PASSED 9-0

ORDINANCE 16-18

ORDINANCE AUTHORIZING AND APPROVING A PAYMENT IN LIEU OF TAXES ("PILOT") AGREEMENT WITH EV BLOOMINGTON LIMITED PARTNERSHIP FOR EVERGREEN VILLAGE AT BLOOMINGTON

WHEREAS, the City of Bloomington, Indiana ("City") is a duly organized municipal corporation and political subdivision under the laws of the State of Indiana, governed by its duly elected Common Council (the "Council"); and

WHEREAS, EV Bloomington Limited Partnership ("Developer") wishes to develop, construct, and operate an affordable residential care senior housing development on the 6.26 acre site located at 3607 South Heirloom Drive (the "Property"), to be known as Evergreen Village at Bloomington (the "Project"); and

WHEREAS, the Project will be developed, constructed, and operated for the purpose of providing housing to income-eligible persons under the federal low income housing tax credit program in 26 U.S.C. 42 ("Section 42 Property"); and

WHEREAS, the Project, as a Section 42 Property, will be subject to an extended use agreement under 26 U.S.C. 42 (the "Extended Use Agreement") as administered by the Indiana Housing and Community Development Authority (the "IHCDA") for a period of at least thirty (30) years; and

WHEREAS, pursuant to the Extended Use Agreement, the Project, as a Section 42 Property, will only be permitted to rent to residents whose incomes are 60% or less of the area median gross income (the "Restricted Residents"); and

WHEREAS, pursuant to the Extended Use Agreement, the Project, as a Section 42 Property, will be limited to charging rents as determined in accordance with the Extended Use Agreement (the "Restricted Rents"); and

WHEREAS, the Developer will qualify as a "property owner" under Indiana Code § 36-1-8-14.2(c); and

WHEREAS, the Developer has agreed to make certain payments in lieu of taxes, and the City and Developer have documented that agreement in a written agreement (the "PILOT Agreement"); and

WHEREAS, the PILOT Agreement is attached to this Ordinance as Exhibit A; and

WHEREAS, the City is authorized to enter into this PILOT Agreement pursuant to Indiana Code § 36-1-3 and Indiana Code § 36-1-8-14.2;

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. The Common Council hereby authorizes and approves the PILOT Agreement and authorizes its execution and delivery by the Mayor on behalf of the City.

SECTION 2. The City Clerk is hereby directed to record a copy of this Ordinance, as approved, and a copy of the executed PILOT Agreement with the Monroe County Recorder's Office.

SECTION 3. This ordinance shall be in full force and effect from and after its passage by the Common Council of the City of Bloomington and approval of the Mayor.

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana upon this 29 day of June, 2016.

ANDY RUFF, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 30 day of June, 2016.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 30th day of June, 2016.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

EV Bloomington Limited Partnership ("Developer") desires to develop property within the City of Bloomington as a residential care facility for low-income seniors. In order to make this development financially feasible, Developer wishes to enter into an agreement to make payments in lieu of taxes ("PILOT Agreement"). This Ordinance authorizes and approves the PILOT Agreement with the Developer.

Distributed to: Legal Department, Office of the Mayor, Office of the City Clerk,

PILOT AGREEMENT

THIS PILOT AGREEMENT (the "PILOT Agreement") is entered into effective as of this 30th day of June 2016, by and among the CITY OF BLOOMINGTON, a municipal corporation and political subdivision of the State of Indiana (the "City") and EV Bloomington Limited Partnership, an Indiana limited partnership (the "Developer", each of the City and the Developer being individually sometimes referred to as a "Party" and collectively as the "Parties").

