

AGENDA
REDEVELOPMENT COMMISSION
November 21, 2022 at 5:00 p.m.
Bloomington City Hall, 401 North Morton Street, Room 135
McCloskey Conference Room

Join Zoom Meeting

<https://bloomington.zoom.us/j/86019527934?pwd=NEIEa3hrSXliWGRzdHFiY2xaOGtZQT09>

Meeting ID: 860 1952 7934
Passcode: 639087

- I. ROLL CALL**
- II. READING OF THE MINUTES –November 7, 2022**
- III. EXAMINATION OF CLAIMS –October 28, 2022 for \$233,862.25**
- IV. EXAMINATION OF PAYROLL REGISTERS– November 4, 2022 for \$35,670.86**
- 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 22-88: Approval of Lease for Fourth Street Garage Commercial/Office Space**
 - B. Resolution 22-92: Amendment to Purchase Agreement with CFC for 320 West 8th**
 - C. Resolution 22-93: Approval of Revised HAND Program Guidelines**
 - D. Resolution 22-94: To Increase Funding for an Emergency Home Repair Project at 4214 W Lilac**
 - E. Resolution 22-95: Agreement for Lighting Installation for Hopewell Phase 1 East**
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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

***THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, November 7, 2022, at 5:00 p.m. in the McCloskey Conference Room, 401 North Morton Street, and via Zoom, with RDC President Cindy Kinnarney presiding:
<https://catstv.net/m.php?q=11852>***

I. ROLL CALL

Commissioners Present: Cindy Kinnarney, Deb Hutton, Sarah Bauerle Danzman, Deborah Myerson, and Martha Street, MCCSC Representative attended in person.

Commissioners Absent: Randy Cassady

Staff Present: John Zody, Director, Housing & Neighborhood Development (HAND); Brent Pierce, Assistant Director, HAND; Christina Finley, Financial Specialist, HAND; John Hewett, Program Manager, HAND; Barry Collins, Rehab Specialist; Cody Toothman, Program Manager, HAND; Matt Swinney, Program Manager, HAND

Others Present: Alex Crowley, Director Economic and Sustainable Development; Larry Allen, Assistant City Attorney; Patrick Dierkes, Project Engineer, Engineering Department; Dave Askins, B Square Bulletin; Clark Greiner, BEDC; Deb Kuncce, JS Held; Barb Fox and Sam Dove.

II. READING OF THE MINUTES – Deb Hutton moved to approve the October 17, 2022 minutes and executive summary for October 17, 2022. Deborah Myerson seconded the motion. The motion passed unanimously.

III. EXAMINATION OF CLAIM REGISTER – Deborah Myerson moved to approve the claim register for October 14, 2022, for \$33,724.07. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

IV. EXAMINATION OF PAYROLL REGISTERS – Sarah Bauerle Danzman moved to approve the payroll register for October 21, 2022, for \$35,670.89. Deb Hutton seconded the motion. The motion passed unanimously.

V. REPORT OF OFFICERS AND COMMITTEES

A. Director's Report: John Zody stated that the HOME program is one of our entitlement community funding streams we receive from the U.S. Department of Housing and Urban Development (HUD). HUD awarded the City \$2 million in HOME-ARP funds. HAND staff is currently working on an allocation plan which is due to HUD by the end of March. Staff will be working with those in the community who provide services to those who are unhoused or at risk of being unhoused.

Zody reported that the rehab guidelines will be on the November 21st agenda.

Zody reported that the City applied for a grant through the state's Regional Economic Acceleration and Development Initiative (READI) to support infrastructure development at Hopewell, and will hopefully hear back by the end of the year.

B. Legal Report. Larry Allen was available to answer questions.

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

D. Business Development Updates: Alex Crowley was available to answer questions.

VI. NEW BUSINESS

- A. Resolution 22-68: Approval of CDBG Funding Agreement for Bloomington Cooperative Living-Physical Improvements.
- B. Resolution 22-69: Approval of CDBG Funding Agreement for Boys & Girls Club – Physical Improvements
- C. Resolution 22-70: Approval of CDBG Funding Agreement for City of Bloomington Utilities – Physical Improvements.
- D. Resolution 22-71: Approval of CDBG Funding for City of Bloomington Engineering- Physical Improvements.
- E. Resolution 22-72: Approval of CDBG Funding Agreement for LifeDesigns –Physical Improvements.
- F. Resolution 22-73: Approval of CDBG Funding Agreement for Monroe County United Ministries – Physical Improvements.
- G. Resolution 22-74: Approval of CDBG Funding Agreement for New Hope for Families-Physical Improvements.
- H. Resolution 22-75: Approval of CDBG Funding Agreement Summit Hill Community Development Corporation (SHCDC) – Physical Improvements.
- I. Resolution 22-76: Approval of CDBG Funding Agreement for Tandem Community Birth Center-Physical Improvements.
- J. Resolution 22-77: Approval of CDBG Funding Agreement for New Leaf New Life – Social Service.
- K. Resolution 22-78: Approval of CDBG Funding Agreement for New Hope for Families – Social Service.
- L. Resolution 22-79: Approval of CDBG Funding Agreement for Middle Way House – Social Service.
- M. Resolution 22-80: Approval of CDBG Funding Agreement for Mother Hubbard’s Cupboard – Social Service.
- N. Resolution 22-81: Approval of CDBG Funding Agreement for Hoosier Hills Food Bank – Social Service.
- O. Resolution 22-82: Approval of CDBG Funding Agreement for Community Kitchen – Social Service.
- P. Resolution 22-83: Approval of CDBG Funding Agreement for Boys & Girls Club – Social Service.
- Q. Resolution 22-84: Approval of CDBG Funding Agreement for Beacon Inc. – Social Service.

The Commissioner approved a motion to consider Resolutions 22-68 through 22-84 as a group. John Zody stated the RDC approved all of the CDBG funding amounts earlier this year. Zody said tonight’s resolutions will approve the funding agreement and allow the program recipients to move ahead with their programs.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deborah Myerson moved to approve Resolution 22-68 through 22-84. Deb Hutton seconded the motion. The motion passed unanimously.

- R. Resolution 22-85: Approval to Increase Funding for an Owner Occupied Rehab at 1017 West Howe. John Zody stated this is a rehab at 1017 West Howe that exceeds the \$38,500 funding cap. The project bid came in at \$41,031.79. After adding a 10% contingency the total requested amount is \$45,134.97.

Staff answered questions from the commission.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 22-85. Sarah Bauerle Danzman seconded the motion. The motion passed unanimously.

- S. Resolution 22-86: Approval of Addendum to Design Consultant Contract for Hopewell Phase 1 East. Patrick Dierkes stated the RDC approved a design agreement for the Hopewell Phase 1 East with Shrewsberry and Associates, LLC for an amount not to exceed \$1,048,888. Shrewsberry and City staff believe it is necessary to execute an addendum to add services including design of a retaining wall, security, irrigation, and lighting. Dierkes explained the need for the additional services. City staff have negotiated an addendum to the agreement with Shrewsberry for an amount not to exceed an additional \$35,637. The funding authorization contained in this resolution is contingent upon the Board of Public Works approval of the agreement.

Deborah Myerson noted that the design contract called for design of security camera installations and that there would be a mix of public and private space in the area. Myerson expressed concern that the cameras could potentially infringe on individuals' privacy in the private spaces. Dierkes said that the public space will be maintained by the City's Parks & Recreation Department, and that the City's ITS will maintain the cameras. Cindy Kinnarney, Sarah Bauerle Danzman, and Deb Hutton all agreed with Myerson's concern.

Dierkes said tonight's resolution is only approving design for the placement of the cameras, not the equipment or installation. Larry Allen suggested having a separate presentation at a future meeting to discuss the commissioners concerns and any potential liability issues before any equipment is approved or installed.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Sarah Bauerle Danzman moved to approve Resolution 22-86. Deb Hutton seconded the motion. The motion passed unanimously.

- T. Resolution 22-87: Approval of Change Order for Demolition Contract for Hopewell Phase I East. Patrick Dierkes stated the RDC approved an agreement for demolition services with Renascent, Inc. in an amount not to exceed \$588,755.02. City staff now seek approval for Change Order 1 to add removal of non-friable asbestos and removal of unexpected rubble that was pushed into the foundations for an amount not to exceed an additional \$63,374.21. This would bring the total contract amount to \$652,129.23. The funding authorization contained in this resolution is contingent upon the Board of Public Works approval of the agreement.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deborah Myerson moved to approve Resolution 22-87. Deb Hutton seconded the motion. The motion passed unanimously.

- U. Larry Allen stated that staff needed to pull Resolutions 22-88 and 22-89 from the agenda. Alex Crowley said a couple of adjustments need to be made to the agreements and should be on the next meeting agenda.
- V. Resolution 22-90: Approval of Payment of Legal Fees for the Creation of Meridian Economic Development Area. The City engaged outside counsel at Barnes and Thornburg, LLP to assist with the creation of the Meridian TIF, including the development of the Economic Development Plan. The fee for their legal services is \$42,780. Larry Allen noted that the fee for the services was in line with similar legal services the RDC had received for bond issuances and similar projects.

Cindy Kinnarney asked for public comment. There were no comments from the public.

Deb Hutton moved to approve Resolution 22-90. Deborah Myerson seconded the motion. The motion passed unanimously.

W. Resolution 22-91: Increase Funding for an Owner Occupied Rehabilitation Project at 301 N. Hopewell. John Zody stated the winning bid amount for the rehab at 301 N. Hopewell was for \$28,021.40 for the minimum amount of work to make the home habitable. Change orders in the amount of \$52,556.11 have been identified after the deteriorated subfloor and drywall were removed, and additional damage was identified within the home. A minimum of \$80,576.81 (+ 10% contingency) is needed to be approved to complete this project to make the property habitable. Staff believes more change orders may be identified that could exceed the 10% contingency. Zody said the total request is for an amount not to exceed \$100,000 to complete the repairs. He explained the current situation with the homeowner, including possible relocation while the repairs are being completed.

John Hewett presented pictures of the interior and exterior of the property. He explained the needed repairs.

It was not clear to the commissioners if the home was a modular or manufactured home. Hewett explained that the home was brought in two sections and put together on the foundation. Barry Collins explained that manufactured and modular homes are not built to the same specifications as a stick built home however, now that it is on a foundation it has to be brought up to today's building code.

Staff discussed concerns from commissioners and answered their questions.

Cindy Kinnarney asked for public comment. There was no comments from the public.

Sarah Bauerle Danzman moved to approve Resolution 22-91. Deborah Myerson seconded the motion. Deb Hutton voted no. The motion passed 3-1.

VII. BUSINESS/GENERAL DISCUSSION – None.

VIII. ADJOURNMENT – Sarah Bauerle Danzman moved to adjourn. Deb Hutton seconded the motion. The meeting adjourned at 6:30 p.m.

