AGENDA
REDEVELOPMENT COMMISSION

McCloskey Conference Room
October 2, 2017
5:00 p.m.

I. ROLL CALL

II. READING OF THE MINUTES –September 18, 2017 and September 27, 2017

III. EXAMINATION OF CLAIMS –September 22, 2017 for $154,590.42

IV. EXAMINATION OF PAYROLL REGISTERS–September 15, 2017 for $28,359.27

V. REPORT OF OFFICERS AND COMMITTEES
- **A.** Director's Report
- **B.** Legal Report
- **C.** Treasurer's Report
- **D.** CTP Update Report

VI. NEW BUSINESS
- **A.** Resolution 17-65: Approval of Social Service Funding Agreement for Hoosier Hills Food Bank
- **B.** Resolution 17-66: Approval of Social Service Funding Agreement for Mother Hubbard's Cupboard
- **C.** Resolution 17-67: Approval of Social Service Funding Agreement for Middle Way House
- **D.** Resolution 17-68: Approval of Social Service Funding Agreement for Monroe County United Ministries
- **E.** Resolution 17-69: Approval of Social Service Funding Agreement for Community Kitchen
- **F.** Resolution 17-70: Amend Funding Approval for Animal Shelter Construction
- **G.** Resolution 17-71: Amend Project Agreement with Pedcor regarding Affordable Housing in The Trades District
- **H.** Resolution 17-72: Funding for Design Services associated with 17th and Kinser Intersection

VII. BUSINESS/GENERAL DISCUSSION

VIII. ADJOURNMENT

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

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday*, September 18, 2017 at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Jennie Vaughan presiding**

I. ROLL CALL

Commissioners Present: Don Griffin, Sue Sgambelluri, Jennie Vaughan, and Mary Alice Rickert

Commissioners Absent: Kelly Smith and David Walter

Staff Present: Doris Sims, Director, Housing and Neighborhood Development (HAND)

Other(s) Present: Thomas Cameron, Assistant City Attorney; Alex Crowley, Director, Economic & Sustainable Development; Jeff Underwood, City Controller; Brian Payne, Assistant Director Small Business Development, Economic & Sustainable Development (ESD); Kurt Christian, Herald-Times;

II. READING OF THE MINUTES – Mary Alice Rickert made a motion to approve the September 5, 2017 minutes. Sue Sgambelluri seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – Mary Alice Rickert made a motion to approve the claims register for September 8, 2017 for $464,146.36. Sue Sgambelluri seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS – Sue Sgambelluri made a motion to approve the payroll register for September 1, 2017 for $28,217.49. Mary Alice Rickert seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report. Doris Sims was available to answer questions.

B. Legal Report. Thomas Cameron was available to answer questions.

C. Treasurer's Report. Jeff Underwood was available to answer questions.

D. CTP Update Report. Alex Crowley gave a brief update on the Dimension Mill. He explained a few changes have been made. The northern entrance was moved to the west side of the building and is now facing The Trades District. There is a primary and secondary lead design. A schematic will be made for each and both will be put out to bid. The primary design is a single floor across the entire structure. The secondary design is presumably more expensive but has a more glorious design

In 2009, the City of Bloomington passed the green building ordinance. The green building ordinance calls for any building that is either new or has a major renovation, to achieve LEED silver certification. Due to the age and condition of the Dimension Mill, acquiring the certification would be challenging. Crowley stated the goal is to gain as many LEED points as possible and make it building innovative from an energy consumption perspective. However, the reality is we will need to ask for a waiver from the LEED silver certification from the City Council, which is scheduled for tomorrow.

Don Griffin asked how much the lead silver certification cost. Crowley stated to pay for the certification would cost approximately $20,000. However, to bring the building up to lead standards it would cost around $500,000.

VI. NEW BUSINESS

A. Resolution 17-64: Acceptance of Due Diligence Conditions Regarding 627 N. Morton Street. In Resolution 17-55, the Redevelopment Commission accepted an offer to purchase 627 North Morton Street, with certain contingencies that must be satisfied. One of the contingencies was the Redevelopment Commission's satisfactory completion of due diligence. Staff has worked with the seller to gather additional information and is comfortable with conditions of 627 North Morton in light of the due diligence it has completed. Staff recommends the Redevelopment Commission accept the conditions of 627 North Morton Street.

Jennie Vaughan asked for public comment. There was no public comment.

Sue Sgambelluri made a motion to approve Resolution 17-64. Mary Alice Rickert seconded the motion. Don Griffin abstained. Resolution passed.

VII. BUSINESS/GENERAL DISCUSSION

A. Doris Sims reminded the commission there is a special meeting on September 27, 2017 at 4 p.m. The next regularly scheduled meeting is October 2, 2017 at 5:00 p.m.

VIII. ADJOURNMENT

_____ _____

Donald Griffin, President Sue Sgambelluri, Secretary

_____

Date

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on
Wednesday, September 27, 2017 at 4:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Jennie Vaughan presiding

I. ROLL CALL

Commissioners Present: Sue Sgambelluri, Jennie Vaughan, David Walter and Mary Alice Rickert

Commissioners Absent: Kelly Smith and Don Griffin

Staff Present: Doris Sims, Director, Housing and Neighborhood Development (HAND); and Christina Finley, Housing Specialist, Housing and Neighborhood Development (HAND)

Other(s) Present: Thomas Cameron, Assistant City Attorney; Alex Crowley, Director, Economic & Sustainable Development; Kurt Christian, Herald-Times; Jeff Cockerill, Monroe County Government

II. NEW BUSINESS

A. Opening of Bids. Thomas Cameron read into record the summary of responses to the Notice of Offering for the Red Lot. The Commissioners will take the bids under advisement.

III. BUSINESS/GENERAL DISCUSSION

IV. ADJOURNMENT

_____ _____

Donald Griffin, President Sue Sgambelluri, Secretary

_____

Date

17-65
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

WHEREAS, funds are available under Community Development Block Grant No. B-17-MC-18-0013 for public service activities, and,

WHEREAS, funds for the Food Distribution Program, Hoosier Hills Food Bank, Inc. have been approved from said source, and,

WHEREAS, the 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 Public Service Funding Agreement has been presented to the 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 Agreement between the Redevelopment Commission and Hoosier Hills Food Bank, Inc. for the provision of services for the Food Bank Program is approved for an amount not to exceed Twenty Four Thousand Nine Hundred and Ninety-Nine Dollars ($24,999.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Donald Griffin, President

ATTEST:

_____
Sue Sgambelluri, Secretary

_____
Date

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

THIS AGREEMENT, entered into this _____ day of _____, 2017, by and between the City of Bloomington's Housing and Neighborhood Development Department (Hereinafter referred to as "Grantee") and Hoosier Hills Food Bank, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 2333 W. Industrial Park Dr., Bloomington, IN 47402 (Hereinafter referred to as "Subrecipient").

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

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-17-MC-18-0013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Food Distribution Program during CDBG Year 2017-2018 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Collect, sort, store, and distribute food to community nonprofits

2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient's funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims, as outlined below under Paragraph VII.C.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more 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.

I. Benefit low/moderate income clientele
☑ Presumed Benefit-Serve the Homeless.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1	8,013 lbs	96,150 lbs

Unit of activity would equal one pound of food for CDBG eligible recipients.

D. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2017 and end on the 31st day of May, 2018. The last claim for services rendered must be filed before May 10, 2018.

III. BUDGET

Line Item:	Amount:
Allocation	$24,999.00
Per Unit Reimbursement Amount	$.26 \ lb

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Twenty Four Thousand Nine Hundred and Ninety-Nine Dollars ($24,999.00). Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

V. NOTICES

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

Grantee:	Subrecipient:
Dan Niederman, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Julio Alonso, Executive Director Hoosier Hills Food Bank, Inc P.O. Box 697 Bloomington, Indiana 47402 Tel: (812) 334-8374 Fax: (812) 334-8377

If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Grantor Recognition

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

F. Amendments

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

G. Suspension or Termination

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

for any satisfactory work completed on such documents or materials prior to the termination.

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

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principals for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

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

    a. Records providing a full description of each activity undertaken;
    b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
    c. Records required to determine the eligibility of activities;
    d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
    e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
h. "Monthly Client Profile Form" each month through May 31, 2018;
i. Submit performance measurements as required by HUD; and,
j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.

2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.

3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:

   ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided**. Such information shall be made available to Grantee monitors or their designees for review upon request.
   ☐ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not

limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

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

7. Audit. Any Subrecipient that expends $750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

   Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

   - June, July, August September, October and November claims must be submitted no later than December 13, 2017.
   - December, January and February claims must be submitted no later than March 15, 2018.
   - March, April and May claims must be submitted no later than May 10, 2018.

If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

2. Progress Reports. The Subrecipient shall submit a complete and accurate Monthly Client Profile Reporting form with the claim for reimbursement.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

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

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

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity, The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

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

D. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.

3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

4. Lobbying. The Subrecipient hereby certifies that:

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,

and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

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

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

IX. 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.

X. 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 Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

A. Data Universal Numbering System (DUNS)

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

B. System for Award Management (SAM)

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

C. Executive Compensation

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

IN WITNESS WHEREOF, the Parties have executed this contract as of the date indicated below.

Redevelopment Commission

_____ Date:_____

Donald Griffin, President

_____ Date:_____

Sue Sgambelluri, Secretary

Hoosier Hills Food Bank, Inc.

_____ Date:_____

Julio Alonso, Executive Director

17-66
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

WHEREAS, funds are available under Community Development Block Grant No. B-17-MC-18-0013 for public service activities, and,

WHEREAS, funds for the Food Pantry Program, Mother Hubbard's Cupboard have been approved from said source, and,

WHEREAS, the 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 Public Service Funding Agreement has been presented to the 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 Agreement between the Redevelopment Commission and Mother Hubbard's Cupboard for the provision of services for the Food Pantry Program is approved for an amount not to exceed Twenty-Two Thousand and Thirty-Seven Dollars ($22,037.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Donald Griffin, President

ATTEST:

_____
Sue Sgambelluri, Secretary

_____
Date

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

THIS AGREEMENT, entered into this _____ day of _____, 2017, by and between the City of Bloomington's Housing and Neighborhood Development Department (Hereinafter referred to as "Grantee") and Mother Hubbard's Cupboard, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1100 W. Allen St., Bloomington, Indiana 47403 (Hereinafter referred to as "Subrecipient").

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

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-17-MC-18-0013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Food Pantry Program during CDBG Year 2017-2018 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide food items to persons in need five days per week
Activity #2	Provide information and education on nutrition and wellness

2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient's funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims as outlined below under Paragraph VII.C.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more 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.

I. Benefit low/moderate income clientele
☑ Presumed Benefit-Serve the Homeless.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1, 2	1,038	12,450

Unit of activity is providing one CDBG eligible person with a visit to the pantry for food or education/information on nutrition and wellness.

D. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2017 and end on the 31st day of May, 2018. The last claim for services rendered must be filed before May 10, 2018.

III. BUDGET

Line Item:	Amount:
Allocation	$22,037.00
Per Unit Reimbursement Amount	$1.77

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Twenty-Two Thousand and Thirty-Seven Dollars ($22,037.00). Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

V. NOTICES

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

Grantee:	Subrecipient:
Dan Niederman, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Amanda Nickey, Executive Director 1100 W. Allen St., Ste. A Bloomington, Indiana 47403 Tel: (812) 339-6843

If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Grantor Recognition

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

F. Amendments

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

G. Suspension or Termination

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

for any satisfactory work completed on such documents or materials prior to the termination.

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

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principals for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

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

    a. Records providing a full description of each activity undertaken;
    b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
    c. Records required to determine the eligibility of activities;
    d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
    e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
h. "Monthly Client Profile Form" each month through May 31, 2018;
i. Submit performance measurements as required by HUD; and,
j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.

2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.

3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:

   ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided**. Such information shall be made available to Grantee monitors or their designees for review upon request.
   ☐ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not

limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

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

7. Audit. Any Subrecipient that expends $750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

   Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

   - June, July, August September, October and November claims must be submitted no later than December 13, 2017.
   - December, January and February claims must be submitted no later than March 15, 2018.
   - March, April and May claims must be submitted no later than May 10, 2018.

If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

2. Progress Reports. The Subrecipient shall submit a complete and accurate Monthly Client Profile Reporting form with the claim for reimbursement.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

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

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

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity, The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

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

D. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.