BACKGROUND/RECITALS

WHEREAS, the City is a duly organized municipal corporation and political subdivision under the laws of the State of Indiana, governed by its duly elected Common Council (the "Common Council");

WHEREAS, Developer is in the process of developing a residential care multi-family housing development on a 6.26 acre site located at 3607 South Heirloom Drive in the City which real estate is legally described on **Exhibit A** attached to and made a part of this PILOT Agreement (the "Real Estate"), to be known as Evergreen Village at Bloomington (the "Project");

WHEREAS, the Project will be developed as a residential care facility for occupancy by elderly low-income residents of the City and surrounding area who will be income eligible persons under the federal low income housing tax credit program described in 26 U.S.C. 42 (a "Section 42 Property");

WHEREAS, the Project, as a Section 42 Property, will be subject to an extended use agreement which is described in 26 U.S.C. 42 (the "Extended Use Agreement") as administered by the Indiana Housing and Community Development Authority (the "IHCDA") for a period of at least thirty (30) years;

WHEREAS, pursuant to 26 U.S.C. 42 and the IHCDA Extended Use Agreement, the Project, as a Section 42 Property, will only be permitted to make available and to rent to residents whose incomes are 60% or less of the applicable area median income (the "Restricted Residents");

WHEREAS, pursuant to 26 U.S.C. 42 and the IHCDA Extended Use Agreement, the Project, as a Section 42 Property, will be limited to charging rents as determined in accordance with the IHCDA Extended Use Agreement (the "Restricted Rents");

WHEREAS, since the Project is a Section 42 Property, the Project is subject to the Extended Use Agreement, and the Parties have entered into this Agreement, the Developer qualifies as a "property owner" under IC 36-1-8-14.2(c);

WHEREAS, the Developer has agreed to make certain payment-in-lieu-of-taxes as set forth in this PILOT Agreement;

WHEREAS, the City is authorized to enter into this PILOT Agreement pursuant to IC 36-1-3 et seq. and IC 36-1-8-14.2 et seq.; and

WHEREAS, in order to provide for the orderly and timely development of the Project, the Developer and the City are entering into this PILOT Agreement, which the City represents has been ratified by the Common Council.

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

Section 1. **Developer Compliance.**

Section 1.1. (a) Developer acknowledges that in order to qualify for property tax exemption for the Real Estate under IC 6-1.1-10-16.7, the Project must be in compliance with the requirements of IC 6-1.1-10-16.7.

(b) Developer further acknowledges that:

(i) the mere execution of this PILOT Agreement does not confer any property tax exemption on the Real Estate under IC 6-1.1-10-16.7;

(ii) in order to obtain any such property tax exemption or partial exemption under IC 6-1.1-10-16.7, the Developer must timely file its Property Tax Exemption Application, including renewal applications, if any are required, with the Monroe County Assessor requesting an exemption pursuant to IC 6-1.1-10-16.7 from Developer's obligation to pay all or any portion of its property taxes on the Real Estate; and

(iii) the Developer must meet its burden of proof under Indiana law pursuant to the normal application and determination process applicable to IC 6-1.1-10-16.7 to qualify for and receive such exemption.

Section 2. **Payment of Living Wage**

Section 2.1. Bloomington Municipal Code 2.28 contains the City's Living Wage Ordinance, which ensures that beneficiaries of City subsidy or assistance "pay a wage sufficient for a working family to meet basic needs in housing, child care, food, clothing, household items, transportation, health care, and taxes."

Section 2.2. Developer shall pay its employees at least the Living Wage as set forth in Bloomington Municipal Code 2.28.030, as adjusted for inflation under Bloomington Municipal Code 2.28.030(c).

Section 2.3. Each year during the PILOT, Developer shall file a Bloomington Living Wage Certification Form ("Form") with the City. A copy of the Form is attached to this Agreement as **Exhibit B**. The Form is required to be filed in the first quarter each year. The City shall review the Form and, in the event that the City determines Developer is noncompliant with its obligation to pay at least the Living Wage, the City may proceed with the enforcement mechanisms set forth in Bloomington Municipal Code 2.28.060. One remedy provided to the City under Bloomington

Municipal Code 2.28.060 is termination of the Developer's subsidy or assistance. The City acknowledges and agrees that for purposes of determining what the Developer's subsidy or assistance is which is provided under this PILOT Agreement, Developer's subsidy or assistance is limited to the Affordable Housing Grant set forth in Section 3.1(b).