Cindy Kinnarney, President

Deborah Myerson, Secretary

Date: _____

22-88
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF LEASE FOR FOURTH STREET GARAGE
COMMERCIAL/OFFICE SPACE

- WHEREAS, on October 15, 2018, the Redevelopment Commission of the City of Bloomington (“RDC”) approved in Resolution 18-67 a Project Review and Approval Form (“Form”), which sought the support of the RDC regarding the construction of a new 4th Street Garage and the Trades District Garage within the Trades District (“Project”);
- WHEREAS, the RDC approved the issuance of a tax increment revenue bond for the financing of the Project in Resolution 18-68 (“Bonds”);
- WHEREAS, the Project included commercial/office space as part of the Fourth Street Garage;
- WHEREAS, the RDC caused two separate appraisals of the Properties to be conducted and authorized notice of offering to lease the space pursuant to those appraisals in Resolution 20-92;
- WHEREAS, the RDC has negotiated terms of a potential lease with Hoosier Networks, LLC;
- WHEREAS, the parties desire to enter into a five-year lease with the following terms:
- Rented space will be 2,436 sq. ft. within the 4th Street Garage
 - Rental Rates as follows:
 - Year 1: \$33.50 per sq. ft.
 - Year 2: \$35.00 per sq. ft.
 - Year 3: \$36.50 per sq. ft.
 - Year 4: \$23.00 per sq. ft.
 - Year 5: \$24.50 per sq. ft.
 - \$45/ sq. ft. tenant improvement allowance from the RDC; Tenant is responsible for any additional tenant improvements
 - Tenant would perform buildout, which shall be completed within nine months
 - Tenant will have access to office space within College Square for up to nine months at a rate of \$12.00 per sq. ft. for up to 4,400 sq. ft. of space;
 - Any tenancy in temporary space beyond nine months will be charged at a rate of \$20.00 per sq. ft.; and
- WHEREAS, a draft of the lease agreement is attached to this Resolution as Exhibit A; and
- WHEREAS, City staff is seeking RDC approval to expend funds necessary for the tenant improvement allowance and to negotiate the final terms of the lease;

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

1. The RDC reaffirms its support for the Project.
2. The RDC finds that the lease of the Property will enhance the development and economic development of the Consolidated TIF.
3. The terms outlined above for the lease are hereby approved. RDC authorizes President Cindy Kinnarney to sign final form of lease on behalf of the RDC.
4. A copy of the fully executed lease shall be attached to this Resolution.
5. The RDC authorizes the City of Bloomington Controller to expend an amount not to exceed One Hundred Nine Thousand Six Hundred Twenty Dollars (\$109,620.00) from either the General RDC Account (Fund 444-15-150000-53990) or Consolidated TIF for the tenant improvements. This expenditure must comply with the City and the RDC's claims process.
6. The funding authorization approved by this Resolution shall terminate December 31, 2023, unless extended by approval by Resolution of the RDC.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

22-92
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

AMENDMENT TO PURCHASE AGREEMENT WITH CFC FOR 320 W. 8th STREET

- WHEREAS, pursuant to Indiana Code Chapter 36-7-14, the Redevelopment Commission of the City of Bloomington (“RDC”) is vested with the power to acquire real property; and
- WHEREAS, the RDC authorized Staff to pursue acquisition of property located at 320 W. 8th Street, also known as the CFC Showers property (“Property”); and
- WHEREAS, the RDC approved a Purchase Agreement for the Property in Resolution 22-49; and
- WHEREAS, the RDC also approved agreements to conduct due diligence on the property in Resolutions 22-56 through 22-58; and
- WHEREAS, the parties agreed to an extension of the due diligence period until November 16, 2022; and
- WHEREAS, following completion of the due diligence reports, City staff have negotiated an amendment to the purchase agreement, which is attached to this Resolution as Exhibit A, that calls for the following:
- a reduction in price of \$500,000, which would make the total purchase price \$8.75 million;
 - an extension of the holdover period for CFC to remain in the building without cost until June 30, 2023.
- WHEREAS, there are still outstanding conditions precedent to closing on the Property including approval of the purchase agreement and approval of financing for the purchase and renovation of the building by City Council;

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

1. The RDC affirms its support of the acquisition of the 320 W. 8th Street and declares that the Services serve the public’s best interests.
2. The RDC hereby approves the Amendment to the Purchase Agreement with CFC attached to this Resolution as Exhibit A.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

**SECOND AMENDMENT TO AGREEMENT
FOR PURCHASE OF REAL ESTATE AND ASSETS**

This Second Amendment is attached to and made a part of the Agreement for Purchase of Real Estate and Assets and (First) Amendment to Agreement for Purchase of Real Estate and Assets, dated September 16, 2022 (collectively “the Agreement”), between the Bloomington Redevelopment Commission (“RDC”) (“Purchaser”) and CFC, LLC (“Seller”) (collectively, the “Parties”), for real property and improvements located at the common address of 320 West 8th Street, in Bloomington, Indiana (“Real Estate”), effective as of the date of last signature (“Second Amendment”).

1. Paragraph 3 of the Agreement shall be amended such that the Purchase Price shall be Eight Million Seven Hundred and Fifty Thousand Dollars and no cents (\$8,750,000.00).
2. The Occupancy After Closing, as stated in Paragraph 9 of the Agreement shall be amended to allow Seller to continue to occupy its current Suites until June 30, 2023 with no requirement for payment of rent, common area maintenance, or other expenses of occupancy, except for Seller’s own internal operating costs.
3. The Parties acknowledge that all Due Diligence under the Agreement has been completed or waived, excepting the Conditions Precedent to Closing as provided in paragraph 5(a) and 5(f).
4. In all other respects, the Agreement shall remain in effect as originally written.

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

"SELLER"

"PURCHASER"

CFC, LLC

**REDEVELOPMENT COMMISSION OF
BLOOMINGTON, INDIANA**

By: ^{Designated by:} James E. Murphy
James E. Murphy, President

By: _____
Cindy Kinnarney, President

Date: 11/16/2022

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

CarminParker, PC

THE CITY OF BLOOMINGTON

By: Angela Parker
Angela F. Parker, Counsel
to Seller

By: Beth Cate
Beth Cate, Corporation Counsel

Date: 11/16/2022

Date: 11/16/2022

MEMORANDUM

To: Members of the Bloomington Redevelopment Commission

From: Beth Cate, Corporation Counsel

CC: Larry Allen, Assistant City Attorney
Jeffrey Underwood, Controller

Date: November 18, 2022

Re: Second Amendment to Agreement for Purchase of Real Estate and Assets, between RDC and CFC, LLC

The City is asking for Commission approval of a Second Amendment to

On July 18, 2022, the Bloomington Redevelopment Commission approved and signed an Agreement for Purchase of Real Estate and Assets with CFC, LLC (“Purchase Agreement”), through which CFC would sell to the City/RDC the portion of the Showers Building that CFC owns located at 320 West 8th Street, and all rights in and to that property.

The Purchase Agreement originally gave the City until September 16, 2022, to complete various forms of due diligence on the property, including environmental analysis and inspections to determine, among other things, the suitability of the property for the City’s intended use as a public safety headquarters. The Agreement also gave the City until January 30, 2023 to obtain the necessary financing, and provided that closing will occur within fourteen (14) days after due diligence is completed, other conditions precedent have been satisfied, and financing is approved. The Agreement allowed CFC to continue to occupy its current office suites for up to sixty (60) days after closing, subject to a lease payment of \$10,874.74 prorated for actual days in possession, and other terms the parties would agree to if CFC chooses to stay on after closing.

On September 16, 2022, the parties signed a First Amendment to the Purchase Agreement extending the due diligence period sixty (60) days, to accommodate the extensive analysis being performed by the City and its consultants. The First Amendment extended CFC’s permitted occupancy after the Closing to ninety (90) days or April 30, 2023, whichever is later.

Based on renovation cost estimates produced by the consultants assisting with due diligence, the City has approached CFC to negotiate a reduction in purchase price. CFC has agreed to a half million dollar (\$500,000.00) reduction, bringing the purchase price down from \$9.25 million to \$8.75 million, in exchange for allowing CFC to occupy its current Suites until June 30, 2023, rent- and cost-free. The Administration considers this exchange highly valuable for the City, and is therefore asking for the Commission’s approval of the attached Second Amendment to the Purchase Agreement.

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: Purchase of 320 W. 8th Street

Project Manager: Donald Griffin, Deputy Mayor

Project Description: Project will involve purchase and potential renovation, if needed, of the portion of the Showers Complex currently occupied by CFC LLC located at 320 W. 8th Street. The property is adjacent and attached to City Hall and makes for the ideal location for consolidation and future expansion of City operations, including for fire and police personnel at its current location in the downtown.

Project Timeline: Purchase – 2022

Financial Information:

Estimated full cost of project:	\$9,317,800 \$8,817,000
Sources of funds:	Consolidated TIF (Downtown); New TIF Bond or PS LIT Bond

Project Phases:

Phase/Work to Be Performed	Cost	Timeline
1. Due Diligence	\$67,800	2022
1a. Tabor/Bruce Building Assessment	\$15,000	Aug. 2022
1b. BCA Phase 1 Environmental	\$2,800	Sept. 2022
1c. Springpoint Public Safety Analysis	\$50,000	Nov. 2022
2. Purchase	\$9,250,000 8,750,000	Jan/Feb 2023
2. Renovation	TBD	TBD

TIF District: Consolidated TIF (Downtown)

Resolution History: 22-49 Approval of Purchase Agreement
22-56 Phase 1 Environmental with BCA
22-57 Due Diligence Building Assessment with Tabor/Bruce
22-58 Public Safety Evaluation with Springpoint Architects
22-92 Amendment to Purchase Agreement

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

22-93
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF REVISED HAND PROGRAM GUIDELINES

- WHEREAS, the City of Bloomington Housing and Neighborhood Development Department (HAND) is a duly constituted department of the City of Bloomington, Indiana, operating under the Housing and Community Development Act of 1974; and
- WHEREAS, as such, HAND is charged with the responsibility of developing and operating programs serving housing needs of low and moderate income families residing within the City of Bloomington; and
- WHEREAS, HAND is a participant in the U.S. Housing and Urban Development's HOME Investment Partnerships Program (HOME), which provides funding to the city for a variety of subprograms, including the City's Owner-Occupied Rehabilitation (OOR) program, the Housing Modifications for Accessible Living Program (HMAL), and the Emergency Home Repair Program (EHR); and
- WHEREAS, the Bloomington Redevelopment Commission (RDC) is the governing body of HAND and is empowered to promulgate rules and regulations for the programs operated by HAND; and
- WHEREAS, the Redevelopment Commission last approved updated program guidelines for the OOR, HMAL, and EHR programs in Resolution 18-43 ("Guidelines"); and
- WHEREAS, HAND staff propose revised guidelines to the HMAL, EHR, and OOR programs as described in the attached Exhibit A;

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

Revisions to the Bloomington Housing and Neighborhood Development Department's Guidelines for HMAL, EHR, and OOR as attached as Exhibit A are hereby approved.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Signature

Print Name

Date



HAND Rehabilitation Program Change Recommendations

Summary

As a HUD Participating Jurisdiction (PJ) Grantee, the City of Bloomington is eligible to use HUD funding (HOME and CDBG funds) for the purpose of home rehabilitation. HUD gives the City (as a PJ) discretion over the creation of this type of programming for major or minor home rehabs, as long as the program meets certain stipulations (see below). Changes in limits or program guidelines must be approved by the City's Redevelopment Commission (RDC).

- All program funding recipients must be at 80% AMI or less (as determined by HUD income limits)
- For HOME funding, there is a minimum of \$1,000 for funding an activity, with a maximum that cannot exceed HUD's Subsidy requirements, nor an after-project home value of more than 95 percent of the median area purchase price (determined by HUD).
- There is a range of financing options (loan types) for recipients (deferred or interest-bearing loans for instance).
- There is also a broad range of eligible and ineligible activities that can actually be funded through a home rehab. Any work done by the City, however, must be done in compliance with code, and the City is mindful when considering funding for non-fixed activities (i.e. appliances and equipment).
- Additionally, as separate funding sources, HOME and CDBG have separate use eligibility (for instance, HOME funds are not used for emergency repairs while CDBG can be).
- HAND has five home rehab programs, although most of our activity involves Owner-Occupied Rehabs (OOR) and Emergency Home Repair (EHR):
 1. Owner-Occupied Rehab (OOR)
 2. Emergency Home Repair (EHR)
 3. Housing Modifications for Accessible Living (HMAL)
 4. Rental Rehab
 5. Purchase Rehab

Program	Summary	Income Req.	Current Program Cap	Recommended Change for Cap	Notes
Owner-Occupied Rehab (OOR)	Designed to provide financial assistance to income-eligible homeowners for the rehabilitation of their homes. This financial assistance covers the cost of rehabilitation as defined by the program, but generally provides for repairs necessary to make the property meet public standards for safe, decent and sanitary housing.	80% or below AMI	\$38,500	\$50,000	Loan financing options and terms/ length depend on income level.
Emergency Home Repair (EHR)	Designed to provide financial assistance to income- eligible individuals for a quick and flexible response to	60% AMI or below	\$7,500 for an owner-occupied structure \$3,500 per manufactured/mobile home	\$10,000 for an owner-occupied structure. \$5,000 for manufacture/mobile home	Grant funds

	emergency repair requests.		\$15,000 lifetime cap for all EHRs on an owner-occupied structure; \$10,000 cap for manufactured/mobile homes	\$20,000 lifetime cap for all EHRs on one owner-occupied structure No recommended change for manufactured/mobile homes	
Housing Modifications for Accessible Living (HMAL)	Designed to provide financial assistance to income-eligible individuals for a quick and flexible response to provide barrier-free housing for increased accessibility for Bloomington residents.	80% AMI or below	<p>\$9,500 per owner-occupied structure</p> <p>\$3,500 per manufactured/mobile home</p> <p>\$3,000 per rental unit</p> <p>\$2,500 for non-profit facility modification (full match required)</p> <p>Lifetime caps: \$15,000 for owner-occupied structure</p> <p>\$7,000 per manufactured/mobile home</p>	<p>\$12,500 per owner-occupied structure</p> <p>No change</p> <p>No change</p> <p>\$5,000 for non-profit facility modification (full match required)</p> <p>No changes</p> <p>No changes</p>	Grant funds

Rental Rehab				No recommended changes at this time	
Purchase Rehab				No recommended changes at this time	

Other Recommended Program Changes

- Barring unforeseen circumstances, HAND rehab program guidelines and caps will be re-evaluated every two years, with any recommended changes needing approval by the RDC. HAND staff is also mindful that PJ-specific programming may require evaluation in preparation for the Department’s four-year HUD Consolidated Plan.
- Insert language in guidelines and on intake checklists any anticipated temporary relocation needs. Any permanent relocation needs would be addressed through the Uniform Relocation Assistance Act of 1970 (federal law). HAND does not commit to providing temporary housing for residents needing to temporarily relocate due to work being done on their residence. The intent here is to provide as much time as possible for any necessary relocation efforts to be made.
- Make sure bid language is clarified (what procedures are if we are unable to get three bids, etc.)
- Language distinctions on disability/accessibility, as well as “owner-occupied structure” v. “site-built/stick-built” and “manufactured/mobile home” v. “manufactured” being a different category than “mobile”.
 - Stick-built = traditional construction, single-family home
 - Manufactured = mass produced, on foundation
 - Mobile home = not on foundation
 - Recommendation: put “stick-built” and “manufactured” in same category, move “mobile” to its own.

