

AGENDA
REDEVELOPMENT COMMISSION
McCloskey Conference Room
August 6, 2018
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** –July 16, 2018
- III. EXAMINATION OF CLAIMS** –July 27, 2018 for \$1,187,460.90
- IV. EXAMINATION OF PAYROLL REGISTERS**–July 20, 2018 for \$31,609.64
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. CTP Update Report
- VI. NEW BUSINESS**
 - A. Resolution 18-43: Approval of Revisions to the HAND Department’s Program Guidelines
 - B. Resolution 18-44: Amendment of Funding Approval in Redevelopment Commission Resolution 17-19 (Animal Shelter Construction) to Approve Change Order
 - C. Resolution 18-45: Project Review and Approval for a Consultant for the Fourth Street Parking Garage
- VII. BUSINESS/GENERAL DISCUSSION**
- VIII. ADJOURNMENT**

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THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Monday, July 16, 2018, at 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Donald Griffin, Jr., presiding.

I. ROLL CALL

Commissioners Present: Don Griffin, David Walter, Sue Sgambelluri, Kelly Smith and Eric Sandweiss

Commissioners Absent: Mary Alice Rickert

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

Others Present: Larry Allen, Assistant City Attorney, City Legal Department; Jeff Underwood, City of Bloomington Controller; Deborah Myerson, Executive Director, South Central Indiana Housing Opportunities (SCIHO)

II. READING OF THE MINUTES –Prior to the meeting Sue Sgambelluri communicated to Christina Finley two suggested changes to the June 18, 2018 minutes.

1. Kelly Smith was added to those present
2. Sgambelluri asked why the Master Developer Request for Qualifications (RFQ) was coming to the RDC. A clarification was added to reflect the question was also regarding any financial obligations.

Sue Sgambelluri moved to approve the June 18, 2018, minutes as amended with the above mentioned changes. David Walter seconded the motion. The board unanimously approved.

III. EXAMINATION OF CLAIMS – David Walter moved to approve the claim registers for June 29, 2018, for \$71,250.60 and July 13, 2018, for \$1,407,164.01. Eric Sandweiss seconded the motion. The board unanimously approved.

IV. EXAMINATION OF PAYROLL REGISTERS –Eric Sandweiss moved to approve the payroll registers for June 22, 2018, for \$30,256.19 and July 6, 2018, for \$31,609.67. Sue Sgambelluri seconded the motion. The board unanimously approved.

V. REPORT OF OFFICERS AND COMMITTEES

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

B. Legal Report. Larry Allen stated at the last meeting he was asked to verify the condition of the Convention Center parking lot. The condition of the lot is very good. However, he did note there is a small amount of vegetation over-growth on the Southeast Lot, which the RDC owns. Larry Allen will notify the City of the over-growth.

C. Treasurer's Report. Jeff Underwood is available for questions.

D. CTP Update. Jeff Underwood reported continued progress on the Dimension Mill. Staff is going to obtain two quotes to remove vegetation and an old air conditioning unit around the Admin building.

Sue Sgambelluri asked if the list of RDC-owned parcels requested at the previous meeting are available. Jeff Underwood said it is not yet available, but he is working on it.

VI. NEW BUSINESS

- A.** Resolution 18-40: Approval of Funding for Security and Technology Improvements at the Dimension Mill. Jeff Underwood reported Dimension Mill Inc. (DMI) submitted a list of equipment they want to purchase for the Dimension Mill. The City will allow up to \$10,000 in funding toward the purchase of the equipment, anything over that amount will be the responsibility of DMI. The equipment will be utilized at the Dimension Mill and will remain City property.

Eric Sandweiss asked how we arrived at \$10,000 for funding. Jeff Underwood stated DMI provided a list of equipment, and staff reviewed the list to determine the necessity of the items and how they fit with the mission of the Mill. The total amount of requested equipment was approximately \$25,000.

Kelly Smith asked if this meets the requirement for TIF funds. Larry Allen stated this does meet the requirement for TIF funds.

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

Sue Sgambelluri moved to approve Resolution 18-40. David Walter seconded the motion. The board unanimously approved.

- B.** Resolution 18-41: To Amend Funding Approval for Blackline Studio for Furniture at the Dimension Mill. This resolution is to approve additional services to Blackline Studio to purchase, store, and install furniture at the Dimension Mill. Some furniture will be made out of reclaimed wood from the Mill, and some items will be directly purchased by the City through the quantity and purchase agreement (QPA). There will be an operating agreement with DMI. DMI worked on their list for about 6 months.

Eric Sandweiss asked about the due diligence process. Jeff Underwood stated he reviewed the items to make sure the items and price were reasonable. In addition the list went through 2-3 vetting processes. The furniture is expensive, but it is the type of furniture we need to make a viable work space. The total cost for the furniture will be less than the planned \$400,000 furniture budget. Maintenance and replacement of the furniture will be the responsibility of DMI. The furniture will be city assets, and the city has the right to inspect the items regularly to insure they are being maintained.

David Walter said the furniture looks neat, but not comfortable.

David Walter asked why we are paying sales tax. Jeff Underwood stated we are not paying sales tax, the quote included in the packet was just a quote to Blackline.

David Walter asked if this is an appropriate use of TIF funding. Larry Allen stated this is an appropriate use of TIF funds.

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

David Walter made a motion to approve Resolution 18-41. Eric Sandweiss seconded the motion. Sue Sgambelluri seconded the motion. The board unanimously approved.

C. Resolution 18-42: Approval of Funding for a New HVAC System at the Buskirk-Chumley Theater. Larry Allen stated the HVAC system at the Buskirk-Chumley Theater is malfunctioning and leaking into the building. The unit needs to be completely replaced. The current HVAC system is a substantially older system, and the new system will be more efficient. The city already has an agreement with Buskirk-Chumley Management for \$74,000, which is set-aside in a separate fund for TIF-qualifying uses, and because the new system is more efficient, it qualifies for use of those funds. The commission has already approved the \$74,000 fund. The estimated cost for the unit with emergency installation is \$10,900.

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

Sue Sgambelluri moved to approve 18-42. David Walter seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

Debora Myerson, Executive Director of South Central Indiana Housing Opportunities (SCIHO) asked to speak to the commission. SCIHO is a 501(c)3, affordable housing organization. SCIHO is dedicated to expanding housing options for low and moderate low-income households in Bloomington, Monroe County, and surrounding counties. Debora Myerson stated she is here today to talk to the RDC about coordination and communication among city officials.

