.31	\$26.03	\$52.71	\$37.60	\$126.85	\$1,229.45
			\$0.00	\$0.00	\$1,795.31	\$1,795.31	\$1,795.31	\$1,795.31	\$1,795.31		
1378 Sandweiss, Noah S	01/24/2025	2,936.38		.00	382.57	178.20	41.68	85.07	60.69	80.50	2,107.67
			.00	.00	2,874.25	2,874.25	2,874.25	2,874.25	2,874.25		
		\$2,936.38		\$0.00	\$382.57	\$178.20	\$41.68	\$85.07	\$60.69	\$80.50	\$2,107.67
			\$0.00	\$0.00	\$2,874.25	\$2,874.25	\$2,874.25	\$2,874.25	\$2,874.25		
10000 Stong, Mary J 0471	01/24/2025	2,790.08		.00	317.24	161.34	37.73	77.32	55.15	362.00	1,779.30
			.00	.00	2,577.30	2,602.30	2,602.30	2,577.30	2,577.30		
		\$2,790.08		\$0.00	\$317.24	\$161.34	\$37.73	\$77.32	\$55.15	\$362.00	\$1,779.30
			\$0.00	\$0.00	\$2,577.30	\$2,602.30	\$2,602.30	\$2,577.30	\$2,577.30		
504 Swinney, Matthew P	01/24/2025	3,376.85		.00	566.92	209.95	49.10	101.14	72.15	44.34	2,333.25
			.00	.00	3,371.31	3,386.31	3,386.31	3,371.31	3,371.31		
		\$3,376.85		\$0.00	\$566.92	\$209.95	\$49.10	\$101.14	\$72.15	\$44.34	\$2,333.25
			\$0.00	\$0.00	\$3,371.31	\$3,386.31	\$3,386.31	\$3,371.31	\$3,371.31		
2477 Toothman, Cody B	01/24/2025	3,376.85		.00	190.15	198.40	46.40	94.85	66.01	184.85	2,596.19
			.00	.00	3,200.00	3,200.00	3,200.00	3,200.00	3,200.00		
		\$3,376.85		\$0.00	\$190.15	\$198.40	\$46.40	\$94.85	\$66.01	\$184.85	\$2,596.19
			\$0.00	\$0.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00		
2305 Van Rooy, Angela L	01/24/2025	3,376.84		.00	264.11	209.36	48.96	95.31	67.98	249.15	2,441.97
			.00	.00	3,176.84	3,376.84	3,376.84	3,176.84	3,176.84		
		\$3,376.84		\$0.00	\$264.11	\$209.36	\$48.96	\$95.31	\$67.98	\$249.15	\$2,441.97
			\$0.00	\$0.00	\$3,176.84	\$3,376.84	\$3,376.84	\$3,176.84	\$3,176.84		



Payroll Register - Bloomington Redevelopment Commission

Check Date Range 01/24/25 - 01/24/25

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	01/24/2025	2,105.28		.00	268.96	146.19	34.19	70.74	41.26	229.70	1,314.24
			.00	.00	2,357.88	2,357.88	2,357.88	2,357.88	2,357.88		
		\$2,105.28		\$0.00	\$268.96	\$146.19	\$34.19	\$70.74	\$41.26	\$229.70	\$1,314.24
			\$0.00	\$0.00	\$2,357.88	\$2,357.88	\$2,357.88	\$2,357.88	\$2,357.88		
HAND - Housing & Neighborhood Dev		\$51,292.65		\$0.00	\$5,128.79	\$3,176.79	\$742.96	\$1,492.68	\$1,040.86	\$3,920.74	\$35,789.83
			\$0.00	\$0.00	\$50,062.80	\$51,238.80	\$51,238.80	\$50,062.80	\$50,062.80		
Grand Totals		\$51,292.65		\$0.00	\$5,128.79	\$3,176.79	\$742.96	\$1,492.68	\$1,040.86	\$3,920.74	\$35,789.83
			\$0.00	\$0.00	\$50,062.80	\$51,238.80	\$51,238.80	\$50,062.80	\$50,062.80		

***** Multiple Taxes or Deductions Exist.

REGISTER OF PAYROLL CLAIMS

Board: Redevelopment Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/24/2025	Payroll				51,292.65
					<u>51,292.65</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 \$ 51,292.65