**HOUSING MODIFICATIONS FOR ACCESSIBLE LIVING PROGRAM
H.M.A.L. GUIDELINES
2018**

The “Housing Modification for Accessible Living” (HMAL) Program is designed to provide financial assistance to income-eligible individuals for a quick and flexible response to provide barrier-free housing for disabled Bloomington residents. The HMAL program provides grants to qualified Applicants of up to \$9,500 per owner-occupied home, \$3,500 per mobile home or \$3,000 per rental unit. Qualified non-profit organizations may also apply for funding of up to \$2,500 with a full “match” to make the organization’s facility accessible. Applications are processed on a First-come, First-served basis.

The terms “Applicant” and “Non-profit” refer to the person(s) and organizations who own and live, or provide service to the public, in the property to be rehabilitated under the HMAL program. The terms “HAND Department,” “HAND” and “Department” includes any successor to the Housing and Neighborhood Development Department that administers the program. “Disability” is defined as having a physical or mental impairment that substantially limits one or more of the major life activities of the individual, and having a record of such impairment(s); or being regarded as having such an impairment. A “needs assessment” is defined as a written report completed by a partnering agency with information provided by the Applicant and his or her care provider (if possible) as to the nature of the disability, an on-site assessment of the property and modifications needed for the property where the Applicant resides to accommodate the disability. An “emergency” is defined as a direct threat that restricts a person’s access to or use of his or her residence that require housing in an alternative placement because the applicant cannot live at home due to accessibility issues.

I. ELIGIBILITY

A. PROPERTY ELIGIBILITY

To qualify, the property must:

- Be located within the Bloomington city limits. The property assisted under this program must be an individual Applicant’s principal residence. HUD does not consider life estates as a form of ownership. Non-profit organizations must provide proof of qualification and in the case of non-ownership of the property, permission by the owner for the proposed modifications. Proof of qualifications for non-profit would be copies of their 501(c)(3) tax status, filed organization documents, etc;
- For an individual applicant, the property may not be, mixed-use, or non-residential, and;

- Need modification to allow for accessibility by person(s) with disabilities and meet the standards contained in these guidelines.

B. APPLICANT ELIGIBILITY

To qualify, the Applicant:

- Must be an owner, or qualified occupant or purchaser-occupant of the property to be rehabbed. Applicants own the property if they have a fee simple title, or maintain a ninety-nine (99) year leasehold interest, or have ownership or membership in a cooperative, and do not have any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest, and the property is their principle residence;
- The needs assessment conducted by a HAND partnering agency must include medical documentation for the modification by a qualified licensed medical practitioner;
- If application is for a rental unit, the Applicant must provide a permission form signed by the property owner or an authorized agent granting permission for the proposed modifications. **Additionally, the Applicant's rent, after a utility allowance is deducted, must fall within the HAND's definition of affordable rents per 24 CFR 570.208(a)(3). HAND defines affordable rents to be equal to 120% of the Fair Market Rents released annually by HUD for the Section 8 or HOME Program, whichever is higher. The City will utilize the most recent Utility Allowance Schedule published by the Bloomington Housing Authority to deduct utility costs that an Applicant is responsible for paying outside of the monthly rent payment;**
- The applicant shall be current on any and all loans and in good standing with all governmental agencies

C. INCOME ELIGIBILITY

To qualify, Applicants must meet the following guidelines:

- To participate in the program, Applicants will be required to complete the application form, meet HUD's current income guidelines, provide copies of receipts of the most recently paid property taxes, proof of ownership and provide income documentation. Acceptable forms of income documentation include proof of Social Security, unemployment or other public benefit checks, the two (2) most recent year-to-date pay stubs, and a

signed copy of the past year's filed federal and state income tax forms, plus all attachments. Proof of ownership of the property will be a copy of the property deed. Mobile homes will require a copy of the title. Land sales contracts must be recorded at the office of the Monroe County Recorder in order for the buyer to receive assistance under this program.

- The Applicant's income, as adjusted per HUD requirements, must fall within the Program Income Guidelines as amended by HUD.
- The Income Guidelines may change annually, and the current HUD Guidelines will be adhered to when published by HUD.
- Included in the determination of the Applicant's income are: the Applicant's earnings; Applicants' spouse's earnings; all earnings by all adult household members eighteen (18) years of age and older; all funds received by the Applicant from all adult household members toward housing expenses; all other income regularly received by the Applicant or his or her family from any source; net income from any real estate; all other net business income; and gross income from all rental units (if any).
- Individuals currently unemployed, laid-off, or experiencing other loss of income may be considered eligible. Income is computed by determining Applicant's gross earnings for the current calendar year and projecting that amount for the balance of the year.
- An assessment of the needed modifications will be conducted to prioritize the available funding. This allows for identification of future modification that may be necessary so they can be incorporated with the current proposed modification. The assessment will be conducted by HAND and/or its representative agency. A staff inspection of the property will be necessary to determine if any other issues besides the HMAL modifications need to be addressed using the City of Bloomington's other housing programs. This information and findings will be provided to the Applicant. If this inspection determine that deficiencies require the residence to be placed in the HAND's Owner-Occupied Rehab (OOR) housing program, the Applicant's application will be transferred to that program and the needed modifications will be incorporated accordingly.
- The Applicant will be required to update his or her financial information if the modification has not been completed within six (6) months of the initial application process.

II. PROGRAM

- The HMAL funding is provided as a grant to the Applicant. Any money spent providing services to the property under this program is subtracted from available funding for any other HAND program the Applicant receives for that property. HAND staff will review the nature of the assistance provided to determine appropriate action relating to other programs.
- A needs assessment for the proposed modifications will be performed. HAND staff will inspect the property to assess and prioritize the work needed; prepare a work write-up; place the project out to bid to program-qualified contractors; and supervise the work. HAND will also inspect the property to identify any other rehab assistance the property may need. Staff will advise the Applicant of the most appropriate action to address the problem(s) so that a reasonable and cost effective solution can be provided. The staff will determine any future considerations regarding modification to the property and advise the Applicant accordingly.

A. HMAL GRANT PROVISIONS

- Repayment of the financial assistance provided to the Applicant is not required for the HMAL program.
- The grant will include modifications limited to a minimum of \$100, with a maximum of \$9,500 per owner-occupied home, \$3,500 per mobile home and \$3,000 per rental unit, unless increased as provided in these guidelines. A homeowner can only receive a grant every three (3) years from all HAND Department programs. In addition, the maximum lifetime grant amount that a property may receive cannot exceed \$15,000 for a site build home and \$7,000 for a mobile home.
- Modifications will address the entire property and the most pressing requirements will be given priority as funds are available. Modifications will be performed so as to allow for possible future modifications with minimal impact to the property.
- In the case of a rental unit, the Applicant should understand that any modifications provided by this program that are approved by the owner of the property may be required by the owner to be removed at the Applicant's expense if he or she moves from that residence.
- The Applicant will agree to maintain the property in sound condition and permit the HAND Department or its designees to inspect the property if required.

III. REHABILITATION REQUIREMENTS

A. INCLUDABLE REHAB COSTS

- The Department will not require the entire structure to be rehabilitated to comply totally with applicable Building Code standards. However, any work performed and funded by the Department will adhere to the applicable Building Codes as required and enforced within the corporate limits of the City of Bloomington and as adopted by the Department of Homeland Security.
- An HMAL grant may be used to cover the cost of items that avoid institutionalization and can provide barrier-free housing for a person with a disability. Funds may provide ramps, structural modifications, plumbing modifications, central air conditioning repair or replacement if necessary due to documented medical reasons, elimination of exterior and/or interior barriers for accessibility and related safety hazards.
- Building permits and related fees that are required to carry out the proposed rehabilitation work are eligible costs. Property surveys and reasonable housing inspections, if approved in advance, are eligible costs. Repairs to the same item or related items during the same funding year will not be allowed without approval from the HAND Director prior to conducting the repair.
- The Applicant may provide additional funds to be escrowed for items beyond the scope of the HMAL program, as provided in Section V, Part (A) of these guidelines, if approval is given by the Department prior to the commencement of the work. These funds will be held in escrow during the rehab of the property and dispersed by the Department first as needed. Any remaining funds after completion will be applied to the HMAL work required.

B. INELIGIBLE REHAB COSTS

- Except as otherwise provided, HAND Department grants will not be used to pay for:
 1. Items classified as luxury or portable items by HUD or the Department, such as: whirlpool tub (unless necessary by documented medical condition), hot tub, pool, spas, skylight, trash compactor, dishwasher, construction of a detached garage, outside storage shed, portable equipment such as window air-conditioning units, gazebo, television antenna/dish, tennis court, outdoor fireplace, privacy fencing, gas grill, removable exterior lighting, outdoor furniture, enclosure or construction of a carport, window awnings, composting units, etc.
 2. Materials, fixtures, equipment, or landscaping of a type or quality, which exceeds that

customarily, used for properties of the same general type as the property to be rehabilitated.

3. Appliances or devices that are not required by code or housing rehabilitation standards.
4. The acquisition of land, or the new construction of a dwelling.
5. This list is not all-inclusive. Any items not referenced in these regulations will be reviewed on a case by case basis for eligibility.

III. GRANT APPROVAL

A. ADDITIONAL FUNDING REQUESTS

- Each grant application will be submitted to the Department staff for review and approval in a specific amount for the service required. Should additional modifications become necessary and the maximum funding has been exhausted, then the Director of HAND shall decide on case-by-case bases any additional funding to be provided to the applicant. If the Applicant's application or request for additional funds is denied by the Department or the Director he or she may appeal to the Redevelopment Commission for review.

V. GRANT CONDITIONS

A. DISBURSEMENT OF FUNDS

- **Use of proceeds** – The Department will provided the Applicant the necessary funds to cover only the costs of services and materials necessary to carry out the modifications for which the grant financing was approved. If the Applicant provides additional funding toward the project, it must be in the form of a check, cashiers check bank draft, or money order to the City of Bloomington Controller's office. Checks provided will have to clear before the commencement of the rehab. The Controller will provide an escrow account to hold and release those funds for the work as claims are processed. The Applicant's funding will be release for payment prior to any HAND funds. The Applicant will receive copies of these disbursements and a full accounting of Applicant's funds will be provide upon completion of the project and any of his or her funds remaining will be returned.
- **Disbursement of Rehabilitation Funds** – The Applicant will agree to permit the Department, or the City, its agents or designees, to hold the proceeds of the grant, including the Applicant's own funds if applicable; and to disburse such funds to the contractor(s).

