

Bloomington Housing Authority Board Meeting Minutes

March 25, 2025

I. Call to Order

- Chair Amerson called to order the regular meeting of the Bloomington Housing Authority Board of Commissioners at 8:30 a.m. on Tuesday, March 25, 2025, in person at the Lindsey A. Smith Community Center, located at 1002 N Summit St., Bloomington, IN 47404.

II. Roll Call

Commissioners

- Elaine Amerson, Chair
- Sherry Clay, Vice Chair
- Tracee Lutes, Commissioner
- Nordia McNish, Commissioner
- Mary Morgan, Commissioner

Staff

- Nathan Ferreira, Executive Director
- Dhara Patel, Director of Finance
- Daniel Harmon, HCV Director
- Ryan Stills, Director of Real Estate
- Rhonda Moore, Capital Assets Manager
- Jessica Craig, Housing Stability Coordinator
- Christine Lovelace, Executive Assistant

Absent: Jerry Cravens, Commissioner; Susan Wanzer, Commissioner

Guests: Stephanie LaFontaine (City of Bloomington)

III. Approval of Minutes from the Last Meeting

- Chair Amerson started the meeting by celebrating Commissioner McNish, who had recently gained U.S. citizenship. Congratulations were given by the group.
- Chair Amerson also celebrated Vice Chair Clay for her appointment to the Legislative Network Committee of NAHRO.
- Vice Chair Clay moved to approve the February 2025 board meeting minutes, and Commissioner McNish seconded the motion. All were in favor, and none opposed. The motion was approved.

IV. Matters Arising from the Minutes

- None

V. Director's Report

- Executive Director Nathan Ferreira presented his Director's Report, which included development updates on RAD II Crestmont, Kohr Community Flats, and the Summit Hill CDC.
 - Arlington Commons
 - Two homes have been ordered in Arlington Commons. One home buyer is a single mother who makes \$40,000 per year. The ownership opportunities created for this family exemplify the impact this development hopes to have within our community.
 - The sale of the house that has already been built is being finalized.
 - A Fifth Third Bank meeting identified limits on the use of buyers' mortgages as construction loans.
 - RAD II Closing /Conversion
 - Nathan commented on how hard the staff have been working, especially Janice, Julia and Dhara, to complete the closing documents.
 - The closing is scheduled for this Friday, March 28th.
 - This will mark the conversion from construction lending to permanent lending.
 - Redstone is the Investor, Freddy Mac is the lender, and Chase is ending their relationship as the construction lender.
- Nathan presented his administrative updates, which included financials, human resources, the HCV Program, and property management.
 - Makayla Sims has rejoined BHA as the Maintenance Assistant.
 - Outreach and advocacy
 - Commissioner Wanzer, Commissioner Clay and Nathan Ferreira represented BHA in Washington D.C. at the NAHRO conference and advocacy work on The Hill. They met with:
 - Senator Young and Representative Hutchins
 - The staff of Senator Banks
 - The Continuing Resolution was signed, which was the best hope for BHA.
 - Nathan spoke about being proactive about the crime that seems to rise each year during seasons of warmer weather.
 - Crestmont Park and Illinois Court are the central locations of most issues.
 - He will be meeting with the Bloomington Police Chief and the Parks Department.
 - Housing Vouchers
 - BHA is going to be able to issue some new vouchers now that funding clarity has been offered.
 - Some are project-based vouchers, and some are personal vouchers.
 - Commissioner McNish asked how people are being contacted with the offer of a voucher.
 - Waitlist participants are contacted by first-class mail. It is the participant's responsibility to update their contact information.
 - If the participant supplies an email address, they are also contacted via email.
 - Commissioner McNish asked if everyone is trained to make all efforts to contact the waitlist families. Daniel Harmon answered that everyone involved in this

process makes every effort within the procedure to give waitlist participants the opportunity to reply.

- Housing Stability
 - Jessica Craig presented that there were no significant changes to report in participation numbers, but that much work is being done within the program.
 - There may be some families graduating out of the program soon.
 - The Community Development Block Grant is through the city. EHV funds may still be connected to Covid, so Jessica is collecting data on the impact of Covid on participant housing situations.
 - Many households were greatly impacted and still continue to be.
 - Commissioner McNish asked about the tools we are using to strengthen relationships with landlords.
 - Once funding is secured, surveys will be sent to current landlords and those who have not participated yet to gauge needs, interest, etc.
 - Jessica also engages property managers to ensure they will refer tenants to the program.
- Nathan completed his report with an update on Resident Services and recognized Janice, Julia and Dhara for their tireless work on the RAD II closing.