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 _____

25-19
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

**ADDITIONAL RIGHT-OF-WAY DEDICATION ALONG HOPEWELL EAST
& HOPEWELL WEST**

- WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, Resolution 18-10, approved the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”), including the areas now known as Hopewell East and Hopewell West; and
- WHEREAS, the West 2nd Street Modernization and Safety Improvements Project (“Project”) consists of various improvements to West 2nd Street between the B-Line Trail and South Walker Street. The Project is programmed in the Bloomington-Monroe County Metropolitan Planning Organization’s Transportation Improvement Program and supports the goals and recommendations defined for this corridor in the City’s 2019 Transportation Plan; and
- WHEREAS, the Project also supports the redevelopment of the Hopewell site; and
- WHEREAS, the Hopewell East and Hopewell West areas have been formally subdivided into lots and additional right-of-way was dedicated along West 2nd Street and South Rogers Street as part of those plats for the implementation of the Project; and
- WHEREAS, additional right-of-way acquisition along the north side of West Second Street was not possible due to certain constraints on private property; and
- WHEREAS, the City requests additional right-of-way to be dedicated along the Hopewell East and Hopewell West areas.

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

1. The RDC reaffirms its support of Hopewell and reiterates that it serves the public's best interests.
2. The RDC approves the right-of-way dedication requested as described in the right-of-way dedication deed attached as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson, President

ATTEST:

John West, Secretary

Date

WARRANTY DEED

Project: West 2nd St Project

Page: 1 of 2

THIS INDENTURE WITNESSETH, That Bloomington Redevelopment Commission, the Grantor(s), of Monroe County, State of Indiana, Convey(s) and Warrant(s) to the CITY OF BLOOMINGTON, the Grantee, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, certain Real Estate situated in the County of Monroe, State of Indiana, and being more particularly described in the legal description attached hereto as Exhibit "A" and depicted upon the Right of Way Parcel Plat attached hereto as Exhibit "B", both of which exhibits are incorporated herein by reference.

This conveyance is subject to any and all easements, conditions and restrictions of record.

The Grantor(s) hereby specifically acknowledge(s) and agree(s) that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with the Grantor(s), or any successors in title to the abutting lands of the Grantor(s), notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by the Grantee or its successors in title, of a portion or all of the said Real Estate or any right of way, roadway or roadway appurtenances established thereupon. This acknowledgement and agreement is a covenant running with the land and shall be binding upon the Grantor(s) and all successors and assigns.

As an inducement for the City of Bloomington to close this real estate transaction, the Grantor(s) assume(s) and agree(s) to pay all tax liabilities, real estate taxes and assessments on the above described real estate which accrue prior to transfer of title to Grantee. This obligation to pay shall survive the said closing and shall be enforceable by the City in the event of any non-payment.

The undersigned represents and warrants that she is a duly elected officer of the Grantor; that the Grantor is a corporation validly existing in the State of its origin and, where required, in the State where the subject real estate is situated; that the Grantor has full corporate capacity to convey the real estate interest described; that pursuant to a resolution of the board of directors or shareholders of the Grantor or the by-laws of the Grantor she has full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that she is, therefore, fully authorized and empowered to convey to the City of Bloomington real estate of the Grantor; and that on the date of execution of said conveyance she had full authority to so act; and that all necessary corporate action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, the said Grantor(s) has executed this instrument this _____ day
of _____, 20_____.

GRANTOR(S): Bloomington Redevelopment Commission

_____(Seal)
Signature

Printed Name and Title

STATE OF _____)
_____) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said State and County, personally appeared
_____, the Grantor(s) in the above conveyance,
and acknowledged the execution of the same on the date aforesaid to be _____ voluntary act and deed and
who, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 20_____.

Signature

Printed Name

My Commission expires _____. I am a resident of _____

County.

Commission # _____

This instrument was prepared by Aleksandrina P. Pratt, City of Bloomington Legal Department, 401 N Morton St, Suite 220,
Bloomington, IN 47404.

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

The mailing address to which statements should be mailed under Indiana Code § 6-1.1-22-8.1 is City of Bloomington, 401 N.
Morton Street, Bloomington, Indiana 47404.

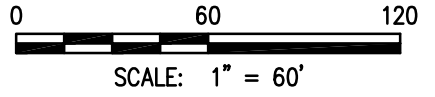
HOPEWELL EAST

A part of Lot 1A, Lot 1B and Lot 1C in Hopewell East Subdivision in the City of Bloomington, Indiana, the plat of which is recorded in Instrument Number 2024005941 in the Office of the Recorder of Monroe County, Indiana, described as follows: Beginning at the northwest corner of said Lot 1A; thence South 89 degrees 32 minutes 28 seconds East 147.67 feet along the south boundary of Second Street and the north line of said Lot 1A, said Lot 1B and said Lot 1C; thence South 87 degrees 29 minutes 32 seconds West 104.34 feet; thence South 82 degrees 55 minutes 19 seconds West 32.78 feet; thence South 30 degrees 34 minutes 10 seconds West 22.31 feet to the east boundary of Rogers Street and the west line of said Lot 1A; thence North 0 degrees 54 minutes 11 seconds East 29.00 feet along said west line and the boundary of said Rogers Street to the point of beginning and containing 740 square feet, more or less.