B. INITIAL WORK WRITE-UP, BIDDING AND CONSTRUCTION

- **Work Write-Up** -- After the initial application and the needs assessment, an inspection of the property will be conducted to determine a scope of the necessary and proposed work and any lead-based paint issues that might affect the scope-of-work to be provided to the Applicant. Due to the structure of the program, lead issues will fall in either the “exempt or below de minimis amounts” for the scope-of-work to be conducted. Should the inspection determine otherwise the applicant will have to consider the owner-occupied rehab program for service. Staff will advise the Applicant of the most appropriate action to address the problem(s) so that a reasonable and cost effective solution can be provided. Staff will determine if other programs should be considered after the assessment to address other issues that might be revealed during that inspection and advise the Applicant accordingly.
- The Department staff will then prepare a work write-up incorporating this report, and determine a cost estimate for the work to be financed with the grant.
- **Bidding** -- The Department will do its own cost estimate of the project and solicit bids from qualified Department contractor listings who show an interest in bidding on rehabilitation/repair projects. The Department will select a contractor in good standing based on availability from those providing bid proposals so long as the bid of the contractor selected is within fifteen percent (15%) of the Department’s cost estimate.
- **Standard Rehabilitation Terms** -- Once the Department has provided the selected contractor the notice to proceed, the Department staff will determine a reasonable timeframe for project completion based on the scope of work. If the completion is not possible within the allotted time period, then the contractor shall, at a minimum, perform such remedial work as is possible within that time period to alleviate the worst aspects of the problem. The Department staff shall have the final determination on the priority of the modification(s) to be made under this program. Change orders to the contract showing the proposed work and price will only be authorized by approval by the HAND Director or designee. The Applicant and the contractor cannot enter into a “side bar” agreement for any proposed work above and beyond the scope of work proposed and authorized by the Department. Any additional “side bar” work desired by the Applicant beyond the authorized contract can only be provided by the contractor when the HAND Department has completed and closed out the project.

- **Contractor's Qualifications** -- To qualify for the program, a contractor must provide: a completed contractor's application, proof of insurance coverage in amounts required by the Department for this program; financial information, as requested by the Department; references; and a listing of past projects the Department can review for evaluation. Have a working knowledge of the ADA requirements as it relates to construction. The Department will determine the contractor's eligibility and reserves the right to reject unqualified contractors. Property owners or their representative will not act as their own contractor.
- **Completion of Work** -- What constitutes completion of the project will be determined by the Department's inspection process. Any funds from the Department remaining after the completion of the modification will be returned to the Department's program account.

C. INSPECTIONS

- The Applicant will permit inspections of the property by the Department, the City, and their agents or designees for compliance with the Housing Rehabilitation Standards and all other applicable local housing codes and ordinances. The Applicant will also permit all other inspections deemed necessary by the Department staff concerning the property, the modification work, and all contracts, materials, and equipment pertaining to the work. It is the responsibility of contractor or his or her agent to obtain all required inspections and meet all applicable code requirements for that contractor's work.
- Before payment(s) are issued, the Department Inspector will inspect the work to ensure that materials have been installed. Any partial payments provided to the contractor will be determined by HAND staff. All inspections must be successfully completed before final payment will be issued. Should any problem arise regarding the inspection process, the Director of the Department will decide whether funds should be released and how they will be applied.
- If necessary due to the nature of the modification, HAND will hold 10% of the total funds until the entire project has been completed. Additionally, the project will be considered completed when: all applicable warranties have been provided to the Applicant, all required inspections have been successfully completed, and the Department has conducted the final inspection to closeout the project. There are no exceptions to this provision.
- The contractor(s) will certify that they will conduct the scope of their work

for the project in accordance with “good building practices” as accepted by the industry. Also, the contractor(s) will provide a one-year warranty for workmanship to the homeowner. The one-year warranty period begins on the date the project is closed by the Department.

D. NON-DISCRIMINATION

- **Civil Rights** -- The Department will not discriminate upon the basis of age, sex, race, creed, color, class, sexual orientation, national origin, or ancestry in the sale, lease, rental, use or occupancy of the property to be rehabilitated with the assistance of a direct loan. Further, the Applicant agrees to comply with the provisions of the program as directed by the Department, the Redevelopment Commission on behalf of the City of Bloomington, and the U.S. Department of Housing and Urban Development or its designee.
- **Equal Employment Opportunity** -- The Applicant will comply with all applicable provisions of Executive Order #11246 concerning equal employment opportunity in respect to a loan or grant, and will assist and actively cooperate with the City of Bloomington in obtaining the compliance of contractors and subcontractors with such provisions, and with the rules and regulations and relevant orders of the Secretary of Labor.

E. NON-COLLUSION

- **Interest of Public Body** -- No member of the governing body, official, or employee of the City of Bloomington who exercises any functions or responsibilities in connection with the administration of the Department's housing rehabilitation programs will have any interest, direct or indirect, in the proceeds of the loan or grant, or in any contract entered into by the Applicant for the performance of work financed in whole or in part with the proceeds of the loan.
- **Bonus, Commission, or Fee** -- The Applicant will not pay any bonus, commission, or fee for the purpose of obtaining approval of the loan or grant application or any other approval or concurrence required by the Department or Redevelopment Commission to complete the rehabilitation work financed in whole or in part with the loan.

F. DISPUTE RESOLUTION

- **Disputes concerning HAND's housing rehabilitation program should be communicated directly to the HAND Program Manager. In the event of a**

communicated dispute the HAND staff member will attempt to resolve the dispute informally in a reasonable time frame with reference to the Program Guidelines for the specific program and the contract documents. This will be done without partiality to any party involved in the dispute. If the dispute involves more than one party and cannot be resolved successfully between the parties by the HAND staff member, either party may submit a written dispute to the Director of HAND within 10 working days of non-resolution of the dispute between the parties. This written submission needs to describe the dispute, identify the section in the contract perceived to be violated, and provide a sequence of events affecting the project to date. This written submission should also include a request of a specific remedy to be considered. The Director of HAND will respond in writing within 20 working days to the involved parties. The Director's decision regarding the dispute shall be final.

- If a homeowner or tenant has a problem that arises during the one year warranty period the homeowner or tenant is encouraged to contact the contractor. If the homeowner or tenant does not receive satisfaction from the contractor, HAND reserves the right to intervene to assist in coming to a satisfactory resolution of the problem. However, this does not mean that HAND will assume liability to correct the problem.

Revised 7/30/2018

**EMERGENCY HOME REPAIR/UTILITY
SERVICE PROGRAM GUIDELINES
2018**

The “Emergency Home Repair Program” is designed to provide financial assistance to income-eligible individuals for a quick and flexible response to emergency repair requests. This funding covers the cost of repair as defined by these guidelines and operates independently of other department programs, including the Owner-Occupied Rehabilitation Loan Program. The “Emergency Home Repair” (“E.H.R”) provides a grant to the homeowner for up to \$7,500 per owner-occupied structure, or \$3,500 per manufactured/mobile home. Any assistance provided to the homeowner under this program will be subtracted from the allowable budget of any other department program applied for by the homeowner within a period of three (3) years after assistance has been provided. Applications are processed on a First-come, First-served basis.

The terms “Homeowner” and “Applicant” refer to the person(s) who own and live in the property to receive emergency repair/utility service under the selected program. The terms “HAND Department” and “Department” includes the Housing and Neighborhood Development Department that administers the program and any successor. A “needs assessment” is defined as a written report completed by HAND staff which outlines the emergency needs of the Applicant. An on-site assessment of the property and modifications required for the property will be conducted by HAND staff.

I. ELIGIBILITY

A. PROPERTY ELIGIBILITY

To qualify, the property must:

1. Be located within the Bloomington city limits. The property assisted under this program must be an individual Applicant’s principal residence.
2. Can contain one to four dwellings units, however, assistance under this program to a property containing more than one dwelling shall only be for the unit that is the Applicant’s principal residence.
3. Not be investor-owned, mixed-use, or non-residential.
4. Need and meet emergency standards, as defined in these guidelines.

B. APPLICANT ELIGIBILITY

To qualify, the Applicant:

1. Shall occupy the unit and the unit must be the Applicant’s principal residence.
2. Must be an owner-occupant or purchaser-occupant of the property to be rehabbed. Applicants own the property if they have a fee simple title, or maintain a ninety-nine (99) year leasehold interest, or have ownership or membership in a cooperative, and do not have any restrictions or encumbrances that would unduly restrict the good and

marketable nature of the ownership interest, and the property is their principle residence. HUD does not consider life estates a form of ownership.

3. The Applicant shall be current on any and all loans and in good standing with all governmental agencies.

C. INCOME ELIGIBILITY

To qualify, Applicants must meet the following guidelines:

1. To participate in the program, the homeowner will be required to complete the application form, provide copies of receipts of the most recently paid property taxes, and provide income documentation. Acceptable forms of income documentation include proof of Social Security, unemployment or other public benefit checks, the two (2) most recent year-to-date pay stubs, and a signed copy of the past year's filed federal and state income tax forms, plus all attachments. Proof of ownership of the property will be a copy of the property deed. Manufactured/mobile homes will require a copy of the "title." Land sales contracts must be recorded at the office of the Monroe County Recorder in order for the buyer to receive assistance under this program, and a letter of consent for the repair from the seller must be attached.
2. The Applicant's income, as adjusted per HUD requirements, must be at or below 60% Area Median Income (AMI) as amended annually by HUD.
3. The Income Guidelines may change annually, and the current HUD Guidelines will be adhered to when published by HUD.
4. Included in the determination of the Applicant's income are: the Applicant's earnings; Applicant's spouse's earnings; all earnings by all adult household members eighteen (18) years of age and older; all funds received by the Applicant from all adult household members toward housing expenses; all other income regularly received by the Applicant or his or her family from any source; net income from any real estate; all other net business income; and gross income from all rental units (if any).
5. Individuals currently unemployed, laid-off, or experiencing other loss of income may be considered eligible. Income is computed by determining Applicant's gross earnings for the current calendar year and projecting that amount for the balance of the year.
6. A staff inspection of the property will be necessary to determine the "scope of emergency assistance" and to determine status for lead-based paint hazards as they relate to the scope-of-work to be provided to the Applicant under the provisions of the housing program.
7. The Applicant will be required to update his or her financial information if the application has not been completed within six (6) months of the initial application process.

II. PROGRAM

A. PROGRAM DETAILS

1. The “E.H.R. grant” program provides funding for emergency home repairs at owner-occupied dwellings or manufactured/mobile homes. This funding is provided as a “grant” to the homeowner.
2. A homeowner can only receive a grant every three (3) years from all HAND department programs. In addition, the maximum life time grant amount that a property may receive cannot exceed \$15,000 for an owner-occupied structure and \$10,000 for a manufactured/mobile home.
3. A needs assessment for the proposed modifications will be performed. HAND staff will inspect the property to assess and prioritize the work needed; prepare a work write-up; place the project out to bid to program-qualified contractors; and supervise the work. HAND will also inspect the property to identify any other rehab assistance the property may need. Staff will advise the Applicant of the most appropriate action to address the problem(s) so that a reasonable and cost effective solution can be provided. The staff will determine any future considerations regarding modification to the property and advise the Applicant accordingly.
4. Due to the structure of the program, lead issues shall fall in either the “exempt or below de minimis amounts” for the scope-of-work to be conducted. Should the inspection determine otherwise the Applicant will have to consider the owner-occupied rehab program. Staff will advise the Applicant of the most appropriate action to address the problem(s) so that a reasonable and cost effective solution can be provided.

B. E.H.R. GRANT PROVISIONS

1. Repayment of the financial assistance provided to the Applicant is not required for the E.H.R. program.
2. The “E.H.R.” grant shall include the following costs:
 - a) the cost of the actual and approved item(s) requiring emergency assistance;
 - b) any independent inspections or appraisals required for the property.
3. The grant will include repairs limited to a minimum of \$100, with a maximum of \$7,500 per owner-occupied structure and \$3,500 per manufactured/mobile home unit, unless increased as provided in these guidelines. When applicable the Model Energy Standards/Energy Star will be utilized for any mechanical component replaced.
4. Applicant may be required to meet with a housing counselor for budgeting and home maintenance counseling at the discretion of HAND staff.

5. The Applicant shall maintain insurance coverage adequate to cover the dwelling. Additionally, if the structure is located in a FEMA designated 100-year flood plain, the homeowner must obtain flood insurance.
6. The Applicant will agree to maintain the property in sound condition and permit the HAND Department or its designees to inspect the property if required.

C. MANUFACTURED/MOBILE HOUSING SUPPLEMENTAL GRANT

1. In the event of structural deficiencies in manufactured/mobile home that either prevent the emergency improvements from occurring or require the grant amount to exceed the \$3,500 E.H.R. limit, the HAND Director can approve use of additional funds under the Manufactured/Mobile Housing Supplemental Grant. This grant can be used to correct deficiencies in manufactured/mobile homes that are required in order to complete requests made by owners of manufactured/mobile homes under the Emergency Home Repair Program.
2. Funding will be limited to a maximum \$6,500 under the Manufactured/Mobile Housing Supplemental Grant for each manufactured/mobile home. The maximum allowable grant amount that a property may receive cannot exceed \$3,500 under the E.H.R. program and \$6,500 under the Manufactured/Mobile Housing Supplemental Grant for a maximum lifetime grant of \$10,000 for a manufactured/mobile home.
3. All of the other program requirements and eligibilities of the E.H.R. program must be met in order for the applicant to receive the Manufactured/Mobile Housing Supplemental Grant.