VI. Financial Statements

- Finance Director Dhara Patel provided written Financial Statements for February 2025, which included revenue and expenditures for Bloomington RAD I (Reverend Butler and Walnut Woods), Bloomington RAD II (Crestmont), the Housing Choice Voucher Program (HCVP), and the Central Office Cost Center (COCC).
 - Commissioner McNish asked about the overall health of the organization.
 - Dhara and Nathan confirmed that BHA is in good financial standing.
 - RAD II has the tightest margins.
- Commissioner Lutes moved to approve the 2025 Budget, and Vice Chair Clay seconded the motion. All were in favor, and none opposed. The motion was approved. (See resolution 2025.03-01 below)

VII. Unfinished Business

- **Assets Management Report**
 - Capital Assets Manager Rhonda Moore presented the report, which included an update on the Chandler Early Learning Center, Kohr building, Solar panel projects, office renovations, internet, and garden sheds.
 - CGR Services donated a shed and put it on a concrete pad for Crestmont Community garden area.
 - BCM donated a shed for Walnut Woods.
 - Asbestos removal is needed at the Kohr building.
 - Chair Amerson asked about the break-in at the Kohr building.

- Rhonda stated that there was no major damage, but the area was vandalized, a drill was stolen, and a fire extinguisher was set off.
 - The building is secured now, and no items of value are being left in the building at night.
- **Consulting and Shared Service Agreement between Bloomington Housing Authority (BHA) and Summit Hill Community Development Corporation (SHCDC)**
 - The SHCDC Board was present for this discussion.
 - This agreement spells out where the Developer Fees are held and how they are paid between BHA and SHCDC.
 - Some BHA staff will work on the SHCDC projects and, therefore, will need to be paid from those funds. SHCDC holds the funds, and BHA bills SHCDC for any work that staff do on behalf of SHCDC.
 - These Developer Fees are not part of BHA’s work with HUD, so holding these fees within SHCDC distinguishes them as part of development programs.
 - Pre-development takes many years, so planning will begin on new projects shortly.
 - Nickson Peabody Law Firm drew up the agreement. They work nationally with PHAs, like ours, that have other entities.
 - Director Calender-Anderson asked whether the amount stated was a flat monthly fee or a “not-to-exceed” limit.
 - This is an estimated monthly fee based on a 10-year plan.
 - Director Riou stated that he agreed that, given the current climate, it is a smart move to hold the money in the nonprofit.

VIII. New Business

- No new business was brought forward.

IX. Reports of Committees

- There were no committee reports this month.

X. Resolutions

- **2025.03-01: Budget 2025**
 - See discussion notes in the Financial Statements section.
 - Commissioner Lutes moved to approve the resolution, and Vice Chair Clay seconded the motion. All were in favor, and none opposed. The resolution was approved.
- **2025.03-02: Conflict of Interest for Tracee Lutes**
 - Nathan Ferreira presented this resolution and explained that it is required because he will be hiring Commissioner Tracee Lutes as his realtor to purchase a home.
 - Commissioner Clay moved to approve the resolution, and Commissioner Morgan seconded the motion. Commissioner Lutes abstained from voting. All were in favor, and none opposed. The resolution was approved.

- **2025.03-03: BHA & SHCDC Consulting and Shared Services Agreement**
 - See discussion notes in the Unfinished Business section.
 - Commissioner Clay moved to approve the resolution, and Commissioner McNish seconded the motion. All were in favor, and none opposed. The resolution was approved.

- **2025.03-04: RAD II Permanent Conversion**
 - The closing was discussed as part of the Director's Report.
 - Commissioner McNish moved to approve the resolution, and Commissioner Clay seconded the motion. All were in favor, and none opposed. The resolution was approved.

XI. Other Business

- No other business was brought forward.

XII. Adjournment

- Commissioner Lutes moved to adjourn the meeting, and Commissioner Morgan seconded the motion. All were in favor, and none opposed. The motion was approved.
- The meeting adjourned at 9:07 a.m.

Respectfully submitted by: Christine Lovelace, Executive Assistant

Approved by:

Resolution 2025.03-01

TO APPROVE THE BLOOMINGTON HOUSING AUTHORITY OPERATING BUDGET FOR FISCAL YEAR 2025

Whereas, In accordance with the applicable regulations promulgated by the United States Department of Housing and Urban Development (HUD), the Bloomington Housing Authority (BHA) is required to approve the agency's Operating Budget prior to the beginning of the fiscal year; and,

Whereas, A proposed Operating Budget for Fiscal Year 2025 in the amount of \$ 18,835,108.49 has been presented to the Board of Commissioners for its review and approval;

NOW, THEREFORE BE IT RESOLVED by The Board of Commissioners of the Housing Authority of The City of Bloomington, IN, on March 25, 2025, that Resolution 2025.03-01 is approved.