3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

4. Lobbying. The Subrecipient hereby certifies that:

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,

and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

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

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

IX. 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.

X. 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 Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

A. Data Universal Numbering System (DUNS)

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

B. System for Award Management (SAM)

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

C. Executive Compensation

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

IN WITNESS WHEREOF, the Parties have executed this contract as of the date indicated below.

Redevelopment Commission

_____ Date:_____

Donald Griffin, President

_____ Date:_____

Sue Sgambelluri, Secretary

Mother Hubbard's Cupboard

_____ Date:_____

Amanda Nickey, Executive Director

17-67
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

WHEREAS, funds are available under Community Development Block Grant No. B-17-MC-18-0013 for public service activities, and,

WHEREAS, funds for the Emergency Domestic Violence Shelter, Middle Way House, Inc. have been approved from said source, and,

WHEREAS, the 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 Public Service Funding Agreement has been presented to the 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 Agreement between the Redevelopment Commission and Middle Way House, Inc. for the provision of services for the Domestic Violence Shelter Program is approved for an amount not to exceed Twenty-One Thousand Two Hundred Eighty-Seven Dollars ($21,287.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Donald Griffin, President

ATTEST:

_____
Sue Sgambelluri, Secretary

_____
Date

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

THIS AGREEMENT, entered into this _____ day of _____, 2017, by and between the City of Bloomington's Housing and Neighborhood Development Department (Hereinafter referred to as "Grantee") and Middle Way House Incorporated, 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, IN 47401 (Hereinafter referred to as "Subrecipient").

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

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-17-MC-18-0013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Emergency Domestic Violence Shelter Program during CDBG Year 2017-2018 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide emergency sheltering services.

2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient's funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims as outlined below under Paragraph VII.C.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more 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.

I. Benefit low/moderate income clientele

☑ Presumed Benefit-Serve victims of domestic violence.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1	28	337

Unit of activity would equal one shelter night for CDBG eligible recipients.

D. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2017 and end on the 31st day of May, 2018. The last claim for services rendered must be filed before May 10, 2018.

III. BUDGET

Line Item:	Amount:
Allocation	$21,287.00
Per Unit Reimbursement Amount	$63.00/shelter night

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Twenty-One Thousand Two Hundred Eighty-Seven Dollars ($21,287.00). Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

V. NOTICES

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

Grantee:	Subrecipient:
Dan Niederman, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Debra Morrow, Executive Director Middle Way House Incorporated P.O. Box 95 Bloomington, Indiana 47402 Tel: (812) 333-7404 Fax: (812) 323-9063

If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

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

F. Amendments

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

G. Suspension or Termination

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

for any satisfactory work completed on such documents or materials prior to the termination.

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

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

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B. Documentation and Record-Keeping

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

    a. Records providing a full description of each activity undertaken;
    b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
    c. Records required to determine the eligibility of activities;
    d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
    e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
h. "Monthly Client Profile Form" each month through May 31, 2018;
i. Submit performance measurements as required by HUD; and,
j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.

2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.

3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

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   ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided**. Such information shall be made available to Grantee monitors or their designees for review upon request.
   ☐ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

5. Closeout. The Subrecipient's obligations to the Grantee do not end until all closeout requirements are completed in accordance with 2 CFR §200.343. All closeout actions should be completed no later than one year after receipt and acceptance of all required final reports. Closeout actions include, but are not

limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

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

7. Audit. Any Subrecipient that expends $750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

C. Reporting and Payment Procedures

1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

   Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

   - June, July, August September, October and November claims must be submitted no later than December 13, 2017.
   - December, January and February claims must be submitted no later than March 15, 2018.
   - March, April and May claims must be submitted no later than May 10, 2018.

If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

2. Progress Reports. The Subrecipient shall submit a complete and accurate Monthly Client Profile Reporting form with the claim for reimbursement.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

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

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

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program.

The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity, The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

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

D. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.

3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

4. Lobbying. The Subrecipient hereby certifies that:

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,

and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

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

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

IX. 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.

X. 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 Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

A. Data Universal Numbering System (DUNS)

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

B. System for Award Management (SAM)

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

C. Executive Compensation

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

IN WITNESS WHEREOF, the Parties have executed this contract as of the date indicated below.

Redevelopment Commission:

_____ Date:_____

Donald Griffin, President

_____ Date:_____

Sue Sgambelluri, Secretary

Middle Way House Incorporated:

_____ Date:_____

Debra Morrow, Executive Director

17-68
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

WHEREAS, funds are available under Community Development Block Grant No. B-17-MC-18-0013 for public service activities, and,

WHEREAS, funds for the Childcare Program, Monroe County United Ministries have been approved from said source, and,

WHEREAS, the 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 Public Service Funding Agreement has been presented to the 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 Agreement between the Redevelopment Commission and Monroe County United Ministries for the provision of services for the Childcare Program is approved for an amount not to exceed Twenty Two Thousand and Thirty-Seven Dollars ($22,037.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Donald Griffin, President

ATTEST:

_____
Sue Sgambelluri, Secretary

_____
Date

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

THIS AGREEMENT, entered into this _____ day of _____, 2017 by and between the City of Bloomington's Housing and Neighborhood Development Department (Hereinafter referred to as "Grantee") and Monroe County United Ministries, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 827 W. 14th Street, Bloomington, Indiana 47404 (Hereinafter referred to as "Subrecipient").

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

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-17-MC-18-0013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Affordable Childcare Program during CDBG Year 2017-2018 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide affordable childcare services

2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program, and the results/outcome measurements of the assistance as outlined by the Subrecipient's funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims as outlined below under Paragraph VII.C.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more 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.

☑ Benefit low/moderate income clientele

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1	2	24

Unit of activity would equal one CDBG eligible child served per month.

D. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2017 and end on the 31st day of May, 2018. The last claim for services rendered must be filed before May 10, 2018.

III. BUDGET

Line Item:	Amount:
Allocation	$22,037
Per Unit Reimbursement Amount	$953/child/month

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Twenty Two Thousand Thirty Seven and Zero One-Hundredths ($22,037.00) Dollars. Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

V. NOTICES

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

Grantee:	Subrecipient:
Dan Niederman, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Monroe County United Ministries Erin Predmore, Executive Director 827 W. 14th Court Bloomington, Indiana 47404 Tel: (812) 339 - 3429 Fax: (812) 339 - 2912

If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. GENERAL CONDITIONS

A. General Compliance

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

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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.

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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.

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

h. "Monthly Client Profile Form" for each month through May 31, 2018;
i. Submit performance measurements as required by HUD; and,
j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.

2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.

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   ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided**. Such information shall be made available to Grantee monitors or their designees for review upon request.
   ☐ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

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

accounts receivable to the Grantee), and determining the custodianship of records.

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

7. Audit. Any Subrecipient that expends $750,000.00 or more during the Subrecipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions set forth in Title 2 CFR Part 200 Subpart F-Audit Requirements. The audit must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or holiday, it is due the next business day.

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1. Payment Procedures. The Subrecipient will submit to the Grantee each month a claim voucher pursuant to the Grantee's claim procedures and deadlines for the corresponding percentage of the preceding month's expenditures as outlined in the budget above which relates to the provision of services to CDBG income eligible residents. Further, the Subrecipient will submit documentation satisfactory to the Grantee, at its sole discretion, showing the Subrecipient's expenditures and a Monthly Status Report.

   Payment for claims will be processed on the Grantee's claims schedule. Subrecipient agrees to make its best effort to submit claims on a monthly basis. Claims must be submitted at least quarterly, no later than the following deadlines:

   - June, July, August September, October and November claims must be submitted no later than December 13, 2017.
   - December, January and February claims must be submitted no later than March 15, 2018.
   - March, April and May claims must be submitted no later than May 10, 2018.

   If the Subrecipient failed to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed into the HAND Department's CDBG programs.

2. Progress Reports. The Subrecipient shall submit a complete and accurate Monthly Client Profile Reporting form with the claim for reimbursement.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

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

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

B. Equal Employment and Affirmative Action

1. Approved Plan. The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state

that it is an Equal Opportunity and Affirmative Action employer. The Grantee hereby incorporates by reference the Equal Opportunity Employment cause in its entirety as written and hereinafter amended in the regulations of the Secretary of Labor at 41 CFR Chapter 60 and the Subrecipient hereby agrees to comply with all terms and conditions contained therein.

C. Employment Restrictions

1. Prohibited Activity, The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

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

D. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.

3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

4. Lobbying. The Subrecipient hereby certifies that:

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,

and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

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

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

IX. 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.

X. 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 Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

A. Data Universal Numbering System (DUNS)

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

B. System for Award Management (SAM)

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

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).

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 from participation in the System for Award Management (SAM).

C. Executive Compensation

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

IN WITNESS WHEREOF, the Parties have executed this contract as of the date indicated below.

Redevelopment Commission

_____ Date:_____

Donald Griffin, President

_____ Date:_____

Sue Sgambelluri, Secretary

Subrecipient

_____ Date:_____

Erin Predmore, Executive Director

17-69
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

WHEREAS, funds are available under Community Development Block Grant funds (CFDA # 14.218) under Grant No. B-17-MC-18-0013 for public service activities, and,

WHEREAS, funds for the Free Meals Program, Community Kitchen of Monroe County, Inc. have been approved from said source, and,

WHEREAS, the 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 Public Service Funding Agreement has been presented to the 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 Agreement between the Redevelopment Commission and Community Kitchen of Monroe County, Inc. for the provision of services for the Free Meals Program is approved for an amount not to exceed Twenty Four Thousand Nine Hundred Ninety-Nine Dollars ($24,999.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

_____
Donald Griffin, President

ATTEST:

_____
Sue Sgambelluri, Secretary

_____
Date

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

THIS AGREEMENT, entered into this _____ day of _____, 2017, by and between the City of Bloomington's Housing and Neighborhood Development Department (Hereinafter referred to as "Grantee") and Community Kitchen of Monroe County Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1515 S. Rogers St, Bloomington, IN 47403 (Hereinafter referred to as "Subrecipient").

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

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B-17-MC-18-0013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering its Free Meals Service Program during CDBG Year 2016-2017 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Delivery

Activity #1	Provide free meals to anyone in need, six days per week from two locations

2. General Administration. The Subrecipient will maintain program and financial records regarding the provision of services, expenses relative to the program participants and the results/outcome measurements of the assistance as outlined by the Subrecipient's funding proposal, which is attached hereto as Exhibit A and incorporated herein by reference. The Subrecipient will file claims as outlined below under Paragraph VII.C.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more 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.

I. Benefit low/moderate income clientele
☑ Presumed Benefit-Serve the Homeless.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to provide the following levels of program services:

Activity	Units per Month	Total Units/Year
Activity 1	997	11,961

Unit of activity would equal one meal for CDBG eligible recipients.

D. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of June, 2017 and end on the 31st day of May, 2018. The last claim for services rendered must be filed before May 10, 2018.

III. BUDGET

Line Item:	Amount:
Allocation	$24,999.00
Per Unit Reimbursement Amount	$2.09

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Twenty Four Thousand Nine Hundred Ninety-Nine Dollars ($24,999.00). Claims for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

As provided for in Section VII (C) (1), claims for services rendered should be submitted monthly and must be submitted at least quarterly. If the Subrecipient fails to file any claims by the end of the second quarter of the grant year, the Subrecipient's funding contract shall be terminated and the funds allocated to it shall be redistributed in the HAND Department's CDBG programs.

V. NOTICES

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

Grantee:	Subrecipient:
Dan Niederman, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, Indiana 47402 Tel: (812) 349-3401 Fax: (812) 349-3582	Community Kitchen of Monroe County, Inc. Vicki Pierce, Executive Director P.O. Box 3286 Bloomington, Indiana 47402 Tel: (812) 332-0999 Fax: (812) 332-1937

If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

VI. GENERAL CONDITIONS

A. General Compliance

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Grantor Recognition

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

F. Amendments

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

G. Suspension or Termination

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

for any satisfactory work completed on such documents or materials prior to the termination.

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

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards. The Subrecipient shall comply with 2 CFR Part 215, Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (Formerly OMB Circular A-110), and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR Part 230, Cost Principals for Non-Profit Organizations (formerly OMB Circular A-122). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

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

    a. Records providing a full description of each activity undertaken;
    b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
    c. Records required to determine the eligibility of activities;
    d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
    e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215;

g. "Client Information Form for CDBG Funds" for each client served under this grant; this form does not take the place of required income and residency documentation;
h. "Monthly Client Profile Form" each month through May 31, 2018;
i. Submit performance measurements as required by HUD; and,
j. Other records necessary to document compliance with 24 CFR Part 570, Subpart K.

2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.