III. REHABILITATION REQUIREMENTS

A. ALLOWABLE REHAB COSTS

1. The Department will not require the entire structure to be rehabilitated to comply totally with applicable Building Code standards. However, any work performed and funded by the Department will adhere to the applicable Building Codes as required and enforced within the corporate limits of the City of Bloomington and as adopted by the Department of Homeland Security.
2. An "E.H.R" grant may be used to cover the cost of items that directly or indirectly affect the health and safety of the occupant. Funds may provide structural, plumbing (including septic, sewerlines, and water service lines and all connections), electrical, roofing and furnace repair or replacement; central air conditioning repair or replacement if necessary due to documented medical reasons; elimination of other interior or exterior health, accessibility and safety hazards.
3. Building permits and related fees that are required to carry out the proposed repair work are eligible costs. Property surveys and reasonable housing inspections, if

approved in advance, are eligible costs. Repairs and equipment will be warranted for appropriate periods of time as outlined by State law or equipment manufacturer.

4. The Applicant may provide additional funds to be escrowed for items beyond the scope of the E.H.R. program, as provided in Section V, A of these guidelines, if approval is given by the Department Director or designee prior to the commencement of the work. These funds will be held in escrow during the rehab of the property and dispersed by the Department first as needed. Any remaining funds after completions will be applied to the E.H.R. grant provided.

B. INELIGIBLE REHAB COSTS

Except as otherwise provided, HAND Department grants will not be used to purchase or repair:

1. Items classified as luxury or portable items by HUD or the Department, such as: whirlpool tub (unless necessary by documented medical condition), hot tub, pool, spas, skylight, trash compactor, dishwasher, construction of a detached garage, outside storage shed, window air-conditioning units, gazebo, television antenna/dish, tennis court, outdoor fireplace, privacy fencing, gas grill, removable exterior lighting, outdoor furniture, enclosure or construction of a carport, window awnings, composting units, etc.
2. Materials, fixtures, equipment, or landscaping of a type or quality, which exceeds that customarily, used for properties of the same general type as the property to be repaired.
3. Appliances or devices that are not required by code or housing quality standards.
4. The acquisition of land or the new construction of a dwelling.
5. This list is not all-inclusive. Any items not referenced in these regulations will be reviewed on a case by case basis for eligibility by the HAND Director or designee.

IV. GRANT APPROVAL

Each grant application will be submitted to the Department staff for review and approval in a specific amount for the service required. If the Department staff rejects the Applicant's proposal, the Applicant may appeal the decision to the Director of HAND and if necessary the Redevelopment Commission for review.

V. GRANT CONDITIONS

A. DISBURSEMENT OF FUNDS

1. Use of proceeds – The Department will provide the necessary funds to cover only the costs of services and materials necessary to carry out the rehabilitation work for which the grant financing was approved.

2. Disbursement of Funds -- The Applicant will agree to permit the Department, or the City, its agents or designees, to hold the proceeds of the grant, including the Applicant's own funds if applicable; and to disburse such funds to the contractor(s).

B. INITIAL WORK WRITE-UP, BIDDING AND CONSTRUCTION

1. Work Write-Up -- After the initial application, an inspection of the property will be conducted to determine a scope of the emergency work necessary and proposed. The Department staff will then prepare a work write-up incorporating this report, and determine a cost estimate for the repair work to be financed with the grant.
2. Bidding -- The Department will do its own cost estimate of the project and solicit bids from a Department contractor listing who show an interest in bidding on rehabilitation or repair projects. The Department will select a contractor in good standing based on availability and from those providing bids proposals so long as the bid of the contractor selected is within fifteen percent (15%) of the Department's cost estimate.
3. Standard Rehabilitation Terms -- Once the Department has provided the selected contractor the notice to proceed, the repair work will be completed within **two weeks** depending on circumstances and the nature of the emergency. If the completion is not possible within the allotted time period, then the contractor shall, at a minimum, perform such remedial work as is possible within that time period to alleviate the worst aspects of the problem. The Department staff shall have the final determination on the priority of the repairs to be made under this program. Change orders to the contract showing the proposed work and price will only be authorized by approval by the HAND Director or designee. The homeowner and the contractor cannot enter into a "side bar" agreement for any proposed work above and beyond the scope of rehab proposed and authorized by the Department. Any additional "side bar" work desired by the homeowner beyond the authorized repair contract can only be provided by the contractor when the HAND Department has completed and closed out the project.
4. Contractor's Qualifications -- To qualify for the program, a contractor must provide: a completed contractor's application, proof of insurance coverage in amounts required by the Department for this program; financial information, as requested by the Department; references; and a listing of past projects the Department can review for evaluation. The Department will determine the contractor's eligibility and reserves the right to reject unqualified contractors. Property owners will not act as their own contractor.
5. Completion of Work -- What constitutes completion of the project will be determined by the Department's inspection process. Any funds remaining after the completion of the repair work will be returned to the Department's program account.

C. INSPECTIONS

1. The Homeowner will permit inspections of the property by the Department, the City, and their agents or designees for compliance with the Housing Rehabilitation Standards and all other applicable local housing codes and ordinances. The Homeowner will also permit all other inspections deemed necessary by the Department staff concerning the property, the repair work, and all contracts, materials, and equipment pertaining to the work. It is the responsibility of Contractor or his or her agent to obtain all required inspections and meet all applicable code requirements as it relates to their work.
2. Before payment(s) are issued, the Department assigned staff member will inspect the work to ensure that materials have been installed and work has been completed. Any partial payments provide to the contractor will be determine by HAND staff. All inspections must be successfully completed before final payment will be issued. Should any problem arise regarding the inspection process, the Director of the Department will decide whether funds should be released and how they will be applied.
3. The final 10% of all funds held will not be released until the entire project has been completed, all warranties have been provided to the homeowner, all code inspections have been successfully completed and the Department has conducted the final inspection to close-out the project, there are no exceptions to this provision.
4. The contractor(s) will certify that they will conduct the scope of their work for the project in accordance with “good building practices” as accepted by the industry. Also, the contractor(s) will provide a one- (1) year warranty for workmanship to the homeowner. The one-year warranty period begins on the date the project is closed by the Department.

D. NON-DISCRIMINATION

1. Civil Rights -- The Department will not discriminate upon the basis of age, sex, race, creed, color, class, national origin, sexual orientation or ancestry in the sale, lease, rental, use or occupancy of the property to be rehabilitated with the assistance of a direct loan. Further, the Applicant agrees to comply with the provisions of the program as directed by the Department, the Redevelopment Commission on behalf of the City of Bloomington, and the U.S. Department of Housing and Urban Development or its designee.
2. Equal Employment Opportunity -- The Applicant will comply with all applicable provisions of Executive Order #11246 concerning equal employment opportunity in respect to a loan or grant, and will assist and actively cooperate with the City of Bloomington in obtaining the compliance of contractors and subcontractors with such provisions, and with the rules and regulations and relevant orders of the Secretary of Labor.

E. NON-COLLUSION

1. Interest of Public Body -- No member of the governing body, official, or employee of the City of Bloomington who exercises any functions or responsibilities in connection with the administration of the Department's housing rehabilitation programs will have any interest, direct or indirect, in the proceeds of the loan or grant, or in any contract entered into by the Applicant for the performance of work financed in whole or in part with the proceeds of the loan.
2. Bonus, Commission, or Fee -- The Applicant will not pay any bonus, commission, or fee for the purpose of obtaining approval of the loan or grant application or any other approval or concurrence required by the Department or Redevelopment Commission to complete the rehabilitation work financed in whole or in part with the loan.

F. DISPUTE RESOLUTION

- Disputes concerning HAND's housing rehabilitation program should be communicated directly to the HAND Program Manager. In the event of a communicated dispute the HAND staff member will attempt to resolve the dispute informally in a reasonable time frame with reference to the Program Guidelines for the specific program and the contract documents. This will be done without partiality to any party involved in the dispute. If the dispute involves more than one party and cannot be resolved successfully between the parties by the HAND staff member, either party may submit a written dispute to the Director of HAND within 10 working days of non-resolution of the dispute between the parties. This written submission needs to describe the dispute, identify the section in the contract perceived to be violated, and provide a sequence of events affecting the project to date. This written submission should also include a request of a specific remedy to be considered. The Director of HAND will respond in writing within 20 working days to the involved parties. The Director's decision regarding the dispute shall be final.
- If a homeowner or tenant has a problem that arises during the one year warranty period the homeowner or tenant is encouraged to contact the contractor. If the homeowner or tenant does not receive satisfaction from the contractor, HAND reserves the right to intervene to assist in coming to a satisfactory resolution of the problem. However, this does not mean that HAND will assume liability to correct the problem.

last revised 7/30/18 (DN)

REHABILITATION HOUSING PROGRAM GUIDELINES

The owner-occupied housing rehabilitation program is designed to provide financial assistance to income-eligible homeowners for the rehabilitation of their homes. This financial assistance covers the cost of rehabilitation as defined by the program, but generally provides for repairs necessary to make the property meet public standards for safe, decent and sanitary housing.

The terms “Applicant,” “Homeowner” and “Borrower” refer to the person(s) who own and live in the property to be rehabilitated under the selected program. The terms “HAND Department” and “Department” include any successor to the Housing and Neighborhood Development Department that administers the program

I. ELIGIBILITY

A. PROPERTY ELIGIBILITY

To qualify:

- Assistance may be made to residential properties containing one to four dwelling units located within the Bloomington City limits. However, assistance under this program to a property containing more than one dwelling shall only be for the unit that is the Applicant’s principal residence;
- The property must not be investor-owned, mixed-use, or non-residential properties;
- The property must not have received rehabilitation assistance through the HAND Department within the ten years immediately preceding application. The ten year period begins on the date of loan closing; and
- The property must need rehabilitation and meet rehabilitation standards, as defined in these guidelines.

B. APPLICANT ELIGIBILITY

To qualify:

- The Applicant must be an owner-occupant of the property to be rehabilitated. An Applicant owns the property if he or she has fee simple title, or maintains a 99 year leasehold interest, or has

ownership or membership in a cooperative, and does not have any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest. The property must be the Applicant's principle residence;

- Applicants buying property under a purchase money mortgage in which the Seller is mortgagee and the Applicant is mortgagor may be eligible after review of the mortgage documents and approval by the City Legal Department;
- The property cannot exceed the program's loan to value ratio provision of One Hundred (100%) percent of the area value of the property, or the subsidy limits imposed by HUD for the Bloomington area. Additionally, the Department shall review the Applicant's total debt load and reserve the right to deny participation in the program if it is determined that the Applicant's financial status makes it inadvisable.
- The Applicant shall be current on any and all loans and in good standing with all governmental agencies

C. INCOME ELIGIBILITY

To qualify:

- The Applicant's income, as adjusted per HUD requirements, must fall within the Program Income Guidelines listed below, or as amended by HUD. See attachment "A" for current guidelines.
- The Income Guidelines may change annually, and the current HUD Guidelines will be attached as HUD publishes them.
- Included in the determination of the Applicant's income are: the gross amount of income of all household members. This shall include Applicant's earnings; Applicant's spouse's earnings; all earnings by all adult household members eighteen (18) years of age and older; all funds received by the Applicant from all adult household members toward housing expenses; all other income regularly received by the Applicant or his or her family from any source; net income from real estate other than the property to be rehabilitated; all other net business income; and gross income from all rental units (if any) in the property to be rehabilitated.
- Individuals currently unemployed, laid-off, or experiencing other loss of income may be considered eligible. Income is computed by

determining Applicant's gross earnings for the current calendar year and projecting that amount for the balance of the year.

- The Applicant will be required to update his or her financial information if the loan closing has not been completed within six (6) months of loan approval.

II. PROGRAMS

A. PROCEDURE; TYPES OF LOANS. HAND staff shall inspect the property to assess and determine the scope of the rehabilitation to be provided to the Applicant. Staff will advise the Applicant of the most appropriate type of loan to address the nature of the problem(s) of the property so that a reasonable and cost effective solution may be provided.