Debora Myerson asked the RDC to consider and discuss at some point, the following:

- Prioritize the public interest in the development of publically owned land, and target the production of housing for low and moderate income households that are not currently served by the market. Public ownership is a valuable form of subsidy that can be used to leverage housing affordability.
- Consider creating a dedicated and ongoing source of public revenue as a meaningful increase to support the supply of affordable housing.

She commented on the city's comprehensive master plan. In order to keep everyone aware of what different arms of the city are doing and coordinate as one strategic channel, we need to do the following:

- Establish a city housing commission.
- Create a residential market analysis and inventory report. This will identify specific gaps in the current and future demand for all income levels.
- Develop a detailed, local housing strategy based on the completed residential market analysis and inventory.

Myerson believes these measures would provide a strong foundation to guide city leaders toward policies and practices that can build inclusive and sustainable communities for everyone.

Eric Sandweiss asked what benchmarks for affordable housing should be. He also asked what role work force providers play.

Debora Meyerson stated the general baseline used to determine affordable housing is considered 30% of one's income. If you add transportation it is typically 45% of income. Meyerson added that there are different ways employers could support housing. It would be

great to have major employers represented on the previously mentioned proposed housing commission. Some employers who recognize a need for additional housing may support employer-assisted housing, a concept of things that could be developed.

VIII. ADJOURNMENT

Donald Griffin, President

Mary Alice Rickert, Secretary

Date

18-43
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

WHEREAS, the Department of Housing and Neighborhood Development (HAND) is a duly constituted department of The City of Bloomington, Indiana operating under the Housing and Community Development Act of 1974, as amended, and:

WHEREAS, the HAND Department is charged with the responsibility of developing and operating programs serving housing needs of low and moderate income families residing within the corporate boundaries of the City of Bloomington, and

WHEREAS, the Redevelopment Commission is the governing body of the HAND Department and is empowered to promulgate rules and regulations for the programs operated through the HAND Department, and

WHEREAS, the HAND Department proposes to make revisions to the Housing Modifications for Accessible Living Program (H.M.A.L.), Emergency Home Repair Program (E.H.R.), and Owner Occupied Rehabilitation Loan Program (O.O.R.).

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

Revisions to the HAND Department's guidelines for H.M.A.L, E.H.R., and O.O.R., as attached as Exhibit A, B, and C, are hereby approved.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**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)

18-44
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

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

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

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

WHEREAS, the Animal shelter is located within the Consolidated TIF; and,

WHEREAS, tax increment from the Consolidated TIF and the TIF Bonds may be used—among other things—to pay expenses incurred by the RDC for local public improvements, including improvements to the animal shelter ; and,

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

WHEREAS, in Resolution 17-19, the RDC approved funding for a contract to Neidigh Construction Corporation (“Neidigh”) in the amount of \$1,940,011.00 for the construction contract for the Animal Shelter; and

WHEREAS, in Resolution 17-70, the RDC approved a change order to the construction contract that increased the cost of the construction of the Project by \$40,433.62 to \$1,980,444.62 and extended the completion date from January 31, 2018 to February 27, 2018; and

WHEREAS, in Resolution 18-11, the RDC approved a second change order to the construction contract that increased the cost of the construction of the Project by \$15,000 to \$1,995,444.62 and extended the completion date from February 27, 2018, to August 1, 2018; and

WHEREAS, in Resolution 18-19, the RDC approved a third change order in the amount of \$18,029.46, and a fourth change order in the amount of \$28,388.69; and

WHEREAS, in Resolution 18-24, the RDC approved a fifth change order that increased the cost of the construction of the Project by \$15,842.67 to \$2,310,727.64; and

WHEREAS, City Staff and Neidigh believe that an additional change order to the construction contract is appropriate (“Sixth Change Order”); and

WHEREAS, a copy of the proposed Sixth Change Order is attached to this Resolution as Exhibit A, and this Sixth Change Order would increase the cost of the contract by \$14,564.15 to \$2,325,291.79; and

WHEREAS, the Board of Public Works approved the Sixth Change Order during its meeting on July 23, 2018; and

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

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

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

1. The RDC reaffirms its approval of the Project, as set forth in the Amended Form.
2. The RDC amends the funding approval it made in Resolution 17-19 and amended in Resolution 17-70, Resolution 18-11, Resolution 18-19, and Resolution 18-24. The most recent funding approval made in Resolution 18-24 for an amount not to exceed two million fifty-seven thousand seven hundred five dollars and thirty-six cents (\$2,057,705.36) for the construction project is now approved in an amount not to exceed two million three hundred twenty-five thousand two hundred and ninety-one dollars and seventy-nine cents (\$2,325,291.79). For the avoidance of doubt, Resolution 17-19 remains otherwise unchanged.
3. Staff is asked to ensure that fully executed copies of the Sixth Change Order is kept with the RDC's files.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

AIA Document G701™ - 2001

Change Order

PROJECT (Name and address): City of Bloomington- Board of Public Works 401 N. Morton Street, suite 120 Bloomington, IN 47404	CHANGE ORDER NUMBER: 006 FINAL DATE: July 18, 2018	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Neidigh Construction Corporation 2220 W. Vernal Pike Bloomington, IN 47404	ARCHITECT'S PROJECT NUMBER: 2015-14 CONTRACT DATE: March 7, 2017 CONTRACT FOR: General Construction	

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

- Add new exterior door and trench drains due to existing conditions and as shown on attached Change Request #20 Revised \$ 2,094.33
 - Add new soffit, fascia, & downspouts to the north and west sides of Phase II AND prep the existing floors with leveler in preparation for new resinous flooring as scheduled. Due to existing conditions as shown on the attached Change Request #21 \$ 6,265.75
 - Add miscellaneous electrical items per attached Change Request /Estimate #22 Revised \$ 2,553.32
 - Provide a booster fan for the commercial dryer vent and provide ductwork returns for rooms A126 to A129 as shown on Chage Request # 23 \$ 5,985.75
 - Provide credit for not installing card reader conduit and junction box and for not installing the Acrovyn wall graphic as shown on attached Change Request #24 (- \$ 2,335.00)
- TOTAL AMOUNT THIS CHANGE ORDER NO. 6** \$ 14,564.15

The original Contract Sum was	\$ 1,940,011.00
The net change by previously authorized Change Orders	\$ 117,694.36
The Contract Sum prior to this Change Order was	\$ 2,057,705.36
The Contract Sum will be increased by this Change Order in the amount of	\$ 14,564.15
The new Contract Sum including this Change Order will be	\$ 2,072,269.51

The Contract Time will be increased by twenty work days (20 work) days.
The date of Substantial Completion as of the date of this Change Order therefore is changed from January 31 to April 18, 2018.