3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:

   ☐ The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided**. Such information shall be made available to Grantee monitors or their designees for review upon request.
   ☐ The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.

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limited to: Submission of required reports, final payments and allowable reimbursements, disposal of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

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

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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.

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The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. EEO/AA Statements. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity, The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

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

D. Conduct

1. Assignability. The Subrecipient shall not assign or transfer any interest in this contract without prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall in any way or to any extent engage in the conduct of political activities in violation of 5 U.S.C. 1501 et seq.

3. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

4. Lobbying. The Subrecipient hereby certifies that:

    a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
    b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    c. It will require that the language of paragraph (d) of this certificate be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,

and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

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

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

IX. 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.

X. 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 Grantee must provide any information needed pursuant to these requirements. This includes entity information, the unique identifier of the Grantee, the unique identifier of the Grantee's parent if applicable, and relevant executive compensation data, if applicable. See subsection 3 below regarding executive compensation data).

A. Data Universal Numbering System (DUNS)

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

B. System for Award Management (SAM)

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

C. Executive Compensation

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

IN WITNESS WHEREOF, the Parties have executed this contract as of the date indicated below.

Redevelopment Commission

_____ Date:_____

Donald Griffin, President

_____ Date:_____

Sue Sgambelluri, Secretary

Community Kitchen of Monroe County Inc.

_____ Date:_____

Vicki Pierce, Executive Director

17-70
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

AMENDMENT OF FUNDING APPROVAL IN REDEVELOPMENT COMMISSION RESOLUTION 17-19 (ANIMAL SHELTER CONSTRUCTION)

WHEREAS, the Redevelopment Commission of the City of Bloomington ("RDC") issued its "Redevelopment District Tax Increment Revenue Bonds of 2015" (the "2015 TIF Bond") to "spur, promote, and encourage the development and redevelopment of the Consolidated Economic Development Area" including the upgrade of the Animal Shelter; and

WHEREAS, in Resolution 15-48, the RDC approved a Project Review and Approval Form ("Form") supporting the upgrade of the Animal Shelter; and

WHEREAS, in Resolution 17-19, the RDC approved funding for a contract to Neidigh Construction Corporation ("Neidigh") in the amount of One Million Nine Hundred Forty Thousand Eleven Dollars ($1,940,011) for the construction contract for the Animal Shelter; and

WHEREAS, City Staff and Neidigh believe that a change order to the construction contract is appropriate ("First Change Order"); and

WHEREAS, a copy of the proposed change order is attached to this Resolution as Exhibit A; and

WHEREAS, the proposed change order would increase the cost of the construction of the Project by $40,433.62 to $1,980,444.62 and extend the completion date from January 31, 2018 to February 27, 2018; and

WHEREAS, there are sufficient funds in the 2015 TIF Bond to pay for the First Change Order; and

WHEREAS, the City has brought the RDC an Amended Form which updates the expected cost and timeline of the Project, and which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its approval of the Project, as set forth in more detail on the Amended Form.

2. The RDC amends the funding approval it made in Resolution 17-19. The funding approval made in Resolution 17-19 for an amount not to exceed $1,940,011 to pay for the construction shall be replaced by an approval for an amount not to exceed $1,980,444.62 to pay for the construction. Originally, that funding approval was to terminate July 1, 2018 unless

extended by the RDC. The funding approval for the construction shall now terminate on August 1, 2018. For the avoidance of doubt, Resolution 17-19 remains otherwise unchanged.

3. The amendment contained the paragraph above is contingent upon the Board of Public Works approving the First Change Order. Staff is asked to ensure that a fully executed copy of the First Change Order is kept with the RDC's files.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____

Donald Griffin, President

ATTEST:

_____

Sue Sgambelluri, Secretary

_____

Date

DRAFT

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:
City of Bloomington-
Board of Public Works
401 N. Morton Street, suite 120
Bloomington, IN 47404

TO CONTRACTOR *(Name and address)*:
Neidigh Construction Corporation
2220 W. Vernal Pike
Bloomington, IN 47404

CHANGE ORDER NUMBER: 001 FINAL
DATE: September 6, 2017

ARCHITECT'S PROJECT NUMBER: 2015-14
CONTRACT DATE: March 7, 2017
CONTRACT FOR: General Construction

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. Rock Excavation	$ 812.36
2. Termite Treatment	$ 2,205.00
3 Rain Days for May (7)	$ 0.00
4.Unsuitable Soil with Days Extension (5)	$ 35,435.76
5. Downspout Drains at West	$ 1,980.50
6. Rain Days for June and July (7)	$ 0.00
Total for all items this Change Order	$ 40,433.62

The original Contract Sum was	$	1,940,011.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	1,940,011.00
The Contract Sum will be increased by this Change Order in the amount of	$	40,433.62
The new Contract Sum including this Change Order will be	$	1,980,444.62

The Contract Time will be increased by twenty work days (19 work) days.
The date of Substantial Completion as of the date of this Change Order therefore is changed from January 31, 2018 to February 27, 2018.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Kirkwood Design Studio, PC	Neidigh Construction Corporation	City of Bloomington- Board of Public Works
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
113 East 6th Street Bloomington, IN 47408	2220 West Vernal Pike Bloomington, IN 47404	401 N. Morton Street Bloomington, IN 47404
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Mary J. Krupinski, AIA, President		
(Typed name)	*(Typed name)*	*(Typed name)*
September 12, 2017		
DATE	**DATE**	**DATE**

CITY OF BLOOMINGTON
Controller
Reviewed by:
DATE: 9/25/17
FUND/ACCT: 305 TF 8010

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User Notes:

CITY OF BLOOMINGTON
Legal Department
Jackie Moore (1198749561)
DATE: 9.25.17

CHANGE REQUEST / ESTIMATE #1

CONTRACTOR: Neidigh Construction Corporation
ADDRESS: 2220 West Vernal Pike
Bloomington, IN 47404
Tel: (812) 334-0362 Fax: (812) 334-3144

JOB: Animal Care & Control Shelter
3410 S. Walnut Street
Bloomington, IN 47401
Project # 2015-14

Kirkwood Design Studio
113 East 6th Street
Bloomington, IN 47408
Attn: Mary Krupinski

Date: 5/23/2017

ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, equipment and supervision required to complete the above referenced project per plans and addenda submitted.

			Material	Labor	Equipment	Total
Rock Excavation						
Supervision	2 hrs @	53.25		106.50		106.50
Project Manager	1 hrs @	65.00		65.00		65.00
Hammer, Demo	4 hrs @	57.50			230.00	230.00
Tractor, Crawler	4 hrs @	50.00			200.00	200.00
Dump Truck with Driver	1 hrs @	126.25		65.00	61.25	126.25
Subtotal				236.50	491.25	727.75
Equipment - Mark-up 10%						49.13
Labor - Mark-up ~~26~~%					35.48	~~59.13~~
15%				Total		~~836.00~~
						812.36

Response By: **Kent Kimmel**
Larry Neidigh

Date of Response: **05/23/2017**

Accepted by:

Date of Acceptance:

CHANGE REQUEST / ESTIMATE #2

CONTRACTOR: Neidigh Construction Corporation
ADDRESS: 2220 West Vernal Pike
Bloomington, IN 47404
Tel: (812) 334-0362 Fax: (812) 334-3144

JOB: Animal Care & Control Shelter
3410 S. Walnut Street
Bloomington, IN 47401
Project # 2015-14

Kirkwood Design Studio
113 East 6th Street
Bloomington, IN 47408
Attn: Mary Krupinski

Date: 5/31/2017

ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, equipment and supervision required to complete the above referenced project per plans and addenda submitted.

	Material	Labor	Subcontractor	Total
Termite Treatment				
Termite Soil Treatment			2100.00	2,100.00
Subcontractor Mark-up 5%				105.00
			Total	2,205.00

Response By: **Kent Kimmel**
Larry Neidigh

Date of Response: **05/31/2017**

Accepted by:

Date of Acceptance:

TERMINIX®
Soil Treatment Plan

Down Payment				
	Amount	CK Number	Cash $	CC $
Received at completion				
	Amount	CK Number	Cash $	CC $
Mission Cust #				

THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE AND THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS WITHIN THE LIMITS STATED IN THIS CONTRACT.

Purchaser: Animal Care & Control Center Home Phone: _____ Work Phone: (812) 334-0362
Mailing Address: _____ City: _____ State: _____ Zip Code: _____
Property Address: 3410 S. Walnut St. City: Bloomington State: IN Zip Code: 47401
Description of Structure(s) Covered: SVAB Commercial building E-Mail Address: _____
Chemical Used: Premise Pre Construction Concentration: 6,648 sq ft

Effective with the date of initial treatment through 5 ye plan, for the sum of $ 2100.00 Terminix hereby guarantees that the soil has been treated at the above described property for the control of subterranean termites *(Reticulitermes spp., Heterotermes spp.)*. THIS PLAN DOES NOT PROTECT AGAINST NOR PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY FORMOSON TERMITES *(COPTOTERMES spp.)* or DRYWOOD TERMITES *(KALOTERMES spp., INCISITERMES spp., CRYPTOTERMES spp.)*.

Terminix agrees, that if subterranean termite infestation(s) should occur at the described property, within a period of five years from the date of initial treatment, upon written notice from the Purchaser, Terminix will inspect and, if necessary, will provide retreatment at no additional cost to the Purchaser.

This Plan provides repair for new subterranean termite damage to the structure and contents that occurs within a one year period from the date of the initial treatment. If new damage occurs *within a one year period* from the date of initial treatment, Terminix will, upon notification and inspection, arrange for the necessary repairs or replacement by a contractor chosen by Terminix and pay the entire cost of labor and materials. New damage is defined as damage done by subterranean termites subsequent to the effective date of this Agreement; the definition excludes damage existing at that date. Unless live termites are found in the damaged area, the damage discovered is old damage and is not covered under this Plan. Repairs for new damage to commercial structures (including but not limited to multi-unit residential apartments, town houses, and condominiums) are limited in the aggregate to $300,000 during the term of this Plan. Repairs for new damage to residential and all other non-commercial structures are limited in the aggregate to the otherwise appraised value of the structure.

PURCHASER UNDERSTANDING OF PAYMENT OPTIONS FOR NON-COMMERCIAL CUSTOMERS
Purchaser understands Terminix's available and approved payment options for non-commercial customers, and indicates, by Purchaser's Initials below, which payment option is preferred:

[ ] Initial cash, check or credit card down-payment of $ _____ will be due upon acceptance of this agreement by Terminix, and ☐ 12 or ☐ 18 monthly installments of $ _____ will be paid as indicated on a Retail Installment Contract. I understand that these installments are subject to a Finance Charge and that if I select this option, I will be required to sign a Retail Installment Contract. I further understand that this option is only available subject to credit approval and that the Finance Charge and other terms and conditions not set forth herein will be contained in the Retail Installment Contract.

[ ] Initial 20% down-payment of $ _____ by cash, check or credit card will be due upon acceptance of this agreement by Terminix, with the remaining balance to be paid upon completion of the initial treatment or installation.

[ ] One-time cash, check or credit card payment will be paid upon acceptance of this agreement by Terminix.

[ ] One-time credit card payment will be paid upon completion of the initial treatment or installation. By signing the Card Holder Signature line in the Summary of Charges and Payments box, I, the Card Holder, am authorizing Terminix to process this one-time credit card payment upon the completion of the initial treatment or installation without further signature or authorization from me.

SUMMARY OF CHARGES AND PAYMENTS

1. SERVICE(S) PURCHASED
   A. Initial Treatment or Installation and First Year's Service ..... _____
   B. Additional Annual Renewals
      ___ yr. (limit 2) s @ $ _____ . _____
      Subtotal (Sum A + B) ..... = _____
2. TAX ..... = _____
3. TOTAL (1 + 2) ..... = _____
4. LESS $ _____ DOWN PAYMENT ..... – _____
5. LESS AMOUNT TO BE PAID PER RETAIL INSTALLMENT CONTRACT ..... – _____
6. BALANCE TO BE PAID TO TERMINIX AT COMPLETION (Sum 3 - 4 - 5) ..... = _____

BALANCE TO BE PAID BY (Check One): ☐ Cash ☐ Check ☐ Money Order ☐ Credit Card
(TECHNICIAN CODE: CNH REF UNA)

Credit Card Type: ☐ Mastercard ☐ VISA ☐ Discover ☐ AMEX Name (as it appears on credit card) _____
Cardholder Signature _____

In the event of additions or alterations to the identified property, Purchaser must give prior notice and arrange with Terminix for additional service at the expense of Purchaser. Such additions or alterations may also require an adjustment to the annual renewal charge.