1. The "Deferred loan" provides funding up to \$38,500. An additional 10% of the rehab cost shall be added for a contingency allowance, unless increased as provided in these guidelines to address the cost of the actual and approved cost of code and program required work. Re-payment of this loan is required when the property is no longer the principle residence of the Applicant. This loan is available for applicants who are at or below 50% area median income.
2. The "Direct loan" provides funding up to \$38,500. An additional 10% of the rehab cost shall be added for a contingency allowance, unless increased as provided in these guidelines to address the cost of the actual and approved cost of code and program required work. Re-payment of this loan requires a monthly payment, amortized over 15 years, of the actual cost of the rehab. This loan is available for applicants who are between 66 – 80% area median income.
3. The "Deferred/Direct loan" provides funding up to \$38,500. An additional 10% of the rehab cost shall be added for a contingency allowance, unless increased as provided in these guidelines to address the cost of the actual and approved cost of code and program required work. Repayment of this loan is two-fold: part is paid when the property is no longer the principle residence of the Applicant and part requires a monthly payment amortized over 15 years. Applicants between 51 – 60% area median income will receive loans that are 50% deferred and 50% direct. Applicants between 61 – 65% area median income will receive loans that are 33% deferred and 67% direct.
4. The "Conditional Loan" provides additional funding up to \$7,500 for the approved cost of only exterior renovation and related work including historic retaining wall repair as determined by the HAND Staff. The

exterior conditional loan will be forgiven in full at the end of the loan term if the Borrower maintains the property as his or her principal residence for seven years after the date of loan closing. Should the Borrower sell, lease or otherwise transfer the property prior to the completion of the seven year period, the entire loan amount is due and payable, unless the buyer of the property is determined by the HAND Department to meet program guidelines, in which case the loan may be assumed by the buyer.

5. A grant allowance of up to \$15,000 shall be available to assist home owners with energy efficiency and lead-based paint issues. These funds shall be part of the maximum \$38,500 loan amount and in no instance shall the amount of the grant and loan for a rehab projects exceed \$38,500 plus contingency unless approval is determined by the Redevelopment Commission on a case-by-case bases as recommended by HAND staff. The grant amount will be determined by the HAND project manager from the selected general contractor's approved and accepted bid costs.

B. LOAN REQUIREMENTS.

1. The "Deferred" and "Direct" loan amounts shall include the following costs:

- a. the cost of the actual and approved code and program required rehab;
- b. the entire cost of the title search, property appraisal, credit report, and recording fees, and
- c. a contingency fund of ten (10%) percent of the rehabilitation bid.

2. For residences that are listed or eligible National Register properties, the exterior rehabilitation must follow historic guidelines as prescribed by the Secretary of the Interior.

3. If the Department has given financial assistance to the residence within the ten (10) years immediately preceding application, the amount of the assistance received will be deducted from the maximum allowed under the deferred or direct loan program.

4. Any loan amount received shall not exceed one hundred (100%) percent of the entire value of the property, or the subsidy limits imposed by HUD for the Bloomington area.

5. Borrowers will be required to sign an affidavit annually attesting to the fact that the rehabilitated property is their principal residence, that they have not rented or sold the property, and that there has not been a transfer of ownership of the property. For the purpose of this affidavit, principal residence is defined as physically residing at the property for nine consecutive months of the period covered by the affidavit.

C. REPAYMENT; RECAPTURE; LIQUIDATED DAMAGES.

HUD regulations require HAND to recapture all or part of the loan if the housing does not continue to be Borrower's principal residence during the loan term.

1. Repayment of Loan: Except as provided herein, all loans require repayment of principal and liquidated damages when the property is sold, leased, transferred or otherwise no longer used as the principal residence of the Borrower. Payment is due within thirty (30) days of the date of sale, lease, transfer or cessation of use as the principal residence of the Borrower.
2. Recapture of Loan Amount in Event of Default.
 - a. If the property is sold or Borrower ceases to reside there as a result of a foreclosure action, and the net proceeds are not sufficient to allow HAND to recapture the full loan balance and also enable the Borrower to recover the amount of his or her downpayment and any capital improvement investment made by the Borrower since purchase, HAND may share the net proceeds. "Net proceeds" are the sales price minus loan repayment (other than HAND funds) and closing costs. The net proceeds will be divided proportionally in accordance with the formulas set forth in the HOME regulations at 92 CFR 254(a)(5)(ii)(A)(3)
 - b. If the default results from any event other than foreclosure, the amount to be recaptured shall be the original loan amount minus a pro rated amount for the time the Borrower owned and occupied the property.
3. Liquidated Damages for Transfer of Property with Direct, Deferred or Direct/Deferred Loan during Loan Term: One of the primary goals of the loan programs is to encourage owner-occupancy of the assisted properties, and the City will incur damages that may be uncertain and difficult to ascertain if assisted properties are transferred to other than program-eligible owners or their heirs during the term of the loan. To compensate the City for those damages, liquidated damages will be assessed in the following amounts if property subject to a direct, deferred or direct/deferred loan is sold, leased, or otherwise transferred except as provided in paragraph 3 below during the term of the loan:
 - a) If the transfer occurs during years 1 through 5 of the loan: Six percent (6%) of the loan balance.

- b) If the transfer occurs during years 6 through 10 of the loan: Three percent (3%) of the loan balance.
 - c) If the transfer occurs during years 11 through 15: One and one-half percent (1.5%) of the loan balance.
4. Procedures upon Transfer of the Property: If property covered by any type of loan described in these guidelines is sold to an income-eligible person, liquidated damages will not be owed. The Borrower or his or her heirs or agent must notify the HAND department in writing in advance of the sale of their intent to sell the property. HAND staff will review the income documentation of the buyer of any property that is participating under one of the loan programs to determine the buyer's eligibility.

If the property is inherited by a program-eligible heir of the Borrower, liquidated damages will not be owed. The Redevelopment Commission may allow a loan to continue to a program-eligible heir by assumption of the mortgage or the loan may be refinanced under another Department program. The heir(s) must apply and meet the current eligibility standards at the time of assumption of the loan and maintain the property as his or her principal residence.

An heir or heirs of the Borrower who are not eligible for this or other HAND Department programs must repay the loan within 30 days of the settlement of the Borrower's estate or, if no estate is opened, within 30 days of the date the heir(s) take title to property.

5. When spouses or joint tenants are the Borrowers and one dies, the acquisition of sole ownership by the surviving spouse or joint tenant is not a transfer of ownership for purpose of the loan programs.
6. The Borrower or the Borrower's heir(s) may request in writing to have the Director of the HAND Department review the repayment provisions should extenuating circumstances exist. If the Director denies the claim of the Borrower and/or the heir(s), an appeal may be requested for review to the Redevelopment Commission.

D. LOAN SECURITY.

1. The Borrower will provide security for the loan in the form of a mortgage. A subordinate second mortgage is acceptable if it provides adequate loan to value ratio, as determined by the Redevelopment Commission's subordination policy.

2. The Borrower will agree to maintain the property in sound condition and permit the Redevelopment Commission or its designees to inspect the property during the term of the loan.
3. The Borrower will maintain insurance coverage adequate to cover the dwelling and the mortgage amount during the term of the loan. Failure to comply with this provision shall constitute default and may require an immediate repayment of the loan to the Department or the commencement of foreclosure procedures.
4. The Borrower shall sign a loan agreement incorporating the guidelines for participation for the selected housing rehabilitation program.

III. REHABILITATION REQUIREMENTS

A. DEFINITION OF CODE

1. Building Codes -- as required and enforced within the corporate limits of the City of Bloomington and as adopted by the Indiana Department of Fire and Building Services.
2. Housing Rehabilitation Standards -- as required and administered by the Department. These standards include general property improvements (beyond minimum Section 8 Housing Code Standards) that may be necessary to complete the thorough and proper rehabilitation of the property for the program selected. This list is not all inclusive: CABO one and two family code, the National Model Energy Code, Cost effective energy conservation standards as determined by HUD, National Electric Code, National Plumbing Code, all standards for product application as it relates to the project and the ADA standards for accessibility and adaptability will also be included in the property improvements as they relate to the selected program.

B. INCLUDABLE CODE COSTS

1. A Deferred, Direct, or Deferred/Direct loan may be made to cover the cost of rehabilitation as defined by the program and those repairs necessary to make the property conform to public standards for safe, decent and sanitary housing. As a result of the rehabilitation work financed by the loan, the property must, at a minimum, conform to current building codes, HUD program requirements and HAND Department standards. The loan may be used to the extent necessary to cover these costs.

Deferred, Direct and Deferred/Direct loans may include: The rehabilitation or removal of elements of the dwelling structure

or site, including basic equipment, trees, shrubs, etc., and of other improvements such as foundation repair/replacement, steps, reasonable fencing and historic retaining walls, walkways, and driveways. The provision for sanitary facilities for expansion and finishing of space necessary to accommodate those facilities. The provision of additional or enlargement of bedrooms. The repair, purchase, and/or installation of a kitchen range, refrigerator, and HVAC equipment for the dwelling. Energy effective items, provided they are reasonable and within the scope of the program and/or the budget, to lower the Borrower's utility costs. Reasonable grading, filling, or landscaping of the property as it applies to the rehab of the property. Elimination of health and safety hazards. Improvements for accessibility and adaptability for a disability. Items desired by the homeowner for the over all improvement of the dwelling provided those items are eligible, reasonable and within the scope of the rehab and the budget.

2. The grant allowance may be used to cover the costs of painting, component encapsulation, replacement, lead paint disposal, cleanup etc. For energy effectiveness, insulation, the price difference between an 80% efficient and 90% efficient heating system, high efficient water heaters, energy efficient windows and door upgrade. This list is not all inclusive. HAND staff will determine and approve those items that would qualify for the "grant" portion of the loan.
3. To allow the property to be brought to or maintained at new construction code, incipient code violations are eligible costs under this loan program. An incipient code violation exists if, at the time of the inspection, the inspector finds that the physical condition of an element in the structure will deteriorate into an actual violation in the near future (i.e., one to two years). Other eligible costs are: building permits and related fees that are required to carry out the proposed rehabilitation work, property surveys and reasonable housing inspections, if approved in advance.
4. Historic exterior improvements can include: foundations, exterior lighting, porches, historic retaining walls, steps/sidewalks, exterior doors and windows, siding removal and/or replacement, roof, completion of exterior work that is unfinished and appropriate to the historic character of the home and other carpentry work as it applies to the historic nature of the dwelling.
5. Non-historical exterior improvements will cover the costs as defined by the program and those repairs necessary as they relate to the exterior of the home and as determined by the HAND staff. As a result of the

rehabilitation work financed by the loan, the improvements must, at a minimum, conform to the current new building codes, and HUD's and HAND's program requirements. These costs can include:

- a) The rehabilitation or removal of elements of the dwelling structure or site, including basic equipment, trees, shrubs, etc., and of other improvements such as foundation repair/replacement, steps, exterior doors and window replacement and/or repair, guttering, reasonable fencing, walkways, steps, retaining walls and driveways.
 - b) Reasonable grading, filling, curb and sidewalk of the property, exterior painting and/or siding with exterior insulation, or reasonable landscaping of the property as it applies to the home.
 - c) Elimination of exterior health, accessibility and safety hazards.
6. The Department will determine the improvements to meet code standards that apply to the rehab of the property. Building permits and related fees that are required to carry out the proposed rehabilitation work are eligible costs. Property surveys and reasonable housing inspections, if approved in advance, are eligible costs.
 7. The Borrower may provide additional funds to be escrowed for items beyond the scope of the program selected, as provided in Section V. part A. of these guidelines, if approval is given by the Department and contractor prior to the signing of the contract. These funds will be held in escrow during the rehab of the property and dispersed by the Department as needed. Any remaining funds after completion will be applied to the loan.

C. INELIGIBLE REHABILITATION COSTS. The following items shall not be included in loans provided hereunder;

1. Items classified as luxury or portable items by HUD or the Department, such as: whirlpool tub (unless necessary by documented medical condition), hot tub, pool, spas, skylight, trash compactor, dishwasher, construction of a detached garage, outside storage shed, window air-conditioning units, gazebo, television antenna/dish, tennis court, outdoor fireplace, privacy fencing, gas grill, removable exterior lighting, outdoor furniture, enclosure or construction of a carport, window awnings, composting units, etc.
2. Materials, fixtures, equipment, or landscaping of a type or quality, which exceeds that customarily, used for properties of the same general type as the property to be rehabilitated.