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

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

Kirkwood Design Studio, PC	Neidigh Construction Corporation	City of Bloomington- Board of Public Works
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
113 East 6 th Street Bloomington, IN 47408 ADDRESS	2220 West Vernal Pike Bloomington, IN 47404 ADDRESS	401 N. Morton Street Bloomington, IN 47404 ADDRESS
<i>Mary J. Krupinski</i> BY (Signature)	<i>[Signature]</i> BY (Signature)	<i>[Signature]</i> BY (Signature)
Mary J. Krupinski, AIA, President (Typed name)	(Typed name)	<i>Kyla Cox Seckard</i> (Typed name)
July 18, 2018 DATE	DATE	7/24/18 DATE

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User Notes:

CITY OF BLOOMINGTON
 Controller
 Reviewed By: *[Signature]*
 DATE: 7/23/18
 FUND/ACT: TIF

CITY OF BLOOMINGTON
 Legal Department
 Reviewed By: *Jackie Moore*
 DATE: 7.20.18

CHANGE REQUEST / ESTIMATE #20-revised

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

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

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

Date: 7/17/2018

ADD TO CONTRACT

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

		Material	Labor	Subcontractor	Total
Add an exterior door and trench drains					
Exterior Door	6 hrs @	57.00	826.00	342.00	1,168.00
Trench Drains					
Laborer	8.5 hrs @	45.00	66.98	382.50	449.48
Carpenter	2.5 hrs @	57.00		142.50	142.50
Project Management	1 hrs @	65.00		65.00	65.00
Administrative	1 hrs @	35.00		35.00	35.00
		892.98	967.00		1,859.98
Material - Markup 10%					89.30
Labor - Mark-up 15%					145.05
				Total	2,094.33

Response By: Kent Kimmel
 Larry Neidigh

Date of Response: 07/17/2018

Accepted by:

Date of Acceptance:

TIME & MATERIAL WORK AGREEMENT

Neldigh Construction Corporation
2220 West Fountain Dr.
Bloomington, Indiana 47404

CUSTOMER: Bloomington Animal Shelter DATE: 4/17/18

DESCRIPTION OF WORK PERFORMED: 1-laborer spent 2hrs digging trench for new drain pipe coming from covered break room, 1-laborer spent 2hrs demoing door & frame
Job # 1706 Note Mullet - 4hrs installing new door & frame #1068

EQUIPMENT RATES DO NOT APPLY TO SNOW REMOVAL Self Helms - 6hrs

EQUIPMENT			
DESCRIPTION	RATE /HR	HR	TOTAL (\$)
SKID STEER LOADER (w/operator)	\$86.00		
BOBCAT (w/operator)	\$54.00		
BACKHOE (w/operator)	\$94.00		
EXCAVATOR 313 (w/operator)	\$142.00		
LOWBOY TRACTOR & TRAIL (w/driver)	\$90.00		
2 TON DUMP TRUCK Tandem Axle (driver)	\$80.00		
PICKUP Truck (w/driver)	\$55.00		
TRACTOR (w/operator)	\$50.00		
CONCRETE SAW (walk behind) (w/driver)	\$145.00		
AIR COMPRESSOR	\$20.00		
JACKHAMMER	\$10.00		
AIR HCSE 50 #	\$2.00		
EQUIPMENT RATES APPLY TO EQUIPMENT ON SITE ONLY			
AN ADDITIONAL MOBILIZATION CHARGE WILL BE ADDED			
\$250.00/equipment	RENTAL EQUIP.		
	FUEL SURCHARGE		

LABOR	Straight Time		Time + 1/2		Double Time		Total
	RATE	HRS	RATE	HRS	RATE	HRS	
LABORER	\$45.00	2	\$67.50		\$90.00		\$180.00
CARPENTER	\$57.00	6	\$85.50		\$114.00		\$342.00
FINISHER	\$47.00		\$70.50		\$94.00		
OPERATOR			\$70.00		\$94.00		

MATERIALS & SUPPLIES	QTY	UNIT	PRICE	TOTAL
Door				\$2600
ALL MATERIAL WILL BE BILLED AT COST PLUS 16%				

SUBCONTRACTORS	WORK PERFORMED	QTY.	PRICE (\$)
ALL SUBCONTRACTORS WILL BE BILLED AT COST PLUS 5%			
Authorizing Party			Total: <u>1348.00</u>
By:			
Printed:			
Title:			

Neldigh Construction Corporation
By: [Signature]
Printed: [Name]
Title: [Title]

THE AUTHORIZING PARTY ABOVE AGREES THAT THIS WORK WAS PERFORMED AS DIRECTED AND IS ABOVE AND BEYOND THE SCOPE OF WORK FOR ANY CURRENT CONTRACTS WITH NEIDIGH CONSTRUCTION CORPORATION AND IS TO BE PAID FOR BASED UPON THE DATE AND THE TERMS AND CONDITIONS HEREIN.

Quote

Indiana Door & Hardware Specialties Inc.
PO BOX 278
Bloomington, IN 47402
Ph#: 812-336-0813 Fax# 812-336-0848

Date	Quote #
4/20/2018	2358

Name / Address
Neidigh Construction 2220 Vernal Pike Bloomington, IN 47404 Re: Animal Shelter Attn: Kent

Rep	Project

Description	Qty	Total
3 x 6'8 x 5 7/8 welded HM frame LH P& D	1	826.00
3 x 6'8 flush HM door	1	
Commercial ball bearing hinges	3	
Yale entry lock to accept owners core	1	
Yale door closer	1	
1 up three sold	1	
Local		
Total		\$826.00

TIME & MATERIAL WORK AGREEMENT

Neidigh Construction Corporation
2220 West Fountain Dr.
Bloomington, Indiana 47404

Bloomington Animal Shelter
CUSTOMER: Shelter DATE: 4/20/18

DESCRIPTION OF WORK PERFORMED: Grind out concrete @ trench drain to accept new grates pour concrete in trench drain to level out floor

Job #: 1706 Joe Baker - 2.5hrs
EQUIPMENT RATES DO NOT APPLY TO SNOW REMOVAL Mike Turner - 2.5hrs

EQUIPMENT			
DESCRIPTION	RATE/HR	HR	TOTAL (\$)
SKID STEER LOADER (w/operator)	\$84.00		
BOBCAT (w/operator)	\$84.00		
BACKHOE (w/operator)	\$84.00		
EXCAVATOR - 315 (w/operator)	\$142.00		
2 TON DUMP TRUCK Tandem Axle (driver)	\$80.00		
PICKUP Truck (w/driver)	\$65.00		
CONCRETE SAW (walk behind) (w/driver)	\$145.00		
AIR COMPRESSOR	\$20.00		
JACKHAMMER	\$10.00		
AIR HOSE 50 #	\$2.00		
EQUIPMENT RATES APPLY TO EQUIPMENT ON SITE ONLY			
AN ADDITIONAL MOBILIZATION CHARGE WILL BE ADDED			
\$200.00/equipment	RENTAL EQUIP.		
	FUEL SURCHARGE		

