

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
October 7, 2019
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –September 16, 2019
- III. EXAMINATION OF CLAIMS** –September 20, 2019 for \$227,813.26 and October 4, 2019 for \$1,365,656.30
- IV. EXAMINATION OF PAYROLL REGISTERS**–September 13, 2019 for \$30,319.31
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. Business Development Updates -
- VI. NEW BUSINESS**
 - A. Resolution 19-81: Approval of Funding Agreement for City of Bloomington, Planning and Transportation
 - B. Resolution 19-82: Approval of Funding Agreement for Middle Way House
 - C. Resolution 19-83: Approval of Funding Agreement for Mother Huppard’s Cupboard
 - D. Resolution 19-84: Approval of Funding Agreement for Bloomington Housing Authority
 - E. Resolution 19-85: Approval of Funding Agreement for LIFEDesigns for Security Access Control System at 2446 S. Henderson
 - F. Resolution 19-86: Approval of Funding Agreement for LIFEDesigns for a basement rehab at 1826 S. Covey
 - G. Resolution 19-87: Approval of Funding Agreement for Centerstone
 - H. Resolution 19-88: Approval of Funding Agreement for Habitat for Humanity
 - I. Resolution 19-89: Approval of Change Order#2 for W. 17th Street
 - J. Resolution 19-90: Approval of Change Order #6 for Tapp/Rockport Intersection Improvements
 - K. Resolution 19-91: Project Review and Approval Form – B-Line Trail Extension
 - L. Resolution 19-92: Approval of Contract with Kings III for Elevator Services at College Square
- VII. BUSINESS/GENERAL DISCUSSION**
- IX. ADJOURNMENT**

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

THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, October 7, 2019, at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, presiding.

I. ROLL CALL

Commissioners Present: Donald Griffin, Sue Sgambelluri, David Walter, Mary Alice Rickert and Eric Sandweiss

Commissioners Absent: Sue Wanzer

Staff Present: Doris Sims, Director; Housing and Neighborhood Development (HAND); Christina Finley, Financial Specialist, HAND; Sara Bohs, Program Manager, HAND

Others Present: Larry Allen, Attorney, City Legal Department; Margot Cohen, Indiana University

II. READING OF THE MINUTES – Mary Alice Rickert moved to approve the September 16, 2019, minutes. Sue Sgambelluri seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – Eric Sandweiss moved to approve the claim register for September 20, 2019, for \$227,813.26 and October 4, 2019 for \$1,365,656.30. David Walter seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS –Sue Sgambelluri moved to approve the payroll register for September 13, 2019, for \$30,319.31. Mary Alice Rickert seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report

B. Legal Report. Larry Allen stated last Monday the Planning Commission approved the site plans for the Trades District Garage. He said final site plans will be presented to the RDC for review and approval, in the near future. Allen said site plans for the 4th Street Garage will hopefully go back to the planning commission for review around December.

C. Treasurer's Report. Larry Allen was available to answer questions.

D. Business Development Updates.

VI. NEW BUSINESS

A. Resolution 19-81: Approval of Funding Agreement for City of Bloomington, Planning & Transportation

B. Resolution 19-82: Approval of Funding Agreement for Middle Way House

C. Resolution 19-83: Approval of Funding Agreement for Mother Huppard's Cupboard

D. Resolution 19-84: Approval of Funding Agreement for Bloomington Housing Authority

E. Resolution 19-85: Approval of Funding Agreement for LIFEDesigns for Security Access Control System at 2446 South Henderson

F. Resolution 19-86: Approval of Funding Agreement for LIFEDesigns for a basement rehab at 1826 S. Covey

G. Resolution 19-87: Approval of Funding Agreement for Centerstone

H. Resolution 19-88: Approval of Funding Agreement for Habitat for Humanity

Sims stated the above resolutions are for physical improvement funding agreements for funding out of the 2019 Community Development Block Grant.

Don Griffin asked for public comment. There were no comments from the public.

David Walter moved to approve Resolution 19-81, 19-82, 19-83, 19-84, 19-85, 19-86, 19-87, and 19-88. Sue Sgambelluri seconded the motion. The board unanimously approved.

- I. Resolution 19-89: Approval of Change Order #2 for West 17th Street
- J. Resolution 19-90: Approval of Change Order #6 for Tapp/Rockport Intersection
- K. Resolution 19-91: Project Review and Approval Form – B-Line Trail Extension
- L. Resolution 19-92: Approval of Contract with Kings III for Elevator Services at College Square

M. BUSINESS/GENERAL DISCUSSION

N. ADJOURNMENT

Don Griffin, President

Mary Alice Rickert, Secretary

Date

**19-81
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-19-MC-18-0013 for physical improvement activities, and,

WHEREAS, funds for the Adams-Kirkwood-Third Streets Pedestrian Improvement Project located along Adams St, Kirkwood Ave and Third St, have been approved from said source, and,

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

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

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and City of Bloomington's Planning and Transportation Department is approved for an amount not to exceed Forty Eight Thousand Seven Hundred and Thirty Five Dollars (\$48,735.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Don Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
PLANNING AND TRANSPORTATION DEPARTMENT
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, is entered into by and between the City of Bloomington’s Housing and Neighborhood Development Department and the City of Bloomington’s Planning and Transportation Department (hereinafter called the “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 # B19MC180013; and

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

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

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2019 Community Development Block Grant (CDBG) funds to oversee and inspect the design and construction of pedestrian, vehicular and street improvements along the W. Kirkwood – S. Adams – W. Third Streets corridor. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG Subrecipient Procurement Procedures.
- b. Begin the project within 60 days of the execution of this funding agreement.

- c. Maintain the facility as a public improvement for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than **December 31, 2020**, unless mutually agreed to by all parties.