3. Appliances or devices that are not required by code or housing rehabilitation standards.
4. The acquisition of land, or the new construction of a dwelling.
5. This list is not all-inclusive. Any items not referenced in these regulations will be reviewed on a case by case basis for eligibility.

IV. LOAN APPROVAL

Each loan or grant application will be submitted to the Department staff for review and approval in a specific amount, including bid price, credit report, recording fees and contingency prior to loan closing. If the Department staff rejects the Applicant's proposal, the Applicant may appeal the decision to the Director of HAND and if necessary the Redevelopment Commission for review.

V. LOAN CONDITIONS

A. DISBURSEMENT OF FUNDS

1. Use of proceeds. The Borrower will agree to use the proceeds of the loan only to pay for the costs of services and materials necessary to carry out the rehabilitation work for which the financing was approved.
2. Disbursement of Rehabilitation Funds . The Borrower will allow the Department, or the City, its agents or designees, to hold the proceeds of a loan or grant, including the Borrower's own funds if applicable; and to disburse such funds in the manner set forth in the contract between the Borrower, the contractor and the Department as a party to that contract, to ensure the proper disbursement of such funds. (Note that Community Development Block Grant and City funds cannot be escrowed; rather, they are committed for use but not drawn down to the local public agency until a claim is processed. Borrower's contributions, when applicable, being private funds, can be escrowed.)
3. Escrow Account. The Borrower will be required to set up an escrow account with HAND Department and the City's Controller's office for the amount the Borrower contributes from his or her own resources toward the cost of the eligible rehabilitation work. The Borrower agrees to permit the Department to access and distribute the escrowed funds as necessary for the rehabilitation of the property. The Department will provide documentation to the Borrower of all funds distributed from the escrow account. Any funds remaining in the escrow account after the rehabilitation has been completed will be applied to the loan.

B. INITIAL WORK WRITE-UP, BIDDING AND CONSTRUCTION

1. Work Write-Up. After the initial application, an inspection of the property will be conducted to determine a list of all work necessary and proposed. The Department staff will then prepare a work write-up incorporating this report, and determine a cost estimate for the rehabilitation work to be financed with the loan or grant.
2. Bidding. Bids will be solicited by the Department from its list of approved contractors. The Borrower may choose a contractor from those submitting bids, so long as the bid of the contractor selected is within fifteen percent (15%) of the Department's cost estimate.
3. Standard Rehabilitation Agreement. The standard contract form provided by the Department staff will be used for all rehabilitation work financed in whole or in part with a loan. The Borrower and contractor will assure that the rehabilitation work will be carried out promptly and efficiently under a written contract signed only after prior written approval by the Department staff. Change orders to the rehab contract showing the proposed work and price will only be authorized by written approval signed by the homeowner, the contractor and approved and signed by HAND staff. The homeowner and the contractor cannot enter into a "side bar" agreement for any proposed work above and beyond the scope of rehab proposed and authorized by the Department. Any additional "side bar" work desired by the homeowner beyond the authorize rehab contract can only be provided by the contractor when the HAND Department has completed and closed out the project.
4. Contractor's Qualifications. To qualify for the program, a contractor must provide: a completed contractor's application, proof of insurance coverage in amounts required by the Department for this program; financial information, as requested by the Department; references; and a listing of past projects the Department can review for evaluation. The Department will determine the contractor's eligibility and reserves the right to reject unqualified contractors.
5. Restrictions on General Contractor and Subcontractors. Borrowers will not act as their own general contractor, nor as a subcontractor.
6. Completion of Work. What constitutes completion of the project will be specified in the written contract and determined by the Department. Any loan funds remaining after the completion of the rehabilitation will be applied to the loan.

C. INSPECTIONS

1. The Borrower will permit inspections of the property by the Department, the City, or their agents or designees for compliance with the Housing Rehabilitation Standards and all other applicable local housing codes and ordinances. The Borrower will also permit all other inspections deemed necessary by the Department staff concerning the property, the rehabilitation work, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work. It is the responsibility of Borrower or his or her agent (i.e., the contractor) to obtain all required inspections and meet all code requirements.
2. Before payment(s) are issued, the Department's housing coordinator will inspect the work to ensure that materials have been installed. Any partial payments provided to the contractor will be determined by HAND staff. All inspections must be successfully completed before final payment will be issued. Should any problem arise regarding the inspection process, the Director of the Department will decide whether funds should be released and how they will be applied.
3. The final 10% of all funds held will not be released until the entire project has been completed, all warranties have been provided to the homeowner, all code inspections have been successfully completed and the Department has conducted the final inspection to close-out the project, there are no exceptions to this provision.
4. The contractor(s) will certify that they will conduct the scope of their work for the project in accordance with "good building practices" as accepted by the industry. Also, the contractor(s) will provide a one- year warranty for workmanship to the homeowner. The one-year warranty period begins on the date the project is closed by the Department.

D. NON-DISCRIMINATION

1. Civil Rights. The Department will not discriminate upon the basis of age, sex, race, creed, color, class, national origin, or ancestry in the sale, lease, rental, use or occupancy of the property to be rehabilitated with the assistance of any loan or grant. Further, the Applicant agrees to comply with the provisions of the program as directed by the Department, the Redevelopment Commission on behalf of the City of Bloomington, and the U.S. Department of Housing and Urban Development or its designee.
2. Equal Employment Opportunity. The Applicant will comply with all applicable provisions of Executive Order #11246 concerning equal employment opportunity in respect to a loan or grant, and will assist and actively cooperate with the City of Bloomington in obtaining the

compliance of contractors and subcontractors with such provisions, and with the rules and regulations and relevant orders of the Secretary of Labor.

E. NON-COLLUSION

1. Interest of Public Body. No member of the governing body, official, or employee of the City of Bloomington who exercises any functions or responsibilities in connection with the administration of the Department's housing rehabilitation programs will have any interest, direct or indirect, in the proceeds of the loan or grant, or in any contract entered into by the Borrower for the performance of work financed in whole or in part with the proceeds of the loan.
2. Bonus, Commission, or Fee. The Applicant will not pay any bonus, commission, or fee for the purpose of obtaining approval of the loan or grant application or any other approval or concurrence required by the Department or Redevelopment Commission to complete the rehabilitation work financed in whole or in part with the loan.

F. DISPUTE RESOLUTION

- Disputes concerning HAND's housing rehabilitation program should be communicated directly to the HAND Program Manager. In the event of a communicated dispute the HAND staff member will attempt to resolve the dispute informally in a reasonable time frame with reference to the Program Guidelines for the specific program and the contract documents. This will be done without partiality to any party involved in the dispute. If the dispute involves more than one party and cannot be resolved successfully between the parties by the HAND staff member, either party may submit a written dispute to the Director of HAND within 10 working days of non-resolution of the dispute between the parties. This written submission needs to describe the dispute, identify the section in the contract perceived to be violated, and provide a sequence of events affecting the project to date. This written submission should also include a request of a specific remedy to be considered. The Director of HAND will respond in writing within 20 working days to the involved parties. The Director's decision regarding the dispute shall be final.
- If a homeowner or tenant has a problem that arises during the one year warranty period the homeowner or tenant is encouraged to contact the contractor. If the homeowner or tenant does not receive satisfaction from the contractor, HAND reserves the right to

intervene to assist in coming to a satisfactory resolution of the problem. However, this does not mean that HAND will assume liability to correct the problem.

Last Revised July 30, 2018 (DN)

**22-94
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA**

**TO INCREASE FUNDING FOR AN EMERGENCY HOME REPAIR (EHR) PROJECT AT
4214 W LILAC LN**

WHEREAS, the City of Bloomington Housing and Neighborhood Development Department (HAND) approved the property owner at 4214 W Lilac Lane to receive a CDBG funded rehabilitation through HAND's EHR program to make modifications to the property to bring the property up to code; and

WHEREAS, the winning bid amount for the project is \$9,475.00, which is \$5,975.00 over the maximum grant amount listed within the EHR guidelines (\$3,500.00 per grant); and

WHEREAS, a total funding amount of \$9,475.00, is needed to be approved to complete this project of improving the accessibility of the property for the eligible property owner; and

WHEREAS, there are currently allocated CDBG funds for the EHR program available to fund this project.

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

The funding amount for the EHR project at 1017 W Howe Street is approved for an amount not to exceed \$9,475.00.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

CarpetsPlus Colortile
1180 S. Liberty Drive, Suite 160
Bloomington IN 47403
812-323-0100 812-323-0263

REC'D

Quote #
80088
Customer PO
Contract #
Date
11/9/2022
Sales Person1
Kerry McEvilly
Sales Person2

Acct # 17528
For: 812 349-3420 Fax

Ship To: 812 349-3420

Bloomington Housing & Neighborhood Development
401 North Morton Street
Bloomington, IN 47404

Bloomington Housing & Neighborhood Development
4214 West Lilac Lane
Bloomington, IN 47403

Type	Quantity	Product Description Labor Description	Color / Item Number Room	Sell	Total
Furniture					
Labor	4 Each	Furniture- Remove And Replace		\$120.00	\$480.00
Notes	MANUFACTURED HOUSING - Living Room, 3 Bedrooms & Adjoining Hallway Vinyl Plank - wood substrate; 705 sq ft net; no existing base trim				
Carpet					
Labor	705 SqFt	Carpet- Removal- Carpet Pad and Tack Strip		\$0.85	\$599.25
Notes	Existing carpet, pad & tack-strip removal				
Installation Materials					
Materials	2 Each	UZIN NC 888	10LB	\$34.10	\$68.20
Labor	705 SqFt	Floor Prep / Floor Sanding		\$0.35	\$246.75
Notes	This charge is for floor preparation to ensure we achieve the "flat-to-within-3/16"-over-any-10'-radius" industry standard required for a floating floor installation.				
Vinyl Tile / Plank					
Materials	753.5 SqFt	IRRESISTIBLE 7X60 5.0MM THICK DROP & LOCK 12 MIL WEAR LAYER	SPALTED MAPLE IN-STOCK PROMO	\$3.25	\$2,448.88
Labor	753.5 SqFt	Vinyl- LVT- Floating		\$2.25	\$1,695.38
Notes	705 sq ft net + 5% waste factor = 741 sq ft minimum required; product is packaged with 30.14 sq ft per carton; 741 / 30.14 = 24.582 cartons; 25 cartons = 753.5 sq ft				
This proxy product selection is an in-stock 5.2 mm SPC vinyl plank product with a 12mil wear layer and has a 20 year residential warranty. Please visit the following link to review this product:					
https://www.timelessdesignsflooring.com/tab/luxury-vinyl-click-irresistible-collection					
Transitions					
Materials	3 Each	IRRESISTIBLE REDUCER 94.5	SPALTED MAPLE	\$74.25	\$222.75
Labor	12 LnFt	Transition- Vinyl		\$1.50	\$18.00

TOTAL
w/INSTR
CARRIAGE
* 9,175
300
9,475.00
STATE 10,175

OPTIONS
BY VINYL
PLANK

REC'D
11/8/22
BK

~~CARRIAGE~~
VINYL
PLANK

Continuation For: **Bloomington Housing & Neighborhood Development, Quote # 80088**

Type	Quantity	Product Description Labor Description	Color / Item Number Room	Sell	Total
Vinyl Tile / Plank					
Materials	33Each	IRRESISTIBLE T QTR RD 94.5	SPALTED MAPLE	\$66.25	\$2,186.25
Labor	252LnFt	Quarter Round / Shoe Mold- New		\$3.00	\$756.00

Notes Our estimator recommends use of color-match quarter-round on the base of the walls to cover the perimeter expansion gap.

Please note that as an alternative we can use in-house stained shoe-mold on the base for a savings of \$1925.00 including tax.

Floor Prep					
Labor	1	Hourly Wage #7		\$75.00	\$75.00
Notes	Per the "Scope of Work" sheet this charge is for rehangng the closet door in Bedroom #3.				

PROMOTION					
Materials	-1Each	DISCOUNT/ ADJUSTMENT		\$1,241.29	-\$1,241.29
Notes	* HAND DISCOUNT *				

Please note that the installed price including all materials, labor and taxes works out to \$3.98 per square foot of carpet ordered.