LABOR	Straight Time		Time + 1/2		Double Time		Total
	RATE	HRS.	RATE	HRS.	RATE	HRS.	
LABORER	\$45.00	2.5	\$67.50		\$90.00		112.5
CARPENTER	\$57.00	2.5	\$85.50		\$114.00		142.5
FINISHER	\$47.00		\$70.50		\$94.00		
OPERATOR	\$50.00		\$75.00		\$100.00		

Permit labor pricing is based on straight time in hourly

MATERIALS & SUPPLIES	QTY.	UNIT	PRICE (\$)	TOTAL
9x9 Grate	2			31.98
Concrete bags	7			35.00

This is on Black Lumber ticket Wed. 4/18/18
ON today's Black Lumber ticket

ALL MATERIAL WILL BE BILLED AT COST PLUS 12%

SUBCONTRACTORS	WORK PERFORMED	QTY.	PRICE (\$)

ALL SUBCONTRACTORS WILL BE BILLED AT COST PLUS 5%

Neidigh Construction Corporation
By: [Signature]
Print: Andy Galt

Authorizing Party
By: [Signature]
Print: [Signature]
Total: 321.98

THE AUTHORIZING PARTY ABOVE AGREES THAT THIS WORK WAS PERFORMED AS DIRECTED AND IS ABOVE AND BEYOND THE SCOPE OF WORK FOR ANK CURRENT CONTRACTS WITH NEIDIGH CONSTRUCTION CORPORATION, AND IS TO BE PAID FOR BASED UPON THE RATES AND THE TERMS AND CONDITION PROVIDED HEREIN.

BLACK LUMBER COMPANY
1710 S. HENDERSON
POST OFFICE BOX 576
BLOOMINGTON INDIANA 47402
(812) 332-7208

DOCUMENT NUMBER 360463 PAGE NO 1

CUST NO: 40362 JOB NO: 998
BILL TO: NEIDIGH CONSTRUCTION, INC.
2220 W. VERNAL PIKE
BLOOMINGTON IN 47404

LW TERRY M. STULTZ 4/20/18 8:59
131 ANIMAL SHELTER

INVOICE

SHIP TO: GEN ACCT-NEIDIGH CONST
VALUED CUSTOMER FOR 25+ YEAR

16286
5/10/18 NET 10TH
002 NO TAX CUSTOMERS

LINE	ITEM	QTY	DESCRIPTION	ORDER	PRICE	EXTENSION
1	435422	EA	9X9 CATCH BASIN GRATE, BLACK	2	15.99 /EA	31.98 N
2	158TDS5	BX	5 LB. 1 5/8 TAN DECK SCREW	2	26.99 /BX	53.98 N
3	3TDS5	BX	5 LB. 3" TAN DECK SCREW	1	29.99 /BX	29.99 N
6	44	EA	HARDWARE	4	0.99 /EA	3.96 N
7	354566	EA	4.5" MK SEGMENTED DIAMOND BLADE	1	12.99 /EA	12.99 N
8	305814	EA	4 1/2 x.045 METAL GRIND WHEEL	1	2.99 /EA	2.99 N
9	354562	EA	4 1/2"x 1/8 MASON GRINDING WHEEL	1	3.29 /EA	3.29 N

* TBM
French drain

TAXABLE 0.00
NON-TAXABLE 139.18
SUBTOTAL 139.18

(ANDY)
** AMOUNT CHARGED TO STORE ACCOUNT **

139.18

TAX AMOUNT .00
TOTAL AMOUNT 139.18



[Handwritten Signature]

TIME & MATERIAL WORK AGREEMENT

Neidigh Construction Corporation
2220 West Fountain Dr.
Bloomington, Indiana 47404

CUSTOMER: Bloomington Animal Shelter DATE: 4/18/18

DESCRIPTION OF WORK PERFORMED: clean and flush out drains and pipe from drain trench @ covered break room when it rains hard water stands there drain was clogged
Job #: 1706 Note Mullet - 2hrs

EQUIPMENT RATES DO NOT APPLY TO SHOW REMOVAL

EQUIPMENT	DESCRIPTION	RATE /HR	HR	TOTAL (\$)
SKID STEER LOADER (w/operator)		\$98.00		
BOBCAT (w/operator)		\$84.00		
BACKHOE (w/operator)		\$84.00		
EXCAVATOR -315 (w/operator)		\$142.00		
LOWBOY TRACTOR (w/driver)		\$60.00		
2 TON DUMP TRUCK Tandem Axle (driver)		\$60.00		
PICKUP Truck (w/driver)		\$56.00		
CONCRETE SAW (walk behind) (w/driver)		\$145.00		
AIR COMPRESSOR		\$20.00		
JACKHAMMER		\$10.00		
AIR HOSE 50 #		\$2.00		
EQUIPMENT RATES APPLY TO EQUIPMENT ON SITE ONLY				
AN ADDITIONAL MOBILIZATION CHARGE WILL BE ADDED				
\$250.00/equipment	RENTAL EQUIP.			
	FUEL SURCHARGE			

LABOR	Straight Time	Time + 1/2	Double Time	Total
	RATE	HR	RATE	HR
LABORER	\$45.00	2	\$67.50	\$90.00
CARPENTER	\$57.00		\$85.50	\$114.00
FINISHER	\$47.00		\$70.50	\$94.00

MATERIALS & SUPPLIES	QTY	UNT	PRICE (\$)	TOTAL
ALL MATERIAL WILL BE BILLED AT COST PLUS 16%				

SUBCONTRACTORS	WORK PERFORMED	QTY.	PRICE (\$)
ALL SUBCONTRACTORS WILL BE BILLED AT COST PLUS 6%			

Neidigh Construction Corporation
By: Andy Clark
Printed: Superintendent

Authorizing Party
By: _____ Total: 90
Printed: _____
Title: _____

THE AUTHORIZING PARTY ABOVE AGREES THAT THIS WORK WAS PERFORMED AS DIRECTED AND IS ABOVE AND BEYOND THE SCOPE OF WORK FOR ANY CURRENT CONTRACTS WITH NEIDIGH CONSTRUCTION CORPORATION AND IS TO BE PAID FOR BASED UPON THE TERMS AND CONDITION PROVIDED HEREIN.