B. National Objectives

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

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

Benefit to Low/Moderate Area (LMA) Persons, 24 CFR 570.208(a)(2)

Census Tract and Block Groups served:

Census Tract and Block Groups served:

Census Tract and Block Groups served:

C. Performance Monitoring

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

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **December 31, 2023**, unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Forty Eight Thousand Seven Hundred and Thirty Five Dollars (**\$48,735.00**). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

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

Grantee: Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: woolforr@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Neil Kopper, Project Engineer Planning and Transportation Department City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: koppern@bloomington.in.gov Tel: (812) 349-3593
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

V. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

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

C. Hold Harmless

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

D. Workers’ Compensation

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

E. Grantor Recognition

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

F. Amendments

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

G. Suspension or Termination

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

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

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

H. Reversion of Assets.

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

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

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

B. Documentation and Record-Keeping

1. Records to be Maintained. The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, and 2 CFR Part 215; and
 - g. Submit performance measurements as required by HUD.
2. Retention of Records. The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken or at the expiration of the 3-year period, whichever occurs last.
3. Disclosure. The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
4. Client Data. Subrecipient is providing a service that is / is not a presumed benefit under CDBG Program Guidelines for Determining Eligibility. Subrecipient will provide data as follows:
- The Subrecipient shall maintain client data demonstrating client eligibility for services provided. **Such data shall include, but not be limited to, client name, address, race, income level or other basis for determining eligibility, and description of services provided.** Such information shall be made available to Grantee monitors or their designees for review upon request.
 - The Subrecipient shall maintain beneficiary data demonstrating project eligibility using the area benefit data. Such information shall be made available to Grantee monitors or their designees for review upon request.
 - The Subrecipient is providing a service where the clients are presumed eligible. **Subrecipient will provide Grantee with data that shall include, but not be limited to, units of service provided, information on client demographics, method for collecting data, and description of**

services provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

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

C. Reporting and Payment Procedures

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

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

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

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

VII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

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

Furthermore, Subrecipient understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Subrecipient believes that a City employee engaged in such conduct towards Subrecipient and/or any of its employees, Subrecipient or its employees may file a complaint with the City department head in charge

of the Subrecipient's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

B. Equal Employment and Affirmative Action

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

C. The Fair Housing Act (42 U.S.C. 3601-3620) see 2014 agreements

The Subrecipient shall comply with this Act and prohibit discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Furthermore, the Subrecipient shall affirmatively promote fair housing and assist the Grantee in overcoming any impediments that have been identified in the Grantee's Analysis of Impediments to Fair Housing Choice.

D. Residential Lead-based Paint

1. Residential Lead-based Paint Poisoning Prevention Requirements

The Subrecipient shall comply with all applicable CDBG requirements for the Project, including but not limited to; HUD Rule, Fed. Reg. 24 CFT Part 35, EPA Rule Fed Reg. 40 CFR Part and IDEM Rule, 326 Indiana Administrative Code 23.

2. Prohibition Against the Use of Lead-based Paint

The Agency hereby agrees that any contractors or subcontractors hired to perform work on the activities subject to this agreement will not use or permit to be used any lead-based paint on any applicable surfaces during the course of work. Exterior and/or interior paints, enamels and/or primers used on any surface of structure constructed or rehabilitated under this Contract Agreement shall not contain more than six one-hundredths percent (.06%) lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints. All paints, enamels and/or primers shall be delivered to the work site in original unopened containers with manufacturing labels intact. Such paints, enamels and primers shall be subject to inspection and test by the City of Bloomington. In the event the City of Bloomington determines the need to test the lead content of any paint, enamel or product to be used in the Project, the Agency shall be liable for the cost of such a test. "Lead-based paint" means 1) any paint containing more than five-tenths of one per centum lead weight in the dried film of paint already applied or both; or 2) with respect to paint manufactured after June 22, 1977 "lead-based paint" means any paint containing more than six one-hundredths of one per centum lead by weight in the total non-volatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

E. Davis Bacon and Related Acts

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

F. Contract Work Hours and Safety Standards Act

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

G. Employment Restrictions

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

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

H. Conduct

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

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

VIII. Other Applicable Federal Requirements

A. Clean Air Act and Federal Water Pollution Control Act

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

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

1. 570.600 General

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

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

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

A. Data Universal Numbering System (DUNS)

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

B. System for Award Management (SAM)

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

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

subcontractor, person or firm involved in this project is ineligible to be awarded Government contracts through the System for Award Management (SAM).

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

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

C. Executive Compensation

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

X. 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.

XI. ATTACHMENTS

- A. Exhibit A: 2019 HUD Income Limits**
- B. Exhibit B: 2019 Client Information and Income Form for CDBG Funds (if applicable)**
- C. Exhibit C: 2019 Client Summary Profile Reporting Form (if applicable)**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**
- F. Exhibit F: 2018 CDBG Application as submitted**
- G. Exhibit G: Employee Eligibility Status affidavit**

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

**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

**PLANNING AND TRANSPORTATION
DEPARTMENT:**

By:

By:

By:

By:

CITY OF BLOOMINGTON
Legal Department
Reviewed By: [Signature]
DATE: 9-10-19

CITY OF BLOOMINGTON
Controller

Reviewed by: [Signature]

DATE: 9-12-19

FUND/ACCT: 250

**19-82
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-19-MC-18-0013 for physical improvement activities, and,

WHEREAS, funds to replace and upgrade the existing security and fire alarm system at The Rise located at 401 S. Washington St. for Middle Way House, Inc., have been approved from said source, and,

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

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

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and Middle Way House, Inc. to replace and upgrade the existing security and fire alarm system at The Rise located at 401 S. Washington St. is approved for an amount not to exceed Twenty Thousand Dollars (\$20,000.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Don Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

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

THIS AGREEMENT, is entered into by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and Middle Way House, Inc. a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 338 S. Washington Street, Bloomington, IN, 47401, (herein called the “Subrecipient”), WITNESSETH:

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

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B19MC180013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2019 Community Development Block Grant (CDBG) funds to replace the existing security and fire alarm system, located at 401 S. Washington Street (the Property). Project funds can be used to remove and replace the existing security and fire alarm system (as required). The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

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

- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facility as a residence for persons fleeing domestic violence for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than June 30, 2020, unless mutually agreed to by all parties.

B. National Objectives

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

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

Benefit to Low/Moderate Income (LMI) Persons, 24 CFR 570.208(a)(2)

Presumed benefit: _____

Income Eligibility: _____

C. Performance Monitoring

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

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until June 30, 2023, unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Twenty Thousand Dollars (\$20,000.00). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

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

Grantee: Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: woolforr@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Debro A. Morrow, Executive Director Middle Way House, Inc. 338 S. Washington Street Bloomington, IN 47401 Contact Name: Lenora Binkley Email: lenora@middlewayhouse.org Tel: (812) 337-4510 Ext 211
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

V. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

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

XI. ATTACHMENTS

- A. Exhibit A: 2019 HUD Income Limits**
- B. Exhibit B: 2019 Client Information and Income Form for CDBG Funds (if applicable)**
- C. Exhibit C: 2019 Client Summary Profile Reporting Form (if applicable)**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**
- F. Exhibit F: Subrecipient Procurement Procedures**
- G. Exhibit G: Employee Eligibility Status affidavit**

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

**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

MIDDLE WAY HOUSE, INC.:

By:

By:

Don Griffin, President

Debra A. Morrow
Deborah Morrow, Executive Director

By:

By:

Mary Alice Rickert, Secretary

Michael DeNunzio
Michael DeNunzio, Board Chairman

Wahle Sidela

CITY OF BLOOMINGTON
Legal Department
Reviewed By: _____
DATE: 9-10-19

CITY OF BLOOMINGTON
Controller

Reviewed by: _____

DATE: 9-12-19

FUND/ACCT: 250

**19-83
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-19-MC-18-0013 for physical improvement activities, and,

WHEREAS, funds to renovate the existing facility at 1100 W. Allen St to improve efficiency and storage capacity, have been approved from said source, and,

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

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

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and Mother Hubbard's Cupboard, Inc. for the renovation of the facility at 1100 W. Allen Street is approved for an amount not to exceed Eighty Three Thousand Three Hundred and Ninety Two Dollars (\$83,392.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Don Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
MOTHER HUBBARD’S CUPBOARD
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, is entered into by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “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 Street, Bloomington, IN, 47403, (herein called the “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 # B19MC180013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2019 Community Development Block Grant (CDBG) funds to rehabilitate the existing facility, located at 1100 W. Allen Street (the Property). Project funds can be used to: create new window openings on the west wall; installation of 3 compartment sinks in the pantry sorting area; installation of a new wall and door for the Tool Share room; conversion of existing attic space to office area; and installation of a new roof. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG Subrecipient Procurement Procedures.
- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facility as place where income eligible persons and households can purchase, or receive free, food, supplies and tools for gardening for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than June 30, 2020, unless mutually agreed to by all parties.

B. National Objectives

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

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

Benefit to Low/Moderate Income (LMI) Persons, 24 CFR 570.208(a)(2)

Presumed benefit: _____

Income Eligibility: _____

C. Performance Monitoring

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

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until June 30, 2023, unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Eighty Three Thousand Three Hundred and Ninety Two Dollars (\$83,392.00). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

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

Grantee: Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: woolforr@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Amanda Nickey, Executive Director Mother Hubbard’s Cupboard, Inc. 1100 W. Allen Street Bloomington, IN 47403 Contact Name: Sarah Cahillane Email: development@mhcfoodpantry.org Tel: (812) 355-6843
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

V. GENERAL CONDITIONS

A. General Compliance

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

XI. ATTACHMENTS

- A. Exhibit A: 2019 HUD Income Limits**
- B. Exhibit B: 2019 Client Information and Income Form for CDBG Funds (if applicable)**
- C. Exhibit C: 2019 Client Summary Profile Reporting Form (if applicable)**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**
- F. Exhibit F: Subrecipient Procurement Procedures**
- G. Exhibit G: Employee Eligibility Status affidavit**

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

**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

MOTHER HUBBARD'S CUPBOARD, INC.:

By:

By:

Don Griffin, President

Amanda Nickey, Executive Director

By:

By:

Mary Alice Rickert, Secretary

Board Chairman

CITY OF BLOOMINGTON
Legal Department
Reviewed By: _____
DATE: 9-10-19

CITY OF BLOOMINGTON
Controller

Reviewed by: _____

DATE: 8-12-12

FUND/ACCT: 40

19-84
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-19-MC-18-0013 for physical improvement activities, and,

WHEREAS, funds to improve accessibility in properties owned by the Bloomington Housing Authority, Inc. have been approved from said source, and,

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

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

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and Bloomington Housing Authority, Inc. to improve accessibility in the Reverend Butler Housing Complex and the Walnut Woods Housing Complex, is approved for an amount not to exceed Two Hundred Thousand Dollars (\$200,000.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Don Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

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

THIS AGREEMENT, is entered into by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and Bloomington Housing Authority Resident Council, Inc., a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 1007 N. Summit Street, Bloomington, IN, 47404, (herein called the “Subrecipient”), WITNESSETH:

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

WHEREAS, the Grantee, through its allocation process, has allocated Community Development Block Grant funds (CFDA # 14.218) under Grant # B19MC190013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2019 Community Development Block Grant (CDBG) funds to remove and replace sidewalks and ramps to make them accessible for all persons. The housing units assisted by this project are located at 1218-1224 W. 11th, 1201-1207 and 1217-1223 W. 12th St (the Properties). Project funds can be used to remove and replace appropriate sidewalks with ADA complaint sidewalks. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:
 - a. Design, bid, award, construct and manage the Project in accordance to CDBG Subrecipient Procurement Procedures.
 - b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
 - c. Maintain the facility as housing for income eligible households for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
 - d. Provide Grantee information about household, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement information upon request.
 - e. Complete the Project as designed no later than **June 30, 2020**, unless mutually agreed to by all parties.

B. National Objectives

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

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

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

C. Performance Monitoring

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

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **June 30, 2023**, unless mutually agreed to by all parties.

III. PAYMENT

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

IV. NOTICES

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

Grantee: Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: woolforr@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Amber Skoby, Executive Director Bloomington Housing Authority Resident Council, Inc. 1007 N. Summit St Bloomington, IN 47404 Contact Name: Rhonda Moore Email: rmoore@blha.net Tel: (812) 339-3491 ext. 135
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

V. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

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

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.

XI. ATTACHMENTS

- A. Exhibit A: 2019 HUD Income Limits
- B. Exhibit B: 2019 Client Information and Income Form for CDBG Funds (if applicable)
- C. Exhibit C: 2019 Client Summary Profile Reporting Form (if applicable)
- D. Exhibit D: Drug-free Work Place Certification
- E. Exhibit E: Federal Construction Contract Provisions
- F. Exhibit F: CDBG Subrecipient Procurement Procedures
- G. Exhibit G: Employee Eligibility Status affidavit

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

BLOOMINGTON REDEVELOPMENT
COMMISSION:

BLOOMINGTON HOUSING AUTHORITY
~~RESIDENT COUNCIL, INC.:~~

By:

Don Griffin, President

By:

Amber Skoby

Amber Skoby, Executive Director

By:

Mary Alice Rickert, Secretary

By:

William Hosca

~~Patrick Murray~~, Chairperson, Board of
Directors *William Hosca*

CITY OF BLOOMINGTON
Legal Department
Reviewed By: *[Signature]*
DATE: 9-10-19

CITY OF BLOOMINGTON
Controller

Reviewed by: _____

DATE: 9-12-19
FUND/ACCT: 250

**19-85
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-19-MC-18-0013 for physical improvement activities, and,

WHEREAS, funds to renovate the unfinished basement into a common area that may be used by all residents in the group home and guests, has been approved from said source, and,

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

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

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and LifeDesigns, Inc. for the renovation of the facility at 1826 S. Covey Lane is approved for an amount not to exceed Thirty Eight Thousand Three Hundred and Ninety Two Dollars (\$38,392.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Don Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

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

THIS AGREEMENT, is entered into by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and LIFEDesigns, Inc. a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 200 East Winslow Road, Bloomington, IN, 47401, (herein called the “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 # B19MC180013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2019 Community Development Block Grant (CDBG) funds to rehabilitate and finish the basement area at 1826 S. Covey Lane so that it can be utilized as a community room for persons living with disabilities in the group home and adjacent LIFEDesigns residences. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

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

- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facility as a home for persons living with disabilities and a community room for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than **June 30, 2020**, unless mutually agreed to by all parties.

