



City of Elkhart

Redevelopment Commission

AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS TUESDAY June 14, 2022 at 4:00 P.M.

THIS MEETING WILL BE HELD IN-PERSON & ELECTRONICALLY VIA WEBEX

To join, go <https://coei.webex.com/coei/j.php?MTID=mcfec640c20002be592e6af18c42499a>
enter 2306 087 6112 as the event number and "RDC6" as the event password.

To join by phone, call 1-415-655-0001, enter 2306 087 6112##

Comments and questions may be submitted via the WebEx app during the meeting, or may be submitted to chaise.cope@coei.org prior to the meeting.

1. Call to Order

2. Approval of Minutes

May 10, 2022

3. New Business

- A. OPEN OFFERS FOR LOT 45 ALLENDALE AND STERLING LOT
- B. OPEN ZONE 2 & 3 DEMOLITION BIDS
- C. CDBG – CV SUBRECIPIENT AGREEMENT AMENDMENT WITH BOYS & GIRLS CLUB AND COUNCIL ON AGING
- D. ACCEPTING THE TRANSFER OF REAL PROPERTY FROM THE CITY OF ELKHART – 209 NORTH SECOND STREET, 1033 HUBBARD AVENUE, 1108 W. BLAINE AVENUE & 1923 LANE AVENUE
- E. APPROVING IDEM VRP BILLINGS FOR THE G&W SITE AND APPROPRIATING FUNDS
- F. APPROVING INVOICE FOR LABOUR PUMP MEDIATOR SERVICES AND APPROPRIATING FUNDS FOR PAYMENT
- G. AUTHORIZING THE OFFERING OF REAL ESTATE FOR SALE UNDER 36-7-14-22 – 209 NORTH SECOND STREET & 142 STATE STREET
- H. AUTHORIZING THE OFFERING OF REAL ESTATE FOR SALE UNDER 36-7-14-22 – 515 HUG STREET
- I. AWARDED BID AND APPROVING CONTRACT FOR DEMOLITION SERVICES FOR 5 PARCELS IN RIVER DISTRICT ZONES 2 & 3 – 315,401,501, 507 AND 509 EAST JACKSON BLVD.

4. Staff Updates

5. Other Business

- A. Warrick and Boyn Invoice
- B. TIF Report

7. Public Comment

8. Adjournment

**REGULAR MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS
Tuesday May 10, 2022
4:00 p.m.**

**PRESENT IN-PERSON: SANDI SCHREIBER, ALEX HOLTZ, WES STEFFEN, DORISANNE NIELSEN
AND GARY BOYN
ADAM FANN, NANCY KIERNAN, ERIC TROTTER, CHAISE COPE,
MARY KACZKA, LASHAWN BROOKS (RECORDING SECRETARY)**

PRESENT BY WEBEX: Gerry Roberts, Laura Miller, Corinne Straight, Kristen Smole

CALL TO ORDER

This meeting was held in-person, telephonically, and virtually through WEBEX. Due to the nature of the meeting. The meeting was called to order at 4:00 p.m. by Mrs. Schreiber, President.

Minutes from March 8, 2022 and April 12, 2022 for Redevelopment Commission meeting was motioned for approval by Mr. Holtz and second by Mr. Steffen. Roll-call vote was carried with all in favor and non-opposed; Minutes approved

NEW BUSINESS

A. OPEN OFFERS ADJACENT TO 1015 GARFIELD- Mr. Fann stated that we have not received any offers.

B. OPEN OFFERS ON 5 LOTS- Mr. Fann stated that we do not have any offers on the 5 lots. Mrs. Schreiber stated we just wait 30 days. Mr. Boyn stated if somebody ever comes forward and says I have an interest in those lots, having offered to them 30-days from today is elapsed; we can negotiate whatever terms we want. Mrs. Nielsen stated why no one wants the lots. Mrs. Schreiber stated it might be due to the price we offered; after 30 days we can negotiate.

C. APPROPRIATING FUNDING FOR ADDITIONAL ENVIRONMENTAL REVIEW OF 700 WEST BEARDSLEY AND ADJACENT PROPERTIES- Mr. Fann stated this a contract brought through Board of Works some time ago on the appropriation for I think \$40,259 out of Tech Park TIF. He stated this is for Vapor Intrusion testing off-site of the property; IDEM requested. Mr. Steffen made motion to approve the resolution and Mr. Holtz second. A roll-call vote was carried with all in favor and non-opposed; approved

D. APPROVING ICE MILLER BILLING FOR 1101 E. BEARDSLEY SERVICES- Mr. Boyn stated we have a contract with Ice Miller to do some litigation work on the 1101 East Beardsley. He stated because of environmental issues a separate contract with them to monitor the study held by MACOG and let us know if any particular needs we may have to request as part of those studies. He stated additional, work regarding to make on studies is on an hourly rate basis so every month or couple of months we get a bill if they have performed services on that hourly rate basis for the work performed and we have received their billing through March 31, 2022 requesting \$346.50. Mr. Boyn stated their service would come from Downtown Area Allocation Number 1, Special Fund. Mr. Steffen made a motion to approve the billing and appropriate \$346.50 from the Downtown Allocation area number 1 Special Fund and Mr. Holtz second. A roll-call vote was carried with all in favor and non-opposed... approved.

E. ACCEPTING THE TRANSFER OF REAL PROPERTY FROM THE CITY OF ELKHART- Mrs. Cope stated this is the parcel directly south of 710 South Main Street and it is an undeniable parcel unless

reflected with the parcel that the Redevelopment Commission owns adjacent. She stated it has gone through the Board of Works and they have granted the Redevelopment Commission title; if we chose to take it. Mr. Steffen made motion adopting the resolution and Mr. Holtz second; a roll-call vote was carried with all in favor and non-opposed...Approved.

F. AUTHORIZING THE OFFERING OF REAL ESTATE FOR SLE UNDER 36-7-14-22- Mrs. Schreiber stated we just need a motion to approve. Mr. Steffen motioned and Mr. Holtz second and a roll-call vote with all in favor and non-opposed...approved.

G. GRANTING ACCESS TO REAL ESTATE OWNED BY REDEVELOPMENT – Mr. Fann stated the owner of the home on Sherman Street indicated that she trying to get a dumpster delivered to do some remodeling and the company could not leave the dumpster in her driveway due to overhead power line. He stated she is asking permission to place dumpster on our lot. Mr. Holtz made motion and Mr. Steffen second with roll-call vote and all in favor...approved.

H. REDEVELOPMENT 2023 BUDGET YEAR DETERMINATION FOR TIF- Mrs. Cope stated in your packet you have a printout of each of the proposed projects for each of the 5 districts. She stated we plans to collect increment from all 5 TIF district and this year we have projects identified in each TIF. She stated we plans to have no access to remain. Mr. Steffen motioned and Mr. Holtz second and a roll-call vote carried with all in favor...Approved.

I. APPROVING BAKER TILLY BILLING FOR 500 SOUTH MAIN SERVICES- Mr. Boyn stated 500 S. Main, Hotel Elkhart took longer to complete due to Covid issues. He stated the developer asked for an extension on start date to repay its loan as well as the ending date in order to determine what we could do and how helpful it would be. He stated we hired Baker and Tilly to do some analysis and they came up with a plan and an analysis of what would happen if we gave them a 1-year, extension as well as that happened with a 2-year extension. He stated they provided their report to the City staff. He stated in accordance with the payment schedule at Baker had provided so they have built \$4750 for providing those services to the Commission and we need a resolution and improving their invoice for payment as well appropriate \$4750 from the Downtown Allocation Area Number 1 Special Fund. Mr. Holtz made motion to approve resolution and Mr. Steffen second with a roll-call vote of all in favor and non-opposed...approved.

J. APPROVE REALTOR CONTRACT (WORKFORCE HOUSING)- Mr. Fann stated staff would like to employ a realtor to potentially look into purchasing some parcels for workforce housing projects. Mr. Boyn stated Realty Group Resource and they provided a buyers exclusive agency contract form and after reviewing and having internal discussion, we came up with an addendum number 1 that exclusive agency contract as well both of which are attracted to the resolution on their copy of the buyer's exclusive contract we changed a couple of dates. He stated since we are acting on this a couple months later than I think they thought we would, and under further conditions, we added, "see addendum number 1 attached here to an incorporate herein by reference". He stated these are containing the dates and everything that we as a Commission feel are appropriate at this point and so you asked today to approve the contract as revised and the employment of Realty Group Resources. He stated that the president is authorized to approve any revisions to the basic forms of the contract which she deems appropriate and consistent with the discussions and intended the parties and approving the addendum. Mr. Steffen made a motion to approve and Mr. Holtz second the motion; a roll-call vote of all in favor and non-opposed approved the contract, resolution and addendum.