Elaine Amerson, Chair




Sherry Clay, Vice Chair


Jerry Cravens, Commissioner



Tracee Lutes, Commissioner



Nordia McNish, Commissioner



Mary Morgan, Commissioner

Susan Wanzer, Commissioner



Nathan Ferreira, Secretary/Treasurer

Resolution 2025.03-02

ACCEPTANCE OF PUBLIC SERVANT'S CONFLICT OF INTEREST

- Whereas,** Commissioner Tracee Lutes, is employed by RE/MAX Acclaimed Properties; and,
- Whereas,** Nathan Ferreira, Executive Director of the Bloomington Housing Authority (BHA) desires to hire RE/MAX Acclaimed Properties for realtor services; and,
- Whereas,** BHA acknowledges that Tracee Lutes' employment with RE/MAX Acclaimed Properties may result in an ascertainable increase in income or net worth of Tracee Lutes or a dependent of Tracee Lutes; and,
- Whereas,** Tracee Lutes submitted the attached Conflict of Interest Disclosure Statement to the BHA.
- Section 1.** The attached disclosure was submitted to and reviewed by the BHA, and the BHA now accepts the disclosure in full.

NOW, THEREFORE BE IT RESOLVED by The Board of Commissioners of the Housing Authority of The City of Bloomington, IN, on March 25, 2025, that Resolution 2025.03-02 is approved.



Elaine Amerson, Chair

Jerry Cravens, Commissioner



Nordia McNish, Commissioner

Susan Wanzer, Commissioner



Sherry Clay, Vice Chair



Tracee Lutes, Commissioner



Mary Morgan, Commissioner



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Tracee Lutes

2. **Title or Position With Governmental Entity:** Board Commissioner

3. a. **Governmental Entity:** Bloomington Housing Authority

b. **County:** Monroe

4. **This statement is submitted (check one):**

a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or

b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.

5. **Name(s) of Contractor(s) or Vendor(s):** Re/Max Acclaimed Properties

6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*

Tracee Lutes, BHA Commissioner, is owner of Re/Max Acclaimed Properties. Nathan Ferreira, BHA Executive Director, has contracted with Tracee Lutes for realty services to sell his house and purchase a house.

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

Tracee Lutes' employment with RE/MAX Acclaimed Properties may result in an ascertainable increase in income or net worth of Tracee Lutes or a dependent of Tracee Lutes by providing realtor services to Nathan Ferreira. This business arrangement is separate from the business of BHA.

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

Bloomington Housing Authority and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

Date Submitted *(month, day, year)*

Date of Action on Contract or Purchase *(month, day, year)*

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____
(Signature of Public Servant)

Date: 3-25-25
(month, day, year)

Printed Name: Tracee Lutes
(Please print legibly.)

Email Address _____

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

Resolution 2025.03-03

A RESOLUTION APPROVING THE BLOOMINGTON HOUSING AUTHORITY'S EXECUTION AND DELIVERY OF A CONSULTING AND SHARED SERVICES AGREEMENT WITH SUMMIT HILL COMMUNITY DEVELOPMENT CORPORATION

Whereas, The Bloomington Housing Authority (the "Authority") intends to enter into a Consulting and Shared Services Agreement with Summit Hill Community Development Corporation, an Indiana nonprofit corporation, attached hereto as Exhibit A (the "Consulting Agreement").

BE IT RESOLVED by the Board of Commissioners of the Authority:

Section 1. The foregoing "WHEREAS" clauses and the actions referenced therein are hereby ratified and confirmed as being true and correct and hereby incorporated herein.

Section 2. The Board of Commissioners of the Authority hereby ratifies, confirms and approves in all respects the Consulting Agreement.

Section 3. The Board of Commissioners of the Authority hereby approves the Consulting Agreement and hereby authorizes the Executive Director of the Authority and such officers and employees of the Authority as the Executive Director shall designate (each, an "Authorized Officer" and, together, the "Authorized Officers") to execute and deliver on behalf of the Authority such other documents, instruments, assignments, certificates, affidavits and agreements in the name of or on behalf of the Authority that may, in the reasonable discretion of the Authorized Officers, be necessary, advisable or appropriate in connection with the Authority entering into the Consulting Agreement.

Section 4. The Authorized Officers are hereby authorized and directed to take, on behalf of the Authority, all further actions that may, in the reasonable discretion of the Authorized Officers, be necessary, advisable or appropriate in connection with the Consulting Agreement.

Section 5. The Board of Commissioners of the Authority hereby ratifies, confirms and approves all lawful actions taken by the Executive Director or other officers, employees or commissioners of the Authority, and all lawful papers and documents executed by any of the foregoing on behalf of the Authority where such actions, papers or documents effectuate the intent of this Resolution and the consummation of the transactions and matters set forth herein.

NOW, THEREFORE BE IT RESOLVED by The Board of Commissioners of the Housing Authority of The City of Bloomington, IN, on March 25, 2025, that Resolution 2025.03-03 is approved.



Elaine Amerson, Chair




Sherry Clay, Vice Chair

Jerry Cravens, Commissioner



Tracee Lutes, Commissioner



Nordia McNish, Commissioner



Mary Morgan, Commissioner

Susan Wanzer, Commissioner



Nathan Ferreira, Secretary/Treasurer

Exhibit A

CONSULTING AGREEMENT

(See Attached.)