B. National Objectives

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

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

Benefit to Low/Moderate Income (LMI) Persons, 24 CFR 570.208(a)(2)

Presumed benefit: _____

Income Eligibility: _____

C. Performance Monitoring

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

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **June 30, 2023**, unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Thirty Eight Thousand Three Hundred Ninety Two Dollars (**\$38,392.00**). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

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

Grantee: Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: woolforr@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Russell Bonanno, Executive Director LifeDesigns, Inc. Cindy Fleetwood, Administrative Director LifeDesigns, Inc. 200 East Winslow Road Bloomington, IN 47401 Email: cfleetwood@lifedesignsinc.org Tel: (812) 332-9615
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V. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation,

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

**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

LIFEDESIGNS, INC.:

By:

By:

Don Griffin, President

Russell Bonanno, Chief Executive Officer

By:

By:

Mary Alice Rickert, Secretary

Sarah Burgess, President of the Board of
Directors

CITY OF BLOOMINGTON
Controller

Reviewed by:

DATE: 8-12-19
FUND/ACCT: 250

CITY OF BLOOMINGTON
Legal Department
Reviewed By: _____
DATE: 9-10-19

**19-86
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-19-MC-18-0013 for physical improvement activities, and,

WHEREAS, funds to install an access control, safety and security system, has been approved from said source, and,

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

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

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and LifeDesigns, Inc. for the installation of an access control, safety and security system at 2446 S. Henderson St. is approved for an amount not to exceed Twelve Thousand Four Hundred Dollars (\$12,400.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Don Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

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

THIS AGREEMENT, is entered into by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and LIFEDesigns, Inc. a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 200 East Winslow Road, Bloomington, IN, 47401, (herein called the “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 # B19MC180013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2019 Community Development Block Grant (CDBG) funds to install an access control system at Crawford II located at 2446 S. Henderson St. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

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

- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facility as a rental property for persons living with disabilities and issues with alcohol and drug issues for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than **June 30, 2020**, unless mutually agreed to by all parties.

B. National Objectives

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

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

Benefit to Low/Moderate Income (LMI) Persons, 24 CFR 570.208(a)(2)

Presumed benefit: _____

Income Eligibility: _____

C. Performance Monitoring

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

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **June 30, 2023**, unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Twelve Thousand Four Hundred Dollars (**\$12,400.00**). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

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

Grantee: Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: woolforr@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Russell Bonanno, Executive Director LifeDesigns, Inc. Cindy Fleetwood, Administrative Director LifeDesigns, Inc. 200 East Winslow Road Bloomington, IN 47401 Email: cfleetwood@lifedesignsinc.org Tel: (812) 332-9615
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V. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation,

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

**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

By:

Don Griffin, President

By:

Mary Alice Rickert, Secretary

LIFEDESIGNS, INC.:

By:

Russell Bonanno, Chief Executive Officer

By:

Sarah Burgess, President of the Board of
Directors

CITY OF BLOOMINGTON
Legal Department
Reviewed By: *Christina White*
DATE: 9-10-19

CITY OF BLOOMINGTON
Controller

Reviewed by:

[Signature]
DATE: 8-17-11

FUND/ACCT: 250-57990

**19-87
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-19-MC-18-0013 for physical improvement activities, and,

WHEREAS, funds to improve accessibility at Centerstone's transitional housing facility, have been approved from said source, and,

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

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

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and Centerstone, Inc. for accessibility improvements at 653 S. Rogers St is approved for an amount not to exceed Forty Five Thousand Dollars (\$45,000.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

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

THIS AGREEMENT, is entered into by and between the City of Bloomington Housing and Neighborhood Development Department (herein called the “Grantee”) and Centerstone, Inc. a non-profit domestic corporation duly incorporated by the State of Indiana with its principal place of business located at 645 S. Rogers Street, Bloomington, IN, 47403, (herein called the “Subrecipient”).

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 # B19MC180013 to the Subrecipient; and

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

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

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2019 Community Development Block Grant (CDBG) funds to rehabilitate a residential facility, located at 653 S. Rogers Street (the Property). Project funds can be used to rehabilitate the exterior steps of the facility so that persons can safely enter the facility. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

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

- b. Begin the project within 60 days of the execution of this funding agreement or notify the Grantee of any delays within fifty (50) days of the execution of the funding agreement.
- c. Maintain the facility as housing for persons diagnosed with serious mental illness for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than **June 30, 2020**, unless mutually agreed to by all parties.

B. National Objectives

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

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

Benefit to Low/Moderate Income (LMI) Persons, 24 CFR 570.208(a)(2)

Presumed benefit: _____

Income Eligibility: _____

C. Performance Monitoring

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

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **June 30, 2023**, unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Forty Five Thousand Dollars (**\$45,000.00**). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

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

Grantee: Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: woolforr@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Suzanne Koesel, Executive Director Centerstone, Inc. 645 S. Rogers Street Bloomington, IN 47403 Contact Name: Beth Rodriguez Email: beth.rodriguez@centerstone.org Tel: (812) 337-2350
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

V. GENERAL CONDITIONS

A. General Compliance

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

B. “Independent Contractor”

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

XI. ATTACHMENTS

- A. Exhibit A: 2019 HUD Income Limits**
- B. Exhibit B: 2019 Client Information and Income Form for CDBG Funds (if applicable)**
- C. Exhibit C: 2019 Client Summary Profile Reporting Form (if applicable)**
- D. Exhibit D: Drug-free Work Place Certification**
- E. Exhibit E: Federal Construction Contract Provisions**
- F. Exhibit F: Subrecipient Procurement Procedures**
- G. Exhibit G: Employee Eligibility Status affidavit**

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

**BLOOMINGTON REDEVELOPMENT
COMMISSION:**

CENTERSTONE, INC.:

By:

Don Griffin, President

By:



Suzanne Koesel, Executive Director

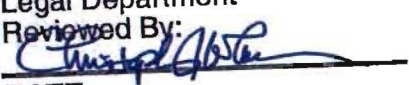
By:

Mary Alice Rickert, Secretary

By:



Terrye Davidson, Board Chairman

CITY OF BLOOMINGTON
Legal Department
Reviewed By: 
DATE: _____

CITY OF BLOOMINGTON
Controller

Reviewed by: 

DATE: 8-12-19

FUND/ACCT: 380

**19-88
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-19-MC-18-0013 for physical improvement activities, and,

WHEREAS, funds to install infrastructure improvements on undeveloped property for an affordable housing project, has been approved from said source, and,

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

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

WHEREAS, said Agreement has been duly considered,

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

The Community Development Block Grant Funding Agreement for Physical Improvements between the Bloomington Redevelopment Commission and Habitat for Humanity of Monroe County, Inc. for infrastructure improvements on W. Guy Street is approved for an amount not to exceed Seventy Eight Thousand Six Hundred and Forty Nine Dollars (\$78,649.00).

BLOOMINGTON REDEVELOPMENT COMMISSION

Don Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**PHYSICAL IMPROVEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
BETWEEN
HABITAT FOR HUMANITY OF MONROE COUNTY
AND
HOUSING AND NEIGHBORHOOD DEVELOPMENT DEPARTMENT
CITY OF BLOOMINGTON**

THIS AGREEMENT, is entered into by and between the City of Bloomington’s Housing and Neighborhood Development Department and Habitat for Humanity of Monroe County (hereinafter called the “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 # B19MC180013; and

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

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

I. SCOPE OF SERVICE

A. Activity

The Subrecipient will be responsible for expending Program Year 2019 Community Development Block Grant (CDBG) funds to oversee and inspect the design and construction of Guy Drive extension for pedestrian, vehicular and other street improvements through the Osage Place development. The Subrecipient shall have the Project designed, bid, awarded and constructed in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

1. General Administration:

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

2. Subrecipient Shall:

- a. Design, bid, award, construct and manage the Project in accordance to CDBG Subrecipient Procurement Procedures.
- b. Begin the project within 60 days of the execution of this funding agreement.

- c. Maintain the facility as a public improvement for a period of no less than five (5) years which begins on the completion date entered in HUD's Integrated Disbursement and Information System (IDIS).
- d. Provide Grantee information about program participants, which may include, but not limited to; income, race, ethnicity, household size, head of household, employment and rental agreement, upon request and no less than on an annual basis through the life of the Covenant for Deed Restrictions in effect for this funding source.
- e. Complete the Project as designed no later than **November 30, 2020**, unless mutually agreed to by all parties.

B. National Objectives

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

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

Benefit to Low/Moderate Area (LMA) Persons, 24 CFR 570.208(a)(2)

Census Tract and Block Groups served:

Census Tract and Block Groups served:

Census Tract and Block Groups served:

C. Performance Monitoring

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

II. TERM OF AGREEMENT

This agreement shall become effective on the date executed by the last of the parties and shall continue in effect until **November 30, 2023** unless mutually agreed to by all parties.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this contract shall not exceed Seventy Eight Thousand Six Hundred Forty Nine Dollars (**\$78,649.00**). Claims for payment shall be made on eligible expenses to ensure completion of the activity as described in I. SCOPE OF SERVICES and in accordance with performance.

IV. NOTICES

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

Grantee: Robert Woolford, Program Manager Housing and Neighborhood Development City of Bloomington P.O. Box 100 Bloomington, IN 47402 Email: woolforr@bloomington.in.gov Tel: (812) 349-3401	Subrecipient: Wendi Goodlett, Executive Director Habitat for Humanity of Monroe County 213 E. Kirkwood Ave Bloomington, IN 47408 Contact: Nathan Ferreira Email: ferreira@monroecountyhabitat.org Tel: (812) 331-4069
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If any contact information changes for the Subrecipient, a written notice of such change must be made to the Grantee within three (3) business days of the change.

V. GENERAL CONDITIONS

A. General Compliance

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

XI. ATTACHMENTS

- A. Exhibit A: 2019 HUD Income Limits
- B. Exhibit B: 2019 Client Information and Income Form for CDBG Funds (if applicable)
- C. Exhibit C: 2019 Client Summary Profile Reporting Form (if applicable)
- D. Exhibit D: Drug-free Work Place Certification
- E. Exhibit E: Federal Construction Contract Provisions
- F. Exhibit F: 2019 CDBG Application as submitted
- G. Exhibit G: Employee Eligibility Status affidavit

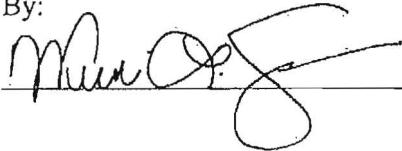
IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

BLOOMINGTON REDEVELOPMENT
COMMISSION:

HABITAT FOR HUMANITY OF MONROE
COUNTY:

By:

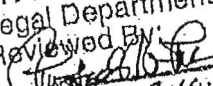
By:



By:

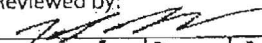
By:

NA

CITY OF BLOOMINGTON
Legal Department
Reviewed By: 
DATE: 9-10-19

CITY OF BLOOMINGTON
Controller

Reviewed by:


DATE: 8-12-19
FUND/ACCT: 250

19-89
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

APPROVAL OF CHANGE ORDER FOR WEST 17TH STREET RECONSTRUCTION PROJECT

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

WHEREAS, 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, on December 5, 2016, in Resolution 16-80, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for a project that would reconstruct West 17th Street between the future Vernal Pike / 17th Street Overpass and the roundabout at 17th Street / Arlington Road / Monroe Street (“Project”); and

WHEREAS, in Resolution 19-13, the RDC approved funding for the construction engineering contract for the Project; and

WHEREAS, in Resolution 19-14, the RDC approved funding for the construction for the Project with Reed and Sons Construction, Inc. (“Reed”), and the RDC approved a change order for tree removal in Resolution 19-37; and

WHEREAS, Reed in conjunction with the City’s project managers have determined that a second change order is necessary for added tree removal and rock excavation (“Additional Services”) for an amount not to exceed \$122,354.00; and

WHEREAS, the Change Order is attached to this Resolution as Exhibit A; and

WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the additional Services for the Project pursuant to the terms of the Change Order; and