STAFF UPDATES

Mr. Fann stated we are waiting on INDOT for final approval of the work that we have been planning on doing on Cassopolis Street between Windsor and County Road and once that comes in, we will go to bid. Mr. Fann stated Rent-A-Center asking for \$500 taken off their payment for cleaning up the pallet and things left out front of property. Mrs. Schreiber asked if that costs would cover it. Mr. Fann stated yes and he has communicated with 311 with update on cleanup of property. Motion to approve the reduced costs provided by Mr. Steffen and second by Mr. Holtz with roll call vote of all in favor for reduced cost of \$500 approved. Mr. Fann stated it be paid from River District and he will requested document of said from Rent-A-Center. Mr. Fann stated that 511 Division on site today doing some testing that MACOG would be handling.

Mr. Steffen asked how the realignment of Easy Shopping Plaza was going. He stated he see people have started driving through from Chase bank and a bunch of dirt being dumped making it look worse. Mr. Fann stated he would contact Public Works.

Mrs. Schreiber asked if we still removing asbestos from Beardsley. Mr. Fann stated yes and there is a lot of it.

Mr. Steffen asked if the building have to be down on Zone 2 to get the GEO work done. Mr. Fann stated yes and he just received proposal today for that work. He stated we have 9 potential spots along Jackson for Geotech.

OTHER BUSINESS

Warrick and Boyn invoice for \$26262.75 April billing motion for approval from Mr. Holtz and second from Mr. Steffen a roll-call vote of all in favor.

ADJOURNMENT

There being no further discussion, the meeting adjourned at 4:55p.m. Next meeting Tuesday, June 14, 2022 at 4:00 pm in Council Chambers.

SANDRA SCHREIBER, PRESIDENT

MEMORANDUM



TO: REDEVELOPMENT

FROM: CHAISE COPE, ASSISTANT DIRECTOR OF REDEVELOPMENT

SUBJECT: ACCEPTANCE OF OFFER FROM ADVANTIX FOR STERLING AVE LOT 06-09-406-007-012 & S MAIN ST. 06-09-454-001-012

DATE: 6/8/2022

The Department of Redevelopment requests approval of the offer from Advantix for Sterling Ave Lot 06-09-406-007-012 & S Main St. 06-09-454-001-012 for their proposed 50-unit LIHTC development that includes 1710 S Main St. and 1701 Sterling Ave.

It is requested that the Redevelopment Commission grant staff approval to negotiate with Advantix to include these lots in the Purchase Option Agreement for 1701 Sterling Ave. and 1710 S Main St.



LETTER OF INTENT

June 3, 2022

Re: Proposal to Purchase Parcel # 20-06-09-454-001.000-012

This letter (this "Letter"), when you have signed and returned to me the copy provided for said purpose, will evidence our mutual good faith intent and legally binding obligation to use reasonable efforts, to formalize and execute a real estate purchase agreement (the "Purchase Agreement") pursuant to which Buyer will purchase from Seller all of Seller's fee simple interest in the real estate and improvements constructed thereon located at **Parcel # 20-06-09-454-001.000-012**, Indiana (collectively, the "Real Estate").

It is our intention that the terms and provisions set forth in this Letter may be further clarified or amplified in the Purchase Agreement, that the language used in this Letter is not necessarily to be incorporated verbatim in the Purchase Agreement, and that terms and provisions not set forth herein may be added as mutually agreed upon by the parties to the Purchase Agreement and as our respective counsel shall deem appropriate under the circumstances. **Additionally, the agreement is pending successful approval of a 9% LIHTC award in 2022. This project will consist of 50 units of lease purchase affordable housing, 25 of which will be constructed on adjacent 1701 S. Main Street and continuing on to this site.**

1. Buyer. The buyer shall be Advantix Development Corporation, an Indiana non-profit corporation ("Buyer"). Buyer may choose to form a new entity or choose to use an existing entity that will take title to the Real Estate at closing.
2. Seller. The seller shall be **City of Elkhart Redevelopment Commission** ("Seller").
3. Purchase Price. The purchase price for the Real Estate shall be **one dollar (\$1.00)** (the "Purchase Price"), subject to customary adjustments and pro-rations and transfer of all security deposits to Buyer.
4. Deposit. Upon execution of the Purchase Agreement, the Buyer will deposit with a title company, as selected by Buyer, the amount of **zero Dollars (\$0)** ("Deposit"), which will be deposited in a trust account and will be fully refundable if the conditions to close are not

satisfied or waived in writing by Buyer. The Deposit will be applied to the Purchase Price at Closing or be returned to Buyer upon Seller's default

5. Representations. The Purchase Agreement will contain representations of the nature customary in transactions of the nature herein described. Seller shall convey to Buyer at closing good and marketable fee simple title to the Real Estate.

6. No Binding Agreement. The parties each acknowledge that a transaction of this type involves terms and conditions which have not yet been agreed upon, and that this Letter is in no way intended to be a complete and definitive statement of all the terms and conditions of the proposed transaction but contemplates and is subject to the negotiations and execution of the Purchase Agreement. Except as provided herein, neither Buyer nor Seller will be legally bound in any manner, unless and until the Purchase Agreement has been executed by both parties.

If you are in agreement with the terms set forth above and desire to proceed with the proposed transaction on that basis, please sign this Letter in the space provided below and return an executed copy to me.

Sincerely,

Advantix Development Corporation

By: _____

AGREED AND ACCEPTED:

By: _____

DATE: _____, 2022



LETTER OF INTENT

June 3, 2022

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Sincerely,

Advantix Development Corporation

By: _____

AGREED AND ACCEPTED:

By: _____

DATE: _____, 2022

Rod Roberson
Mayor



Redevelopment
Community Development
Economic Development
Planning & Zoning
229 S. Second St.
Elkhart, IN 46516
574.294.5471
Fax: 574.295.7501

REQUEST APPROVAL OF AN APPROPRIATION FOR DEMOLITION

Development Services Staff	Adam Fann 574-294-5471 ext. 1019 Adam.fann@coei.org
Address/PIN	315,401,501,507,509 E Jackson Blvd
TIF/Redevelopment Area	Downtown TIF/River District
Acreage	
Owner/Tenant	Redevelopment Commission
Council District	District 1
Developer/Petitioner	
Description of Project (including background and timeline)	Demolition of remaining structures with in Zones 2 and 3
Barrier(s) to Project	
SF of Project	
Type/ Number of Units/Suites/Buildings	
Total Project Cost	TBD
City incentives	
Additional incentive(s)	

RESOLUTION NO. 22-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, AWARDING BID AND APPROVING CONTRACT FOR DEMOLITION SERVICES FOR 5 PARCELS IN RIVER DISTRICT ZONE 2 AND 3

Whereas, The Commission owns the real estate at 315, 401, 501, 507 and 509 East Jackson Blvd. in the City of Elkhart (the "Real Estate") and has received bids for the demolition of the improvements located thereon; and

Whereas, Staff has recommended the Contract for Demolition (the "Contract") be awarded to _____, as the most responsive bidder; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the Contract be awarded as proposed, and the funds appropriated to pay the cost of the services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission awards the Contract to _____ to perform the demolition services on the Real Estate in accordance with the terms of the Contract attached hereto.
2. The Commission approves the form of Contract, and authorizes the President to approve any changes thereto she deems necessary and appropriate prior to execution by the parties.
3. The Commission appropriates the sum of \$ _____ from the Elkhart Capital Outlay Fund to cover the cost of the demolition services.
4. The Officers of the Commission are authorized and directed to execute and deliver the Contract for Demolition Services and such other Agreements as they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 14th DAY OF JUNE 2022.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

CONTRACT FOR THE DEMOLITION OF

This Agreement is made and entered into this _____ day of _____, 2022, by and between the **City of Elkhart, Department of Redevelopment acting by and through its Redevelopment Commission, (“CITY”)**, and _____.

RECITALS:

WHEREAS, the CITY desires to arrange for the demolition of a certain commercial structures located within the City of Elkhart at 315,401,501,507,509 East Jackson Blvd **(commercial structure, fence, and any and all concrete slabs and or parking surfaces)** Elkhart, Indiana (“Premises”); and

WHEREAS, the CITY desires to retain the services of a competent contractor with the necessary equipment, expertise, and personnel to undertake the demolition of this structure; and

WHEREAS, CONTRACTOR represents that it has the requisite expertise and ability to complete this project and guarantees that CONTRACTOR is properly bonded and registered with the City of Elkhart and with the City of Elkhart’s Department of Building and Code Enforcement

NOW, THEREFORE, in consideration of the forgoing and of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. Scope of Services.