Upon transfer of ownership of the identified property, this Plan may be continued upon the terms and conditions on the reverse side.

ANY ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE MANDATORY ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE AND THE INSPECTION GRAPH DATED _____, ARE PART OF THIS PLAN.

Terminix has provided the Purchaser with a copy of the manufacturer's specimen label or other state required documents for the termicide(s) which will be used to treat the above-named property.

X _____ Purchaser's Initials

The initial treatment will occur within 30 days of the date of the contract and will be completed as set forth herein.

In the event that you have any questions or complaints, you may contact a Terminix representative by calling 1-800-TELLTMX (1-800-835-5869).

NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

Purchaser X _____ Date _____
Terminix Representative (signature) _____ Date _____
Terminix Representative (print name) Mike Malone Date 2-14-17
Terminix Address 1456 S. Liberty Dr. Telephone (812) 340-6431
City Bloomington State IN Zip Code 47403

www.terminix.com
Key # 33012SPECIAL Rev. 1/08 R/P 1/08
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SERVICE MANAGER

KKimmell@Neidigh const.com

CHANGE REQUEST / ESTIMATE #3

CONTRACTOR: Neidigh Construction Corporation
ADDRESS: 2220 West Vernal Pike
Bloomington, IN 47404
Tel: (812) 334-0362 Fax: (812) 334-3144

JOB: Animal Care & Control Shelter
3410 S. Walnut Street
Bloomington, IN 47401
Project # 2015-14

Kirkwood Design Studio
113 East 6th Street
Bloomington, IN 47408
Attn: Mary Krupinski

Date: 6/5/2017

ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, equipment and supervision required to complete the above referenced project per plans and addenda submitted.

	Material	Labor	Subcontractor	Total

Rain Days for May, 2017
Neidigh Construction would like to request an extension of 7 business days to our completion date. This is due to the weater issues encountered. The month of May received above average inches of rain, making it the wettest May in 12 yrs.
I have listed the days that had extensive rain.
May 1, May 3, May 4, May 5, May 11, May 19, and May 25.

7 days added to contract.

Response By: **Kent Kimmel**
Larry Neidigh

Date of Response: **06/05/2017**

Accepted by:

Date of Acceptance:

CLIMATE FACT SHEET

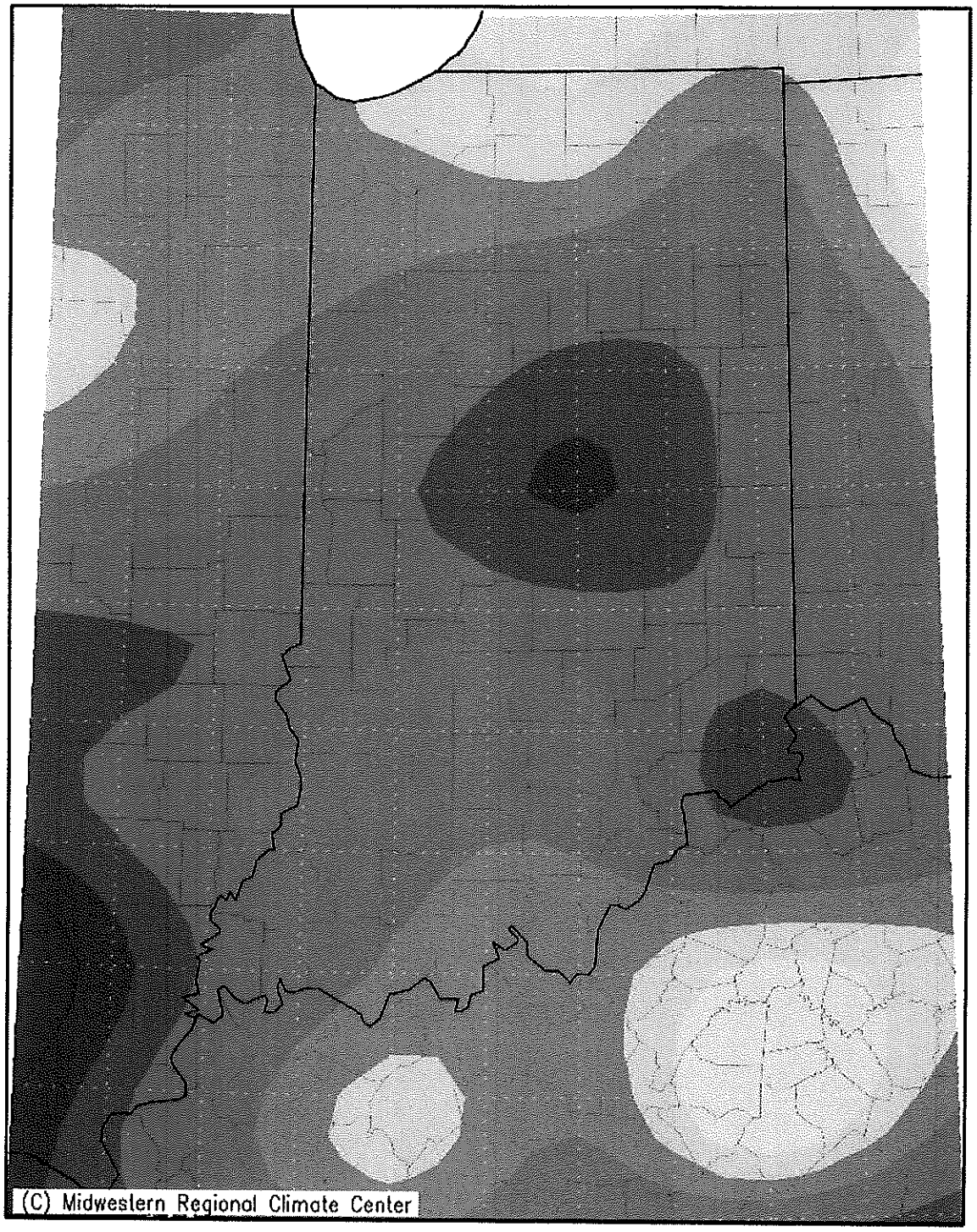
General Weather

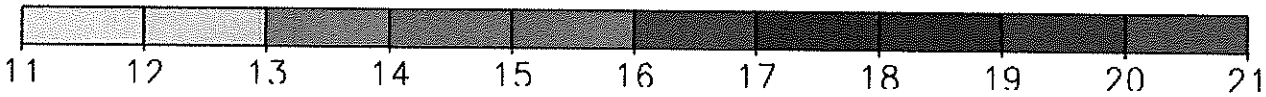
Indiana Climate Normals
(1971 – 2000)

Month	Mean Temperature	Max. Temperature	Min. Temperature	Precipitation
Jan	26.0	34.4	17.7	2.48
Feb	30.5	39.8	21.2	2.27
Mar	40.7	50.8	30.5	3.36
Apr	51.0	62.3	39.8	3.89
May	61.4	72.8	50.0	4.46
Jun	70.5	81.5	59.4	4.19
Jul	74.3	85.1	63.4	4.22
Aug	72.2	83.2	61.3	3.91
Sep	65.2	76.9	53.4	3.12
Oct	53.6	65.3	41.9	3.02
Nov	42.3	51.4	33.2	3.44
Dec	31.2	39.2	23.1	3.13

Four distinct seasons

Accumulated Precipitation (in)
March 6, 2017 to June 3, 2017





CHANGE REQUEST / ESTIMATE #4

CONTRACTOR: Neidigh Construction Corporation
ADDRESS: 2220 West Vernal Pike
Bloomington, IN 47404
Tel: (812) 334-0362 Fax: (812) 334-3144

JOB: Animal Care & Control Shelter
3410 S. Walnut Street
Bloomington, IN 47401
Project # 2015-14

Kirkwood Design Studio
113 East 6th Street
Bloomington, IN 47408
Attn: Mary Krupinski

Date: 6/22/2017

ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, equipment and supervision required to complete the above referenced project per plans and addenda submitted.

			Material	Labor	Subcontractor	Total
Unsuitable Soil						
Supervision	35 hrs @	53.25		1863.75		1,863.75
Project Manager	3 hrs @	65.00		195.00		195.00
Testing & Engineering					1800.00	1,800.00
Unsuitable Soil	184 yds @	68.00	12512.00			12,512.00
Flowable Fill	100 yds @	77.70	7770.00			7,770.00
2000 PSI Lean Concrete Mix	84 yds @	95.00	7980.00			7,980.00
Subtotal			28262.00	2058.75	1800.00	32,120.75
Subcontract - Mark-up 5%						180.00
Material - Mark-up 10%						2,826.20
Labor - Mark-up ~~25%~~ 15%					308.81	~~514.69~~
				Total		~~35,641.64~~
						35,435.76

Add - 5 days to contract

Response By: **Kent Kimmel**
Larry Neidigh

Date of Response: **06/22/2017**

Accepted by:

Date of Acceptance:

CHANGE REQUEST / ESTIMATE #5

CONTRACTOR: Neidigh Construction Corporation
ADDRESS: 2220 West Vernal Pike
Bloomington, IN 47404
Tel: (812) 334-0362 Fax: (812) 334-3144

JOB: Animal Care & Control Shelter
3410 S. Walnut Street
Bloomington, IN 47401
Project # 2015-14

Kirkwood Design Studio
113 East 6th Street
Bloomington, IN 47408
Attn: Mary Krupinski

Date: 6/27/2017

ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, equipment and supervision required to complete the above referenced project per plans and addenda submitted.

	Material	Labor	Equipment	Total
Downspout drains to the west side of building.				
Drain pipe and accessories	800.00	340.00	260.00	1,400.00
Fill Stone - #11	185.00		200.00	385.00
Subtotal	985.00	340.00	460.00	1,785.00
Material and Equipment - Mark-up 10%				144.50
Labor - Mark-up ~~25%~~ 15%			51.00	~~85.00~~
			Total	~~2,014.50~~
				1,980.50

Response By: **Kent Kimmel**
Larry Neidigh

Date of Response: **06/27/2017**

Accepted by:

Date of Acceptance:

CHANGE REQUEST / ESTIMATE #6

CONTRACTOR: Neidigh Construction Corporation
ADDRESS: 2220 West Vernal Pike
Bloomington, IN 47404
Tel: (812) 334-0362 Fax: (812) 334-3144

JOB: Animal Care & Control Shelter
3410 S. Walnut Street
Bloomington, IN 47401
Project # 2015-14

Kirkwood Design Studio
113 East 6th Street
Bloomington, IN 47408
Attn: Mary Krupinski

Date: 7/27/2017

ADD TO CONTRACT

Please accept the following as our proposal to furnish labor, equipment and supervision required to complete the above referenced project per plans and addenda submitted.

	Material	Labor	Subcontractor	Total

Rain days for the month of June, 2017
Neidigh Construction would like to request an extension of 4 business days to our completion date. This is due to the weather issues encountered.

The following days are due to rain:
June 15, June 22, June 23, and June 30

Rain days for the month of July 2017
Request an extension of 3 business day to our completion date. This is due to the weather issues encountered.

The following days are due to rain:
July 6, July 11 and July 27

7 days added to contract.