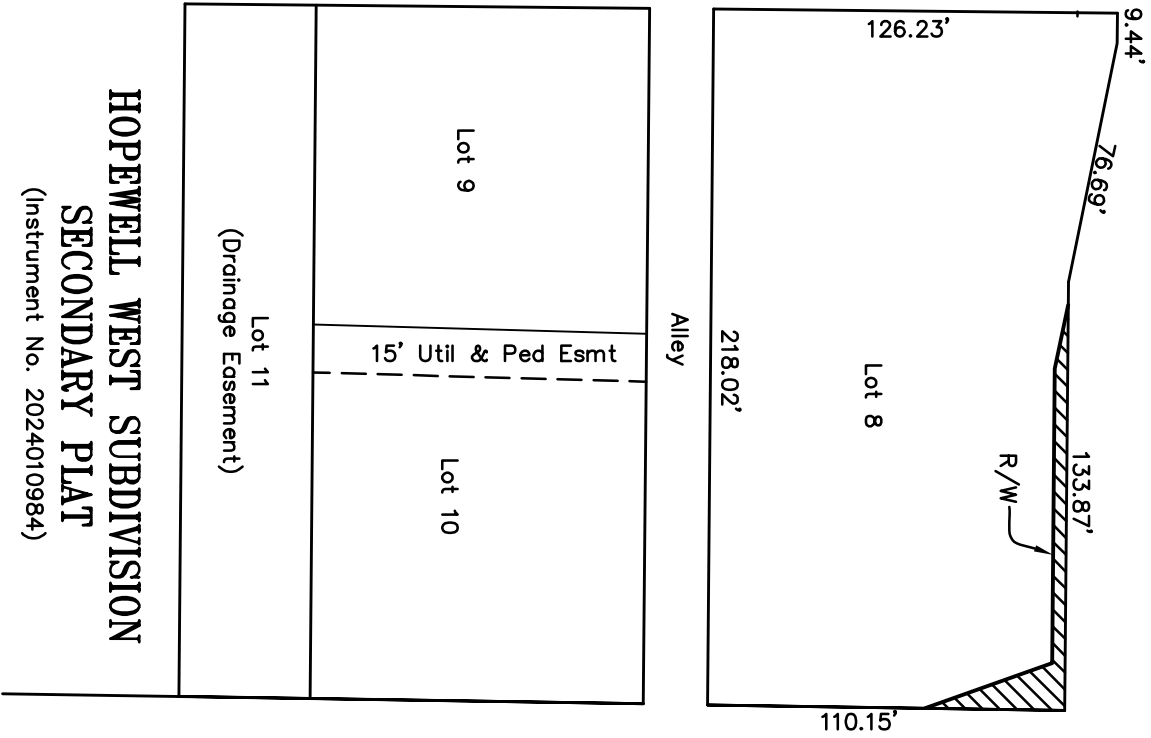
HOPEWELL WEST

A part of Lot 8 in Hopewell West Subdivision - Secondary Plat in the City of Bloomington, Indiana, the plat of which is recorded in Instrument Number 2024010984 in the Office of the Recorder of Monroe County, Indiana, described as follows: Beginning at the northeast corner of said lot; thence South 0 degrees 54 minutes 11 seconds West 43.60 feet along the west boundary of Rogers Street and the east line of said lot; thence North 19 degrees 34 minutes 41 seconds West 42.16 feet; thence North 89 degrees 29 minutes 24 seconds West 92.00 feet; thence North 78 degrees 10 minutes 47 seconds West 20.40 feet to the south boundary of Second Street and the north line of said lot; thence South 89 degrees 29 minutes 24 seconds East 126.78 feet along said north line and the boundary of said Second Street to the point of beginning and containing 759 square feet, more or less.