CONTRACTOR agrees to furnish the following services:

- A. Contact the Elkhart Fire Chief to ascertain whether the Elkhart Fire Department desires to use the Premises for training exercises.
- B. Arrange for locates and closure of all utilities. Verify by affidavit that all utilities have been turned off and isolated at the street level and all equipment removed, including but not limited to water, electric and gas, prior to the beginning of demolition. All utility vacations shall be in accordance with Indiana law, Elkhart City requirements, the regulations of the utility, and any other applicable law.
- C. Demolition of the principal structure and all accessory structures located on the property. Such demolition shall include all foundations, basements, footings, walls, parking surfaces, and fences on the property.
- D. Obtain all necessary permits, at CONTRACTOR’S sole expense, included but not limited to an Excavation Permit, fill all septic wells and drainage systems, cut and cap sewer lines, and expose the service water lines on the inside of the property at

the sidewalk so the Department of Public Works can cut out and cap.

- E. Removal of all debris existing prior to and resulting from said demolition and proper disposal of such debris.
- F. Leveling of site with four (4) inches of clean topsoil and seeding of the topsoil. It shall be the responsibility of CONTRACTOR to provide any necessary fill dirt for leveling of the property and any such fill dirt shall be free of debris and contaminants. CONTRACTOR shall contact the Building Department for a clean hole inspection prior to filling.
- G. Provide all labor, materials, and equipment and pay all expenses necessary for the demolition, obtain all necessary permits, bonds, and licenses, and coordinate all activities in conjunction with the demolition. The CONTRACTOR must have water on site for dust control and schedule an inspection with the Building Department prior to starting the demolition.
- H. Secure the site with project fence and/or silt fence as needed. Keep the premises in a safe condition and prevent any materials, structure, or excavation from becoming an attractive nuisance throughout the duration of the demolition. This period begins once CONTRACTOR enters the property to begin demolition and does not end until the CITY has been notified that the project has been completed and has inspected and verified the completion of the demolition
- I. Take all reasonable or necessary steps to prevent damage to the right of way, or the property of others, including but not limited to, protection of lateral and subjacent support.
- J. Take all reasonable precautions to preserve mature trees upon the property, if any.
- K. Notify the Elkhart Building Department that the work is completed and arrange for an inspection of the property.
- L. CONTRACTOR has forty-eight hours (48) hours to remove equipment from the site, after final inspection by the City of Elkhart Building Department. Failure to remove the equipment or schedule all inspections could result in the issuance of fines up to \$100 per day.

SECTION 2. Schedule.

Services described in Section 1 shall be commenced within ten (10) days after the date that the CITY's approval of this Agreement is communicated to CONTRACTOR ("Start Date"). All services and tasks associated therewith shall be completed by CONTRACTOR within thirty (30) days of the Start Date. However, if the Elkhart Fire Department desires to use the Premises as a training exercise for Elkhart firefighters, then the forgoing schedule shall not apply and the

CONTRACTOR shall complete the services described in Section 1 within thirty (30) days after the date CONTRACTOR is notified by the Elkhart Fire Chief that the Elkhart Fire Department is finished with its training on the Premises.

SECTION 3. Payment.

In consideration for the services rendered under this contract, the CITY agrees to pay CONTRACTOR the sum of _____ upon inspection and approval by the CITY. No payment shall be made until the CITY's inspection reveals that the work is entirely completed and no advance payment will be made. An invoice must be submitted with the landfill receipts before the payment can be processed.

SECTION 4. Penalty.

If CONTRACTOR fails to complete the work within the time specified, a penalty charge of one-half percent (1/2 %) of the contract price shall be assessed for each day the project remains uncompleted. Such charges may be set off by the CITY against any final payment otherwise due and owing under this contract. Additionally, in the event this Agreement is breached by CONTRACTOR, CONTRACTOR shall be liable for any additional charges and expenses incurred by CITY in completion of the demolition attributable to the breach.

SECTION 5. Indemnification.

CONTRACTOR represents and warrants that it is an independent contractor and agrees to indemnify and hold CITY harmless against any claim, loss, damages, or expense because of bodily injury, death, or property damage sustained by any person arising out of the performance of this Agreement, whether such injuries to persons or damage to property are due or claimed to be due to any negligence of CONTRACTOR, CITY, their agents, servants, or employees, or of any person.

SECTION 6. Assignment.

Neither this agreement nor any interest of CONTRACTOR herein may be assigned, sublet, or transferred to a third party without prior written consent of the CITY.

SECTION 7. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit based thereon must be brought in the Superior or Circuit Court of Elkhart County, Indiana.

SECTION 8. Compliance with State and Local Law.

CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations, or ordinances, that are applicable at the time of CONTRACTOR'S services pursuant to this Agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference.

SECTION 9. E-Verify Compliance.

All terms defined in I.C. § 22-5-1.7 et seq. are adopted and incorporated into this section. Pursuant to I.C. § 22-5-1.7 et seq., CONTRACTOR shall enroll in and verify the work eligibility status of all of its newly-hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. CONTRACTOR is further required to execute an affidavit affirming that: (i) it is enrolled and is participating in the E-verify program, and (ii) does not knowingly employ any unauthorized aliens. In support of the affidavit, CONTRACTOR shall provide the CITY with documentation that it has enrolled and is participating in the E-Verify program. This Agreement shall not take effect until said affidavit is signed by CONTRACTOR and delivered to the CITY's authorized representative.

Should CONTRACTOR subcontract for the performance of any work under this Agreement, the CONTRACTOR shall require any subcontractor(s) to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) has enrolled and is participating in the E-verify program. CONTRACTOR shall maintain a copy of such certification for the duration of the term of any subcontract. CONTRACTOR shall also deliver a copy of the certification to the CITY within seven (7) days of the effective date of the subcontract.

If CONTRACTOR, or any subcontractor of CONTRACTOR, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the CONTRACTOR or subcontractor subsequently learns is an unauthorized alien, CONTRACTOR shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the CONTRACTOR or any subcontractor of CONTRACTOR fail to cure within the Cure Period, the CITY has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply should the E-Verify program cease to exist.

SECTION 10. Supplement.

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

SECTION 11. Entire Agreement.

This Agreement constitutes the entire agreement of the parties, and, unless specified otherwise herein, no representations, inducement, promises, or prior agreements, oral or written

between the parties, or made by any agent on behalf of the parties or otherwise, shall be of any force and effect.

SECTION 12. Authority.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

SECTION 13. Nondiscrimination.

CONTRACTOR shall not be in violation of Elkhart City Ordinance No. 4101, for the duration of this agreement. Should CONTRACTOR be in violation of any of the aforementioned provisions, such shall be considered a material breach of this agreement.

SECTION 14. Severability.

In the event that any portion of this Agreement is found to be invalid it shall be deemed severed and the remainder of this Agreement shall remain in full force and effect as if the severed portion did not exist.

SECTION 15. Commission Appropriation.

In the event funds for the payment of services pursuant to this Agreement are not appropriated by the Redevelopment Commission of the City of Elkhart, then, the CITY shall have the right to terminate this Agreement without penalty by giving prior written notice to CONTRACTOR.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorization as of the date first set forth above.

Sandra Schreiber, President

Alex Holtz, Secretary

Signature of Contractor

Printed Name

Mailing Address

City, State, Zip

**CONTRACTOR’S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,
CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT
ELIGIBILITY VERIFICATION AND NON-DISCRIMINATION COMMITMENT**

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

STATE OF _____)
) §
COUNTY OF _____)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding; and

2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local department or agency; and

3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.

- a. For purposes of this Certification, “Iran” means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
- b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility

status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program shall be included or provided upon request; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of Elkhart, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of Elkhart through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work. Breach of this provision may be regarded as material breach of contract.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing affidavit are true and correct.

Dated this _____ day of _____, 20__

Contractor/Bidder (Firm)

Signature of Contractor

Printed Name and Title

Subscribed and sworn to before me this _____ day of _____, 20__

My Commission Expires _____

Notary Public

County of Residence _____

2022 CLAIMS SCHEDULE

Claims Due Dates	BOW/Check Dates
January 5 th	January 18 th
January 19 th	February 1 st
February 2 nd	February 15 th
February 16 th	March 1 st
March 2 nd	March 15 th
March 23 rd	April 5 th
April 6 th	April 19 th
April 20 th	May 4 th
May 5 th	May 17 th
May 25 th	June 7 th
June 8 th	June 21 st
June 22 nd	July 5 th
July 6 th	July 19 th
July 20 th	August 2 nd
August 3 rd	August 16 th
August 24 th	September 6 th
September 7 th	September 20 th
September 21 st	October 4 th
October 5 th	October 18 th
October 19 th	November 1 st
November 2 nd	November 15 th
November 22 nd	December 6 th
December 7 th	December 20 th
December 14 th	December 27 th

Bid Specs

The Redevelopment Commission of the City of Elkhart, Indiana will receive bids for the following project(s):

Complete demolition of the structure listed below, located at the following addresses:

315 E Jackson 20-06-05-428-008.000-012

401 E Jackson 20-06-05-428-011.000-012

501 E Jackson 20-06-05-283-001.000-012 and 20-06-05-283-005.000-012

507 E Jackson 20-06-05-283-014.000-012

509 E Jackson 20-06-05-283-013.000-012

Bids will be accepted during the hours of 8:00 a.m. to 5:00 p.m. up until Tuesday, June 14th, 2022 until 4:00pm (Est). Bids are to be submitted for each address separately, unsigned with a bid proposal in a sealed envelope. All bids received by the Clerk of the Commission by the deadline will be opened and reviewed at the meeting of the Commission scheduled to start at **4:00 p.m. on Tuesday, June 14, 2022.** Any bid received after the deadline, will be returned to the bidder unopened. After review of the bids, the Commission will take all bids under advisement based on staff recommendation. You may submit bids by mail, or personal delivery. The terms and requirements of the project are available upon request to:

**Adam Fann
Municipal Building
201 South Second Street
Elkhart, IN 46516
Phone: 574.294.5471 Ext.1019
Email: adam.fann@coei.org**

The Redevelopment Commission will award the contract to the lowest “responsive” and “responsible” bidder. The Commission reserves the right to waive any informalities or irregularities, and to reject any and all bids or portions thereof. The awarding of this demolition contract will be subject to the City of Elkhart having sufficient funds available.