Response By: **Kent Kimmel**
Larry Neidigh

Date of Response: **07/27/2017**

Accepted by:

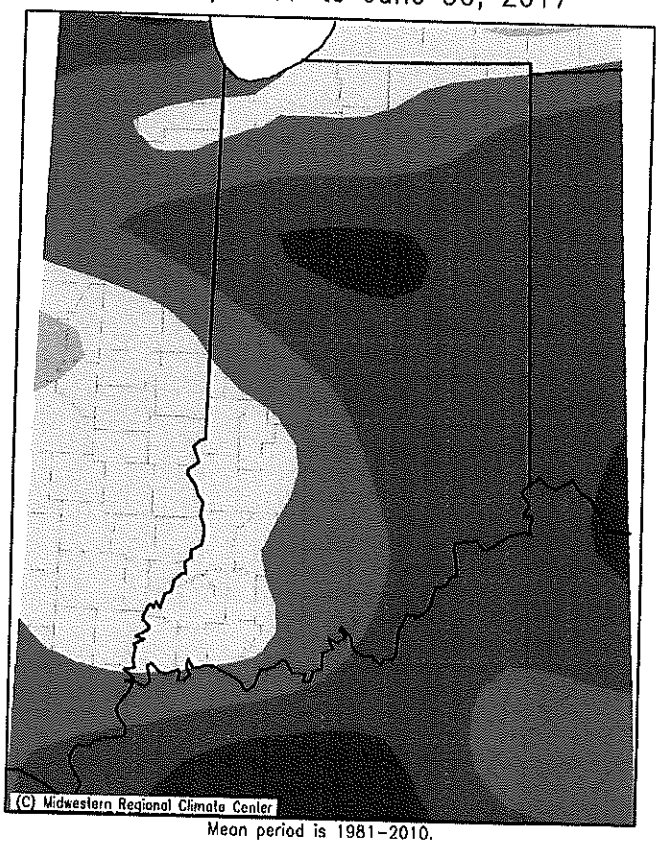
Date of Acceptance:

June 2017

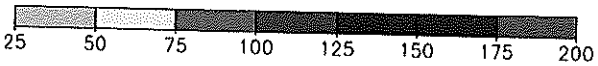
Region	Temperature	Temperature Normal	Deviation
Northwest	71.2	70.0	1.2
North Central	70.6	69.4	1.1
Northeast	70.3	69.1	1.2
West Central	71.8	71.3	0.5
Central	70.8	70.7	0.2
East Central	70.5	69.8	0.6
Southwest	73.6	73.3	0.2
South Central	72.6	72.4	0.2
Southeast	71.5	71.5	-0.1
State	71.5	70.9	0.6

Region	Precipitation	Precipitation Normal	Deviation	Percent of Normal
Northwest	4.15	4.34	-0.19	96
North Central	3.97	4.31	-0.33	92
Northeast	4.10	4.08	0.02	100
West Central	4.04	4.33	-0.29	93
Central	5.31	4.10	1.21	129
East Central	5.14	4.23	0.91	122
Southwest	3.09	4.10	-1.01	75
South Central	3.99	4.09	-0.09	98
Southeast	4.77	4.22	0.55	113
State	4.26	4.19	0.07	102

Accumulated Precipitation: Percent of Mean
June 1, 2017 to June 30, 2017



Mean period is 1981-2010.



Midwestern Regional Climate Center
cli-MATE: MRCC Application Tools Environment
Generated at: 7/10/2017 1:00:01 PM CDT

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - http://www.ncdc.noaa.gov.

Climatological Report (Monthly)

000
CXUS53 KIND 011523
CLMBMG

CLIMATE REPORT
NATIONAL WEATHER SERVICE INDIANAPOLIS IN
1114 AM EDT SAT JUL 1 2017

.....

...THE BLOOMINGTON IN CLIMATE SUMMARY FOR THE MONTH OF JUNE 2017...

CLIMATE NORMAL PERIOD 1981 TO 2010
CLIMATE RECORD PERIOD 9999 TO 9999

WEATHER	OBSERVED VALUE	DATE(S)	NORMAL VALUE	DEPART FROM NORMAL	LAST YEAR`S VALUE	DATE(S)
TEMPERATURE (F)						
HIGHEST	93	06/12			93	06/12
LOWEST	48	06/08			51	06/09 06/08
AVG. MAXIMUM	83.7		82.5	1.2	84.8	
AVG. MINIMUM	60.1		60.4	-0.3	63.7	
MEAN	71.9		71.4	0.5	74.2	
DAYS MAX >= 90	3		2.3	0.7	8	
DAYS MAX <= 32	0		0.0	0.0	0	
DAYS MIN <= 32	0		0.0	0.0	0	
DAYS MIN <= 0	0		0.0	0.0	0	
PRECIPITATION (INCHES)						
TOTALS	3.49		4.89	-1.40	3.63	
DAILY AVG.	0.12		0.16	-0.04	0.12	
DAYS >= .01	9		MM	MM	9	
DAYS >= .10	6		MM	MM	6	
DAYS >= .50	3		MM	MM	2	
DAYS >= 1.00	1		MM	MM	2	
GREATEST 24 HR. TOTAL	1.11	06/15 TO 06/15				

DEGREE_DAYS				
HEATING TOTAL	8	15	-7	1
SINCE 7/1	4125	5266	-1141	4276
COOLING TOTAL	222	208	14	288
SINCE 1/1	353	290	63	378

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WIND (MPH)			
AVERAGE WIND SPEED	6.4		
HIGHEST WIND SPEED/DIRECTION	26/230	DATE	06/18
HIGHEST GUST SPEED/DIRECTION	33/220	DATE	06/23

SKY COVER	
POSSIBLE SUNSHINE (PERCENT)	MM
AVERAGE SKY COVER	0.20
NUMBER OF DAYS FAIR	22
NUMBER OF DAYS PC	5
NUMBER OF DAYS CLOUDY	2

AVERAGE RH (PERCENT) 64

WEATHER CONDITIONS. NUMBER OF DAYS WITH

THUNDERSTORM	6	MIXED PRECIP	0
HEAVY RAIN	4	RAIN	3
LIGHT RAIN	10	FREEZING RAIN	0
LT FREEZING RAIN	0	HAIL	0
HEAVY SNOW	0	SNOW	0
LIGHT SNOW	0	SLEET	0
FOG	9	FOG W/VIS <= 1/4 MILE	1
HAZE	3		

- INDICATES NEGATIVE NUMBERS.
R INDICATES RECORD WAS SET OR TIED.
MM INDICATES DATA IS MISSING.
T INDICATES TRACE AMOUNT.

Redevelopment Commission Resolution 17-70
Exhibit A

The Weather Channel

Bloomington, IN (47404) Monthly Weather

8:34 am EDT

Jul 2017

SUN	MON	TUE	WED	THU	FRI	SAT
				6		

THURSDAY JULY 6

81° / 69°

Rain
0.19in

Waxing Gibbous

RECORD HIGH 106°
RECORD LOW 49°

SUNRISE 6:26 am
SUNSET 9:15 pm

MOONRISE 7:11 pm
MOONSET 4:39 am

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - http://www.ncdc.noaa.gov.

Climatological Report (Daily)

519
CDUS43 KIND 070542
CLIBMG

CLIMATE REPORT
NATIONAL WEATHER SERVICE INDIANAPOLIS IN
141 AM EDT FRI JUL 7 2017

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...THE BLOOMINGTON IN CLIMATE SUMMARY FOR JULY 6 2017...

CLIMATE NORMAL PERIOD 1981 TO 2010
CLIMATE RECORD PERIOD 9999 TO 9999

WEATHER ITEM	OBSERVED VALUE	TIME (LST)	NORMAL VALUE	DEPARTURE FROM NORMAL	LAST YEAR
TEMPERATURE (F)					
YESTERDAY					
MAXIMUM	80	1236 PM	84	-4	83
MINIMUM	68	1044 PM	64	4	68
AVERAGE	74		74	0	76
PRECIPITATION (IN)					
YESTERDAY	0.50		0.15	0.35	0.51
MONTH TO DATE	0.86		0.92	-0.06	1.99
SINCE JUN 1	4.35		5.81	-1.46	5.62
SINCE JAN 1	26.15		25.70	0.45	24.22
DEGREE DAYS					
HEATING					
YESTERDAY	0		0	0	0
MONTH TO DATE	0		0	0	3
SINCE JUN 1	8		15	-7	4
SINCE JUL 1	0		0	0	3
COOLING					

YESTERDAY	9	9	0	11
MONTH TO DATE	61	54	7	37
SINCE JUN 1	283	262	21	325
SINCE JAN 1	414	344	70	415

.....

WIND (MPH)

HIGHEST WIND SPEED	18	HIGHEST WIND DIRECTION	NE (30)
HIGHEST GUST SPEED	25	HIGHEST GUST DIRECTION	NE (30)
AVERAGE WIND SPEED	2.3		

SKY COVER

AVERAGE SKY COVER 0.4

WEATHER CONDITIONS

THE FOLLOWING WEATHER WAS RECORDED YESTERDAY.

THUNDERSTORM
HEAVY RAIN
RAIN
LIGHT RAIN
FOG

RELATIVE HUMIDITY (PERCENT)

HIGHEST	90	500 AM
LOWEST	67	500 PM
AVERAGE	79	

.....

THE BLOOMINGTON IN CLIMATE NORMALS FOR TODAY

	NORMAL
MAXIMUM TEMPERATURE (F)	84
MINIMUM TEMPERATURE (F)	64

SUNRISE AND SUNSET

JULY 7 2017.....	SUNRISE	628 AM EDT	SUNSET	915 PM EDT
JULY 8 2017.....	SUNRISE	628 AM EDT	SUNSET	915 PM EDT

- INDICATES NEGATIVE NUMBERS.
R INDICATES RECORD WAS SET OR TIED.
MM INDICATES DATA IS MISSING.
T INDICATES TRACE AMOUNT.

Redevelopment Commission Resolution 17-70
Exhibit A

The Weather Channel

Bloomington, IN (47404) Monthly Weather

8:34 am EDT

Jul 2017

SUN	MON	TUE	WED	THU	FRI	SAT
		11				

TUESDAY JULY 11

80° / 70°

Light Rain

0.55in

Waning Gibbous

RECORD HIGH 106°

RECORD LOW 52°

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - http://www.ncdc.noaa.gov.

Climatological Report (Daily)

631
CDUS43 KIND 120533
CLIBMG

CLIMATE REPORT
NATIONAL WEATHER SERVICE INDIANAPOLIS IN
131 AM EDT WED JUL 12 2017

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...THE BLOOMINGTON IN CLIMATE SUMMARY FOR JULY 11 2017...

CLIMATE NORMAL PERIOD 1981 TO 2010
CLIMATE RECORD PERIOD 9999 TO 9999

WEATHER ITEM	OBSERVED VALUE	TIME (LST)	NORMAL VALUE	DEPARTURE FROM NORMAL	LAST YEAR
TEMPERATURE (F)					
YESTERDAY					
MAXIMUM	82	715 PM	84	-2	87
MINIMUM	72	1012 PM	64	8	62
AVERAGE	77		74	3	75
PRECIPITATION (IN)					
YESTERDAY	0.12		0.19	-0.07	0.00
MONTH TO DATE	2.38		1.81	0.57	2.73
SINCE JUN 1	5.87		6.70	-0.83	6.36
SINCE JAN 1	27.67		26.59	1.08	24.96
DEGREE DAYS					
HEATING					
YESTERDAY	0		0	0	0
MONTH TO DATE	0		0	0	3
SINCE JUN 1	8		15	-7	4
SINCE JUL 1	0		0	0	3
COOLING					

YESTERDAY	12	9	3	10
MONTH TO DATE	115	99	16	83
SINCE JUN 1	337	307	30	371
SINCE JAN 1	468	389	79	461

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WIND (MPH)

HIGHEST WIND SPEED	17	HIGHEST WIND DIRECTION	SW (220)
HIGHEST GUST SPEED	25	HIGHEST GUST DIRECTION	S (160)
AVERAGE WIND SPEED	7.9		

SKY COVER

AVERAGE SKY COVER 0.2

WEATHER CONDITIONS

THE FOLLOWING WEATHER WAS RECORDED YESTERDAY.

THUNDERSTORM
LIGHT RAIN
FOG
HAZE

RELATIVE HUMIDITY (PERCENT)

HIGHEST	90	1100 AM
LOWEST	62	1200 AM
AVERAGE	76	

.....

THE BLOOMINGTON IN CLIMATE NORMALS FOR TODAY

	NORMAL
MAXIMUM TEMPERATURE (F)	84
MINIMUM TEMPERATURE (F)	64

SUNRISE AND SUNSET

JULY 12 2017.....SUNRISE 631 AM EDT SUNSET 913 PM EDT
JULY 13 2017.....SUNRISE 632 AM EDT SUNSET 913 PM EDT

- INDICATES NEGATIVE NUMBERS.
R INDICATES RECORD WAS SET OR TIED.
MM INDICATES DATA IS MISSING.
T INDICATES TRACE AMOUNT.

Redevelopment Commission Resolution 17-70
Exhibit A

81° / 71°

Thunderstorms

90%

SUNRISE 6:42 am

SUNSET 9:02 pm

Waxing Crescent

RECORD HIGH 103°

RECORD LOW 48°

MOONRISE 11:20 am

MOONSET 11:53 pm

30 31 1 2 3 4 5

STAY SAFE

Get timely weather alerts for Bloomington, IN (47404) right in your browser!

Turn on weather alerts

Average High | Average Low | Record High | Average Precipitation

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Bloomington Animal Shelter Addition/Renovation

Project Managers: Adam Wason and Virgil Sauder

Project Description:

The City of Bloomington is a leader in the animal care and control industry, which speaks to the nature and character of the community. Often, when new Bloomington residents come into the Shelter, they are blown away by the staff, environment, and the healthy pets available for adoption. Over the last decade we have reduced euthanasia by 59%, increased adoptions by 25%, and reduced the total number of animals entering the system by 23%. For us to continue this type of success we must upgrade the Shelter.