EXHIBIT "B"

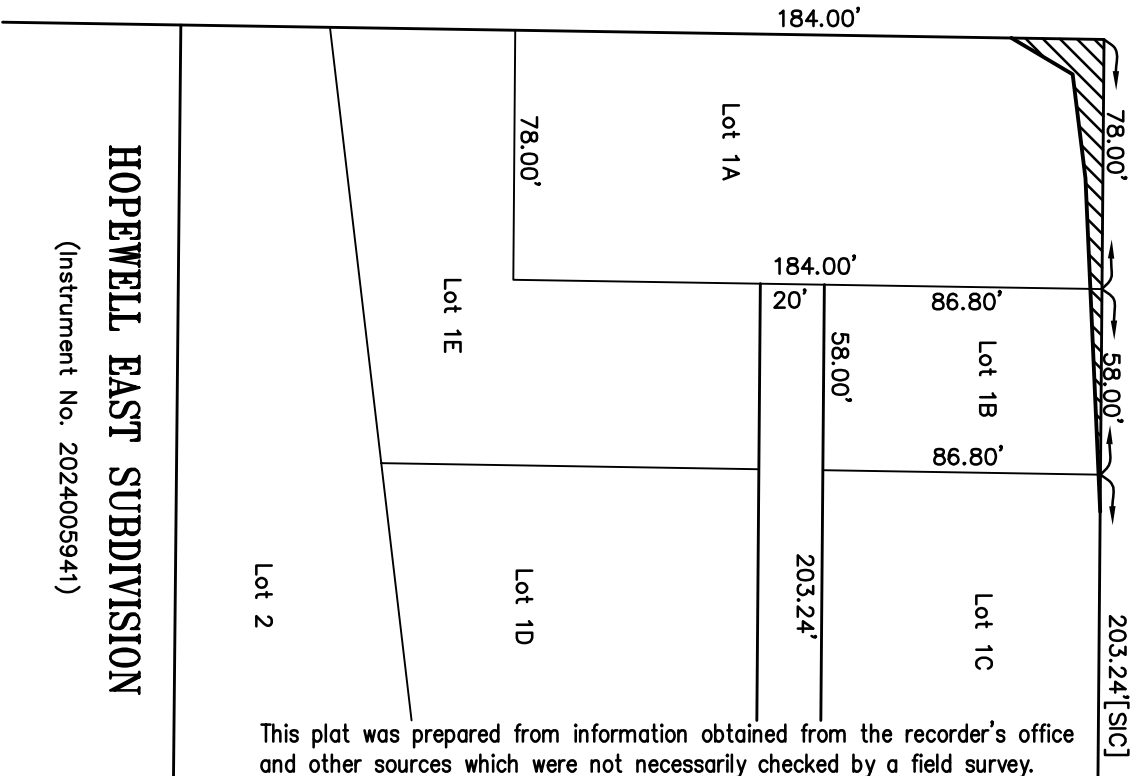


JACKSON STREET



**HOPEWELL WEST SUBDIVISION
SECONDARY PLAT**
(Instrument No. 2024010984)

ROGERS STREET



SECOND STREET

HOPEWELL EAST SUBDIVISION
(Instrument No. 2024005941)

This plat was prepared from information obtained from the recorder's office and other sources which were not necessarily checked by a field survey.



Bloomington Redevelopment Commission Staff Report

Project/Event: Approve Resolution #25-19 2nd/Rogers R/W Dedication

Petitioner/Representative: Engineering Department

Staff Representative: Aleksandrina Pratt, Assistant City Attorney
Neil Kopper, Project Engineer

Date: 02/03/2025

Report: The West 2nd Street Modernization and Safety Improvement project utilizes local and federal funding to reconstruct West 2nd Street. The Redevelopment Commission owns property south of 2nd Street at the site of the former IU Health Bloomington Hospital. The areas now known as Hopewell East and West have been formally subdivided into lots and additional right of way was dedicated along 2nd and Rogers Streets as part of those plats. This resolution is a request for additional right of way to be dedicated at the southwest and southeast corners of the intersection of 2nd/Rogers to fully accommodate the roadway improvements necessary for this project as outlined in the City's Transportation Plan.

The reasons for the need for additional right of way are as follows:

1. The right of way dedicated on the plats is based on the required widths in the City's Transportation Plan. However, only half of the required width was dedicated for 2nd Street as the width is measured from the centerline of the roadway due to private property on the other side of the roadway.
2. This intersection of 2nd/Rogers has right of way constraints on the north side of the road including a building on the property line at the northeast corner of the intersection. This made additional right of way acquisition not possible on the north side of the intersection.
3. The Plan Commission granted waivers on both the Hopewell East and Hopewell West subdivisions from the required rounded right of way corners at intersections. These radii are required by City code to accommodate intersection improvements such as this.
4. Vehicle turning movements – this is an intersection of two arterials and must accommodate larger truck turning movements.
5. Protected Bike Lanes – there will be protected bike lanes on both Rogers and 2nd that intersect at this intersection requiring additional space.

The 2nd Street project is scheduled to begin construction in 2025 and be substantially complete by the end of 2026.