NOTICE TO BIDDERS

The Redevelopment Commission of the City of Elkhart, Indiana (the "Commission") is requesting complete demolition bids for the following properties:

315 E Jackson 20-06-05-428-008.000-012

401 E Jackson 20-06-05-428-011.000-012

501 E Jackson 20-06-05-283-001.000-012 and 20-06-05-283-005.000-012

507 E Jackson 20-06-05-283-014.000-012

509 E Jackson 20-06-05-283-013.000-012

Bid packets can be picked up at The Permit Center, 229 South Second Street, Elkhart, Indiana, Monday through Friday between the hours of **8:00 a.m. to 5:00 p.m.** You can also request that a bid packet be mailed to you by contacting:

Adam Fann
Municipal Building
201 South Second Street
Elkhart, IN 46516
Phone: 574.294.5471 Ext. 1019
Email: adam.fann@coei.org

Bids must be received no later than the commencement of the Commission Public Meeting set for 4:00 p.m. (EST) on June 14, 2022, at which meeting the Commission will open, read aloud and review all bids received.

The Redevelopment Commission will award a contract to the lowest "*responsive*" and "*responsible*" bidder. The Commission reserves the right to waive any informalities or irregularities, and to reject any and all bids or portions thereof. The awarding of this demolition contract will be subject to the Commission having sufficient funds available.

Elkhart Redevelopment Commission
Sandra Schreiber, President

315 East Jackson



401 East Jackson



501 East Jackson



507 East Jackson



509 East Jackson





Title VI Notice

It is the public policy of the City of Elkhart to provide all of its citizen's equal opportunity for education, employment, access to public conveniences and accommodations and housing without regard to Race, Religion, Color, Sex, National Origin, Ancestry, or Disability.

The City of Elkhart adheres to equality in access as expressed by TITLE VI of the Civil Rights Act of 1964, as amended which states:

No person shall on the grounds of race, color, national origin, excluded from participation in, or be denied the benefits of, or otherwise be subjected to discrimination in any program, service or activity receiving Federal financial assistance.

This equality of opportunity also includes freedom from discrimination based on age, gender and disability.

For more information or to file a complaint contact the ADA/Title VI Coordinator for the City of Elkhart:

Title VI Coordinator
1201 S Nappanee St
Elkhart, IN 46516

Email: titlevicoordinator@coei.org
Phone: (574) 293-2572
Fax: (574) 293-7658
TDD: (574) 389-0189

Acceptance by Contractor

I hereby certify that I have received the City of Elkhart's "Title VI Notice" and agree to comply with the requirements and provisions of the City of Elkhart's Title VI Policy during the duration of this Agreement with the City of Elkhart.

Signed

Printed Name

Dated

The City of Elkhart Title VI Policy may be accessed here:

<https://elkhartindiana.org/government/human-resources/#tab-b900fced1bdffd36578>

Community and Redevelopment

Memo

To: Redevelopment Commission Members
From: Dana Donald
Date: June 14, 2022
Re: Community Development Block Grant (CDBG)-CV Subrecipient Amended Agreement

The City of Elkhart awarded Boys and Girls Club of Elkhart County in Community Development Block Grant-COVID funds to provide scholarships for children to attend before and after school programs. Currently, the agency's subrecipient has expended all their funds and are requesting an additional \$12,577.50.

Likewise, The City of Elkhart awarded Council on Aging Community Development Block Grant-COVID funds to provide medical transportation to seniors in the community. Currently, the agency's subrecipient agreement is set to expire at the end of June 2022.

Staff recommends amending Boys and Girls Club of Elkhart County's Subrecipient Agreement to increase their funding. And amending the agreement expiration date for Council on Aging to September 30, 2022.

Thank you for your time and consideration.



2021
AMENDED Community Development Block Grant
CV3
Subrecipient Agreement

By and Between the City of Elkhart
and
Boys & Girls Clubs of Elkhart County – Elkhart Unit
U.S. Department of Housing and Urban Development

*Program Managed by the Community and Redevelopment Department
City of Elkhart, Indiana*

Project Name: Out of School Care of Children
Project Type: Benefiting Low-Moderate Income Persons
Subrecipient ID: 35-1033735
FAIN: B-20-MC-18-0015
Federal Award Date: July 13, 2020, June 24, 2021
Federal Award Amount: \$ 761,559.00 (CV1), \$271,969.00(CV3)
Research & Development Award: No
Environmental Status: Exempt per 24 CFR 58.34(a)
Other Fed Requirements: None
CDFA Number: 14.218
Account Number: 152-5-000-431.4400
IDIS Number: 935
Project Amount: \$ 166,300 Total
 \$ 80,877.50- CDBG
 \$ 18,000- Elkhart Community Schools
 \$ 80,000- Boys and Girls Operating Budget

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THIS AGREEMENT, entered by and between the City of Elkhart through its Redevelopment Commission (herein called the "Grantee") and Boys & Girls Clubs of Elkhart County – Elkhart Unit (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering CDBG Year 2021 **Benefiting Low-Moderate Income Persons** in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program: **Child Care Services**

When the pandemic altered our members school days and daily schedules in 2020, we became committed to doing whatever it takes to ensure our members and their families have the support and resources available to them during this unique and difficult time for so many in our community. Boys & Girls Clubs' leadership and team members have worked diligently to continue programs and services to the youth of Elkhart County and the City of Elkhart to offer a sense of stability and safety. All Club sites were closed from March through June, and programs resumed to in-person instruction in June 2020. To ensure the health and safety of all members and team members, attendance was limited to follow CDC recommendations and local health department guidance. To best mitigate the spread of COVID-19 and limit direct contacts should a person test positive the virus, a pod format was used for daily programming. With this arrangement, youth are assigned groups (pods), and stay in these groups with consistent staff members through the summer and afterschool program hours. This allows for less physical contact between individuals, easy contact tracing in the case someone became ill, and areas used for programming are cleaned and disinfected multiple times per day.

Prior to the pandemic, Club members were able to freely move throughout the Club and choose which activities they would participate in, resulting in interactions with multiple staff each day. With pod formatting, members do not have the freedom to move throughout the Club since they are restricted to the specific area their pod is utilizing for the day. Each member has their own program supplies including writing utensils, art supplies, and other items that are used on a regular basis. By using pods, members are spread out throughout the building and program spaces – using additional spaces that are not normally used for Club programming. With the increased space needed to accommodate all members and the increase number of staff to safely supervise all activities, there has been an increase in staffing and operational costs. For example, in the fall of 2019, our Elkhart KidsCare sites served 446 individual members between August and December; during this same period in 2020 only 152 members were served. This is due to the pandemic. The ensuing change in the school schedule lead to older siblings being home during the day and available to stay with younger age children who otherwise would have used Boys & Girls Club

services. The pandemic also caused a loss of employment leaving more parents at home than prior years, while still other parents simply not feel comfortable sending their child to in-person school and elected to use a virtual only model. While the number of youth served dropped 66% year over year, the direct cost of service only decreased by 31%, thus creating an increase cost per child to our organization of over 100%.

During the 2020-21 school year, with Elkhart students attending school in a hybrid schedule, Boys & Girls Clubs have continued to provide much needed services for the youth and families of the Elkhart community. Program hours and services were expanded to have sites open during before and after school hours, during the school day for those members not in school on certain days, on e-Learning days, and virtual school days. Club staff members have assisted youth with assignments as needed and have provided technical assistance. Perhaps most importantly, Clubs provided a safe space for when students were unable to be at school, where they had access to WiFi to log into their school issued devices and complete their assignments, meals and snacks were provided at no additional cost, and caring, adult professionals were available should there be questions about an assignment or should a child need to talk to someone about a pressing issue. As Elkhart Community Schools moved to four days a week of in-person classes for all students in March 2021, Club sites adjusted their hours to continue serving the youth and community as was necessary.