CHANGE REQUEST / ESTIMATE #21

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

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

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

Date: 7/18/2018

ADD TO CONTRACT

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

	Material	Labor	Subcontractor	Total
Add soffit, fascia, gutter and downspouts and resinous flooring per request at meeting dated April 26, 2018.				
Phase 2				
Aluminum Soffit	771.26	733.53		1,504.79
Fascia	576.35	1003.89		1,580.24
Gutters & Downspouts			572.00	572.00
Surface prep for resinous flooring			1900.00	1,900.00
Project Management	2 hrs @ 65.00	130.00		130.00
Administrative	1 hrs @ 35.00	35.00		35.00
	1,347.61	1,902.42	2,472.00	5,722.03
Subcontractor - Markup 5%				123.60
Material - Markup 10%				134.78
Labor - Mark-up 15%				285.36
			Total	6,265.75

Add - 7 days

Response By: Kent Kimmel
 Larry Neidigh

Date of Response: 05/01/2018

Accepted by:

Date of Acceptance:



NEIDIGH CONSTRUCTION CORPORATION

2220 WEST FOUNTAIN DRIVE
BLOOMINGTON, INDIANA 47404
(812) 334-0362 FAX (812) 334-3144

Invoice details
04/26/2018

Description	Quantity	Unit	Material \$	Labor hrs	Labor \$	Total
Aluminum Soffit	420	sf	771.26	15.96	733.53	1504.79
Fascia, Sheet Metal, Prefinished	210	sf	576.35	18.9	1003.89	1580.24

\$3,085.03

Help Restoration Inc.
7875 Elderberry Ln.
Bloomington, IN 47404 US
ernie@helprestorationinc.com



INVOICE

BILL TO

Kent Kimmel
Neidigh Construction
2220 W. Vernal Pk.
Bloomington, IN 47404
Monroe

INVOICE # 1469

DATE 06/07/2018

DUE DATE 06/08/2018

TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Gutters:6" seamless gutters 1 story per foot	87	4.00	348.00
6" seamless gutters 1 story			
Gutters:Downspouts	56	4.00	224.00
3 X 4 Downspouts per foot			
Animal Shelter	BALANCE DUE		\$572.00

Dixon Coating Inc.
1117 14th Street
Columbus, IN 47201

Invoice

Date	Invoice #
5/21/2018	18002-3

Bill To
Neldigh Construction Attn: Accounts Payable 3410 S Walnut St. Bloomington In 47404

P.O. No.	Terms	Project
	Net 30	18002-3 Fill Work Phase 2

Quantity	Description	Rate	Amount
1	Additional fill work added on 2nd phase of animal shelter Bloomington	1,900.00	1,900.00
Thank you for your business.		Total	\$1,900.00

CHANGE REQUEST / ESTIMATE #22-revised

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

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

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

Date: 7/17/2018

ADD TO CONTRACT

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

	Material	Labor	Subcontractor	Total
Electrical revisions not shown on prints.				
ASI breaker change for EPUH-A			129.00	129.00
Install refrigerator receptacle - Room 129			213.66	213.66
Install sensor switches for Sally Port Lighting			640.00	640.00
Adding 120V circuit for booster fan			745.00	745.00
Add switch in room B121 for exhaust fan			146.00	146.00
Provide power for new dishwasher (ONCO#5)			1670.00	1,670.00
Add switch in rooms B112 and B107 for desposers			281.00	281.00
Project Management 3 hrs @	65.00		195.00	195.00
Administrative 1.5 hrs @	35.00		52.50	52.50
		247.50	3,024.66	4,072.16
Subcontractor - Markup 5%			2,100.66	191.25
Labor - Mark-up 15%				37.13
			4,300.52	2,408.14
Total				2,553.32

Add - 3 days ✓

Response By: Kent Kimmel
 Larry Neidigh

Date of Response: 07/17/2018

Accepted by:

Date of Acceptance:



Corporate Offices - Indianapolis, IN
317.843.0577 Fax 317.848.0364
800.878.0577
<http://www.gaylor.com>
FED ID# 20-3727689

REMIT TO:
5750 Castle Creek Pkwy N Drive
Suite 400
Indianapolis IN 46250



Invoice 219272

Bill to: Neldigh Constructin Corp 2220 West Vernal Pike Bloomington, IN 47404	Job: 02020027 Bloomington Animal Care 3410 South Walnut Street Bloomington, IN 47401
---	--

Invoice #: 219272	Date: 07/20/18	Customer P.O. #:
Payment Terms: NET 30	Salesperson:	
Customer Code: NEICON		

Remarks: Changes

Quantity	Description	U/M	Unit Price	Extension
	ASI 1 Breaker Changes for EPUH-A			129.00
	Refrigerator Receptical Rm129			213.66
	Sensor Switches for Sally Port Ltg			640.00
	120V Circuit for Booster Fan			745.00
	Switch in Room B121 Exhaust Fan			146.00
	Switch for Rm B112/B107 Desposr			281.00
			Subtotal:	2,154.66
			Total:	2,154.66

CP#1

GAYLOR

13-Jul-17

1

Kent Kimmel

Proposal: ASI 1 breaker changes for EPUH-A

Dear: Kent Kimmel

Gaylor Inc proposes to make the electrical installation and or revisions:

In accordance with the plans or preliminary information available
prior to our estimate, dated or on, 13-Jul-17

Included with our proposal is the attached electrical scope.

For a total of: **\$129.00**

Major packages will be ordered on acceptance of this proposal and approved submittals. Work will be
scheduled in accordance with your intended completion date. Should you have any questions
regarding our proposal, please feel free to call. Thank you for your consideration of Gaylor.
We look forward to meeting your electrical needs.

Sincerely,
Gaylor Inc

Jon Endris
Project Manager

PROPOSAL ACCEPTANCE:
ACCEPTED IN THE SUM OF: _____ THIS _____ DAY
OF _____, 20____.
FOR _____ BY _____
COMPANY NAME AUTHORITY NAME / TITLE

NOTE: THIS PROPOSAL IS VALID FOR 30 DAYS FROM PROPOSAL DATE PLEASE
SIGN AND RETURN - RETAIN A COPY FOR YOUR FILES

GAYLOR INC
1636 State Street, Suite D
Columbus, IN 47201
Phone: (812) 378-4145 Fax: (812) 378-4146

Page 2
13-Jul-17
1

SCOPE OF WORK FOR
ASI 1 breaker changes for EPUH-A

Alterations, Specifications, Remarks, Exceptions are as follows:

MATERIAL	\$46.20 (sales tax paid by Gaylor when purchased)
MATERIAL TOTAL	\$46.20
LABOR	\$71.50
LIFT RENTAL	\$0.00
SUBCONTRACT	\$0.00
TOTAL COST	\$117.70
OVERHEAD & PROFIT	\$11.77
SUB TOTAL	\$129.47
GRAND TOTAL	\$129

GAYLOR

CP#2

GAYLOR

12-Oct-17

4

Proposal: Install Refrigerator Receptacle in Room 129

Dear: Kent Kimmel

Gaylor Inc. proposes to make the electrical installation and or revisions:

In accordance with the plans or preliminary information available
prior to our estimate, dated or on: 12-Oct-17

Included with our proposal is the attached electrical scope.