Section 3. **Payment In Lieu of Taxes**

Section 3.1. The annual amount payable by the Developer to the City hereunder (which is sometimes referred to as the "Annual in Lieu of Amount") shall be calculated and determined as follows:

(a) The City Controller shall determine in good faith and in accordance with IC 6-1.1-4-40 and IC 6-1.1-4-41, the amount that the City would otherwise have levied upon the Real Estate if Developer were a non-exempt taxpayer ("City Tax Obligation").

(b) As long as the Developer has paid its employees at least the City of Bloomington Living Wage as set forth in Bloomington Municipal Code 2.28 during the calendar year immediately prior to the applicable assessment year (or has cured that noncompliance), the City Tax Obligation shall be reduced by an annual affordable housing grant from the City (the "Affordable Housing Grant"), which will be automatically applied as a credit against the City Tax Obligation to reduce the annual amount to be paid by the Developer to the City under this PILOT Agreement to Zero Dollars ($0.00).

(c) In the event that the Developer has been found to be noncompliant with the City's Living Wage Ordinance under Section 2 above during the calendar year immediately prior to the applicable assessment year and has not cured that noncompliance, the City Tax Obligation shall be reduced by an annual grant (the "Grant"), which will be automatically applied as a credit against the City Tax Obligation to reduce the annual amount to be paid by the Developer to the City under this PILOT Agreement to One Hundred Thousand Dollars ($100,000), increased at the beginning of each calendar year by the same percentage that the Consumer Price Index for All Urban Consumers ("Consumer Price Index") increases during the year ending the previous June 30.[1] For the avoidance of doubt, the amount under this Section 3.1(c) shall not, in any event, exceed the amount determined by the City Controller under Section 3.1(a).

The Annual in Lieu of Amount payable by Developer with respect to the Real Estate shall be imposed as property taxes and will be due and payable in two equal installments on or before May 10th and November 10th of each year commencing May 10, 2017 (each, an "In Lieu of Payment"). Upon receipt by the Developer of an Annual In Lieu Amount bill from the City Controller, the Developer shall compute the applicable amount of the Annual in Lieu of Amount due after taking credit for the annual Affordable Housing Grant or Grant (as applicable) and shall remit its calculation and a copy of the Annual In Lieu Amount bill together with its semi-annual

[1] For example, if on June 30 of Year 1, the Consumer Price Index increases by 3%, the amount under Section 3.1(b)(ii) for Year 2 will be $103,000. If on June 30 of Year 2, the Consumer Price Index increases by an additional 2%, the amount under Section 3.1(b)(ii) for Year 3 will be $105,060.

In Lieu of Payment to the City at the Office of the City Controller on or before each installment due date. The aggregate of each year's semi-annual In Lieu of Payments shall not exceed the Annual In Lieu of Amount.

The obligation of the Developer to pay the Annual In Lieu of Amounts shall be subordinate to the obligations of the Developer with respect to the Developer's obligation to make debt service payments on any financing which may now or in the future be secured by a Mortgage on the Real Estate. The City agrees to execute whatever documents any lender to the Developer now or in the future may require which are commercially reasonable in order to confirm the foregoing subordination.

Section 3.2. If in any full calendar year following the date that the Project has been placed in service for purposes of 26 U.S.C. 42 the Developer generates Net Cash Flow (as the term "Net Cash Flow" will be defined and determined in accordance with the Developer's partnership agreement), the Developer shall pay to the City up to the first Ten Thousand Dollars ($10,000.00) of such Net Cash Flow as so determined, if any, with respect to such applicable calendar year prior to the distribution of any such Net Cash Flow to any of the partners of the Developer ("City Net Cash Flow Payment"). If the Net Cash Flow so determined for such applicable calendar year is less than Ten Thousand Dollars ($10,000.00), the amount of the City Net Cash Flow Payment for such calendar year shall be limited to the amount of such Net Cash Flow, if any. The City Net Cash Flow Payment, if any, shall be due and payable each year at the same time as Net Cash Flow distributions are made to the Developer's partners.