CONSULTING AND SHARED SERVICES AGREEMENT

This Consulting and Shared Services Agreement (this "**Agreement**") is made as of this ___ day of March 2025, by and between BLOOMINGTON HOUSING AUTHORITY, a public body corporate and politic organized and existing under the laws of the State of Indiana (the "**Authority**"), and SUMMIT HILL COMMUNITY DEVELOPMENT CORPORATION, an Indiana nonprofit corporation (the "**Corporation**").

PREAMBLE

A. The Corporation is a nonprofit corporation established to: (i) foster low-income housing in and around Bloomington, Indiana, and the surrounding community served by the Authority and (ii) for other appropriate purposes.

B. The Corporation intends to participate in the development, ownership, operation and/or management of low-income affordable rental communities located in and around Bloomington, Indiana (collectively, the "**Developments**").

C. The Corporation may be appointed as the developer, operator and/or manager for the Authority on its future low-income and affordable housing development efforts.

D. The Authority employs skilled individuals involved in the provision of accounting, legal, housing and tenant services, project management, construction and development, insurance and other services.

E. The Corporation requires that skilled individuals perform the services that the Corporation will perform: (i) for itself, (ii) on behalf of the owners of the Developments (collectively, the "**Owners**") and (iii) to further the Authority's low-income and affordable housing development efforts.

F. The Corporation and the Authority recognize the value to be derived from the Developments and the Authority's low-income and affordable housing development efforts (collectively, the "**Projects**") through this Agreement under which the Authority will make available certain employees to provide services to the Corporation, all upon the terms and subject to the conditions set forth herein.

AGREEMENT

In consideration of the mutual promises set forth herein and with the foregoing recitals hereby incorporated, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Services to be Provided by the Authority. The Authority shall provide the following services on behalf of the Corporation (collectively, the "**Services**"), provided, however, that if the performance of any of the Services is outside the scope of experience or expertise of the Authority's personnel, the Authority shall promptly notify the Corporation of its lack of ability and capacity to complete those specific Services.

(a) Personnel Services; Activity Reports. The Authority shall provide qualified personnel, including property management and maintenance personnel, to perform all of the Services required by this Agreement, including any Specialized Services (as defined in Section 2). The Authority shall be responsible for hiring such employees, directing work of employees, maintaining employee records, payment of employee compensation (including, as applicable and without limitation, withholding

of income taxes and payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits), and complying with all applicable employment laws. The Authority shall cause its personnel to maintain activity reports or such other documentation necessary to account for all time and resources spent in performance of the Services and any Specialized Services, including the nature of the task and Project name and type.

(b) Accounting and Recordkeeping Services. The Authority shall provide accounting and recordkeeping services including, but not limited to:

(i) establishing and maintaining the books and records for the operations of the Corporation and of the Projects, including accounts receivable, accounts payable, bank accounts, payroll processing, budgeting, tax filings and returns and state and local filings and returns;

(ii) preparing reports, including rent collection, rent delinquency, financial statements, budget variances and operating reports; and

(iii) assembling and retaining all contracts, agreements, accurate as-built plans and other records and data as may be necessary to carry out the Corporation's and/or the Owners' functions. Without limiting the foregoing, the Authority will prepare, accumulate and furnish to the Corporation and the appropriate governmental authorities, as necessary, data and information sufficient to identify the market value of improvements in place as of each real property tax lien date, and will apply for appropriate exclusions from the capital costs of the Projects for purposes of real property ad valorem taxes.

(c) Purchasing Services. The Authority shall provide account services including coordination of the acquisition and maintenance of necessary supplies, equipment and materials needed for the day-to-day operation of the Corporation and the Projects.

(d) Office Services. The Authority shall provide office services including clerical, mailroom, copy, facsimile and e-communication services. Such office services shall further include the provision of office space, utilities, telephone, paper and other materials needed by the Corporation.

(e) Information Services. The Authority shall provide information services including computer and information processing services.

(f) Legal Compliance Services. The Authority shall take all reasonable steps to enable the Corporation, the Projects and the Owners to comply with all applicable present and future laws, ordinances, orders, rules, regulations and requirements (hereinafter, the "**Applicable Laws**") of all federal, state and municipal governments, courts, departments, commissions, boards and offices, any national or local Board of Fire Underwriters or Insurance Services Offices having jurisdiction in the county in which the Projects are located or any other body exercising functions similar to those of any of the foregoing, or any insurance carriers providing any insurance coverage.

2. Specialized Services to be Provided by the Authority upon Request and Mutual Agreement. Upon reasonable notice and at the request of the Corporation, the Authority from time to time may agree to provide any of the following services (the "**Specialized Services**") on behalf of the Corporation, provided, however, that if the performance of any of the Specialized Services is outside the scope of experience or expertise of the Authority's personnel, or is otherwise impracticable, the Authority shall promptly notify the Corporation of its lack of ability and capacity to complete those Specialized Services, and the Authority shall have no obligation to provide such Specialized Services.