In 2011, a building analysis and planning study was completed for the Shelter. (A copy of that study is attached to this Project Review and Approval Form.) The study's goal was to recommend renovations and additions that would allow the existing facility to provide "a solid basis for service into the next two decades."

In conducting that review, the consultant concluded that the numerous issues with the 1970s era portion of the shelter—including issues with the lighting, drainage, and HVAC—would require significant renovation in order to properly support the sheltered animals in a healthy environment, and that the cost of renovations would likely exceed the value of the entire building.[1]

[1] The study also noted inherently unworkable traffic patterns caused by the 1970s building and the 2004 expansion, which could not be resolved by a renovation.

This project would demolish the 1970s era portion of the shelter (which is currently used as the dog kennel area, Monroe County Humane Association Offices, Euthanasia Room, and Special Care Cat Room), reuse the 2004 expansion, and develop a new addition to accommodate the Shelter's current and projected future needs. This will both increase the Shelter's ability to properly care for the animals entering the Shelter and create a safe environment for the thousands of guests that enter the Shelter each year.

This project is a permissible use of Tax Increment. Although the starting point is an existing building, the scope of the project is more akin to new construction. If the TIF Test applied, all four factors would be satisfied:

1. It is substantial and complex work that involves the addition of new parts.
2. It will directly increase the value of the Shelter, replacing an old, flawed building with a new building sufficient for the next two decades.
3. The Shelter after the completion of the project will perform as well as a newly constructed Shelter.
4. This project—demolition and new construction—was not contemplated as part of the normal life cycle of the existing Shelter.

Additionally, this is a project that would be capitalized under the IRS's guidelines.

Project Timeline:

Start Date: September 2015
End Date: March 2018

Financial Information:

Estimated full cost of project:	2,246,806.90
Sources of funds:	TIF Bond or Consolidated TIF

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

Phase / Work to be Performed		Cost	Timeline
1.	Design	$213,850	September 2015-March 2017
2.	Construction	$1,980,444.62	March 2017-March 2018
3.	Cat 6 Wiring and Fiber Optic Extension[2]	$25,000	March 2017-January 2018
4.	Gate at Vehicular Entrance	$20,000	March 2017-January 2018
5.	Conduit Installation	$2,750	May 2017-July 2017
6.	Utility Relocation	$4,762.28	July 2017 – September 2017

TIF District: Consolidated TIF (South Walnut)

Resolution History:
15-48 Original Project Review and Approval Form
15-99 Approval of Design Contract
17-19 Approval of Construction Contract
17-40 Conduit Installation
17-44 Approval of Addendum to Design Contract
17-49 Utility Relocation
17-70 Approval of First Construction Change Order

To Be Completed by Redevelopment Commission Staff:

Approved on_____

By Resolution _____ by a vote of_____

[2] The original expectation was that items 3 and 4 would be included in the Construction Bid. Staff now expects these will be separate contracts.

17-71
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF PROJECT AGREEMENT WITH PEDCOR INVESTMENTS-2015-CXLIX, L.P.

WHEREAS, the Redevelopment Commission of the City of Bloomington ("RDC") owns property within The Trades District—the name for the City of Bloomington's Certified Technology Park—that is west of North Rogers Street, south of West 11th Street, east of Bender Lumber, and north of the B-Line Trail ("the West Rogers Parcels"); and

WHEREAS, on July 13, 2015, the RDC approved Resolution 15-40, approving a Project Review and Approval Form regarding the solicitation of redevelopment proposals for the West Rogers Parcels; and

WHEREAS, in Resolution 16-67, the RDC approved a Project Agreement with Pedcor Investments-2015-CXLIX, L.P. ("Pedcor Investments") pursuant to which Pedcor Investments will pay the RDC Five Hundred Thousand Dollars ($500,000) for the southern 1.9 acres of the West Rogers Parcels ("Southern Parcel"), and develop the Southern Parcel as a thirty-six unit multifamily affordable housing project with integrated transportation and sustainable, energy-efficient construction; and

WHEREAS, subsequent to the execution of the Project Agreement, Pedcor Investments redesigned its development in order to reduce construction costs while still maximizing the benefits of the development; and

WHEREAS, as a result of this redesign, Staff has negotiated an amendment to the Project Agreement ("Amendment") which is attached to this Resolution as Exhibit A; and

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

1. The RDC approves the Amendment to the Project Agreement with Pedcor Investments that is attached to this Resolution as Exhibit A. Donald Griffin is authorized to sign the Project Agreement on behalf of the RDC. Donald Griffin is also authorized to sign all documents referenced in the Project Agreement on behalf of the RDC. In the event that Donald Griffin shall cease to be the President of the Redevelopment Commission, the authorizations in this paragraph shall transfer to the President of the Redevelopment Commission.

2. Exhibit D of the Project Agreement provides that Pedcor is to submit the Redesigned Site Plan to the RDC for the RDC's review and approval. Pedcor has submitted its site plan to the RDC. The RDC has reviewed the site plan at its October 2, 2017 meeting. The RDC hereby approves the site plan as presented. Staff is asked to enclose a copy of the approved site plan as Exhibit E to the Project Agreement. As a result of this approval, Exhibit F ("RDC Approved Final Site Plan") is not applicable, and shall remain blank.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____

Donald Griffin, President

ATTEST:

_____

Sue Sgambelluri, Secretary

_____

Date

FIRST AMENDMENT TO
PROJECT AGREEMENT

This First Amendment to Project Agreement ("First Amendment") is made and entered into as of October ___, 2017, by and between City of Bloomington, Indiana ("City"), by and through the Bloomington Redevelopment Commission ("RDC"; together with the City and the RDC being sometimes referred to as the "City Parties") and Pedcor Investments-2015-CXLIX, L.P. ("Developer"). The following recitals are a material part of this First Amendment:

RECITALS:

WHEREAS, City Parties and Developer entered into a Project Agreement, dated November 29, 2016 (the "Original Agreement"), pursuant to which the RDC agreed to sell and Developer agreed to purchase and develop the real estate more particularly described on **Exhibit A** of the Original Agreement (the "Real Estate");

WHEREAS, City Parties and Developer now desire to amend the Original Agreement in order to amend certain terms and conditions.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained in this First Amendment and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, City Parties and Developer each hereby agree that effective as of the full execution of this First Amendment, the Original Agreement is hereby amended as follows:

1. The foregoing recitals are hereby incorporated into this First Amendment as if fully set forth herein. Capitalized terms used in this First Amendment which are not otherwise defined herein shall have the meanings ascribed to such terms in the Original Agreement. References to the term "Agreement" in this First Amendment shall collectively mean the Original Agreement and First Amendment.

2. This First Amendment shall not change, modify, amend or revise the terms, conditions and provisions of the Original Agreement, the terms and conditions of which are incorporated herein by reference, except as expressly provided herein and agreed upon by the Parties in this First Amendment. City Parties and Developer each hereby confirm and ratify, except as modified by this First Amendment, all of the terms, conditions and provisions of the Original Agreement.

3. Amendment to the Contract.

a. Section 2.1(f) of the Original Agreement shall hereby be deleted in its entirety and replaced with the following Section 2.1(f), which shall be entitled "Financing Contingency Earnest Money":

> "Developer shall be required to deposit with the Title Company, the following additional deposits:
>
> (i) On or prior to October 9, 2017, Developer shall deposit with the Title Company additional earnest money funds equal to Seventy Five Thousand Dollars ($75,000.00) (the "Extension Deposit"). The Title Company shall provide the RDC with an Earnest Money

Acknowledgement, in the form set forth in Exhibit G. In the event Developer has not delivered a notice terminating this Agreement on or before March 1, 2018 (the "Final Termination Date"), the Extension Deposit shall be released to the RDC and shall not be refundable to Developer. In the event Developer has delivered a notice terminating the Agreement on or before the Final Termination Date, the Extension Deposit shall be refunded to Developer. The Extension Deposit shall be credited against Developer's obligation to pay the Purchase Price at Closing.

(ii) On the earlier of: (i) the Final Termination Date; or (ii) the date upon which Developer signs an agreement for the sale of Tax Credits, so long as Developer has not previously elected to terminate this Agreement, Developer shall deposit with the Title Company additional funds equal to One Hundred Seventy Five Thousand Dollars ($175,000.00) (the "Final Deposit"). Together with the Extension Deposit, the total funds in the amount of $250,000 shall hereinafter be referred to as the "Financing Contingency Earnest Money". In the event Developer has not delivered a notice terminating this Agreement on or before the Final Termination Date, the Financing Contingency Earnest Money shall be released to the RDC and shall not be refundable to Developer. In the event Developer has delivered a notice terminating the Agreement on or before the Final Termination Date, the Financing Contingency Earnest Money shall be refunded to Developer. At Closing, all Financing Contingency Earnest Money, along with the Earnest Money and the Extension Earnest Money shall be applied to the Purchase Price. The Financing Contingency Earnest Money, along with the Earnest Money and the Extension Earnest Money, shall be forfeited, as liquidated damages, which shall be RDC's sole remedy, at law or in equity, in the event that Developer shall fail to or refuse to perform its obligations herein specified at Closing.

For the avoidance of doubt, for purposes of Article 5 and Article 12, "Earnest Money" shall include the Financing Contingency Earnest Money."

b. **Section 5.1(b)** of the Original Agreement shall hereby be deleted in its entirety and replaced with the following:

"Developer shall begin construction of the Project in accordance with Exhibit D and will comply with Items 1 through 11 of the Project Milestone Schedule set by this Agreement, subject to Force Majeure."

c. **Section 5.2** of the Original Agreement shall hereby be deleted in its entirety and replaced with the following:

"In the event Developer does not substantially comply with the Project Covenants, and such failure to comply continues for sixty (60) business days following written notice of such specific failure to comply by the RDC to Developer and any Limited Partners of whom the RDC has been notified by Developer in the manner described by Section 9.9, the fee title to the Property shall revert to the

RDC upon the RDC's: (a) written notice to: (1) Developer and (2) any Limited Partners of whom the RDC has been notified by Developer in the manner described by Section 9.9, that the Project Covenant has not been satisfied (after the expiration of the below described cure period) and (b) refund to Developer of the Purchase Price less the Earnest Money and any reasonable third party costs the RDC incurred in negotiating the Letter of Intent, this Agreement, and exercising its reversionary rights (collectively, the "Reversionary Right"); provided, the RDC exercises the Reversionary Right within one hundred twenty (120) days of the failure of the Developer to satisfy a Project Covenant; further provided, however, that if the nature of the default is such that it cannot be cured within the sixty day cure period, no default shall exist if Developer commences the curing of the default within the sixty day cure period and thereafter diligently pursues the same to completion provided that the cure is completed within ninety (90) days after the aforementioned written notice. The Reversionary Right shall be memorialized in the Memorandum."

d. **Section 5.3(a)** of the Original Agreement shall hereby be deleted in its entirety and replaced with the following:

Developer shall comply with Item 11 of the Project Milestone Schedule set by this Agreement, subject to Force Majeure.

e. **Section 8.1** of the Original Agreement shall hereby be deleted in its entirety and replaced with the following:

"The Developer shall commence construction on the Project in accordance with Exhibit D."

f. The following **Section 9.20**. Right to Accept Back-up Offers, shall be inserted into the Original Agreement immediately following Section 9.19:

"**Section 9.20**. Right to Accept Back-up Offers. For the avoidance of doubt, during the term of this Agreement, the RDC shall be permitted to advertise the Property for sale for the purpose of accepting back-up offers. The terms and conditions of such offer shall be subject to the rights, privileges and obligations of the Developer pursuant to this Agreement. In the event Developer is in Default under the terms of this Agreement, beyond any applicable cure periods granted herein, the RDC shall be permitted to proceed with any back-up offer accepted by RDC, this Agreement shall immediately terminate and the terms and conditions of this Agreement shall have no further force or effect, unless otherwise detailed herein."

g. **Section 12.2(c)** shall be amended to state, in its entirety:

"If the Event of Default is Developer's failure to commence construction of the Project (as detailed on Exhibit D), subject to force majeure, then the RDC may, at its option, provide notice of its intention to exercise its right to have the fee title to the Property revert to the RDC after fourteen (14) days, unless the Developer can, within that time period, provide a plan of action to commence construction

that is acceptable to the RDC, in the sole discretion of the RDC, which shall not be unreasonably withheld. In the event that the Developer cannot provide a plan of action that is acceptable to the RDC, the RDC shall refund the Developer the Purchase Price less the Earnest Money and any reasonable third party costs the RDC incurred in negotiating the Letter of Intent, this Agreement, and exercising its reversionary rights, and the parties shall execute all documents necessary to return fee title of the Property to the RDC."

h. Exhibit A of the Original Agreement shall hereby be deleted in its entirety and replaced with the following:

See attached "**Exhibit A**"

i. Exhibit B of the Original Agreement shall hereby be deleted in its entirety and replaced with the following:

See attached "**Exhibit B**"

j. Exhibit D of the Original Agreement shall hereby be deleted in its entirety and replaced with the following:

See attached "**Exhibit D**"

4. This First Amendment may be amended, modified, renewed or extended only by written instrument executed in the manner of its original execution. In the event of a conflict between the terms stated in the Original Agreement and the terms stated in this First Amendment, the terms of this First Amendment shall control.