Section 3.3. Developer hereby reserves the right to contest and to appeal the amount of any tax assessment of the Real Estate. Any such challenge will not affect the timely payment of the In Lieu of Payments described herein; provided, however, if any such contest and/or appeal causes a reduction of any In Lieu of Payment made to the City, the City shall, within forty-five (45) days of receipt of an invoice from Developer, refund any such excess amounts to the Developer. The City shall not provide interest on any such refund.

Section 3.4. The City shall have the right to enforce the payment of all In Lieu of Payments when due, including all penalties, costs and expenses imposed under IC 6.1.1-22-1 *et seq.* and IC 6-1.1-37-1 or any statute which amends or replaces them for delinquent In Lieu of Payments, in the same manner as the City enforces the obligations of non-exempt taxpayers.

Section 3.5. In the event that Developer wishes to sell the Project or if the general partner of the Developer wishes to assign or dispose of its interest in the Developer during the term of the PILOT Agreement, Developer shall provide the City with notice (in the manner described in Section 5.4 of this Agreement) of its desire to do so, and the identity of the prospective buyer/assignee, prior to the transfer occurring. If, within five (5) years of the execution of this PILOT Agreement, Developer wishes to sell the Project, or the general partner wishes to transfer its interest in Developer, Developer shall also provide the City with the terms upon which the Developer intends to sell to the prospective buyer, and the City shall have fifteen (15) days to match such terms ("Option of First Refusal"). The City may exercise the Option of First Refusal in its sole discretion within such fifteen (15) day period. If the City fails to do so, the Option of First Refusal shall automatically terminate.

The Option of First Refusal shall not apply if any lender to the Developer forecloses on the Project or if any of Developer's limited partners exercise their right under the Developer's partnership agreement to replace the general partner of the Developer. The Parties acknowledge that it is their understanding that the Extended Use Agreement (which will require an affordability period of at least thirty (30) years) will continue to apply regardless of any sale or other disposition of the Project during such affordability period.

Section 4. <u>Termination.</u>

Section 4.1. In the event that the Project is sold, or the general partnership interest is transferred pursuant to Section 3.5 of this Agreement, the City may unilaterally terminate this Agreement if the City determines:

(a) The property is used as a Residential Care Facility licensed by the Indiana State Department of Health, and there is one or more substantiated complaint that is not resolved to the satisfaction of the Indiana State Department of Health during the remainder of the PILOT Agreement.

(b) The property is used as anything other than a Residential Care Facility licensed by the Indiana State Department of Health, and there is one or more substantiated complaint which results in litigation during the remainder of the PILOT Agreement from: (1) a rental inspection by the City's Housing and Neighborhood Development Department, or (2) any other governmental inspection.

Section 4.2. The Parties may mutually agree to terminate this PILOT Agreement. Any such termination shall be in writing and executed by both Parties. Upon mutual termination pursuant to this Section, this PILOT Agreement shall become null and void, and of no further force or effect; provided, however, that Developer shall pay the applicable pro rata amount of In Lieu of Payments for the year in which such termination occurs up to the date of termination, and receive a credit for all In Lieu of Payments already paid for such year.

Section 4.3. Upon the last date on which the compliance period specified in Section 42(i)(1) of the Internal Revenue Code expires with respect to the low income housing tax credits which may be allocated to the Developer, the Developer may unilaterally terminate this PILOT Agreement upon ninety (90) days written notice to the City; provided, however, that Developer shall pay the applicable pro rata amount of In Lieu of Payments for the year in which such termination occurs up to the date of termination, and receive a credit for all In Lieu of Payments already paid for such year. Upon termination by Developer pursuant to this Section, the Parties agree to the following:

(a) Until such time as the Real Estate is otherwise appropriately assessed for purposes of property taxes, Developer shall pay to the City the property taxes for the Real Estate accruing from and after the termination date notwithstanding Developer's tax exemption. Also, Developer shall pay the applicable pro rata amount of In Lieu of Payments for the year in which such termination occurs up to the date of termination, and receive a credit for all In Lieu of Payments already paid for such year.

(b) Upon termination of this PILOT Agreement under the circumstances referred to in this Section, all other provisions of this PILOT Agreement shall become null and void, and of no further force or effect.