(a) Maintenance Services. The Authority may provide maintenance services including maintenance and preventative maintenance on both the interior and exterior areas of the Projects.

(b) Procurement Services. The Authority may procure co-developer(s), engineers, architects, consultants and other professional services necessary to manage or develop the Projects.

(c) Financing Services. The Authority may advise the Corporation as to federal, state and local subsidy programs available for the development of the Projects; assist the Corporation in identifying sources of construction, modernization, rehabilitation and/or renovation financing for the Projects and negotiate the terms of such financing with lenders.

(d) Project Development Services. The Authority may establish and implement appropriate administrative and financial controls for the design, construction, modernization, rehabilitation and/or renovation of the Projects, including but not limited to:

(i) negotiation and administration of any contracts on behalf of the Corporation, the Owners and/or the Authority, as the case may be;

(ii) coordination and administration of the Projects' co-developer, architect, the general contractor and other contractors, professionals and consultants employed in connection with the design, construction, modernization, rehabilitation and/or renovation of the Projects;

(iii) participation in conferences and the rendering of such advice and assistance as will aid in developing economical, efficient and desirable design, construction, modernization, rehabilitation and/or renovation procedures;

(iv) rendering the advice and recommendations as to the selection of subcontractors and suppliers;

(v) reviewing and submitting to the Corporation for approval all requests for payments including, but not limited to: architectural agreements, general contractor agreements, construction management agreements or any loan agreements providing funds for the benefit of the Projects for the design, construction, modernization, rehabilitation and/or renovation of any improvements;

(vi) inspecting the progress of the course of construction, modernization, rehabilitation and/or renovation of the Projects, including verifying the materials and labor being furnished to and on such construction, modernization, rehabilitation and/or renovation, so as to be fully competent to enable the Corporation to approve or disapprove requests for payment certified by the architect, the general contractor and/or any other parties with respect to the design, construction, modernization, rehabilitation and/or renovation of the Projects;

(vii) verifying that construction, modernization, rehabilitation and/or renovation is being carried out in accordance with the documents governing the Project (the "**Project Documents**") or, in the event construction, modernization, rehabilitation and/or renovation is not being so carried out, promptly notifying the Corporation;

(viii) keeping the Corporation fully informed on a regular basis of the progress of the design, construction, modernization, rehabilitation and/or renovation of the Projects, including the

preparation of such reports as are provided for herein or as may reasonably be requested by the Corporation and which are of a nature generally requested or expected on similar Projects;

(ix) reviewing and submitting to the Corporation for approval any notices of completion required or permitted to be filed upon the completion of any improvement(s), and taking such actions as may be required to obtain any certificates of occupancy or equivalent documents required to permit the occupancy of the Projects;

(x) submitting any suggestions or requests for changes which could in any reasonable manner improve the design, efficiency or cost of the Projects;

(xi) applying for and maintaining in full force and effect any and all governmental permits and approvals required for the lawful construction, modernization, rehabilitation and/or renovation of the Projects, and complying with all terms and conditions applicable to the Projects contained in any governmental permit or approval required or obtained for the lawful construction, modernization, rehabilitation and/or renovation of the Projects, or in any insurance policy affecting or covering the Projects, or in any surety bond obtained in connection with the Projects;

(xii) providing low-income housing tax credit services for the Projects, including tenant employment verification, income verification, tax credit certifications, tax credit reporting, maximum rent calculations and tax credit record maintenance;

(xiii) furnishing such consultation and advice relating to the Projects as may be reasonably requested from time to time by the Corporation;

(xiv) performing on behalf of the Corporation all obligations of the Corporation with respect to the design, construction, modernization, rehabilitation and/or renovation of the Projects contained in any loan agreement or security agreement in connection with the Projects, or in any agreement entered into with any third party, governmental body or agency relating to the Projects;

(xv) preparing and distributing a critical path schedule and periodic updates thereto as necessary to reflect any material changes, but in any event not less frequently than quarterly, and other design, construction, modernization, rehabilitation and/or renovation cost estimates as required;

(xvi) obtaining and maintaining insurance coverage for the Projects, the Owners and the Corporation in accordance with the insurance requirements and liability amounts set forth in the Project Documents, including general public liability insurance covering claims for personal injury (including but not limited to bodily injury) or property damage (occurring in or upon the property or the streets, passageways, curbs and vaults adjoining the Projects);

(xvii) accomplishing the timely completion of the Projects in accordance with the construction contract, the plans and specifications and the other Project Documents;

(xviii) coordinating and administering the design, construction, modernization, rehabilitation and/or renovation of all interior tenant improvements, to the extent required under any leases or other occupancy agreements, to be constructed or furnished by the Corporation with respect to the initial leasing of space in the Projects, whether involving building standard or non-building standard work; and

(xix) implementing any decisions of the Corporation in connection with the design, development, construction, modernization, rehabilitation and/or renovation of the Projects or any policies and procedures relating thereto.