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

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 Project is an appropriate use of TIF, and that the Project serves the public's best interests.
3. The RDC hereby authorizes the City of Bloomington to expend an amount not to exceed One Hundred Twenty-Two Three Hundred Fifty-Four Dollars and Twenty Cents (\$122,354.20) to pay for the Additional Services.
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. This funding authorization contained in this Resolution is contingent upon the Board of Public Works approval of the Change Order. In the event that the Board of Public Works does not approve the Change Order, the funding authorizations contained in this Resolution shall have no effect. Staff is asked to ensure a fully executed copy of the amended Agreement is retained in the RDC's records.
6. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on December 31, 2020.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

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: W. 17th Street Reconstruction Project

Project Manager: Neil Kopper and Matt Smethurst

Project Description:

This project will reconstruct W. 17th Street between the future Vernal Pike/17th Street Overpass associated with the Interstate 69 Section 5 project and the roundabout at the 17th Street/Arlington Road/Monroe Street intersection. The overpass over I-69 is anticipated to open shortly and have a significant impact on travel patterns on W 17th Street. The project is anticipated to improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the corridor by:

- Evaluating potential turn lanes or a two-way left-turn lane along the corridor
- Constructing curb and stormwater infrastructure
- Providing tree plots separating the road from a multiuse path on the north side of the street and sidewalk on the south side of the street. All ramps and sidewalk/path facilities will be ADA compliant
- Improving sight distance and vertical alignment of the street, particularly near the Lindbergh Drive intersection
- Evaluating potential conversion of Lindbergh Drive to a two-way facility in proximity to 17th Street
- Coordinating utility relocations and acquiring right of way as necessary

Details of the project and its scope are subject to change through the design process which will include public outreach and stakeholder involvement.

Like many Transportation projects that come before the Redevelopment Commission, this project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Surface Transportation Program.

However, to expedite the project and leverage additional funding, Staff anticipates funding this project using other funding sources. The City was awarded \$1,000,000 in INDOT Community Crossing Matching Grant Funds for the construction phase of the project. These funds need to be matched by the City's 2016 COIT re-allocation. Additionally, the City has been coordinating an interlocal cooperative agreement with INDOT for an additional \$4,000,000 in state dollars to assist in funding the project. This agreement is not yet finalized, but Staff anticipates it will be finalized in the near future.

This Project will serve the Consolidated TIF's allocation area by improving connectivity along the W. 17th Street Corridor, improving access to the Consolidated TIF (especially to the West 17th Street and Downtown portions of the Consolidated TIF), which increases the potential for additional development in those areas.

Project Timeline:

Start Date: January 01, 2017

End Date: December 31, 2019

Financial Information:

Estimated full cost of project:	\$6,200,000
Sources of funds:	
INDOT Community Crossing Matching Grant	\$1,000,000
City's 2016 COIT re-allocation	\$1,000,000
INDOT Interlocal Cooperative Agreement	\$4,000,000
Consolidated TIF	\$200,000 ¹

¹ Initial amount expended will be greater, because all INDOT funding is anticipated to be reimbursed

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	Estimated Timeline
1	Preliminary Engineering & Right-of-Way Professional Services	\$700,000	2017 – 2019
2	Right-of-Way Acquisition	\$600,000	2017 – 2018
3	Construction Engineering	\$500,000	2018 – 2019
4	Construction	\$3,152,970.38 (includes additions of 4a and 4b)	2018 – 2019
4a	Change Order 1 to Construction Agreement	\$4,090	Completed
4b	Change Order 2 to Construction Agreement	\$122,354	Nov. 2019

TIF District: Consolidated TIF (Adams Crossing)

Resolution History: 16-80 Original Project Review and Approval Form
 17-10 Approval of Preliminary Engineering Contract
 19-12 Approval of Second Addendum to Design Contract
 19-13 Approval of Construction Engineering Contract
 19-14 Approval of Construction Funding
 19-15 Approval of Funding for Lighting Contract
 19-37 Approval of Change Order for Tree Removal
19-89 Approval of Change Order #2 for Tree Removal

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**19-90
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA**

**APPROVAL OF CHANGE ORDER TO TAPP ROAD AND ROCKPORT ROAD
PROJECT CONSTRUCTION AGREEMENT**

- WHEREAS, pursuant to Indiana Code § 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”); and
- WHEREAS, the 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, on December 7, 2015, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for a project that would improve the intersection of Tapp Road and Rockport Road (“Project”) in Resolution 15-85; and
- WHEREAS, Resolution 15-85 identified the Consolidated TIF as one source of funding for the Project; and
- WHEREAS, the RDC approved Resolution 18-22, which approved funding for the construction contract for the Project with Crider & Crider (“Crider”); and
- WHEREAS, the RDC approved change orders in the amount of \$36,309.98 in Resolution 19-68; and
- WHEREAS, Staff and Crider have determined that a sixth change order was necessary to account for contract adjustments deducting \$45,411.49 from the current contract amount to a new total of \$2,530,850.19, which does not include the construction inspection agreement; and
- WHEREAS, Change Order #6 is attached to this resolution as Exhibit A; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”) which updates the expected cost of the Project and which is attached to this Resolution as Exhibit B; and

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 approves the change order deducting Forty-Five Thousand Four Hundred Eleven Dollars and Forty-Nine Cents from the Construction Agreement.
3. Unless extended by the Redevelopment Commission in a resolution prior to expiration, the authorizations provided under this Resolution shall expire on December 31, 2019.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

Contract No:R -36022

Change Order No.: 006

INDIANA Department of Transportation

Page: 1

Construction Change Order and Time Extension Summary

Contract Information	Contract No.: R -36022	Letting Date:03/14/2018	
District:SEYMOUR DISTRICT	AE:Wren, Rachel	PE/S:Lenglade, Jon	Status:Pending

Change Order Information	Change Order No.: 006	EWA: N or Force Acct: N
Date Generated: 08/27/2019	Date Approved: 00/00/0000	
Reason Code: FINAL QUANTITY ADJUSTMENT		

Description: Overrun/Underrun change order

Original Contract Amount	\$ 2,539,951.70	
Current Change Order Amount	\$ -45,411.49	Percent: -1.788 %
Total Previous Approved Changes	\$ 36,309.98	Percent: 1.430 %
Total Change To-Date	\$ -9,101.51	Percent: -0.358 %
Modified Contract Amount	\$ 2,530,850.19	

Time Extension Information

Date Initiated 00/00/0000 Date Completed 00/00/0000

Original Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
 SP Date 00/00/0000 or SP Days
 (SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension SS Days 0 SP Days 0 SP Days Value \$ 0.00