Section 5. General Provisions

Section 5.1. Conditions Precedent To Agreement. Notwithstanding any other provision herein, this Agreement shall be conditioned upon:

(a) The Developer acquiring fee simple title to the Real Estate; and

(b) The Developer executing and causing the IHCDA Extended Use Agreement to be recorded providing for a term of at least thirty (30) years.

Section 5.2. Captions; Incorporation and Exhibit. The captions and headings of various Sections and Exhibits referenced herein are for convenience only and are not to be considered as defining or limiting in any way the scope or intent of the provisions hereof. Notwithstanding the foregoing, each of the Recitals and the Exhibits referenced herein are incorporated and expressly made a part hereof.

Section 5.3. Entire PILOT Agreement. This PILOT Agreement constitutes the entire agreement of the Parties with respect to the subject matter contained herein, and all prior discussions, negotiations and document drafts are merged herein.

Section 5.4. Notices. Any notice, demand, request or other communication which any Party may be required or may desire to give hereunder shall be in writing, addressed as follows and shall be deemed to have been properly given if hand delivered (effective upon delivery) or if sent by reputable overnight courier, charges prepaid (effective the business day following delivery to such courier):

If to Developer:

c/o Evergreen Partners
261 Gorham Road
South Portland, ME 04106
Attention: Nick Bouquet
Telephone: (207) 774-6989
Facsimile: (207) 774-6998
Email: nbouquet@evergreenpartnershousing.com

If to City:

Mayor
City of Bloomington
PO Box 100
Bloomington, IN 47402

With a Copy to:

Corporation Counsel
City of Bloomington
PO Box 100
Bloomington, IN 47402

or at such other address as the Party to be served with notice may have furnished in writing to the Party seeking or desiring to serve notice as a place for the service of notice. Notices given in any other manner shall be deemed effective only upon receipt.

Section 5.5. **Modification, Amendment or Waiver**. No modification, waiver, amendment, discharge or change of this PILOT Agreement shall be valid unless the same is in writing and signed by all Parties.

Section 5.6. **Governing Law**. This PILOT Agreement shall be governed by and construed under the laws of the State of Indiana. Suit, if any, shall be brought in Monroe County, Indiana.

Section 5.7. **Time is of the Essence**. Time is hereby declared to be of the essence of this PILOT Agreement and of every part hereof.

Section 5.8. **Execution in Counterparts**. This PILOT Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5.9. **Severability**. If any provision of this PILOT Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this PILOT Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable.

Section 5.10. **No Joint Venture**. Nothing contained in this PILOT Agreement will be construed to constitute Developer as a joint venturer with City or to constitute a partnership between Developer and City.

Section 5.11. **Construction**. The Parties acknowledge that each Party and each Party's counsel has reviewed and participated in the preparation of this PILOT Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this PILOT Agreement or any amendments or exhibits attached.

Section 5.12. **Authorization**. The persons executing and delivering this PILOT Agreement on behalf of the Parties represent and warrant to the other Party that such person is duly authorized to act for and on behalf of said Party, and execute and deliver this PILOT Agreement in such capacity as is indicated below.

Section 5.13. **Assignment/Successor**. This PILOT Agreement shall be binding upon City, the City Controller, Developer, and all successor, grantees or assignees of Developer with respect to the Real Estate (or any portion thereof) which would otherwise be entitled to claim an exemption for real property taxes imposed on the Real Estate.

Section 5.14. **Recording**. The City will cause, at Developer's expense, this PILOT Agreement to be promptly recorded in such manner and in such place as may be required by law to preserve and protect the rights of the City hereunder as to all of the Real Estate.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned Parties have caused the execution of this PILOT Agreement by their duly authorized representatives as of the day, month and year first above written.

CITY OF BLOOMINGTON

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public, in and for said County and State, personally appeared John Hamilton in his capacity as the Mayor, acting for and behalf of the City of Bloomington, Indiana, and who, having been duly sworn, stated that any and all representations and warranties contained therein, if any, are true and correct in all material respects.

Witness my hand and Notarial Seal this 30th day of June, 2016.