(e) Tenant Services. The Authority may provide tenant services for the Projects, including without limitation application intake, applicant interviewing and screening, verification procedures, determination of eligibility for admission, qualification for preferential admission, tenant records and file maintenance, unit assignment, preparation and enforcement of leases and tenant counseling.

(f) Other Services. The Authority may perform and administer all other services and responsibilities of the Corporation, which are set forth in any other provisions of this Agreement, or which are requested to be performed by the Corporation and are within the general scope of the Services and/or Specialized Services described herein. Such services may include, without limitation, management, executive services, personnel and staffing, marketing of units, maintaining a site-based waiting list, applicant rejections, collecting and accounting for rents, collecting, depositing and reimbursing security deposits, conducting unit inspections, conducting orientation sessions, performing re-determinations of eligibility and income re-certifications, administering the tenant grievance procedure and complying with income tiering requirements.

3. Fee. For each Project that the Authority provides Services and Specialized Services to the Corporation, the Corporation shall pay to the Authority a monthly fee of \$2,282.62, and such fee, in the aggregate, shall not exceed thirty percent (30%) of any developer fee that the Corporation receives for such Project (the "Fee"). The parties shall revisit the Fee for each Project to adjust the same based on the use of the Services and Specialized Services.

4. Limitations and Restrictions. Notwithstanding any provisions of this Agreement, the Authority shall not take any action, expend any sum, make any decision, give any consent, approval or authorization or incur any obligation with respect to any of the following matters unless and until the same has been approved by the Corporation:

(a) Approval of all construction, modernization, rehabilitation, renovation and architectural contracts and all architectural plans, specifications and drawings prior to the construction and/or alteration of any improvements contemplated thereby, except for such matters as may be expressly delegated in writing to the Authority by the Corporation;

(b) Any proposed change in the work of the construction, modernization, rehabilitation, renovation of a Project, or in the plans and specifications therefor as previously approved by the Corporation (including any addenda thereto), or in the cost thereof, or the time schedule for construction, modernization, rehabilitation, and/or renovation or any other change which would affect the design, cost, value or quality of a Project, except for such matters as may be expressly delegated in writing to the Authority by the Corporation;

(c) Making any expenditure or incurring any obligation by or on behalf of each respective Project involving a sum in excess of \$25,000, or involving a sum of more than \$5,000 where the same relates to a component part of any work the combined cost of which exceeds \$25,000, except for such matters as may be otherwise expressly delegated to the Authority by the Corporation; or

(d) Expending more than what the Authority in good faith believes to be the fair and reasonable market value at the time and place of contracting for any goods purchased or leased or services engaged on behalf of, or otherwise in connection with, the Projects.

5. Accounts and Records.

(a) The Authority shall keep such books of account and other records as may be required and approved by the Corporation, including, but not limited to, records relating to the costs of construction and expenditures of funds. The Authority shall keep vouchers, statements, receipted bills and invoices and all other records, in the form approved by the Corporation, covering all collections, if any, disbursements and other data in connection with the Projects prior to completion. All accounts and records relating to the Projects, including all correspondence, shall be surrendered to the Corporation upon demand without charge therefor.

(b) The Authority shall cooperate with the Owners to facilitate the timely preparation by the Owners of such reports and financial statements as the Owners are required to furnish pursuant to their respective Operating Agreements or Agreements of Limited Partnership.

(c) All books and records prepared or maintained by the Authority shall be kept and maintained at all times at the place or places approved by the Corporation, and shall be available for and subject to audit, inspection and copying by the Owners, the Corporation or any representative or auditor thereof or supervisory or regulatory authority.

6. Representations and Warranties.

(a) Each party represents and warrants to the other party that:

(i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of the State of Indiana;

(ii) it has the full right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to perform its obligations hereunder;

(iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and

(iv) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

(b) The Authority represents and warrants to the Corporation that:

(i) it shall perform the Services and any Specialized Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and

(ii) it is in compliance with and shall perform the Services and any Specialized Services in compliance with, all Applicable Laws.

7. Default and Remedies. If either party shall default in any material respect in the performance of any of its covenants or obligations under this Agreement and such default shall continue unremedied for a period of 60 days after written notice thereof from the non-defaulting party, the non-defaulting party may terminate this Agreement.