As we look forward and plan for summer programs in June and July 2021, the pod-format will continue for program delivery. As an organization we have a heightened awareness of the learning loss which has transpired among our members and community youth, due to extreme changes in how youth attended school. In addition to providing much needed options for safe spaces for children while parents and caregivers are at work, Boys & Girls Club also strives to keep children and youth on track to an on-time high school graduation as this is a key to keeping our community thriving. Programs will be offered to support academic enrichment and to combat learning loss – allowing members to be academically ready for the 2021-2022 school year. During the 2021 summer months Boys & Girls Club of Elkhart will continue to operate out of the Brady Center at Beardsley Elementary School; at this time, we also plan to operate our KidsCare program from Mary Daly Elementary on the west side of the city. The Brady Center will be open to children and youth ages 6 – 18, while the KidsCare site will be open to children entering grades K – 6. Both sites will be open for 12 hours per day and will provide snacks and meals, in a partnership with ECS, at no additional cost.

Through the pandemic, Boys & Girls Club has continued to offer services to youth and families in need of support. This has not come without a cost to the organization as is demonstrated by the increase in per member cost that Club has incurred through additional staffing needs, increased operating costs, and increased program supplies. The mission of Boys & Girls Club is, "to inspire and empower all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens." This mission requires continuity of service to community, especially for parents and youth who have been deeply affected by the pandemic through job loss, housing changes, food shortages, and such. As we move forward Boys & Girls Club, including our KidsCare school-based sites, will continue providing enrichment services to youth of the community in conjunction with local partners, including Elkhart Community Schools (ECS). CDBG-CV funding will allow Boys & Girls Club to provide services to low and moderate income families by providing an opportunity to expand the scholarship program thus creating greater access for care of children and educational enrichment activities.

GENERAL ADMINISTRATION

Boys & Girls Clubs of Elkhart County shows up every day to prove to the world, and every individual child, that they have what it takes to reach a great future. As soon as our members walk through the Club's doors, they enter an environment of stability, consistency, and physical & emotional safety. We are dedicated to building deeply powerful relationships with the youth we serve and open avenues of opportunity for all members. Boys & Girls Club offers a safe place where young people can learn, grow, and succeed. We provide a quality Club experience that assures success is within reach of every young person who enters our doors, with all members on track to graduate from high school with a plan for the future, equipped with the skills needed to have a successful life, and demonstrating good character and citizenship. When members arrive at the Club, they participate in programs that focus on the core program areas: academic success, creative arts, career development, character & leadership, health & wellness, and sports & recreation. When the pandemic altered our members school days and daily schedules, we became committed to doing whatever it takes to ensure our members and their families have the support and resources available to them during this unique and difficult time for so many in our community. At the start of the 2020-2021 school year, when Elkhart Community Schools announced the hybrid school schedule, Boys & Girls Clubs of Elkhart County began the BGC Academy in August. BGC Academy offers the following to our members:

- Safe, caring place to be at during the day when they are school is not in session, including before/after school and summer sessions.
- Virtual learning support from staff they know and trust – they can ask questions, receive technical assistance.
- Daily snacks and meals are offered at no additional costs.
- Recreational activities and academic enrichment activities are offered when they are not working on schoolwork.
- Members are kept in the same small groups, or Pods, to promote health and safety among our members and staff. Safety measures that are being taken include social distancing, required mask wearing, daily temperature checks upon arrival at the program, and regular cleaning & disinfecting of program areas. The Club closes at 6:00pm each day to allow for extra cleaning time at the end of the day.
- Club opens at 5:30am each morning, allowing parents the ability to drop their children off before going to work. Club closes at 6:00pm each day.

In response to the COVID-19 pandemic Boys & Girls Clubs works to serve as many youth as possible to circumvent learning loss and mental health challenges arising from the extreme changes that were necessary to mitigate the spread of the virus. Funding via the CDBG Covid grant would allow more youth to attend the programs offered by Boys & Girls Clubs by making scholarships available to low- and moderate-income families who may otherwise be unable to afford program fees.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the **activities carried out under this Agreement will meet the National Objective of benefitting low- and moderate-income persons.**

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total persons/Year</u>
Out of School Care of Children	65 persons/year

OBJECTIVES for this project is **Economic Opportunity**

OUTCOME for this project is **Improved Availability/Accessibility**

INDICATOR for this project is **Persons with improved access**

D. Staffing

The Boys & Girls Clubs of Elkhart County – Elkhart Unit is uniquely qualified to complete this project. While the Elkhart Club location has been in existence for nearly 10 year, the Boys & Girls Clubs of Elkhart County has been in operation for 64 years. Our ongoing relationship with Elkhart Community Schools will aid in the delivery of quality snacks and meals to Club members during their time participating in programming which takes place on site at Beardsley Elementary School. Further, the organization’s long history of grant administration at the local, state, and federal level solidifies the ability to manage CDBG funds, if awarded, from the City of Elkhart. The Club Director, Rubin Nieto, will manage program administration on-site. Mr. Nieto has worked in his current position for 2.5 years and has worked in the non-profit sector for over a decade. Cristina Rheinheimer, Grants Procurement and Program Outcomes Manager, will manage recipient data and reimbursement claims. Ms. Rheinheimer has worked for the Boys & Girls Clubs of Elkhart County for over 13 years, spending the last two years in her current position. Data will be collected via annual membership applications and recorded in the member management system. This data will be used to ensure that the Boys & Girls Club is serving the number of recipients anticipated and that said recipients meet income eligibility requirements as outlined by HUD.

E. Performance Monitoring

At regular intervals during the term of this agreement the Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. If, as a result of such review, it is the opinion of the Grantee that revisions of the Scope of Services are necessary or the performance of the subrecipient is substandard, the City will notify the subrecipient in writing of specific issues that need to be addressed. Upon receipt of such notification, the subrecipient shall, within ten (10) days, propose the manner in which the issues will be addressed. The proposed revisions shall be subject to the City's written approval. If action to correct identified issues are not taken by the Subrecipient within the prescribed period of time as indicated in the written notification, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 20th day of January, 2020, and end on the 30th day of June, 2022, at which time the activities included in the Scope of Services shall be complete. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Scholarships and Supplies	\$ 80,877.5
TOTAL	\$ 80,877.5

Any indirect costs charged must be consistent with the conditions of Paragraph VII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement for the acceptable performance, as determined by the Grantee, of the above defined Scope of Services shall not exceed **Eighty Thousand Eight Hundred Seventy Seven and 50/100 (\$80,877.50) Dollars**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance measures as described in the Scope of Service. Each drawdown request must be presented to the Grantee in the drawdown request form and with approved sources of documentation for expenses. All expenses shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and propriety of charges. Payments are contingent upon the Subrecipient's compliance with the financial management system in accordance with the standards specified in 24 CFR 84.21.

In the event that the Subrecipient does not expend the amount allocated under this agreement or the project is canceled or terminated for any reason, any funds not claimed and approved for allowable costs shall revert back to the Grantee.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee, its officers, agents, employees, staff, and elected or appointed officials from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient is required to provide proof of insurance from time to time upon request but no less than annually. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement.

All buildings, offices, automobiles, trucks, vans, etc. purchased or supported in whole or part with funds made available under this agreement shall identify the City of Elkhart Community Development Program as a sponsor of the activity.

All pamphlets, brochures or other printed material prepared and/or distributed by the subrecipient in connection with activities for which Community Development Funding is provided under this Agreement shall identify the Community Development Department and HUD as sponsors of the activity by the inclusion of the following statement on all such materials: This (brochure, pamphlet, etc.) was produced (in whole or part) with the assistance of the City of Elkhart Community Development Program through funds made available by the US Department of Housing and Community Development Act of 1977.

Failure to comply with the above shall result in a disallowance of all costs incurred in the printing and/or identification of said facility, publication, etc. Noncompliance shall result in an immediate halt in the processing of all claims submitted and payments due the subrecipient.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee’s governing

body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission of reports by the Subrecipient to the Grantee that are incorrect or incomplete in any material respect.

If the Subrecipient materially fails to comply with any terms of this agreement, the Grantee may take any of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient,
2. Disallow (that is deny both use of funds and matching credit for all or part of the cost of the activity or action not in compliance,
3. Wholly or partly suspend or terminate the current award for the Subrecipient's program,
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available. In taking an enforcement action, the Grantee will provide the Subrecipient an opportunity for such hearing, appeal or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

As of December 19, 2014, 2 CFR Part 200 (Uniform Administrative Requirements for Federal Awards) replaces and rescinds OMB Circular A-21 (Cost Principles for Educational Institutions), OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations), OMB Circular A-122 (Cost Principles for Non-Profit Organizations), OMB Circular A-89 (Catalog of Federal Domestic Assistance), OMB Circular A-102 (Grants and Cooperative Agreements With State and Local Governments), OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) and OMB Circular A-50 (Audit Follow-up).