5. The section headings used in this First Amendment are for convenience only and should not be read of construed as limiting the substance or generality of this First Amendment.

6. This First Amendment contains and embodies the entire agreement of the undersigned parties and no representation, inducement or agreement, oral or otherwise, between the parties not contained or embodied herein shall be of any force or effect.

7. This First Amendment shall be governed by, subject to and construed in accordance with the laws of the State of Indiana.

8. This First Amendment may be executed in multiple counterparts including, without limitation, facsimile and electronic (e.g., PDF) counterparts and each of such counterparts shall, for all purposes, be deemed an original and all such counterparts shall together constitute one and the same agreement.

[Signature pages follow]

Executed as of the date stated above in multiple counterparts, each of which will be an original, but which together will constitute one and the same instrument.

"RDC"

Dated: _____ ___, 2017

BLOOMINGTON REDEVELOPMENT COMMISSION

By: _____

_____

_____

"DEVELOPER"

Dated: _____ ___, 2017

PEDCOR INVESTMENTS-2015-CXLIX, L.P.

By: Moving Forward Housing Company, LLC
Its General Partner

By: Pedcor Investments, A Limited Liability Company
Its Manager

By: _____
Thomas G. Crowe
Executive Vice President

Exhibit A

PROJECT DESCRIPTION

The Project includes the following improvements, together with local public improvements and supporting infrastructure, as generally described below:

Multi-Family Affordable Housing

- A 34-unit, 42,000 square foot multifamily affordable housing project with integrated transportation and sustainable, energy-efficient construction (consisting of approximately 14 one bedroom, 17 two bedroom, and 3 three bedroom units), with all units restricted to individuals and families earning at or below 60% of the Area Median Income for at least thirty (30) years.
- The development is designed to reduce the housing and transportation needs of low and moderate-income families in Bloomington, Indiana. The development location provides multi-modal access to a variety of transportation options which decrease a household's dependence on independent car ownership. The building will achieve a Gold (or greater) Rating under the National Green Building Standard. Under this program, a number of energy-efficient elements aimed at reducing tenant utility costs will be included. These elements may include, but are not limited to, the following:
    - Roof system designed to accommodate solar panels.
    - Premium windows to improve the building envelope.
    - High efficiency mechanical systems and water heaters to reduce the building's number one power use.
    - LED lighting to reduce power and maintenance needs.
    - Low-flow plumbing fixtures to reduce water use.
    - Advanced wall and roof design to improve insulation effectiveness.
    - Increased day lighting to reduce lighting needs.
    - Rainwater reclamation to reduce water use for irrigation purposes.
    - Smart-use thermostats to increase heating and cooling efficiencies.
- The project will be consistent with all applicable design standards, including the Showers Technology Park Overlay.
- The project will incorporate a multitude of social services and/or providers to assist tenants living at the development. Providers included (but not limited to) are:
    - Centerstone
    - Mother Hubbard's Cupboard
    - Housing & Neighborhood Development of Bloomington, IN ("HAND")
    - South Central Community Action Program ("SCCAP")

Exhibit B

The Legal Description of the Property is as follows:

Exhibit D

PROJECT MILESTONE SCHEDULE

Item	Date
1. Submission of Site Plan to Plan Commission	9/6/16
2. Zoning Approval	10/10/16
3. Approval of Project Agreement	11/21/16
4. Submission of Initial Site Plan to Redevelopment Commission	11/21/16
5. Approval of Initial Site Plan by Redevelopment Commission	11/21/16[1]
6. Submission of Plans and Specifications	3/1/17[2]
7. Request for Initial Bid Packages	3/1/17
8. Approval of Redesigned Site Plan by Redevelopment Commission	11/6/17
9. Building Approval	12/1/17[3]
10. Commencement of Construction	3/1/18
11. Substantial Completion of the Project	9/1/19
12. Final Inspection by the Redevelopment Commission	9/1/19
13. HAND Inspection for Occupancy Permit	9/1/19

[1] Developer has re-designed the site plan to address budget issues and will be resubmitting for Site Plan Approval by the RDC, which is Item #8 of this Project Milestone Schedule.

[2] Plans and Specifications shall be submitted to all governmental boards, departments, and agencies which may be legally required or necessary to comply with the Site Plan by this date. The Parties expect, at a minimum, that this includes the Monroe County Building Department and City of Bloomington Utilities.

[3] Achievement of Building Approval shall be subject to approval of Plans & Specifications; however, to the extent that Developer successfully submits Plans and Specs on before the date referenced above, and diligently addresses any comments, change requests and/or revisions required by any applicable authority, Developer shall not be deemed in Default of Project Milestone Schedule detailed herein.

17-72
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF FUNDING FOR DESIGN SERVICES ASSOCIATED WITH THE 17TH STREET AND MADISON STREET / KINSER PIKE INTERSECTION

WHEREAS, pursuant to Indiana Code 36-7-14, 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"), the purpose of which is to facilitate economic development and revitalization in Bloomington; and

WHEREAS, the Consolidated TIF is an allocation area for purposes of tax increment financing; and

WHEREAS, tax increment from the Consolidated TIF may be used—among other things—to pay expenses incurred by the RDC for local public improvements that are in the Consolidated TIF or that serve the Consolidated TIF; and

WHEREAS, in Resolution 17-52, the RDC approved a Project Review and Approval Form ("Form") supporting the Project; and

WHEREAS, Step 1 of the Project is identified as "Design Contract"; and

WHEREAS, pursuant to the City's procurement policies, Staff has identified Lochmueller Group, Inc. ("Lochmueller") as the best provider of the Design Services; and

WHEREAS, Staff has negotiated an agreement with Lochmueller that is attached to this Resolution as Exhibit A ("Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, Lochmueller will provide the City with the necessary Design Services for the Project for an amount not to exceed Eighty One Thousand Eight Hundred Dollars ($81,800); and

WHEREAS, the Agreement also provides for design services for another intersection, which is not proposed to be funded by the RDC ("Other Design Services"); and

WHEREAS, pursuant to the terms of the Agreement, Lochmueller will provide the City with the Other Design Services for an amount not to exceed One Hundred Eighteen Thousand Six Hundred Dollars ($118,600), which results in a total contract price of Two Hundred Thousand Four Hundred Dollars ($200,400); and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Design Services pursuant to the terms of the Agreement; and

WHEREAS, the City has brought the RDC an Amended Project Review and Approval Form ("Amended Form") which updates the expected cost of the Project, and which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project, as set forth in the Amended Form, and reiterates that it serves the public's best interests.

2. The RDC finds the above described expenditures to be an appropriate use of TIF and the 2015 TIF Bond, and finds that the Design Services of the Project serve the public's best interests.

3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed Eighty One Thousand Eight Hundred Dollars ($81,800) to pay for the Design Services, to be payable in accordance with the terms of the Agreement, including all not to exceed amounts contained within the Agreement ("Payment").

4. The Payment authorized above may be made from the Consolidated TIF, the 2015 TIF Bond, or a combination of the Consolidated TIF and the 2015 TIF Bond. The Controller shall make the determination of funding source as requests for payment are received in accordance with the terms of the Agreement. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.

5. Unless extended by the Redevelopment Commission in a resolution prior to April 1, 2020, the authorization provided under this Resolution shall expire on April 1, 2020.

BLOOMINGTON REDEVELOPMENT COMMISSION

_____

Donald Griffin, President

ATTEST:

_____

Sue Sgambelluri, Secretary

_____

Date

PROJECT NAME: **17th and Dunn Street and 17th and Kinser Pike/Madison Street Intersection Improvements**

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2017, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Lochmueller Group, Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to provide improvements to the signalized intersections of 17th Street at Madison Street/Kinser Pike and 17th Street at Dunn Street; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of a topographic survey including utilities, coordination with various stakeholders including utilities and adjacent property owners, the preparation of plans, specifications and cost estimates, and the completion of right of entry documents, which shall be hereinafter referred to as "the Services"; and

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

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as

expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Planning and Transportation Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the services. The City Transportation and Traffic Engineer shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City Transportation and Traffic Engineer shall not unreasonably withhold his approval as to the adequacy of such performance.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Consultant with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates Neil Kopper, Project Engineer, Department of Planning and Transportation ("Kopper"), to serve as the Board's representative for the project. Kopper shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

Provide all criteria and full information as to Board's requirements for the Services and make timely decisions on matters relating to the Services.

Article 4. <u>Compensation</u>: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **Two Hundred Thousand Four Hundred Dollars ($200,400.00).** This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. **Timing and Format for Billing:**
   Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

   Tasks shall be invoiced separately, either as separate lines on a single invoice, or on separate invoices at the Board's direction.

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

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Consultant has represented will be responsible there for. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel described in Exhibit D, Principal Personnel, and such other personnel in the employ under contract or under the supervision of Consultant. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Board reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

Article 11. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board. Consultant shall retain its ownership rights in its design, drawing details, specifications, data bases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Consultant.

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the

extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

a. General Liability Insurance, with a minimum combined single limit of $1,000,000 for each occurrence and $2,000,000 in the aggregate.

b. Automobile Liability Insurance, with a minimum combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of $1,000,000 for each occurrence, and $2,000,000 in the aggregate.

d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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

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

Article 15. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services

required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and

regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Planning and Transportation Dept.
Attn: Neil Kopper
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

Lochmueller Group, Inc.
Attn: Matthew E. Wannemuehler
6200 Vogel Road
Evansville, Indiana 47715

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

Article 24. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 26. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an

affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Consultant and any of its subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any of its subconsultants learns is an unauthorized alien. If the Commission obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Commission shall notify the Consultant or its subconsultants of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Consultant or any of its subconsultants verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or its subconsultant did not knowingly employ an unauthorized alien. If the Consultant or its subconsultant fails to remedy the violation within the thirty (30) day period, the Commission shall terminate the Agreement, unless the Commission determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Commission may allow the Agreement to remain in effect until the Commission procures a new Consultant. If the Commission terminated the Agreement, the Consultant or its subconsultant is liable to the Commission for actual damages.

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

Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. <u>No Collusion</u>: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

This Agreement may be modified only by a written amendment signed by both parties hereto.

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

Owner

City of Bloomington
Board of Public Works

By: _____
Kyla Cox Deckard

By: _____
Melanie K. Boatman

By: _____
Dana Palazzo

By: _____
Philippa M. Guthrie
Corporation Counsel

Consultant

Lochmueller Group, Inc.

_____
Michael R. Hinton
President/Chief Executive Officer

EXHIBIT A

SCOPE OF ENGINEERING SERVICES

1.0 PROJECT DESCRIPTION

17th Street and Dunn Street

The intersection of 17th Street and Dunn Street is an existing four-leg signalized intersection with turn lanes on the east and north legs of the intersection. Existing sidewalks are located along 17th Street east and west of the intersection and along Dunn Street north of the intersection and along the north bound lanes south of the intersection with no crosswalks provided. Existing drainage is being maintained with a combination of open and closed drainage systems with open drainage in the southeast quadrant and closed in the three (3) other quadrants. The proposed project will improve traffic flow and pedestrian accessibility at the intersection by replacing the existing signal with modern equipment and pedestrian push buttons, constructing ADA accessible sidewalk and ramps at all four corners of the intersection, potentially adding turn lanes and/or modifying existing turn lanes, and improving drainage. A traffic study will be completed at the intersection to determine the proposed intersection layout. If a left turn lane is required at the west approach it is presumed widening will be required along the westbound lanes of 17th Street. Preliminarily it is assumed a retaining wall will be required along the widened portion of 17th Street to help minimize impacts to the existing convenience store in the northwest corner of the intersection. Additional wall locations may be required to accommodate ADA accessible sidewalks and ramps along the southbound lane of Dunn Street, south of intersection. The proposed sidewalk along the southbound lanes of Dunn Street will be extended to tie-into existing sidewalk approximately 280' south of the intersection. Existing drainage issues will be reviewed within the intersection and corrected as required. Additional Right-of-Way is anticipated to be required. Per coordination with the City the traffic signal plans will include a telecommunications conduit stubbed out from the traffic signals for use as a future fiber optic pathway for the City's broadband network. The path of the fiber optic conduit will not exceed the survey limits for this project.