Previous Time Approved SS Days by AE: _____ DCE: _____ SCE: _____ DDCM: _____

SS Days _____ SP Days Value \$ _____

Revised Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
 SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE: _____ DCE: _____ SCE: _____ * DDCM: _____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y, Copy to Program Budget Manager _____

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) _____

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No: R-36022
Change Order No: 006

INDIANA
Department of Transportation

Date: 09/03/2019
Page: 3

Contract: R-36022
Project: 0901730 - State: 0901730
Change Order Nbr: 006
Change Order Description: Overrun/Underrun change order
Reason Code: FINAL QUANTITY ADJUSTMENT

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount:\$	Amount Change
0021	0901730	0021	207-09934	SYS	7.500	-3317.660	C	Amount:\$	-24,882.45
Item Description: SUBGRADE TREATMENT, TYPE 1B Supplemental Description1: Supplemental Description2:									
0022	0901730	0022	207-09935	SYS	17.000	2932.440	C	Amount:\$	49,851.48
Item Description: SUBGRADE TREATMENT, TYPE 1C Supplemental Description1: Supplemental Description2:									
0023	0901730	0023	211-02050	CYS	25.000	-2097.170	C	Amount:\$	-52,429.25
Item Description: B BORROW Supplemental Description1: Supplemental Description2:									
0024	0901730	0024	211-09264	CYS	47.000	-1003.910	C	Amount:\$	-47,183.77
Item Description: STRUCTURE BACKFILL, TYPE 1 Supplemental Description1: Supplemental Description2:									
0028	0901730	0028	301-12234	CYS	50.000	584.650	C	Amount:\$	29,232.50
Item Description: COMPACTED AGGREGATE NO 53 Supplemental Description1: Supplemental Description2:									

Total Value for Change Order 006 = \$ -45,411.49

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

This change order is for items that overran or underran by \$20,000.00 or more. Explanation of overrun or underrun is below: Item 21 Subgrade Treatment 1B underran because the planned 1B area was reduced because rock was encountered while excavating for subgrade elevation. Item 22 Subgrade Treatment 1C overrun because the area that had the 1B subgrade called out for it was changed to subgrade treatment 1C where the rock was encountered and thus could not be chemically stabilized. Item 23 B Borrow There was 2,258 cys of undistributed b borrow in the contract. Only approximately 181 cys of the undistributed quantity was used. Item 24 Structure Backfill Type 1 A lot of the storm sewer was installed in fill areas before the fill was placed. The structure backfill quantity was designed with the backfill being placed after the fill was placed this caused an underrun. All structure backfill was calculated using INDOT'S structure backfill calculation template. Item 28 Compacted Aggregate # 53 Stone overrun because this item was used to pay for the stone in the areas throughout the project that had to be undercut because of bad subgrade. A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: CRIDER AND CRIDER

Signed By: 

Date: 9/3/19

Contract No:R -36022
Change Order No:006

INDIANA
Department of Transportation

Date:09/03/2019
Page: 4

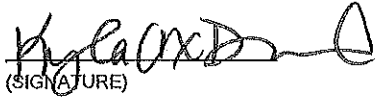
NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -36022
Change Order No:006

INDIANA
Department of Transportation

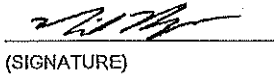
Date:09/03/2019
Page: 5

APPROVED FOR LOCAL PUBLIC AGENCY


(SIGNATURE)

President BPW
(TITLE)

9-17-19
(DATE)


(SIGNATURE)

Interim Transportation Traffic Engineer
(TITLE)

9-19-19
(DATE)


SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Lengade, Jon	00/00/0000	Action Pending

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Jackie Moore
DATE: 9.11.19

CITY OF BLOOMINGTON
Controller
Reviewed by:

DATE: 9-12-19
FUND/ACCT: 439-152085-53990

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:** Tapp Road and Rockport Road Intersection and Accessibility Project**Project Manager:** Neil Kopper and Matt Smethurst**Project Description:**

Project will replace the current all-way stop control at the intersection of Tapp Road and Rockport Road with a new traffic signal (including dedicated left-turn lanes on the Tapp Road approaches). The skewed approaches to the current intersection will be improved, and the grade on the west side of intersection will be reduced. All approaches to the intersection will be improved with accessible ramps, pedestrian countdown signals, and push buttons. New sidewalk and side-path facilities will be constructed, including a side-path that will connect bicyclists and pedestrians to the roundabout at the intersection of Tapp Road and Adams Street and the Clear Creek Trail system.

The intersection of Tapp Road and Rockport Road is not in the Consolidated TIF. However, Indiana Code § 36-7-14-39(J) permits Tax Increment to be used to “Pay expenses incurred by the redevelopment commission for local public improvements that are in the allocation area or serving the allocation area.”

This Project will serve the allocation area by improving connectivity along Tapp Road. This will improve access along both Tapp Road and Rockport Road, improving access to the Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, and Fullerton Pike portions of the Consolidated TIF, which increases the potential for additional development in those areas.

This project is a permissible use of Tax Increment, satisfying all four factors of the Legal Department’s TIF Test.

1. It is substantial and complex work that involves the addition of new parts.
2. The improved intersection should have increased value, as it will be safer and more accessible.
3. The improved intersection should perform equally well as a newly constructed intersection.
4. These improvements are not part of the normal life cycle of the intersection.

Accordingly, it is the Legal Department’s position that this is a permissible use of Tax Increment.

Project Timeline:

Start Date: January 2, 2015

End Date: December 31, 2019

Financial Information:

Estimated full cost of project:	\$3,773,953.51
Sources of funds:	
Planning & Transportation CumCap Allocation ¹	\$254,760
Consolidated TIF ²	\$801,633.41
Federal Highway Administration ³	\$2,537,121.36
City of Bloomington Utilities	\$148,050

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 ⁴	\$540,505	Services Completed in 2016
2	Right of Way Acquisition	\$248,000	2016 – 2017
3	Right of Way Clearing	\$54,000	Services Completed in 2017

¹ Initial amount expended is greater because Federal Highway Administration funding is reimbursed for design services.

² Initial amount expended is expected to be greater because Federal Highway Administration funding is reimbursed for design services, right of way, and construction inspection services.

³ INDOT administers the distribution of federal funding to local transportation projects.

⁴ Planning & Transportation has entered into the design contract with DLZ. This is being primarily funded by the Department’s CumCap allocation with reimbursement from the Federal Highway Administration.