8. Notices. All notices, consents, requests, demands and other communications required or permitted under this Agreement: (a) will be in writing; (b) will be sent by messenger, certified or registered U.S. mail, a reliable express delivery service or telefacsimile or e-mail (with a copy sent by one of the foregoing means), charges prepaid as applicable, to the appropriate address(es) or number(s) set forth below and (c) will be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (i) a receipt executed by the addressee (or a responsible person in his or her office), the records of the person delivering such communication or a notice to the effect that such addressee refused to claim or accept such communication, if sent by messenger, U.S. mail or express delivery service, or (ii) a receipt generated by the sender's telecopier or computer showing that such communication was sent to the appropriate number or e-mail address on a specified date, if sent by telefacsimile or e-mail. All such communications will be sent to the following addresses or numbers, or to such other addresses or numbers as any party may inform the others by giving five business days' prior notice:

If to the Authority:

Bloomington Housing Authority
1007 N Summit Street, Bloomington, IN 47404
Attn: Nathan Ferreira, Executive Director
Phone: (812) 339-3491

If to the Corporation:

Summit Hill Community Development
Corporation
1007 N Summit Street, Bloomington, IN
47404
Attn: _____
Phone: (812) 339-3491

9. Term; Termination. This Agreement shall be effective as of the date first written above and shall continue until either party terminates this Agreement, upon ten days written notice to the other party.

10. Independent Contractor. The parties agree that the Authority is an independent contractor, and its personnel are employees of the Authority and shall not be deemed to be and shall not hold itself out as an agent, joint venturer, legal representative or employee of the Corporation.


11. Miscellaneous. This Agreement: (a) may be amended only by a writing signed by each of the parties; (b) may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; (c) contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (d) shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Indiana, without regard to its conflict of laws principles and (e) shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns. The waiver by a party of any breach or violation of any provision of this Agreement shall not operate or be construed a waiver of any subsequent breach or violation hereof.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE
TO
CONSULTING AND SHARED SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

BLOOMINGTON HOUSING AUTHORITY,
a public body corporate and politic

By: 
Nathan Ferreira, Executive Director

SUMMIT HILL COMMUNITY DEVELOPMENT
CORPORATION, an Indiana nonprofit corporation

By: 
Nathan Ferreira, Executive Director

Resolution 2025.03-04

AUTHORIZING CRESTMONT RAD II PERMANENT FINANCING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE RELATED DOCUMENTS ON BEHALF OF THE BLOOMINGTON HOUSING AUTHORITY AND AFFILIATE ENTITIES

- Whereas,** The Housing Authority of the City of Bloomington, Indiana (the "Housing Authority") and Bloomington RAD II, LP (the "Project Owner") have previously successfully converted the former public housing complex commonly known as "Crestmont" to Project-Based Voucher assistance in connection with the U.S. Department of Housing and Urban Development programs known as Section 18 and the RAD program (the "RAD Conversion") utilizing, among other sources, a construction loan in the approximate amount of \$30,000,000.00 from the City of Bloomington, Indiana (the "Construction Loan");
- Whereas,** The Construction Loan is converting to permanent financing in an amount equal to approximately \$13,603,000.00 (the "Permanent Financing"), which permanent loan conversion includes, without limitation, a partial paydown, an amendment and restatement of initial loan documents, satisfaction of certain conditions and an acquisition of the loan by the Federal Home Loan Corporation ("Freddie Mac");
- Whereas,** In connection with the Permanent Financing, the Housing Authority's co-development partner, Brinshore Development, L.L.C., shall be withdrawing its ownership interest in Bloomington RAD II Manager, LLC, the general partner of the Project Owner, as originally contemplated during the closing on the RAD Conversion (the "Brinshore Withdrawal"); and
- Whereas,** As a condition of acquiring the permanent loan, Freddie Mac requires that the Housing Authority provide a payment and performance guaranty in connection with the Permanent Financing (the "Guaranty");
- Whereas,** The Housing Authority remains committed to operating decent, safe and affordable housing with tools available to it to preserve its housing stock.

BE IT RESOLVED, that the Board of Commissioners of the Housing Authority hereby adopts this Resolution (i) to authorize the Permanent Financing, (ii) to authorize the Housing Authority to provide the Guaranty, (iii) to authorize Nathan Ferreira, the Executive Director of the Housing Authority, on behalf of the Housing Authority, to undertake the below listed actions to enable the closing of the Permanent Financing and (iv) to affirm that any such actions heretofore taken by the Housing Authority or by the Executive Director related to the transactions contemplated by these resolutions are hereby approved and ratified:

- Section 1.** Execute all agreements, instruments and documents related to the Permanent Financing, including without limitation, the Guaranty, security documents, such as mortgages and other security agreements and appropriate other guaranties and/or environmental indemnities, subordinations, and any termination and amendment of existing encumbrances, certifications, other appropriate documents in connection with the foregoing, and other such documents the Executive Director deems appropriate, all upon such terms as consistent with these resolutions and as deemed appropriate to the Executive Director;
- Section 2.** Enter into any agreements or amendments necessary to facilitate and effectuate the Brinshore Withdrawal, all upon such terms as consistent with these resolutions and as deemed appropriate to the Executive Director; and
- Section 3.** Enter into any other necessary and appropriate documents to accomplish the transactions herein contemplated, and to take any and all such further actions he deems necessary or appropriate effectuate the transactions herein contemplated, all upon such terms as consistent with these resolutions and as deemed appropriate to the Executive Director.