25-20
RESOLUTION OF THE REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF THE FIRST AMENDMENT
TO REAL ESTATE CONVEYANCE AND PROJECT AGREEMENT

WHEREAS, on November 18, 2024, the Redevelopment Commission (“RDC”) passed Resolution 24-80 approving the Conveyance Agreement with Dimension Mill Inc., an Indiana non-profit corporation (“the Mill”) for the sale of Tracts 1 and 2 within the Trades District; and

WHEREAS, additional time was needed to complete a required survey, thus necessitating the extension of the Initial Feasibility Period to February 1, 2025; and

WHEREAS, in order to extend the Initial Feasibility Period and make other, necessary, changes including naming the proper title company to manage the closing and noting the assignment of the Mill’s interests to Trades District Community Development, LLC, Angela F. Parker, Attorney at Law, who represents the Mill prepared the First Amendment to Real Estate Conveyance and Project Agreement (“First Amendment”), which is attached hereto and incorporated herein, as Exhibit A; and

WHEREAS, the RDC has reviewed the First Amendment and agrees that it is in the best interests of all parties, including the City of Bloomington and the RDC to approve the same.

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

1. The RDC approves the First Amendment to Real Estate Conveyance and Project Agreement prepared by Angela F. Parker.
2. The RDC approves the closing of the transaction originally intended to be with the Mill, and which will now be with the Trades District Community Development, LLC, within thirty (30) days of the now extended Feasibility Period.
3. The RDC authorizes HAND staff, the City’s Corporation Counsel, and the RDC’s fiscal officer, who is the City’s Controller, to take any and all administrative actions necessary to effectuate the closing of the transaction.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson
President of the Bloomington Redevelopment Commission

Date

ATTEST:

John West
Secretary of the Bloomington Redevelopment Commission

Date

EXHIBIT A

FIRST AMENDMENT TO REAL ESTATE CONVEYANCE AND PROJECT AGREEMENT

This First Amendment to Real Estate Conveyance and Project Agreement (hereafter “First Amendment”) is effective as of the date of last signature of this First Amendment (the “Effective Date”) by and between City of Bloomington Redevelopment, (“RDC”) and The Dimension Mill, Inc., an Indiana non-profit corporation (“The Mill”).

RECITALS:

WHEREAS, RDC and The Mill executed a certain Real Estate Conveyance and Project Agreement dated December 3, 2024, (“Agreement”), whereby RDC agrees to convey real estate located in Monroe County, Indiana, commonly known as 621 N Rogers Street; 553 W 11 Street; 391 W 11th Street; and 641 N Madison Street, Bloomington, Indiana, legally described in the Agreement; and

WHEREAS, the Mill herein provides notice of a thirty (30) day extension of the Initial Feasibility Period, pursuant to paragraph 3.B. of the Agreement, to now end February 1, 2025; and

WHEREAS, the parties agree that the title company shall be Title Plus! 328 South Walnut Street, Suite A, Bloomington, IN 47401; and

WHEREAS, The Mill desires to assign all of its rights, title and interest under the Agreement in the above-referenced properties to Trades District Community Development, LLC, a single-purpose entity, wholly owned by the Mill to fulfill the purposes of this project.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by the parties, RDC and The Mill agree as follows:

1. Capitalized terms used in this First Amendment shall have the same meaning as set forth in the Agreement, unless specifically stated otherwise.
2. The Mill herein provides its notice that the Initial Feasibility Period is extended by a period of thirty (30) days to now end February 1, 2025. This further extends the time to complete the survey contemplated in paragraph 3.B.i.
3. The title company shall be Title Plus! 328 South Walnut Street, Suite A, Bloomington, IN 47401.
4. The Mill hereby assigns all of its rights, title and interest under the Agreement in the above-referenced properties to Trades District Community Development, LLC.

5. Except as expressly modified by this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed the date and year of last signature listed below.

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION**

By: _____

Date: _____

ATTEST:

Development,

By: _____
John West, Secretary

Date: _____

CITY OF BLOOMINGTON, INDIANA

By: _____
Margie Rice, Corporation Counsel

THE DIMENSION MILL, INC

By: _____
John R. Fernandez,
Interim Executive Director

Date: _____

ACCEPTED BY:

Trades District Community

LLC

By: _____
John R. Fernandez,
Interim Executive Director
The Dimension Mill, Inc. Authorized
Member

Date: _____

Angela F. Parker, Counsel to the Mill and
Trades District Community
Development, LLC

Prepared By:
Angela F. Parker, Attorney at Law
Paganelli Law Group
116 West 6th Street, Suite 200
Bloomington, IN 47404
Tele: (812) 332-6556. Email: aparker@paganelligroup.com

25-21
RESOLUTION OF THE REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

TO CLARIFY THE VACATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE TRADES DISTRICT