Information	Total
Labor	\$3,870.38
Materials	\$3,684.79
Contract Total	\$7,555.17
Sales Tax	\$344.83
Grand Total	\$7,900.00
Date	Ck#
Deposit	

THE SALES AGREEMENT IS A BINDING AGREEMENT BETWEEN CARPETS PLUS COLOR TILE AND THE BUYER.
 ALL SALES AGREEMENTS ARE FINAL AND MUST BE READ THOROUGHLY AND SIGNED BEFORE THE MATERIAL WILL BE ORDERED. THIS AGREEMENT COVERS THE AGREED TO PRODUCTS, PRICING, AND INSTALLATION STIPULATIONS. ALL SALES QUOTE PRICING WILL BE HONORED FOR 15 DAYS.

PAYMENT IN FULL IS REQUIRED BEFORE MATERIAL WILL BE ORDERED ON ALL SALES UNLESS OTHER ARRANGEMENTS HAVE BEEN SET UP.

NO CANCELLATIONS OR RETURNS ON SPECIAL ORDERS.
 NO RETURNS ON CARPETS PLUS COLOR TILE STOCK MATERIAL AFTER 30 DAYS.

THERE WILL BE A FEE FOR ANY CHANGE OF ORDERS OR RESTOCK FEES.
 COLOR, SHADE AND FINISHES WILL VARY FROM SAMPLES AND BROCHURES.

Continuation For: Bloomington Housing & Neighborhood Development, Quote # 80088

Type	Quantity	Product Description Labor Description	Color / Item Number Room	Sell	Total
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- . CARPETS PLUS COLOR TILE ASSUMES NO RESPONSIBILITY FOR YOUR MEASUREMENTS, (SHORTAGES OR OVERAGES ARE THE BUYER'S OBLIGATION).
- . ALL LABOR PRICES ARE SUBJECT TO CHANGE IF PROBLEMS THAT WERE UNDETECTABLE DURING ESTIMATION ARE REVEALED.
- . ALL EXTRA LABOR WILL BE QUOTED AND APPROVED BEFORE WORK BEGINS.
- . COUPONS AND DISCOUNTS MUST BE GIVEN UPON TIME OF SIGNING SALES AGREEMENT.
- . OVERDUE INVOICES ARE SUBJECT TO 1.5% FINANCE CHARGE PER MONTH.
- . RETURNED CHECKS ARE SUBJECT TO \$30 SERVICE CHARGE.
- . BUYER'S ACCEPTANCE OF THIS SALES AGREEMENT VIA ELECTRONIC MEANS EVIDENCE ACCEPTANCE OF ALL TERMS OF THIS SALES AGREEMENT.
- . BUYER AGREES TO PAY ALL REASONABLE ATTORNEY'S FEES AND COSTS OF COLLECTION INCURRED BY CARPETS PLUS COLORTILE'S ENFORCEMENT OF THE SALES AGREEMENT. THE PARTIES AGREE TO VENUE WITHIN MONROE COUNTY, INDIANA FOR ANY PROCEEDINGS.
- . THE LIABILITY OF CARPETS PLUS COLORTILE AND IT'S EMPLOYEES AND SUBCONTRACTORS, INCLUDING ATTORNEY'S FEES, IS LIMITED AND SHALL NOT, UNDER ANY CIRCUMSTANCE, EXCEED THE TOTAL AMOUNT PAID BY BUYER REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CARPET PLUS COLORTILE HEREIN EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES AND IN SHALL NO EVENT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

Buyer _____ Date _____

Seller _____ Date _____

22-95
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON INDIANA

AGREEMENT FOR LIGHTING INSTALLATION FOR HOPEWELL PHASE 1 EAST

- 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, in Resolution 18-10, the RDC approved a Project Review and Approval Form (“Form”) which sought the support of the RDC for the purchase and redevelopment the Old Bloomington Hospital Site (“Hopewell”); and
- WHEREAS, part of the redevelopment of the site includes making infrastructure improvements in the area referenced in the Bloomington Hospital Reuse Master Plan as Phase 1 East on the block that is bounded by 2nd Street to the north, 1st Street to the south, the B-Line Trail to the east, and Rogers Street to the west; the project objectives include site demolition, utility coordination, transportation and public facilities, and property platting (“Project”); and
- WHEREAS, as part of the project it is now necessary to reconnect lighting that is on RDC-owned parcels but that serve to light the area and Centerstone of Indiana’s parking lot (“Services”); and
- WHEREAS, City staff solicited bids, and Cassady Electrical Contractors was the responsive bidder; and
- WHEREAS, City staff have negotiated an agreement with Cassady Electircal Contractors to complete the Services for an amount not to exceed Seventy-Three Thousand Five Hundred Fifty Dollars (\$73,550.00) (“Agreement”), which is attached to this Resolution as Exhibit A; and
- WHEREAS, there are sufficient funds in the Consolidated TIF to pay for the Services pursuant to the terms of the Agreement; and
- WHEREAS, the City has brought the RDC an Amended Project Review Form (“Amended Form”), which is attached to this Resolution as Exhibit B.

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

1. The RDC reaffirms its support of the Project as an appropriate use of the Consolidated TIF, as set forth in the Amended Project Review and Approval Form, and reiterates that it serves the public's interest.
2. The RDC approves the Agreement and hereby authorizes the City of Bloomington to expend an amount not to exceed Seventy-Three Thousand Five Hundred Fifty Dollars (\$73,550.00), to be paid in accordance with the terms of the Agreement ("Payment").
3. The Payment authorized above may be made from the Consolidated TIF. Nothing in this Resolution shall remove the requirement to comply with the City or the RDC's claims process.
4. Unless extended by the Redevelopment Commission in a resolution, the authorizations provided under this Resolution shall expire on February 1, 2023.

BLOOMINGTON REDEVELOPMENT COMMISSION

Cindy Kinnarney, President

ATTEST:

Deborah Myerson, Secretary

Date

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON REDEVELOPMENT COMMISSION
AND
CASSADY ELECTRICAL CONTRACTORS, INC
FOR
LIGHTING IN HOPEWELL PHASE 1 EAST**

This Agreement, entered into on this ____ day of _____, 2022, by and between the City of Bloomington Redevelopment Commission (the "RDC"), and Cassady Electrical Contractors, Inc. ("Contractor"),

WITNESSETH:

WHEREAS, the RDC wishes to install reconnect lighting near Centerstone in the Hopewell Phase 1 East project area; and

WHEREAS, the RDC requires the services of a professional Contractor in order to install the infrastructure (the "Services" as further defined below); and

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

WHEREAS, Contractor is willing and able to provide such Services to the RDC.

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

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

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

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The RDC shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the RDC shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the RDC

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

Article 4. Compensation

The RDC shall pay Contractor for all fees and expenses in an amount not to exceed Seventy-Three Thousand Five Hundred Fifty Dollars (\$73,550.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the RDC upon the completion of the Services described in Article 1. The invoice shall be sent to:

Patrick Dierkes
City of Bloomington Engineering Department
401 N. Morton Street
Bloomington, Indiana 47404

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

Article 5. Appropriation of Funds

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

Article 6. Schedule

Contractor shall perform the Services according to the schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 7. Termination

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

The RDC may terminate or suspend performance of this Agreement at the RDC's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the RDC and the RDC shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the RDC, as set forth in Article 10 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no

reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor

Contractor acknowledges that one of the primary reasons for its selection by the RDC to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the RDC. The RDC reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the RDC reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Opinions of Probable Cost

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

Article 10. Reuse of Instruments of Service

All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the RDC or others on modifications or extensions of this project or on any other project. The RDC may elect to reuse such documents; however any reuse or modification without prior written authorization of Contractor will be at the RDC's sole risk and without liability or legal exposure to Contractor. The RDC shall indemnify, defend, and hold harmless the Contractor against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

Article 11. Ownership of Documents and Intellectual Property

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

Article 12. Independent Contractor Status

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

Article 13. Indemnification

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

liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 14. Insurance

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

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

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

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

Article 15. Conflict of Interest

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

Article 16. Waiver

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

Article 17. Severability

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

Article 18. Assignment

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

Article 19. Third Party Rights

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

Article 20. Governing Law and Venue

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

Article 21. Non-Discrimination

Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing 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. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the RDC in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 23. E-Verify

Contractor 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). Contractor shall sign an affidavit, attached as Exhibit C, affirming that Contractor 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.

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

Contractor shall require any subcontractors performing work under this contract to certify to the Contractor 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. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 24. Notices

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

RDC:	Contractor:
City of Bloomington RDC	Cassady Electrical Contractors, Inc.
Attn: Larry Allen	Attn: Rob Stone
401 N. Morton Street, Suite 220	PO Box 53
Bloomington, Indiana 47402	Ellettsville, IN 47429

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

Article 25. Intent to be Bound

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

Article 26. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the RDC and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 27. Non-Collusion

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

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

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION

CASSADY ELECTRICAL CONTRACTORS

Cindy Kinnarney, President

Rob Stone, Project Manager

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

EXHIBIT A

“Scope of Work”

Scope of Work: Installation of concrete transformer pad per Duke’s standard drawing 24.01-116A. Installation of four (4) inch Schedule 40 conduit per the layout provided. Installation of schedule 40 conduit and electrical wire required for building service connection. Installation of Primary Junction Enclosure per layout provided. Restoration of all disturbed areas.

Coordination with Duke to transfer building power from existing transformer to proposed and all related wiring to restore power to the building. Transfer of power from existing to proposed transformer shall be anticipated to take place outside of normal work hours (8-5pm). If power to the building is impacted during business hours temporary power for the entire building is required. If power is interrupted for greater than two (2) hours during switch over temporary power must be provided for pharmacy refrigeration needs.

Contractor shall be responsible for obtaining all necessary permits for the required work. The City of Bloomington shall waive fees related to work in the right-of-way.

Installation and connection of electrical wire to power six outdoor lights as shown on plan sheet provided. Also includes installation of any temporary poles as needed to complete work.

QUOTE FORM

This QUOTE Summary Sheet shall be completed and submitted with all other QUOTE Documents.

The Lump Sum cost to complete the Centerstone Transformer Relocation and Outside Lighting Project, including all associated work per plans and specification is;

Seventy-three thousand five hundred and fifty dollars, \$ 73,550.00

Any and all Subcontractors performing work valued over \$10,000 shall be listed below: Any subcontractor not listed below at the time of quote, must be approved by the City of Bloomington prior to performing any work on this contract. Subcontractors not listed or approved will not be paid for work under this contract. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, any subcontractor performing work on this contract is a Tier 2 contractor.

SUBCONTRACTORS WORK	ADDRESS	TYPE OF
Snedegar Construction	6935 S Old State Rd 37 Bloomington, IN	Boring and Excavation

In submitting this Quote, Quoter represents that:

- A. Quoter has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- B. Quoter has examined and carefully studied the Quoting Documents, the other related data identified in the Quoting Documents and the following Addenda, receipt of which is hereby acknowledged.

No. RS Dated 11/17/22

SIGNATURE OF QUOTER

Name of Quoter: Cassady Electrical Contractors Inc. Date: 11/17/22

By:

RS
Name & Title Printed: Rob Stone - Project Manager

Quoter Address: 5600 W State Rd 46 Bloomington, IN 47404

Telephone: 812-249-0155



Centerstone Outside Lighting and Transformer Relocation

Attn: Matt Smethurst
City of Bloomington
401 N Morton Street
Bloomington, IN 47404

November 17th, 2022

Cassady Electrical Contractors Inc. is pleased to offer our cost to complete the electrical work needed to temporarily re-feed the 6 parking lot lights as well as relocate and energize the new transformer being supplied by Duke Energy.

BASE BID **\$73,550.00**

Scope:

- Place temporary retaining blocks provided by others and stand contractor supplied poles on them to allow for overhead feeds to the 6 existing light poles.
- Intercept an existing exterior lighting run or penetrate the building and get a new lighting feed out to the overhead run being installed for the 6 existing light poles.
- Place a duke approved transformer pad with a spare 4" conduit stubbed out for future.
- We will be working with Duke to ensure that any down time associated with the transition from the existing transformer to the new will be complete during off hours to minimize any impact to the Centerstone group.
- A temporary generator will be supplied for only the refrigeration equipment within the pharmacy during the transformer changeover.

Not Included:

- Removal of the temporary overhead poles, wiring or cable after no longer required.

If you have any questions or concerns, please call us at 1-812-332-7361.

Thank-you!

Rob Stone
812-249-0155

EXHIBIT B

“Project Schedule”

Duration: All proposed work, except transfer of building power, shall be completed within 30 days of the notice to proceed. Transfer of building power shall be at Duke’s earliest availability. The City acknowledges that some of the work is dependent on coordination with Duke Energy.

EXHIBIT D

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2022.

Cassady Electrical Contractors, Inc..

By: _____
Signature

Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2022.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public