It is found and determined that all formal action of the Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Commissioners following required Resident meetings and local jurisdiction approval.

NOW, THEREFORE BE IT RESOLVED by The Board of Commissioners of the Housing Authority of The City of Bloomington, IN, on March 25, 2025, that Resolution 2025.03-04 is approved.




Elaine Amerson, Chair




Sherry Clay, Vice Chair


Jerry Cravens, Commissioner



Tracee Lutes, Commissioner




Nordia McNish, Commissioner



Mary Morgan, Commissioner

Susan Wanzer, Commissioner



Nathan Ferreira, Secretary/Treasurer

Resolution 2025.03-04

I, Elaine Amerson, the Board Chair of the Housing Authority of the City of Bloomington, Indiana ("BHA") do hereby certify that the forgoing resolutions were approved, passed and adopted by the Board of Commissioners of BHA at a regular meeting of the Board of Commissioners held on March 25, 2025 where a quorum was present.

A rectangular grey box redacting the signature of Elaine Amerson.

Elaine Amerson, Chair

Resolution 2025.03-04

AUTHORIZING CRESTMONT RAD II PERMANENT FINANCING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE RELATED DOCUMENTS ON BEHALF OF THE BLOOMINGTON HOUSING AUTHORITY AND AFFILIATE ENTITIES

- Whereas,** The Housing Authority of the City of Bloomington, Indiana (the "Housing Authority") and Bloomington RAD II, LP (the "Project Owner") have previously successfully converted the former public housing complex commonly known as "Crestmont" to Project-Based Voucher assistance in connection with the U.S. Department of Housing and Urban Development programs known as Section 18 and the RAD program (the "RAD Conversion") utilizing, among other sources, a construction loan in the approximate amount of \$30,000,000.00 from the City of Bloomington, Indiana (the "Construction Loan");
- Whereas,** The Construction Loan is converting to permanent financing in an amount equal to approximately \$13,603,000.00 (the "Permanent Financing"), which permanent loan conversion includes, without limitation, a partial paydown, an amendment and restatement of initial loan documents, satisfaction of certain conditions and an acquisition of the loan by the Federal Home Loan Corporation ("Freddie Mac");
- Whereas,** In connection with the Permanent Financing, the Housing Authority's co-development partner, Brinshore Development, L.L.C., shall be withdrawing its ownership interest in Bloomington RAD II Manager, LLC, the general partner of the Project Owner, as originally contemplated during the closing on the RAD Conversion (the "Brinshore Withdrawal"); and
- Whereas,** As a condition of acquiring the permanent loan, Freddie Mac requires that the Housing Authority provide a payment and performance guaranty in connection with the Permanent Financing (the "Guaranty");
- Whereas,** The Housing Authority remains committed to operating decent, safe and affordable housing with tools available to it to preserve its housing stock.

BE IT RESOLVED, that the Board of Commissioners of the Housing Authority hereby adopts this Resolution (i) to authorize the Permanent Financing, (ii) to authorize the Housing Authority to provide the Guaranty, (iii) to authorize Nathan Ferreira, the Executive Director of the Housing Authority, on behalf of the Housing Authority, to undertake the below listed actions to enable the closing of the Permanent Financing and (iv) to affirm that any such actions heretofore taken by the Housing Authority or by the Executive Director related to the transactions contemplated by these resolutions are hereby approved and ratified:

- Section 1.** Execute all agreements, instruments and documents related to the Permanent Financing, including without limitation, the Guaranty, security documents, such as mortgages and other security agreements and appropriate other guaranties and/or environmental indemnities, subordinations, and any termination and amendment of existing encumbrances, certifications, other appropriate documents in connection with the foregoing, and other such documents the Executive Director deems appropriate, all upon such terms as consistent with these resolutions and as deemed appropriate to the Executive Director;
- Section 2.** Enter into any agreements or amendments necessary to facilitate and effectuate the Brinshore Withdrawal, all upon such terms as consistent with these resolutions and as deemed appropriate to the Executive Director; and
- Section 3.** Enter into any other necessary and appropriate documents to accomplish the transactions herein contemplated, and to take any and all such further actions he deems necessary or appropriate effectuate the transactions herein contemplated, all upon such terms as consistent with these resolutions and as deemed appropriate to the Executive Director.

It is found and determined that all formal action of the Housing Authority concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Commissioners following required Resident meetings and local jurisdiction approval.

Resolution 2025.03-04

I, Elaine Amerson, the Board Chair of the Housing Authority of the City of Bloomington, Indiana ("BHA") do hereby certify that the forgoing resolutions were approved, passed and adopted by the Board of Commissioners of BHA at a regular meeting of the Board of Commissioners held on March 25, 2025 where a quorum was present.

A rectangular grey box redacting the signature of Elaine Amerson.

Elaine Amerson, Chair