WHEREAS, on September 16, 2024, the Redevelopment Commission (“RDC”) passed Resolution 24-66 to Vacate Covenants, Conditions and Restrictions for the Trades District; and

WHEREAS, Resolution 24-66 directed RDC staff to submit a petition to the City of Bloomington Plan Commission (“Plan Commission”) in order for them to approve the vacation of the original Declaration of Covenants, Conditions and Restrictions for the Trades District Subdivision (“Declaration”) which were recorded on February 17, 2019, under Instrument Number 2019002508, and which had been originally approved by Resolution 18-71; and

WHEREAS, it has since been confirmed by the staff for the City Legal Department and staff for the City of Bloomington Planning Department that the Plat for the Trades District, which may be found in Plat Cabinet “D” (Envelope 167), duly entered for taxation with the Auditor of Monroe County on April 25, 2018, and recorded on April 26, 2018, and recorded under Instrument Number 2018005027, does not reference the Declaration, as the Declaration was not in existence at the time the Plat was approved or recorded; and

WHEREAS, the Plan Commission never approved the Declaration; and

WHEREAS, in Section I, paragraph M of the recorded Declaration, which provides for the definition of “Plat”, the Instrument Number, Plat Cabinet, and Envelope information is blank; and

WHEREAS, the only governing body that approved and recorded the Declaration was the RDC, which means that the RDC has full and complete authority to vacate the Declaration, which it already did via Resolution 24-66; therefore, Plan Commission approval is not necessary to vacate or rescind the Declaration.

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

1. The RDC is approving Resolution 25-21 in order to create a clear record for future reference as to its actions in regards to the vacation of the above-mentioned Declaration.
2. The RDC formally rescinds its direction to RDC staff to submit a Petition to the Plan Commission, as it is not legally necessary.
3. The RDC approves the attached Vacation of Covenants, Conditions, and Restrictions for the Trades District, which is attached hereto and incorporated herein, and instructs RDC staff to cause the same to be recorded in the office of the Monroe County Recorder so that a legal record is made of the vacation of the Declaration.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson
President of the Bloomington Redevelopment Commission

Date

ATTEST:

John West
Secretary of the Bloomington Redevelopment Commission

Date

Vacation of Covenants, Conditions, and Restrictions for the Trades District Subdivision

The City of Bloomington Redevelopment Commission (“RDC”), which approved a Declaration of Covenants, Conditions, and Restrictions (“Declaration”) for the Trades District Subdivision on November 15, 2018, via Resolution 18-71, has vacated the Declaration.

The Declaration was recorded on February 27, 2019 in the Office of the Monroe County Recorder, under Instrument Number 2019002508.

The Declaration, however, was never approved by the City of Bloomington Plan Commission and was not made a part of the Plat for the Trades District, which may be found in Plat Cabinet “D” (Envelope 167), duly entered for taxation with the Auditor of Monroe County on April 25, 2018, and recorded on April 26, 2018, and recorded under Instrument Number 2018005027.

The RDC vacated the Declaration on September 16, 2024, via Resolution 24-66 and, on February 3, 2025, via Resolution 25-21, clarified its sole legal authority to vacate the Declaration, without any legal necessity of approval of such vacation by the Plan Commission.

The Declaration is vacated and voided and no longer runs with the land located in the Trade District Subdivision.

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myerson
President of the Bloomington Redevelopment Commission

Date

ATTEST:

John West
Secretary of the Bloomington Redevelopment Commission

Date

I affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Signed: /s/ [Margie Rice](#)

This instrument was prepared by Margie Rice, Corporation Counsel, City of Bloomington Legal Department, P.O. Box 100, Bloomington, IN 47402

25-22
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

**DESIGNATION OF SIGNATORY AUTHORITY FOR THE CONVEYANCE OF REAL
PROPERTY ON BEHALF OF THE REDEVELOPMENT COMMISSION OF THE CITY
OF BLOOMINGTON**

WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) owns real property throughout the allocation area known as the Consolidated TIF (“RDC Property”); and

WHEREAS, the RDC approves the transfer of real property through formal resolution; and

WHEREAS, the RDC wishes to designate the signatory authority for the conveyance of real property

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

1. The RDC authorizes its President, Deborah Myerson, her successor, or her assign to sign any necessary closing documents on the RDC’s behalf.
2. In the event that the RDC President is unavailable, the RDC authorizes its Secretary, John West, his successor, or his assign to sign any necessary closing documents on the RDC’s behalf.
3. The approval shall not be interpreted as satisfaction of any other required contingencies.