17th Street and Kinser Pike/Madison Street

The intersection of 17th Street and Madison Street is an existing four-leg signalized intersection with left turn lanes along each approach. Existing sidewalks are located in the northeast, southeast, and southwest corners of the intersection with no crosswalks provided. The roadway was recently overlaid along the east approach to the intersection and it is not

anticipated to require any additional pavement construction. Existing drainage is generally being maintained by curb inlets and it is not anticipated that drainage improvements will be required. The proposed project will improve traffic flow and pedestrian accessibility at the intersection by replacing the existing signal with modern equipment and pedestrian push buttons, constructing ADA accessible sidewalk and ramps at all four (4) corners of the intersection, and improving the existing pavement surface by constructing a mill and overlay. The construction along the north side of 17th Street is proposed to accommodate a ten foot shared use path. The proposed sidewalk in the southwest corner of the intersection will be extended to tie-into existing sidewalk approximately 480' west of the intersection. Per coordination with the City the traffic signal plans will include a telecommunications conduit stubbed out from the traffic signals for use as a future fiber optic pathway for the City's broadband network. The path of the fiber optic conduit will not exceed the survey limits for this project.

2.0 SCOPE OF SERVICES

2.1 Topographic Survey Data Collection

2.1.1 17th and Dunn Street

CONSULTANT shall perform a topographic survey in accordance with 865 I.A.C. 1-12 including the preparation and recording of a Location Control Route Survey Plat. The survey limits shall be as follows:

2.1.1.1 Along 17th Street starting at a point approximately 50 feet west of the intersection of 17th Street with North Grant Street and continuing east along 17th Street for approximately 830 feet to a point approximately 50 feet east of the intersection of 17th Street with North Indiana Avenue extending outward on both sides of 17th Street 40 feet from the road centerline.

2.1.1.2 Along North Dunn Street starting at approximately 200 feet north of the intersection of North Dunn Street with 17th Street and continuing south along North Dunn Street for approximately 500 feet to a point approximately 300 feet south of the intersection of North Dunn Street with 17th Street extending outward on both sides of North Dunn Street 40 feet from the road centerline.

2.1.2 17th and Kinser Pike/Madison Street

CONSULTANT shall perform a topographic survey in accordance with 865 I.A.C. 1-12 including the preparation and recording of a Location Control Route Survey Plat. The survey limits shall be as follows:

2.1.2.1 Along 17th Street starting at a point approximately 300 feet west of the intersection 17th Street with North Kinser Pike and continuing east along 17th Street for approximately 430 feet to a point approximately 130 feet east of the intersection of 17th Street with North Kinser Pike extending outward on both sides of 17th Street 40 feet from the road centerline.

2.1.2.2 Along North Kinser Pike/North Madison Street starting at a point approximately 200 feet north of the intersection North Kinser Pike with 17th Street and continuing south along North Kinser Pike/North Madison Street for approximately 350 feet to a point approximately 150 feet south of the intersection of North Madison Street with 17th Street extending outward on both sides of North Kinser Pike/North Madison Street 40 feet from the road centerline.

2.2 Traffic Study

CONSULTANT shall:

2.2.1 Perform a traffic study at the intersection of 17th Street and Dunn Street and provide an analysis and recommendations based on traffic counts and a Synchro file provided by the Board.

2.3 Geotechnical Evaluation

CONSULTANT shall:

2.3.1 Perform a geotechnical evaluation of the existing subsurface conditions to develop recommendations necessary for the design and construction of the soil and/or rock supported elements. The subsurface exploration shall consist of drilling up to four (4) test borings for the Dunn Street intersection and up to two (2) test borings for the Kinser Pike/Madison Street intersection.

2.3.2 Obtain split-barrel samples (ASTM D-1586) at 2.5 foot intervals in the overburden soils and the bedrock below the auger refusal depths shall be cored using duel barrel N-series rock coring method to extend the borings to a depth of 20 feet below the existing ground surface.

2.3.3 Observe ground water level made during drilling operations and immediately after withdrawal of the augers from the borings.

2.4 Roadway/Traffic Design and Plans

CONSULTANT shall:

2.4.1 17th and Dunn Street Intersection

2.4.1.1 Perform a preliminary intersection investigation following completion of the traffic study and topographic survey and submit to the Board staff for review.

2.4.1.2 Prepare preliminary plans sufficient to define right-of-way limits and preliminary opinions of probable construction costs.

2.4.1.3 Attend preliminary field check review with the Board and affected utilities.

2.4.1.4 Prepare final plans, final CAD files, final opinion of probable construction cost and specifications.

2.4.2 17th Street/Kinser Pike/Madison Street Intersection

2.4.2.1 Prepare preliminary plans sufficient to define right-of-way limits and preliminary opinions of probable construction costs.

2.4.2.2 Attend preliminary field check review with the Board and affected utilities.

2.4.2.3 Prepare final plans, final CAD files, final opinion of probable construction cost and specifications.

2.5 Project Management/Project Web Page Update

CONSULTANT shall:

2.5.1 Provide management and coordination through completion of the project.

2.5.2 Prepare a graphic depiction of the project and project description and place on the Board project website.

2.6 Utility Coordination

CONSULTANT shall:

2.6.1 Notify the utilities of the anticipated construction projects

2.6.2 Verify the location of existing facilities with the use of survey and Indiana 811 Service.

2.6.3 Coordinate relocation of facilities, if necessary.

2.7 Right-of-Way Engineering

CONSULTANT shall provide right-of-way engineering services for up to two (2) parcels at the 17th/Dunn Street intersection and up to one (1) parcel at the 17th/Kinser Pike/Madison intersection. The services to be provided shall include:

2.7.1 Complete a title search covering an interval of time including one (1) valid transfer of fee title beyond a twenty year period from the date of search that includes all liens (taxes, mortgages, easements, recorded judgments, etc.) and any encumbrances against the property found to be of record.

2.7.2 Prepare a legal description, right-of-way parcel plat and other materials to be used in the acquisition of right-of-way in accordance with the Right-

of-Way Engineering Procedure Manual and in accordance with Indiana Administrative Code 865 IAC 1-12 (Rule 12).

2.7.3 Set stakes at right-of-way break points (and at intermediate points as necessary to allow visual inspection of the right-of-way line, if necessary) to delineate the location of the proposed

2.7.4 Complete an Appraisal Problem Analysis Report to include the following:

2.7.4.1 Examine the right-of-way plans and determine the extent of the acquisition.

2.7.4.2 Perform an on-site inspection of each parcel requiring right-of-way acquisition.

2.7.4.3 Determine the type of appraisal needed for each parcel according to FHWA Regulations (49 CFR Part 24, dated March two (2), 1989).

2.7.4.4 Complete an Appraisal Problem Analysis form for each parcel to be acquired.

2.8 Construction Phase Office Services

The CONSULTANT shall provide construction phase office services including the following:

2.8.1 Review and respond to Contractor questions submitted during bidding.

2.8.2 Attend one (1) Pre-construction Conference with the responsible agent(s) of the LOCAL PUBLIC AGENCY and the Contractor.

2.8.3 Review shop drawings

2.8.4 The CONSULTANT shall make his services available to the LOCAL PUBLIC AGENCY during construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions may arise.

2.9 Services Not Being Provided by CONSULTANT

The services not being provided by CONSULTANT under this Agreement include, but are not limited to, the following:

2.9.1 Environmental Documentation

2.9.2 Permitting

2.9.3 Pavement Design

2.9.4 Sanitary Sewer Design

2.9.5 Water Line Design

2.9.6 Signal Timing

2.9.7 Interconnect Design

2.9.8 Public Involvement

2.9.9 Level A Subsurface Utility Engineering

EXHIBIT B
COMPENSATION

This project is to be conducted on a Lump Sum basis with an agreed Maximum Cost of Two Hundred Thousand Four Hundred Dollars (**$200,400.00)**. In the event that additional services are needed, additional compensation will be determined using the following rates. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

Classification	2017 Hourly Rate
Senior Engineer (ENS)	$189.25
Traffic Engineer IV (TE4)	$179.75
Project Engineer III (EN3)	$141.30
Engineer Designer IV (ED4)	$122.96
Manager of Admin Services (ZMA)	$109.30
Chief of Surveying	$156.99
Prof Land Surveyor IV (LS4)	$145.10
Prof Land Surveyor III (LS3)	$112.13
Survey Party Chief III (SP3)	$89.74
Survey Party Chief II (SP2)	$82.39
Survey Technician (SVT)	$74.05
Direct Expenses	At Cost
Subconsultants	Cost + 5%

For the purpose of budgeting and progress tracking, the project will be invoiced based on percent complete in accordance with the following fee schedule:

<u>17th Street and Dunn Street</u>

Topographic Survey $13,300.00
Traffic Study $1,500.00
Geotechnical Evaluation $8,200.00
Right-of-Way Engineering $8,100.00
Project Management/Project Webpage Update $9,600.00
Utility Coordination $10,900.00
Roadway/Traffic Design $64,000.00
Construction Phase Office Services $3,000.00

17th Street and Kinser Pike/Madison Street

Topographic Survey $12,400.00
Geotechnical Evaluation $4,000.00
Right-of-Way Engineering $5,400.00
Project Management/Project Webpage Update $9,600.00
Utility Coordination $9,900.00
Roadway/Traffic Design $37,500.00
Construction Phase Office Services $3,000.00

EXHIBIT C

ESTIMATED PROJECT SCHEDULE

MILESTONE	ESTIMATED DATE	COMMENTS
Traffic Analysis	October 27, 2017	
Survey	November 30, 2017	
Preliminary Intersection Alternatives	February 16, 2018	
Preliminary Plans	May 31, 2018	
Right-of-Way Engineering	June 30, 2018	
Right-of-Way Acquisition (by City)	February 28, 2019	
Final Plans	March 29, 2019	
Project Letting	April 2019	Scheduled by City

EXHIBIT D
KEY PERSONNEL

CONSULTANT will provide the following key team members to provide the services described in Exhibit A. Key team members may not be changed without the approval of the Board.

Position / Responsibility	**Name**
Chief Highway Engineer/Principal in Charge	Brian R. Litherland, PE
Project Engineer III/Project Manager	Nicholas Will, PE

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

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

1. The undersigned is the President/Chief Executive Officer of Lochmueller Group, Inc.

2. The company named herein that employs the undersigned:
- has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
- is a subcontractor on a contract to provide services to the City of Bloomington.

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

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

_____
Michael R. Hinton
President/Chief Executive Officer

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2017.

_____
Notary Public

_____
Printed name

My Commission Expires:_____
County of Residence:_____

EXHIBIT F
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

LOCHMULLER GROUP, INC.
(Name of Organization)

By: _____
Michael R. Hinton
President/Chief Executive Officer

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2017

_____
Notary Public

_____
Printed name

My Commission Expires:_____
County of Residence:_____

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

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

To Be Completed by Requesting Party:

Project Name: 17th Street and Madison Street Signal Improvements

Project Manager: Neil Kopper

Project Description:

This project will improve the pedestrian and vehicular signal infrastructure at the intersection of 17th Street and Madison Street/Kinser Pike. It will include enhanced pedestrian and accessibility features (such as accessible ramps, pedestrian countdown signals, and push buttons). It will also include new signal indications that will incorporate backplates and flashing yellow arrow left-turn indications.

The design phase of the project will also consider other small geometric improvements at this intersection as feasible.

Project Timeline:

Start Date: August 21, 2017
End Date: December 31, 2019

Financial Information:

Estimated full cost of project:	$381,800
Sources of funds:	
Consolidated TIF / 2015 TIF Bond	$381,800

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

Step	Description	Estimated Cost	Timeline
1	Design Contract	$81,800	August 2017 – December 2019[1]
2	Right-of-Way Acquisition	$50,000	March 2018 – March 2019
3	Construction	$250,000	April 2019 – December 31, 2019

TIF District: Consolidated TIF (West 17th Street)

Resolution History: 17-52 Approval of Project Review and Approval Form
17-72 Approval of Design Contract

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

[1] This will extend through the construction phase to ensure engineering services are available throughout the construction process.