Laurel Waters
Notary Public

Laurel Waters
Printed Signature

My Commission Expires:
9-10-17

My County of Residence:
Monroe

[Executions Continued on Following Page]

Y OF B
al Depa
iewed By:
Thomas Cameron
E: 6-30-2016

CITY OF BLOOMINGTON
Controller
Reviewed by:
DATE: 6/30/16
FUND/ACCT: N/A

EV BLOOMINGTON LIMITED PARTNERSHIP,
an Indiana limited partnership

By: EV BLOOMINGTON LLC, an Indiana limited liability company, its General Partner

By: EVERGREEN PARTNERS III LLC, its Manager

By: _____

Its: Member

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

Before me, a Notary Public, in and for said County and State, personally appeared BRIAN POULIN in his capacity as the Authorized Agent of Evergreen Partners III LLC, Manager of EV Bloomington LLC, General Partner of EV Bloomington Limited Partnership, who acknowledged the execution of the foregoing instrument as Authorized Agent of the Manager of the General Partner acting for and on behalf of EV Bloomington Limited Partnership, and who, having been duly sworn, stated that any and all representations and warranties contained therein, if any, are true and correct in all material respects.

Witness my hand and Notarial Seal this 27th day of JUNE, 2016.

PETER W. DELLAPINA
Notary Public

Printed Signature

My Commission Expires:

PETER W. DELLAPINA
MY COMMISSION #FF039934
EXPIRES July 25, 2017
(407) 398-0153 FloridaNotaryService.com

My County of Residence:

BROWARD COUNTY, FL

This instrument is approved as to form this ___ day of June, 2016 by Frank A. Hoffman, outside special counsel to the Developer.

Prepared by and return after recording to: Frank A. Hoffman, Ice Miller LLP, One American Square, Indianapolis, Indiana 46282-0200; (317) 236-2340.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Frank A. Hoffman.

EXHIBIT A

Legal Description

TRACT 1:

Lots Number Four (4), and Five (5) as shown on the recorded plat of Final Plat Amendment, Third Replat of Parcels E/F Canada Farm Subdivision Phase I, in the office of the Recorder of Monroe County, Indiana, in Plat Cabinet D, Envelope 50.

TRACT 2:

Easement rights in and to the private road as shown in a certain Agreement Regarding Roadways by and between Sherwood Hills South, Inc., and Blackwell Station, LLC, recorded May 2, 2011, as Instrument Number 2011005687, in the office of the Recorder of Monroe County, Indiana.

Tax Parcel No. 53-08-15-107-073.004-009 & 53-08-15-107-073.005-009

Auditor's Parcel No. 015-04429-04 & 015-04429-05

EXHIBIT B

Living Wage Ordinance Certification

Employer's Name: _____

Employer's Address: _____

Employer's Phone Number: _____

Employer's Email Address: _____

Job title(s) of Covered Employees: _____

_____

(use additional sheet if necessary)

Do you pay all covered employees at least the living wage (for 2015, $12.31 per hour and for 2016, $12.32 per hour) for work done in connection with the City assistance or subsidy?
Yes_____ No _____

If not, do the covered employees have access to a health insurance plan sponsored by you?
Yes_____ No_____

If you don't pay all of your covered employees at least the living wage, and your covered employees have access to a health insurance plan that you sponsor, please answer the following questions:

- What is the hourly equivalent value of your contribution to the health insurance plan on behalf of the covered employees who chose to participate in your health insurance plan? (To determine this, divide your annual contribution per employee by 2080.) $_____
- If the covered employee chose not to participate in your health insurance plan, but could have done so, then what would have been the hourly equivalent value of your contribution to the health insurance plan? (Again, divide your annual contribution by 2080). $_____

I hereby attest that the information I've provided above is truthful and accurate. I hereby attest that I am aware of the provisions of the Living Wage Ordinance chapter of the Bloomington Municipal Code.

_____	_____
Signature	Printed Name
_____	_____
Date	Title

This form must be filed in the first quarter of the year following that in which the living wage ordinance applies. Send completed form to the Contract Compliance Officer, PO Box 100, Bloomington, IN 47402-0100, or e-mail to human.rights@bloomington.in.gov or fax to 349-3441.