BLOOMINGTON REDEVELOPMENT COMMISSION

President

Printed Name

ATTEST:

Secretary

Printed Name

Date

**25-24
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF 2024 COMMUNITY DEVELOPMENT BLOCK GRANT PHYSICAL
IMPROVEMENT FUNDING TO CENTERSTONE INDIANA, INC.**

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 repair/replace phase 2 of the 20+-year-old emergency fire suppression sprinkler system in the building owned by Centerstone of Indiana, Inc. have been approved from said source, and,

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

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

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and Centerstone of Indiana, Inc. to repair/replace phase 2 of the 20+-year-old emergency fire suppression sprinkler system in the building at 645 S. Rogers St, Bloomington, is approved for an amount not to exceed **ONE HUNDRED TEN THOUSAND FIVE HUNDRED FIFTY DOLLARS AND 00/100 (\$110,550.00)**.

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. Sub-recipients 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
CENTERSTONE OF INDIANA, INC.
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, entered into this ____ day of February, 2025 by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and Centerstone of Indiana, Inc. a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 645 S. Rogers 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 repair/replace the 20+-year-old emergency fire suppression sprinkler system on the 2nd floor of the building at 645 S Rogers Street, Bloomington, IN, 47403, (“Phase 2”). The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance with CDBG Subrecipient Procurement Procedures.
- b. Begin the project within sixty (60) days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facility as housing for income eligible households for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about 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 Area Benefit (LMA)
24 CFR 570.208(a)(1)

Block Group 1, Census Tract 3.01 Low/mod % - 69.50%

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 **ONE HUNDRED TEN THOUSAND FIVE HUNDRED FIFTY DOLLARS AND 00/100 (\$110,550.00)**. 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: Suzanne Koesel, Executive Director Centerstone of Indiana, Inc 645 S. Rogers St Bloomington, IN 47403 Contact Name: Melissa Brown Email: Melissa.Brown@centerstone.org Tel: (812) 343-1030
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

V. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor”

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Services in Paragraph I.A. above may only be undertaken with the prior approval of the Grantee. In the event of the City's termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee

may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

H. Reversion of Assets.

Upon expiration or termination of this agreement, any CDBG funds in the Subrecipient's possession and any accounts receivable attributed to the use of the CDBG funds shall revert to Grantee's ownership and Subrecipient shall take any necessary action to transfer ownership of said assets to Grantee. Any real estate acquired or improved using CDBG funds shall be subject to the provisions of 24 CFR 570.505 for five (5) years after grant close-out and the use or planned use of any such property may not be changed without following the requirements of that section.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

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

but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

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

C. Reporting and Payment Procedures

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

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

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

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

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

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

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

B. Equal Employment and Affirmative Action

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

C. Davis Bacon and Related Acts

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

D. Contract Work Hours and Safety Standards Act

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

E. Employment Restrictions

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

IX. XI. BUILD AMERICA, BUY AMERICA ACT (BABAA)

Federal Financial Assistance to Non-Federal Entities, defined pursuant to 2 CFR 200.1 as any State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization, shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 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.

X.

XI.

XII. 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:**

CENTERSTONE OF INDIANA, INC:

By:

By:

Deborah Myerson, President

Suzanne Koesel, Executive Director

By:

By:

John West, Secretary

Board Chairperson

25-25
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, IN

APPROVAL OF FIRST AMENDMENT TO
2020 COVID CDBG AGREEMENT WITH BEACON, INC.

WHEREAS, in Resolution 20-78 (“2020 Resolution”), executed on or about November 12, 2020, the Redevelopment Commission approved a Funding Agreement with Beacon, Inc. in the amount of \$50,000 for rental assistance to be provided to low to moderate income residents of Bloomington; and

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

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

NOW, THEREFORE, be it resolved by the Redevelopment Commission of the City of Bloomington, Indiana, hereby approves the following Amendments to the 2020 resolution to add in the necessary language as follows:

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

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

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

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

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

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

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

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myserson, President

John West, Secretary

Date

**FIRST AMENDMENT TO 2020 COVID CDBG AGREEMENT
WITH BEACON, INC.**

This *First Amendment to the Covid Community Development Block Grant Agreement* (“First Amendment”) is hereby entered by and between the City of Bloomington Housing and Neighborhood Development Department (“Grantee”), and 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 St., Bloomington, Indiana 47401 (“Subrecipient”).