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200 (formerly OMB Circulars A-122, Cost Principles for Non-Profit Organizations or A-21, Cost Principles for Educational Institutions, as applicable). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Privacy Act of 1974, 5 USC 552a, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Further, the Subrecipient will permit the Grantee, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this contract. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and conformance with 2 CFR Part 200 (formerly OMB Circular A-133).

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By

way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit monthly Progress Reports on the form provided by the Grantee detailing the expenditures of funds and progress made toward achieving program goals as described in the Scope of Service. The Subrecipient shall submit an annual report within 30 days of that report form becoming available by the Grantee. This report must provide all required data regarding beneficiaries and the services provided to them in accordance with the Scope of Service.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The subrecipient shall keep inventory records, acceptable to the Grantee, on all nonexpendable property purchased with project funds. The Agency shall submit an inventory record of all items at the end of the program year and resubmit it each program year with revisions as necessary.

The Subrecipient shall be responsible for the maintenance and upkeep of all nonexpendable property. The subrecipient shall also maintain sufficient insurance to cover the cost of replacement of any property purchased with supplemental funds, of loss due to fire, theft or accidental damage.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until the completion of the prescribed affordability period indicated in the recorded note for the project. If the Grantee determines that the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the note balance less any portion forgiven by the date of the default. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this agreement after the expiration of the affordability period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with City Fair Housing Ordinance 4210 and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section

104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and the implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The

Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3

clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

The Subrecipient agrees that it will incorporate into every contract required to be in writing the following provisions: Interest of Contractor and Employees.--The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, in this Contract.

The assistance provided under this agreement shall not be used in payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright & Patents

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery, including rights under any patent issued thereon, shall be disposed on and administered, in order to protect the public interest.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

8. The Subrecipient will certify that it will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an ongoing drug-free awareness program to inform employees about

- i) The dangers of drug abuse in the workplace
- ii) The grantee's policy of maintaining a drug-free workplace;
- iii) Any available drug counseling, rehabilitation, and employee assistance programs;
- iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that any each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

d. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will-

- i) Abide by the terms of the statement; and
- ii) Notify the employer in writing of his or her conviction for a violation of a

e. criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

Notifying HUD in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless HUD has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4 (b), with respect to any employee who is so convicted-

- i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

9. Debarment and Suspension Common Rule

The Subrecipient shall comply with the non-procurement debarment and suspension common rule implementing E.O.'s 12549 and 12689 "Debarment and Suspension" at 24 CFR part 24. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

10. Architectural Barriers

The Subrecipient agrees to comply with the Architectural Barriers Act of 1968 when applicable and with access requirements of the State of Indiana and City of Elkhart.

11. Fair Housing

The Subrecipient agrees to affirmatively further fair housing.

X. ENVIRONMENTAL CONDITIONS

A. NEPA

The Subrecipient agrees to comply with the provisions of the National Environmental Protection Act of 1969 and regulations pursuant thereto.

B. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other

requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

C. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

D. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the parties have entered into this agreement on:

**Boys & Girls Clubs of Elkhart County – Elkhart Unit
(Subrecipient)**

By _____ Date: _____
Kevin Deary, President

**City of Elkhart Redevelopment Commission
(Grantee)**

By _____ Date: _____
Sandra Schreiber, President



2021
AMENDED Community Development Block Grant
– CV3 Subrecipient Agreement
By and Between the
City of Elkhart
And
Council on Aging of Elkhart County Inc
U.S. Department of Housing and Urban Development

Program Managed by the Community and Redevelopment Department
City of Elkhart, Indiana

Project Name: Community services for those impacted by COVID-19

Project Type: Increased public services

Subrecipient ID: 51-0178910

FAIN: B-20-MC-18-0015

Federal Award Date: July 13, 2020, June 24, 2021

Federal Award Amount: \$ 761,559.00 (CV1), \$271,969.00(CV3)

Research & Development Award: No

Environmental Status: Exempt per 24 CFR 58.34(a)

Other Fed Requirements: None

CDFA Number: 14.218

Account Number: 152-5-000-431.4400

IDIS Number:

Project Amount: \$53,300 Total

\$ 43,300 – CDBG-CV

\$ 10,000 - Other

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THIS AGREEMENT, entered by and between the City of Elkhart through its Redevelopment Commission (herein called the "Grantee") and Council on Aging of Elkhart County, Inc. (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG-CV Year 2019 **Increased Public Services Activity** in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program: **Meeting other needs having a particular urgency due to an immediate threat to health or welfare AND benefiting low-to-moderate income persons.**

PROGRAM DELIVERY

The Council on Aging of Elkhart County (COA) is requesting funding to support the cost of the following:

1. Delivery of groceries and prescriptions for those in quarantine due to positive COVID-19 testing or of a susceptible demographic such as age or ongoing illness
2. Personal protective equipment for staff and clients being served
3. Sanitation supplies needed to disinfect transportation vehicles for the prevention of COVID-19 contamination and spread
4. Required cleaning products to eliminate COVID-19 exposure within homes of In-home care clients

COA is pursuing funding to support the cost of support services for those impacted by COVID-19, in addition to maintaining the necessary safety measures. Funding will be used to serve those residing in Elkhart with a low-to-moderate income from May 1, 2020 through July 31, 2020. Grocery deliveries are provided to those required to quarantine at home, including those electing to do so in response to an inclusion in a highly susceptible demographic related to aging or illness. Expenditures for the purchase of grocery items are paid by the client or alternative funding source and not included in this grant request.

In accordance with CDC guidelines and the Indiana State Health Department, COA has implemented the following safety guidelines, protecting both the client and staff, to prevent the spread of COVID-19:

1. All field staff are required to wear face masks and gloves at all times will serving the public, fullbody protective suits and face shields are recommended by the Health Department and are used if supplies are available for purchase
2. Clients are required to wear face masks and practice self-cleaning requirements by using hand sanitizer furnished by COA during the time they are receiving services (all supplies provided by COA)

3. Passengers in our transport vehicles are required to socially distance by riding in the back of the vehicle only
4. Plexiglass barriers are being installed in all vehicles to allow for separation between staff and wheelchair bound clients are transported, as their chair must be secured in the center of the interior vehicle
5. Disinfecting of transport vehicles before and after every client rider, as well as a weekly, professional deep-clean oxide treatment to exterminate airborne and surface virus residue
6. Elimination of transporting multiple individuals at one time
7. Grocery deliveries are structured to allow for a contact-less service, with all transactions limited to doorstep delivery

Cleaning supplies for clients has always been a difficulty for our low-to-moderate income clients, frequently requiring caregivers to perform without the necessary resources. During this time where cleaning is imperative to maintaining one's health and life, a provision to allow these individuals to secure the cleaning products for disinfecting their homes and products coming into their home is essential.

COA is collaborating with Lifeline, the Salvation Army, Housing Authority and Church Community Services to make nutritional goods available to those with the greatest needs through a referral system. Lifeline prepared food boxes for delivery to the community by COA. Salvation Army is providing funding for grocery purchases on a limited basis. Church Community Services is also offering food items at their discounted rates to those receiving deliveries from COA. Community volunteers are assisting with grocery shopping.

GENERAL ADMINISTRATION

During the COVID-19 crisis, COA has continued its operations, with the exception of its Life Enrichment Activity Center and tax preparation services due to safe distancing practices. Each service (transportation to medical services, in-home care, Medicare counseling and savings programs, and resource library) have been modified to accommodate precautionary measures in prevention of the spread of COVID-19.

While transportation services have declined due to the decreased availability of medical services, the community has continued to require transports for essential services such as dialysis, cancer treatment, wound care and cardiovascular treatments. COA has transported the elderly and disabled for these needs throughout the duration of the stay-at-home order, as their financial resources and accessibility to alternative means are limited or non-existent despite their need for life-saving care. As these clients are highly susceptible to COVID-19, either due to age or ailment related health concerns, the safety invoked to secure a safe environment for them has been critical. All staff and passengers wear gloves and face masks. The interior of all transport vehicles is disinfected before and after each passenger. Elimination of shared rides, allowing only one passenger to be transported per trip, so each client can practice social distancing. Installation of plexiglass barriers between drivers and clients for the protection of both the client and COA personnel. All these safety measures have been implemented since the crisis began and will continue to be invoked until the crisis has succumbed, which will likely be beyond that of the general public's anticipated date of July 4, 2020. This prolonged return to normal operations is primarily due to COA being a service provider to the highly susceptible and greatly impacted nursing facilities throughout the county.