For a total of:

Major packages will be ordered on acceptance of this proposal and approved submittals. Work will be
scheduled in accordance with your intended completion date. Should you have any questions
regarding our proposal, please feel free to call. Thank you for your consideration of Gaylor.
We look forward to meeting your electrical needs.

Sincerely,
Gaylor Inc.

Jon Endris
Project Manager

PROPOSAL ACCEPTANCE:
ACCEPTED IN THE SUM OF: _____ THIS _____ DAY
OF _____, 20_____.
FOR _____ BY _____
COMPANY NAME AUTHORITY NAME / TITLE

NOTE: THIS PROPOSAL IS VALID FOR 30 DAYS FROM PROPOSAL DATE PLEASE
SIGN AND RETURN - RETAIN A COPY FOR YOUR FILES

GAYLOR INC
1636 State Street, Suite D
12) 378-4145 fax (812) 378-4146

Columbus, IN 47201

Page 2
12-Oct-17
4

SCOPE OF WORK FOR:

Credit

Alterations, Specifications, Remarks, Exceptions are as follows:

MATERIAL	\$43.68
SALES TAX	\$3.06
MATERIAL TOTAL	\$46.74
LABOR	\$147.50
LIFT RENTAL	\$0.00
SUBCONTRACT	\$0.00
TOTAL COST	\$194.24
Mark-up (10%)	\$19.42
SUB TOTAL	\$213.66
GRAND TOTAL	

GALLER

CP# 3



15-Dec-17

3

Proposal: Install Sensor Switches for Sally Port Lighting

Dear: Kent Kimmel

Gaylor Inc. proposes to make the electrical installation and or revisions:

- x In accordance with the plans or preliminary information available prior to our estimate, dated or on: 15-Dec-17
- x Included with our proposal is the attached electrical scope.

For a total of: **\$640.00**

Major packages will be ordered on acceptance of this proposal and approved submittals. Work will be scheduled in accordance with your intended completion date. Should you have any questions regarding our proposal, please feel free to call. Thank you for your consideration of Gaylor. We look forward to meeting your electrical needs.

Sincerely,
Gaylor Inc.

Jon Endris
Project Manager

PROPOSAL ACCEPTANCE:
ACCEPTED IN THE SUM OF: _____ THIS _____ DAY
OF _____, 20_____.
FOR _____ BY _____
COMPANY NAME AUTHORITY NAME / TITLE

NOTE: THIS PROPOSAL IS VALID FOR 30 DAYS FROM PROPOSAL DATE PLEASE
SIGN AND RETURN - RETAIN A COPY FOR YOUR FILES

GAYLOR INC
1636 State Street, Suite D
12) 378-4145 fax (812) 378-4146

Columbus, IN 47201

Page 2
15-Dec-17
3

SCOPE OF WORK FOR:

Install Sensor Switches for lighting in Sally Port

Alterations, Specifications, Remarks, Exceptions are as follows:

A. The following items are included in our scope of work:

Provide and Run Conduit and Wire
Provide and install sensor switches next to doors

B. MATERIAL	\$281.88
SALES TAX	\$19.73
MATERIAL TOTAL	\$301.61
LABOR	\$280.50
LIFT RENTAL	\$0.00
SUBCONTRACT	\$0.00
TOTAL COST	\$582.11
Mark-up (10%)	\$58.21
SUB TOTAL	\$640.32
GRAND TOTAL	\$640

GAYLOR

OP #8



31-Oct-17

Proposal: Adding 120V Circuit for Booster Fan

Dear: Kent Kimmel

Gaylor Inc. proposes to make the electrical installation and or revisions:

- ✓ In accordance with the plans or preliminary information available prior to our estimate, dated or on: 31-Oct-17
- ✓ Included with our proposal is the attached electrical scope.

For a total of: **\$745.00**

Major packages will be ordered on acceptance of this proposal and approved submittals. Work will be scheduled in accordance with your intended completion date. Should you have any questions regarding our proposal, please feel free to call. Thank you for your consideration of Gaylor. We look forward to meeting your electrical needs.

Sincerely,
Gaylor Inc.

Jon Endris
Project Manager

PROPOSAL ACCEPTANCE:
 ACCEPTED IN THE SUM OF: _____ THIS _____ DAY
 OF _____, 20_____
 FOR _____ BY _____
 COMPANY NAME AUTHORITY NAME / TITLE

NOTE: THIS PROPOSAL IS VALID FOR 30 DAYS FROM PROPOSAL DATE PLEASE
SIGN AND RETURN - RETAIN A COPY FOR YOUR FILES

GAYLOR INC
1636 State Street, Suite D

Columbus, IN 47201

12) 378-4145 fax (812) 378-4146

Page 2
31-Oct-17
8

SCOPE OF WORK FOR:

Provide and Install Material

Alterations, Specifications, Remarks, Exceptions are as follows:

A. The following items are included in our scope of work:

Adding 120V Circuit for Booster Fan

B. MATERIAL	\$122.10
SALES TAX	\$8.55
MATERIAL TOTAL	\$130.65
LABOR	\$547.00
LIFT RENTAL	\$0.00
SUBCONTRACT	\$0.00
TOTAL COST	\$677.65
Mark-up (10%)	\$67.77
SUB TOTAL	\$745.42
GRAND TOTAL	\$745



03-Apr-18

CP#15

Proposal: Add switch in room B121 for exhaust fan

Dear: Kent Kimmel

Gaylor Inc. proposes to make the electrical installation and or revisions:

- x In accordance with the plans or preliminary information available prior to our estimate, dated or on: 03-Apr-18
- x Included with our proposal is the attached electrical scope.

For a total of:

~~\$145.00~~ 146.50

Major packages will be ordered on acceptance of this proposal and approved submittals. Work will be scheduled in accordance with your intended completion date. Should you have any questions regarding our proposal, please feel free to call. Thank you for your consideration of Gaylor. We look forward to meeting your electrical needs.

Sincerely,
Gaylor Inc.