WHEREAS, the Grantee and Subrecipient entered into that certain *Covid Community Development Block Grant Agreement between Beacon Inc. and Housing and Neighborhood Development Department of the City of Bloomington* (“Agreement”) on or about October 18, 2020;

WHEREAS, the Redevelopment Commission Reviewed and approved the 2020 CDBG-CV contract with Beacon, Inc. with Resolution 20-78 on November 12, 2020;

WHEREAS, Subrecipient was awarded \$100,803 under the Agreement to prepare and respond to the coronavirus pandemic with the funds to be expended by September 2026;

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

Deborah Myerson, President
Redevelopment Commission

Date

John West, Secretary
Redevelopment Commission

Date

Anna Killion-Hanson, Director
Housing and Neighborhood Development

Date

Rev. Forrest Gilmore, Executive Director

Date

Melanie Vehslage, President Board of Directors

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myserson, President

John West, Secretary

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

Deborah Myerson, President
Redevelopment Commission

Date

John West, Secretary
Redevelopment Commission

Date

Anna Killion-Hanson, Director
Housing and Neighborhood Development

Date

Nathan Ferreira, Executive Director

Date

Elaine Amerson, Chair Board of Commissioners

Date

25-27
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF FIRST AMENDMENT TO 2021 COVID CDBG AGREEMENT
WITH BOYS & GIRLS CLUBS OF BLOOMINGTON

WHEREAS, in Resolution 21-52 (“2021 Resolution”), executed on or about October 6, 2021, the Redevelopment Commission approved a Funding Agreement with Boys & Girls Clubs of Bloomington in the amount of \$100,000 for staffing needs for the Ferguson Crestmont Club; and

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

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

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

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

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

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

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

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

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

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

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myserson, President

John West, Secretary

Date

**FIRST AMENDMENT TO 2021 COVID CDBG AGREEMENT
WITH BOYS AND GIRLS CLUBS OF BLOOMINGTON**

This *First Amendment to the Covid Community Development Block Grant Agreement* (“First Amendment”) is hereby entered by and between the City of Bloomington Housing and Neighborhood Development Department (“Grantee”), and Boys & Girls Clubs of Bloomington, a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 311 S Lincoln St, Bloomington, Indiana 47401 (“Subrecipient”) on this ____ day of _____, 2025.

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

WHEREAS, the Redevelopment Commission Reviewed and approved the 2021 CDBG-CV contract with Boys & Girls Clubs of Bloomington with Resolution 21-52 on October 6, 2021; and

WHEREAS, Subrecipient was awarded \$100,000 under the Agreement to prepare and respond to the coronavirus pandemic with the funds to be expended by September 2026; and

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

Deborah Myerson, President
Redevelopment Commission

Date

John West, Secretary
Redevelopment Commission

Date

Anna Killion-Hanson, Director
Housing and Neighborhood Development

Date

Leslie Abshier, Executive Director

Date

Lori Todd, President Board of Directors

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myserson, President

John West, Secretary

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

Deborah Myerson, President
Redevelopment Commission

Date

John West, Secretary
Redevelopment Commission

Date

Anna Killion-Hanson, Director
Housing and Neighborhood Development

Date

Wyatt Lawson, Executive Director

Date

Julie Schaefer Koduri, President Board of Directors

Date

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

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

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

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

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

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

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

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

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

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

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

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

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myserson, President

John West, Secretary

Date

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

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

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

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

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

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

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

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

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

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

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

2. Not used in accordance with paragraph (b)(7)(i) of this section, in which event the subrecipient shall pay to the City of Bloomington an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the City of Bloomington.
2. Article VII. B. shall be amended as follows:
 8. Program Income Policy. Program Income may be used by the Sub-recipient (as defined at 24 CFR 570.500(a)) as a result of any activities carried out with CDBG-CV funds made available under this contract. Program Income may include:
 - Proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds;
 - Proceeds from the disposition of equipment purchased with federal funds;
 - Gross income from the use or rental of real or personal property acquired or owned and constructed or improved by a subrecipient with federal funds, less the costs incidental to the generation of the income;
 - Funds collected through special assessments made against properties owned and occupied by households not of low-income, where the special assessments are used to recover all or part of the federal portion of a public improvement;
 - Gross income paid to the subrecipient from the ownership interest in a for-profit entity acquired in return for the provision of federal assistance.

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

[SIGNATURES ON FOLLOWING PAGE]

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

Deborah Myerson, President
Redevelopment Commission

Date

John West, Secretary
Redevelopment Commission

Date

Anna Killion-Hanson, Director
Housing and Neighborhood Development

Date

Carrie Stillions, Executive Director

Date

Kathleen Sideli, Chair Board of Directors

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BLOOMINGTON REDEVELOPMENT COMMISSION

Deborah Myserson, President

John West, Secretary

Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

Deborah Myerson, President
Redevelopment Commission

Date

John West, Secretary
Redevelopment Commission

Date

Anna Killion-Hanson, Director
Housing and Neighborhood Development

Date

Cindy Chavez, Executive Director and
Chair, Board of Directors

Date