In-home care services have also continued without interruption. Demand for these services have not declined despite COVID-19. Initially five clients suspended services due to concerns of

exposure but nearly all subsequently returned within two weeks. New clients have continued to seek services, either having already started services or on a waiting list as staff additions are secured to accommodate the increasing demand. Often, these clients are unable to financially secure cleaning products to allow the caregivers the resources needed to successfully complete their intended goal of providing a safe environment for the client to reside. Current funding sources and insurance provides do not reimburse for these expenditures. Our goal is to secure the funding necessary to purchase cleaning products which will fight the COVID-19 virus and allow us to teach these clients how to maintain their personal hygiene and home to aid in prevention of infection.

While many are and will continue to be quarantined at home, either due to testing positive or as an aging or ill individual who is highly susceptible for contracting the virus, there are specific services they are unable to provide themselves. The greatest of these is the gathering of groceries and prescriptions. While some providers of these goods exist, the cost of such deliver limits an individual's ability to secure these items for consumption. Council on aging has been providing these services at no cost to the client for those aged 60 years and older and will continue until funds are depleted. However, there are no funding options for individuals 59 years and younger, although this demographic suffers from the same ailments and limited financial resources as those who are aging and disabled.

The safety of these individuals and our staff are a significant priority, especially in this time of preventing the spread of COVID-19 so the community can heal and eventually resume a satisfying, productive life. Face masks and cleaning supplies are in high demand and difficult to obtain by those we serve. Therefore, COA has assumed the burden to provide all those we serve in the transportation and in-home care departments with these items. All other services are conducted via technology options which prevent in-person contact.

With grocery deliveries being conducted for those under 60 years without available funding to support the cost, the extraordinary cleaning costs, and the decrease in transportation service volume, the financial impact on COA has been a significant burden. To ensure COA can accommodate the new demands of today's community and continue to be a sustainable organization capable of serving future demand, grant opportunities such as this are being pursued.

B. National Objectives

All activities funded with CDBG-CV funds must meet one of the CDBG-CV program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or Meeting other needs having a particular urgency due to an immediate threat to health or welfare, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity carried out under this Agreement will meet the **National Objective of Meeting other needs having a particular urgency due to an immediate threat to health or welfare. As defined in 24 CFR 570.208**

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Units/Year</u>
Food Distribution	175 persons/year

OBJECTIVE for this project is **Assistance with rent/mortgage and utility assistance to those with low-moderate income levels impacted by COVID-19.**

D. Staffing

Council on Aging of Elkhart County Inc has been in operation since 1975. Its mission is to keep seniors and the disabled safe, healthy and in their home as long as possible. Through utilization of its Transportation, In Home and Life Enrichment support services, the focus is on caring for mind, body and spirit. Services are designed to enhance wellness, quality of life, dignity and independent lifestyles for those transitioning through their changing physical capacities.

In addition to the capacity building of the fleet identified in section VI, COA is increasing its driver staff to accommodate the additional demand for services and overall objective to assist low-moderate

income households. Internal staff include the Transportation Manager who has direct oversight of the drivers, coordinates scheduling, maintenance and the Transportation Assistant, who processes all transport requests. An In Home Care Manager who oversees the caregivers. Tina Fraley, CFO, oversees operations of the Transportation and In Home Care departments. David Toney, CEO, oversees all functions of organization and manages contractual agreements with local nursing care facilities. Drivers are trained through the Indiana Department of Transportation (INDOT) and RTAP program oriented toward safety of passengers (Passenger Assistance Training, Defensive Driving, Emergency Evacuation courses), CPR and first aid certification through Goshen Health, and a multi-week hands on course supervised by the Transportation Manager. Annual updates on training and certification are required, along with passenger licensing by the Bureau of Motor Vehicles. In Home Care caregivers follow Indiana Department of Health regulations for a Personal Services Agency certification. Both drivers and caregivers are required to complete annual training, including CPR and First Aid certification.

Maintenance of vehicles is provided by a licensed mechanic. Vehicle inspection is conducted by the Indiana Department of Transportation.

Before client receives services, a mandatory client application is completed to obtain address, age, ethnicity, income and number of residents within the household information to ensure they qualify for access to CDBG funding. The income and household data is used to calculate level of poverty as compared to the HUD Income Limits and average income in Elkhart County. Only those qualifying under the poverty level guidelines distributed by the City of Elkhart will be authorized to have access to CDBG funding. At the time of transport, each client is typically required to provide a signature indicating the service was provided. While operating under COVID-19 safe-distancing limitations, signatures are not required but service is evident by payment authorization and store receipt records. Collected data is consolidated into a monthly spreadsheet and submitted with the monthly invoice to the City of Elkhart.

The data (name, date of trip, addresses picked up from and delivered to, and mileage) is collected, accumulated and monitored for adherence to the requirements of CDBG funding use. Monthly invoices are prepared from this information but are not submitted without verifying eligibility of each individual. To verify eligibility, the accumulated trip information is cross-referenced with the client database to ensure residential location and income requirements are in adherence. This data, along with ethnicity, is made available to the City of Elkhart along with each submitted monthly invoice.

Council on Aging will use the following performance measurements to ensure compliance with CDBG guidelines and successful utilization of funding to assist those most in need:

1. Income must be low-moderate based on HUD Income limits provided by the City of Elkhart
2. Recipients must reside within Elkhart
3. Determining need-based reason for service that correlates with COVID-19

Safety supplies are purchased as needed and utilized for those deemed qualified recipients under this application, specifically field staff and clients receiving transportation and in-home care services.

Performance Monitoring

At regular intervals during the term of this agreement the Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. If, as a result of such review, it is the opinion of the Grantee that revisions of the Scope of Services are necessary or the performance of the subrecipient is substandard, the City will notify the subrecipient in writing of specific issues that need to be addressed. Upon receipt of such notification, the subrecipient shall, within ten (10) days, propose the manner in which the issues will be addressed. The proposed revisions shall be subject to the City's written approval. If action to correct identified issues are not taken by the Subrecipient within the prescribed period of time as indicated in the written notification, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of July, 2020, and end on the 30th day of September, 2022, at which time the activities included in the Scope of Services shall be complete. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG-CV funds or other CDBG-CV assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Food Distribution	\$ 43,300
TOTAL	\$ 43,300

Any indirect costs charged must be consistent with the conditions of Paragraph VII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement for the acceptable performance, as determined by the Grantee, of the above defined Scope of Services shall not exceed **Forty Three Thousand Three Hundred and no/100 (\$43,300) Dollars**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance measures as described in the Scope of Service. Each drawdown request must be presented to the Grantee in the drawdown request form and with approved sources of documentation for expenses. All expenses shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and propriety of charges.

Payments are contingent upon the Subrecipient's compliance with the financial management system in accordance with the standards specified in 24 CFR 84.21.

In the event that the Subrecipient does not expend the amount allocated under this agreement or the project is canceled or terminated for any reason, any funds not claimed and approved for allowable costs shall revert back to the Grantee.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG-CV)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee, its officers, agents, employees, staff, and elected or appointed officials from any and all claims, actions, suits, charges

and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity

bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient is required to provide proof of insurance from time to time upon request but no less than annually. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement.

All buildings, offices, automobiles, trucks, vans, etc. purchased or supported in whole or part with funds made available under this agreement shall identify the City of Elkhart Community Development Program as a sponsor of the activity.

All pamphlets, brochures or other printed material prepared and/or distributed by the subrecipient in connection with activities for which Community Development Funding is provided under this Agreement shall identify the Community Development Department and HUD as sponsors of the activity by the inclusion of the following statement on all such materials: This (brochure, pamphlet, etc.) was produced (in whole or part) with the assistance of the City of Elkhart Community Development Program through funds made available by the US Department of Housing and Urban Development through the Housing and Community Development Act of 1977.

Failure to comply with the above shall result in a disallowance of all costs incurred in the printing and/or identification of said facility, publication, etc. Noncompliance shall result in an immediate halt in the processing of all claims submitted and payments due the subrecipient.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission of reports by the Subrecipient to the Grantee that are incorrect or incomplete in any material respect.

If the Subrecipient materially fails to comply with any terms of this agreement, the Grantee may take any of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient,
2. Disallow (that is deny both use of funds and matching credit for all or part of the cost of the activity or action not in compliance,
3. Wholly or partly suspend or terminate the current award for the Subrecipient's program,
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available. In taking an enforcement action, the Grantee will provide the Subrecipient an opportunity for such hearing, appeal or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

As of December 19, 2014, 2 CFR Part 200 (Uniform Administrative Requirements for Federal Awards) replaces and rescinds OMB Circular A-21 (Cost Principles for Educational Institutions), OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations), OMB Circular A-122 (Cost Principles for Non-Profit Organizations), OMB Circular A-89 (Catalog of Federal Domestic Assistance), OMB Circular A-102 (Grants and Cooperative Agreements With State and Local Governments), OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) and OMB Circular A-50 (Audit Follow-up).

