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MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BLOOMINGTON AND PROPERTY MANAGEMENT OF CRAWFORD APARTMENTS

1. **The Parties.** This Agreement is entered into between the City of Bloomington, Indiana (the "City"), and Crawford Apartments, LP, Crawford Apartments II, LP, Pres-Crawford, LLC, and Continental Management (collectively "Property Management"), regarding Crawford Apartments (2440 and 2446 N. Henderson St.; Legal Descriptions 015-67910-00 PT SE SW 9-8-1W .79A PLAT 179 and 015-10840-01 PT SE SW 9-8-1W 0.98 A Plat 116; hereinafter the "Property") and the resulting litigation (case numbers 53C01-2508-PL-002172, 53C04-2506-OV-000010, and 53C04-2506-OV-000011; hereinafter the "litigation").

2. **HAND Quarterly Inspections.** In accordance with U.S. Department of Housing and Urban Development ("HUD") guidelines, the City may inspect Crawford Apartments through its Housing and Neighborhood Development ("HAND") Department or designated representative on a quarterly basis to ensure compliance with Bloomington Municipal Code ("BMC") and National Standards for the Physical Inspection of Real Estate ("NSPIRE") standards. This shall not be construed to prevent other required inspections (complaint or otherwise) as stated in the BMC.

3. **MOU Between Property Management and Case Management.** Property Management shall provide the City with a copy of the MOU between Property Management and case management services, including but not limited to Beacon, Inc. Should the MOU be updated, Property Management will provide the City with the updated MOU within seven (7) days.

4. **Staff, Security, and Funding.** Property Management shall maintain staffing and/or monitored surveillance for twenty-four (24) hour coverage of Crawford Apartments.

5. **City Documentation Request.** There shall be, at minimum, evidence of weekly in-home case management unless Property Management, in consultation with case management provider, concludes that a resident has demonstrated the ability to operate independently with less support. This includes standardized documentation including, but not limited to: Review of lease with each resident; a record of an in-home "how-to" visit with resident (i.e., how to use appliances, how to clean and care for the apartment, how to report concerns within their unit, etc.); and a record of other case management skill building with residents, such as self-care, daily life management, and/or problem solving skills. The City acknowledges that, currently, case management is provided by a third-party, Beacon. Beacon has committed to providing monthly reports that include resident contacts, services provided, and interruptions in service, including resident cancellations or refusal to participate in case management. Beacon's failure to keep or provide such documentation shall not cause Property Management to be in breach of this provision so long as Property Management is diligently working to obtain compliance from Beacon. If Property Management finds it desirable or advisable to take over case management from Beacon, the City acknowledges and understands that there may be a brief period where case management is transitioned to a new provider and/or Property Management.

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However, Property Management shall endeavor have minimal disruption to case management. The City can view copies of the above documentation up to once every thirty (30) days. In the first six (6) months Agreement the execution of this Agreement, the City can view copies of the documentation up to two (2) times monthly.

6. **Permit Release.** Upon receipt of this signed MOU, the City shall release the rental permits for the Property.

7. **Expiration.** This Agreement shall be effective through December 31, 2027.

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

9. **Non-Interference.** Nothing in this agreement shall be interpreted or construed to interfere, supersede, or contradict state or federal requirements by HUD, the IHCDA, or any other state or federal agency's requirements.

AGREED UPON THIS DAY, THE 22ND OF OCTOBER, 2026.

Signed by:
Anna Killion-Hanson 10/27/2026 | 1:18 PM EDT
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Anna Killion-Hanson
Director, Department of Housing and Neighborhood Development

Signed by:
10/27/2026 | 1:58 PM EDT
2ABC5816C245416...
Kerry Thomson
Mayor, City of Bloomington

Signed by:
11/9/2026 | 8:06 AM PST
9BDBCB19CBFF42F...
T. Van Fox
Owner, Property Management