Jon Endris
Project Manager

PROPOSAL ACCEPTANCE:
 ACCEPTED IN THE SUM OF: _____ THIS _____ DAY
 OF _____, 20_____
 FOR _____ BY _____
 COMPANY NAME AUTHORITATIVE NAME / TITLE

NOTE: THIS PROPOSAL IS VALID FOR 30 DAYS FROM PROPOSAL DATE PLEASE
SIGN AND RETURN - RETAIN A COPY FOR YOUR FILES

GAYLOR INC
1636 State Street, Suite D

Columbus, IN 47201

12) 378-4145 fax (812) 378-4146

Page 2
03-Apr-18
CP#15

SCOPE OF WORK FOR:

Providing and Installing Material

Alterations, Specifications, Remarks, Exceptions are as follows:

A. The following items are included in our scope of work:

Add switch in room B121 for exhaust fan

B. MATERIAL	\$29.85
SALES TAX	\$0.00
MATERIAL TOTAL	\$29.85
LABOR	\$103.00
LIFT RENTAL	\$0.00
SUBCONTRACT	\$0.00
TOTAL COST	\$132.85
Mark-up (10%)	\$13.29
SUB TOTAL	\$146.14
GRAND TOTAL	\$146

GAYLOR



03-Apr-18

CP#16

Proposal: Add switch in rooms B112 and B107 for Desposers

Dear: Kent Kimmel

Gaylor Inc. proposes to make the electrical installation and or revisions:

X In accordance with the plans or preliminary information available prior to our estimate, dated or on: 03-Apr-18

X Included with our proposal is the attached electrical scope.

For a total of:

~~\$285.00~~

281.00

Major packages will be ordered on acceptance of this proposal and approved submittals. Work will be scheduled in accordance with your intended completion date. Should you have any questions regarding our proposal, please feel free to call. Thank you for your consideration of Gaylor. We look forward to meeting your electrical needs.

Sincerely,
Gaylor Inc.

Jon Endris
Project Manager

PROPOSAL ACCEPTANCE:
ACCEPTED IN THE SUM OF: _____ THIS _____ DAY
OF _____, 20_____
FOR _____ BY _____
COMPANY NAME AUTHORITATIVE NAME / TITLE

NOTE: THIS PROPOSAL IS VALID FOR 30 DAYS FROM PROPOSAL DATE PLEASE
SIGN AND RETURN - RETAIN A COPY FOR YOUR FILES

GAYLOR INC
1636 State Street, Suite D

Columbus, IN 47201

(2) 378-4145 fax (812) 378-4146

Page 2
03-Apr-18
CP#16

SCOPE OF WORK FOR:

Providing and Installing Material

Alterations, Specifications, Remarks, Exceptions are as follows:

A. The following items are included in our scope of work:

Add switch in rooms B112 and B107 for Disposers

D. MATERIAL	\$49.47
SALES TAX	\$0.00
MATERIAL TOTAL	\$49.47
LABOR	\$206.00
LIFT RENTAL	\$0.00
SUBCONTRACT	\$0.00
TOTAL COST	\$255.47
Mark-up (10%)	\$25.55
SUB TOTAL	\$281.02
GRAND TOTAL	\$281

GAYLOR

CHANGE REQUEST / ESTIMATE #23

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

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

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

Date: 7/17/2018

ADD TO CONTRACT

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

	Material	Labor	Subcontractor	Total
HVAC work revision per R. E. Diamond				
Duct returns room A126 - 129			3520.00	3,520.00
Booster fan and work for dryer vent			2000.00	2,000.00
Project Management	2 hrs @	65.00	130.00	130.00
Administrative	1 hrs @	35.00	35.00	35.00
			165.00	5,685.00
Subcontractor - Markup 5%				276.00
Labor - Mark-up 15%				24.75
			Total	5,985.75

Add - 10 days

Response By: Kent Kimmel
 Larry Neldigh

Date of Response: 07/17/2018

Accepted by:

Date of Acceptance:



www.air-masterheatingandair.com
701 I Street
Bedford, IN 47421

Neidigh Construction
Bloomington, IN

INVOICE

Animal Care and Control Change orders

1. Duct Work Return needed for rooms A126-129

Materials.....	\$ 1,672.00
Labor for installation and building duct.....	\$ 1,848.00
Grand Total.....	\$ 3,520.00

- This return was not included in the original drawing
- It was noticed by the engineer and added as an after thought
- It was needed for fresh air



www.air-masterheatingandair.com
701 I Street
Bedford, IN 47421

Neidigh Construction
Bloomington, IN

INVOICE

Animal Care and Control Change orders

1. Booster fan and associated work for dryer vent

Material.....\$ 800.00
Booster Fan.....\$ 386.00
Labor to install fan.....\$ 814.00

Grand Total.....\$ 2,000.00

- This was needed due to the length of the drier vent piping
- The drier specifications called for a booster with given length of pipe

CHANGE REQUEST / ESTIMATE #24

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

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

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

Date: 7/17/2018

DEDUCT TO CONTRACT

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

	Material	Labor	Subcontractor	Total
Door security cable			-430.00	-430.00
Acrovyn wall coverings			-1990.00	-1,990.00
Project Management		2 hrs @ 65.00	130.00 65.00	130.00 65.00
Administrative		1 hrs @ 35.00	35.00	35.00
Labor - Mark-up 15%			485.00 100.00	2,255.00 24.75
			-2,420.00	-2,320.00
			Total	2,230.25 (-2,295.00)

Response By: Kent Kimmel
 Larry Neidigh

Date of Response: 07/17/2018

Accepted by:

Date of Acceptance:

PURCHASE ORDER

Neidigh Construction Corporation
2220 West Fountain Drive(formerly Vernal Pike)
Bloomington, IN 47404
Phone 812-334-0362
Fax: 812-334-3144

PO No: 17-06-37
Date: 01/24/2018
Phase & Activity No. 100/071
NCC PROJECT # 17-06
PROJECT NAME: Animal Care &
Control Shelter – Addition & Renovations

TO: Construction Specialties, Inc.
PO Box 416278
Boston, MA 02241-6278

SHIP TO: Animal Care & Control Shelter
3410 S. Walnut Street
Bloomington, IN 47401

Attn: Maureen Burns
Phone: 317-253-5248

Attn: **c/o Neidigh Construction Corp.
Notify 24 hours before shipping

Date Required: February 15, 2018
FOB Point:

Terms: As per plans and specifications
How Ship: Truck

Provide all material per plans and specifications sections 102601 – wall and corner protection and your quote # B79691_00 dated February 13, 2017 for the above project. All work is subject to the provisions of the contract documents including all addenda. Tax exempt project.