4	Construction & Construction Inspection	\$2,887,938.53 (Previous amount \$2,933,350.02)	2018 – 2019 (Completed)
5	Change Order 1 to Right of Way Clearing Agreement	\$7,200	Completed
6	Change Order 1, 3, and 4 to Construction Agreement	\$3,921.24	Completed
7	Change Order 2 and 5	\$32,388.74	Completed
8	Change Order 6	(\$45,411.49)	Completed

TIF District: Consolidated TIF (Walnut-Winslow, South Walnut, Tapp Road, Expanded Tapp Road, Fullerton Pike)

Resolution History: 15-86 Project Review and Approval Form
 16-29 Design Contract
 17-85 Right of Way Clearing
 17-104 Approval of Construction Engineering Services
 18-03 Change Order 1 to Right of Way Clearing Agreement
 18-22 Approval of Funds for Construction
 19-68 Approval of Change Orders
 19-90 Approval of Change Order

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

**19-91
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM FOR AN EXTENSION OF
THE B-LINE TRAIL AND MULTIUSE PATH**

WHEREAS, the City of Bloomington (“City”) has brought the Redevelopment Commission a Project Review & Approval Form (“Form”), which seeks the support of the RDC to construct an extension of the B-Line Trail to a new multi-use path and improve the intersection of West Fountain Drive and North Crescent Road (“Project”); and

WHEREAS, a copy of the Form is attached to this Resolution as Exhibit A;

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

1. The Redevelopment Commission finds that the Project has a valid public purpose, and approves the Project.
2. The expenditure of funds is not approved by this Resolution. Funding will be approved at a later date when the Project Manager brings a Contract or Contracts that have been prepared after complying with the appropriate City procurement process for the Project.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

City of Bloomington
Redevelopment Commission
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: B-Line Trail Extension & Multi-use Path

Project Manager: Roy Aten

Project Description: This project will improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the West Fountain Drive and North Crescent Road by:

- Constructing a 585 ft. extension of the B-Line Trail to West Fountain Drive.
- Constructing a new 3540 ft. (.67 mi.) multi-use path along West Fountain Drive and North Crescent Road. In effect, connecting the B-line Trail to the newly constructed multi-use path on West 17th Street.
- Realigning the intersection of West Fountain Drive and North Crescent Road.

The project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The project is currently programmed to receive \$1,150,000 in federal funds for construction and construction inspection.

Portions of this Project are not in the Consolidated TIF. However, Indiana Code § 36-7-14-39(J) permits Tax Increment to be used to “Pay expenses incurred by the redevelopment commission for local public improvements that are in the allocation area or serving the allocation area.”

This Project will serve the Consolidated TIF’s allocation area by improving connectivity along the West Fountain Drive / North Crescent Road Corridor, improving access to the West 17th Street, and Expanded Downtown portions of the Consolidated TIF, which increases the potential for additional development in those areas.

¹ INDOT administers the distribution of federal funding to local transportation projects.

² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

Project Timeline:

Start Date: January 17, 2018
End Date: July 31, 2022

Financial Information:

Estimated full cost of project:	\$2,975,579
Sources of funds:	
Cum-Cap Dev (601)	\$132,999
General Fund (101)	\$200,000
Federal Funding	\$1,150,000 ¹
Consolidated TIF	\$1,492,580 ²

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	Estimated Timeline
1	Preliminary Engineering	\$702,799	Jan 2018 – Sept 2020
2	Railroad Coordination	\$10,000	Oct 2019 – May 2020
3	Right-of-Way Acquisition	\$530,000	Oct 2019 – May 2020
4	Construction	\$1,540,250	Apr 2021 – Nov 2021
5	Construction Engineering	\$192,530	Apr 2021 – Nov 2021

TIF District: Consolidated TIF (West 17th Street)

Resolution History:

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

¹ INDOT administers the distribution of federal funding to local transportation projects.

² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed

19-92
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF CONTRACT WITH KINGS III REGARDING THE COLLEGE
SQUARE ELEVATOR**

WHEREAS, pursuant to Indiana Code 36-7-14 *et seq.*, the Redevelopment Commission of the City of Bloomington (“RDC”) and the Common Council of the City of Bloomington created an economic development area known as the Consolidated Economic Development Area (“Consolidated TIF”), 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, pursuant to the purchase agreement approved in Resolution 19-34, the Redevelopment Commission of the City of Bloomington (“RDC”) closed on the purchase of College Square located at 216 S College Avenue (“Property”) on July 15, 2019; and

WHEREAS, as part of the purchase of the Property, existing utilities have been transferred to the RDC, including the elevator service serving the Property; and

WHEREAS, as a result of the transfer, it is necessary to executed a continuation of services agreement with Kings III Emergency Communications (“Kings III”) for the emergency phone line inside of the College Square Elevator and

WHEREAS, Staff has negotiated an Agreement with Kings III and an Addendum to the Agreement with Kings III, which are attached to this Resolution as Exhibit A, to provide the necessary services for amount not to exceed Thirty-Nine Dollars (\$39.00) per month; and

WHEREAS, these ongoing payments for the elevator communications services shall be taken from the RDC’s rental income from the Property and not the Consolidated TIF;

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

1. The RDC finds the above described expenditures serves the public’s best interest.

2. The RDC hereby approves payment not to exceed Thirty-Nine Dollars (\$39.00) per month to be paid from its services fund (Account Number 444-15-150000-53990) for the elevator emergency communications system inside of the Property.
3. The RDC hereby authorizes Donald Griffin to sign the Agreement with Kings III on behalf of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

ADDENDUM TO AGREEMENT
between the
CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
and
KINGS III of AMERICA, LLC

This Addendum supplements the Letter of Agreement (“Agreement”) between the City of Bloomington (“City”) and Kings III of America, LLC, dba Kings III Emergency Communications (“Kings III”) for elevator emergency contact services, as follows:

1. E-Verify: Kings III is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. Kings III shall sign an affidavit, attached as Exhibit A, affirming that Kings III does not knowingly employ an unauthorized alien.
2. Notice: Any notice required by the Agreement or the Addendum shall be made in writing to the addresses written below:

City

Larry D. Allen
City of Bloomington RDC
401 N. Morton Street, Suite 120
Bloomington, Indiana 47404

Kings III of America, LLC

Kings III Emergency Communications
ATTN: Lina Benavides
751 Canyon Drive, Suite 100
Coppell, Texas 75019

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

3. Non-Discrimination: Kings III 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. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor’s work, and/or with the City human resources department or the Bloomington Human Rights Commission.
4. Integration: This Addendum is an integrated component of the Agreement.

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

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

KINGS III of AMERICA, LLC dba
KINGS III EMERGENCY
COMMUNICATIONS

Donald Griffin, Director, President

Lina Benavides, Customer Retention Coordinator

Date

Date