Quantity	Description	Unit Price	Total
Phase 1 - Base bid corner guards and acrovyn by design wall protection paneling			
9 ea	S/S corner guard, model CO8MOD, surface mounted, 16 ga. 304 alloy, 3/16 inch nose radius, construction adhesive for mounting,		
3 ea.	S/S corner guard, model SC08MOD, partition end, surface mounted, 16 ga. 304 alloy, 3/16 nose radius, construction adhesive for mounting.....		
4 ea.	Acrovyn by design 4000 wall covering, .040" thick sheet. Acrovyn interiors heavy duty water based mastic adhesive only supplied.....		
			\$ 1,990.00
Phase 1 – Base bid CS Acrovyn equivalent wall protection railing			
131 ft.	Acrovyn 4000 handrail, model HRB-4CN – "blunted shaped" profile with 1-1/2" gripping surface and a 5-1/2" face.		
60 ea.	Acrovyn 4000 end cap for model HRB-4CN.		
			\$ 1,467.00
Phase 2 – Add Alternate No. 2 –renovation work to existing building			
4 ea.	S/S corner guard, model CO8MOD, surface mounted, 16 ga., 304 alloy, 3/16 inch nose radius construction adhesive for mounting.....		
			\$ 93.00

P.O. AMOUNT \$ 3,640.00

PLEASE SUBMIT SHOP DRAWINGS FOR APPROVAL WITHIN 5 WORKING DAYS.

By: Jennifer Barto - CS #407326 3/5/18
Construction Specialties, Inc.
Print name & title Jennifer Barto, Senior RSSA

By: _____
Neidigh Construction Corporation
Larry Neidigh, President

SPECIAL INSTRUCTIONS: Please sign & return both copies within 5 days

NOTE: Failure to provide purchase order number on invoice will prompt a delay in payment.



15-Dec-17

4

Proposal: Credit for Door Security Cable

Dear: Kent Kimmel

Gaylor Inc. proposes to make the electrical installation and or revisions:

- x In accordance with the plans or preliminary information available prior to our estimate, dated or on: 15-Dec-17
- x Included with our proposal is the attached electrical scope.

For a total of: \$214.00

Per phone conversation with Kent + Gaylor (\$430.00)

Major packages will be ordered on acceptance of this proposal and approved submittals. Work scheduled in accordance with your intended completion date. Should you have any questions regarding our proposal, please feel free to call. Thank you for your consideration of Gaylor. We look forward to meeting your electrical needs.

Sincerely,
Gaylor Inc.

Jon Endris
Project Manager

PROPOSAL ACCEPTANCE:
 ACCEPTED IN THE SUM OF: _____ THIS _____ DAY
 OF _____, 20_____
 FOR _____ BY _____
 COMPANY NAME AUTHORITY NAME / TITLE

NOTE: THIS PROPOSAL IS VALID FOR 30 DAYS FROM PROPOSAL DATE PLEASE SIGN AND RETURN - RETAIN A COPY FOR YOUR FILES

GAYLOR INC
1636 State Street, Suite D

Columbus, IN 47201

12) 378-4145 fax (812) 378-4146

CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
AMENDED PROJECT REVIEW & APPROVAL FORM

Please Note:

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

To Be Completed by Requesting Party:

Project Name: Bloomington Animal Shelter Addition/Renovation

Project Managers: Adam Wason and Virgil Sauder

Project Description:

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

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

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

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

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

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

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

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

Project Timeline:

Start Date: September 2015
 End Date: October 2018

Financial Information:

Estimated full cost of project:	\$2,325,291.79
Sources of funds:	TIF Bond or Consolidated TIF
Construction Change Order 2	\$15,000
Construction Change Order 3	\$18,029.46
Construction Change Order 4	\$28,388.61
Construction Change Order 5	\$15,842.36
Construction Change Order 6	\$14,564.15

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

<u>Phase / Work to be Performed</u>	<u>Cost</u>	<u>Timeline</u>
1. Design	\$213,850	September 2015-March 2017
2. Construction	\$2,072,269.51	March 2017-August 2018
3. Wiring and Fiber Optic ²	\$31,660	December 2017-June 2018
4. Gate at Entrance	\$20,000	March 2017-January 2018
5. Conduit Installation	\$2,750	May 2017-July 2017
6. Utility Relocation	\$4,762.28	July 2017 – September 2017

TIF District: Consolidated TIF (South Walnut)/2015 TIF Bond

- Resolution History:**
- 15-48 Original Project Review and Approval Form
 - 15-99 Approval of Design Contract
 - 17-19 Approval of Construction Contract
 - 17-40 Conduit Installation
 - 17-44 Approval of Addendum to Design Contract
 - 17-49 Utility Relocation
 - 17-70 Approval of First Construction Change Order
 - 17-97 Approval of Cat 6 Wiring and Fiber Optic Extension
 - 18-11 Approval of Second Construction Change Order
 - 18-19 Approval of Third and Fourth Change Orders
 - 18-24 Approval of Fifth Change Order
 - 18-44 Approval of Sixth Change Order**
 - New Exterior Door and Trench Drains
 - New Soffit, Fascia, and downspouts, and level floor
 - Miscellaneous electrical items
 - Booster fan for commercial dryer vent and ductwork returns
 - Credit for not installing card reader and wall graphic

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

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

18-45
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

**APPROVAL OF PROJECT REVIEW AND APPROVAL FORM REGARDING
CONSULTANT FOR FOURTH STREET GARAGE**

WHEREAS, the City of Bloomington (“City”) has brought the Redevelopment Commission a Project Review & Approval Form (“Form”), which seeks the support of the RDC to hire a consultant to evaluate renovating and improving the Fourth Street Parking Garage (“Project”); and

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

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

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

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Mary Alice Rickert, Secretary

Date

**CITY OF BLOOMINGTON
REDEVELOPMENT COMMISSION
PROJECT REVIEW & APPROVAL FORM**

Please Note:

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

To Be Completed by Requesting Party:

Project Name: **4th Street Garage Improvement**

Project Manager: Jeff Underwood, Controller

Project Description:

This is a project to renovate and improve the 4th Street Parking Garage.

Project Timeline:

Start Date: September 2018

End Date:

Financial Information:

Estimated full cost of project:	\$200,000
Sources of funds:	Consolidated TIF / 2015 TIF Bond

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

Step	Description	Quoted Cost	Timeline
1.	Consultant	TBD	Sept. 2018 – Nov. 2018
2	Design	TBD	TBD
3	<u>Construction</u>	TBD	TBD

TIF District: Consolidated TIF (Downtown)/2015 TIF Bond

Resolution History: None to date

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____