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200 (formerly OMB Circulars A-122, Cost Principles for Non-Profit Organizations or A-21, Cost Principles for Educational

Institutions, as applicable). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-CV program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-CV assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of seven (7) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the seven-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the seven-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Privacy Act of 1974, 5 USC 552a, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and

determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG-CV funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Further, the Subrecipient will permit the Grantee, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this contract. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and conformance with 2 CFR Part 200 (formerly OMB Circular A-133).

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-CV funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit monthly Progress Reports on the form provided by the Grantee detailing the expenditures of funds and progress made toward achieving

program goals as described in the Scope of Service. The Subrecipient shall submit an annual report within 30 days of that report form becoming available by the Grantee. This report must provide all required data regarding beneficiaries and the services provided to them in accordance with the Scope of Service.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The subrecipient shall keep inventory records, acceptable to the Grantee, on all nonexpendable property purchased with project funds. The Agency shall submit an inventory record of all items at the end of the program year and resubmit it each program year with revisions as necessary.

The Subrecipient shall be responsible for the maintenance and upkeep of all nonexpendable property. The subrecipient shall also maintain sufficient insurance to cover the cost of replacement of any property purchased with supplemental funds, of loss due to fire, theft or accidental damage.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used to meet one of the CDBG-CV National Objectives pursuant to 24 CFR 570.208 until the completion of the prescribed affordability period indicated in the recorded note for the project. If the Grantee determines that the Subrecipient fails to use CDBG-CV-assisted real property in a manner that meets a CDBG-CV National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the note balance less any portion forgiven by the date of the default. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this agreement after the expiration of the affordability period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds

received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG-CV program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG-CV funds used to acquire the equipment].

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-CV-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with City Fair Housing Ordinance 4210 and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and the implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very

low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-CV-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-CV-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-CV-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-CV-assisted activity, or with respect to the proceeds from the CDBG-CV-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

The Subrecipient agrees that it will incorporate into every contract required to be in writing the following provisions: Interest of Contractor and Employees.--The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any personal financial interest, direct or indirect, in this Contract.

The assistance provided under this agreement shall not be used in payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1977, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright & Patents

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery, including rights under any patent issued thereon, shall be disposed on and administered, in order to protect the public interest.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

8. The Subrecipient will certify that it will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about
 - i) The dangers of drug abuse in the workplace
 - ii) The grantee's policy of maintaining a drug-free workplace;
 - iii) Any available drug counseling, rehabilitation, and employee assistance programs;
 - iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that any each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
 - d. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will-
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer in writing of his or her conviction for a violation of a
 - e. criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

Notifying the HUD in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless HUD has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4 (b), with respect to any employee who is so convicted-
 - i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

9. Debarment and Suspension Common Rule

The Subrecipient shall comply with the non-procurement debarment and suspension common rule implementing E.O.'s 12549 and 12689 "Debarment and Suspension" at 24 CFR part 24. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

10. Architectural Barriers

The Subrecipient agrees to comply with the Architectural Barriers Act of 1968 when applicable and with access requirements of the State of Indiana and City of Elkhart.

11. Fair Housing

The Subrecipient agrees to affirmatively further fair housing.

X. ENVIRONMENTAL CONDITIONS

A. NEPA

The Subrecipient agrees to comply with the provisions of the National Environmental Protection Act of 1969 and regulations pursuant thereto.

B. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

C. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

D. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-CV-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set

forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the parties have entered into this agreement on:

**Council on Aging of Elkhart County Inc.
(Subrecipient)**

By _____ Date: _____

**City of Elkhart Redevelopment Commission
(Grantee)**

By _____ Date: _____
Sandra Schreiber, President

RESOLUTION NO. 22-R-_____

**A RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA
ACCEPTING THE TRANSFER OF REAL PROPERTY FROM
THE CITY OF ELKHART**

1033 Hubbard, 1108 W. Blaine and 1923 Lane Avenue

WHEREAS, the Elkhart Redevelopment Commission (the “Commission”), the governing body of the Elkhart, Indiana, Department of Redevelopment (the “Department”) and of the Redevelopment District of the City of Elkhart, Indiana (the “Redevelopment District”), exists and operates under the provisions of I.C. § 36-7-14, as amended from time to time (the “Act”) and is a body corporate and politic; and

WHEREAS, the City of Elkhart, Indiana, Board of Public Works (the “Board”) has custody of and may maintain all real property owned by the City of Elkhart, Indiana (the “City”) pursuant to I.C. § 36-9-6-3; and

WHEREAS, pursuant to I.C. § 36-1-11-8, the City, acting by and through the Board, may transfer property to another governmental entity upon terms and conditions agreed upon by the two (2) entities as evidenced by the adoption of substantially identical resolutions of each entity; and

WHEREAS, the Department, through the Commission, desires to accept transfer of the Property from the City and to authorize the staff of the Department to accept quitclaim deeds effecting the transfer of the Property and cause those to be presented for recording; and

WHEREAS, the City, by and through the Board, wishes to transfer to the Commission certain parcels of land or interests therein previously acquired by the Board and more particularly described at Exhibit A (the “Property”); and

WHEREAS, the Board has adopted a resolution consistent with the requirement of I.C. § 36-1-11-8.

NOW, THEREFORE, BE IT RESOLVED BY THE ELKHART REDEVELOPMENT COMMISSION AS FOLLOWS:

1. The transfer of the Property, or the City’s interests therein, described at Exhibit A situated in Elkhart County, Indiana, by the City of Elkhart, Indiana, acting by and through its Board of Public Works, to the “City of Elkhart, Department of Redevelopment, a municipal corporation” shall be, and hereby is, authorized and approved.

2. The staff of the Department of Redevelopment shall be, and hereby are, authorized to accept and cause to be recorded with the Elkhart County Recorder’s Office a quit claim deed transferring the City’s interests in the Property described at Exhibit A.

3. This Resolution shall be in full force and effect upon its adoption.

ADOPTED at a meeting of the Elkhart Redevelopment Commission held on June 14, 2022,
at 229 South Second Street, Elkhart, Indiana 46516.

**CITY OF ELKHART,
DEPARTMENT OF REDEVELOPMENT**

Signature

Sandra Schreiber, President
Printed Name and Title

Elkhart Redevelopment Commission

ATTEST:

Signature

Alex Holtz, Secretary
Printed Name and Title

Elkhart Redevelopment Commission

EXHIBIT A

Property to be Transferred

Tract 1:

A strip of land Forty (40) feet in width by parallel lines from off of the west side of Lot Number Four Hundred Forty (440) as the said lot is known and designated on the Recorded Plat of WOLF'S FOURTH EDITION to the City of Elkhart, Indiana.

Commonly known as 1033 Hubbard.

Tax ID No. 20-06-08-358-001.000-012.

Tract 2:

The East One-half (E 1/2) of Lot Numbered Three Hundred Thirteen (313) as, the said Lot is known and designated on the recorded Plat of Wolf's Third, an Addition to the City of Elkhart, Elkhart County, Indiana; said plat being recorded in Deed Record 71, page 572 in the Office of the Recorder of Elkhart County, Indiana.

Commonly Known As: 1108 West Blaine Avenue, Elkhart, IN 46516

Parcel No.: 20-06-08-351-013.000-012

Tract 3:

Lot Number 233, as the said Lot is known and designated on the recorded Plat of ALLENDALE PLAT, an Addition to the City of Elkhart; said Plat being recorded in Deed Record 98, page 226 in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as 1923 Lane Avenue.

Tax ID No. 20-06-09-385-013.000-012.

CITY OF ELKHART

The city with a heart

TO: Board of Public Works
FROM: Elkhart City Attorney
DATE: June 7, 2022
RE: Resolution 22-R-09 Transfer of Tax Parcels 20-06-08-358-001.000-012;
20-06-08-351-013.000-012 and 20-06-09-385-013.000-012

The City acquired the title to 1033 Hubbard and 1923 Lane Avenue from the County. Each parcel was in the tax sale and not purchased. As a result, the tax sale certificates were transferred to the County. The County offered these to the City. In addition, the City acquired title to 1108 W. Blaine from Bank of America. All 3 parcels were improved using federal funding from the Neighborhood Stabilization Program, are currently being leased to income qualified families, and are subject to affordability restrictions. Because the parcels were originally placed in the name of the City, rather than in "City of Elkhart, Department of Redevelopment", it is now necessary to transfer these parcels to the City of Elkhart, Department of Redevelopment so the Redevelopment Commission can complete a sale of these parcels to qualified buyers.

The Legal Department respectfully requests the Board of Public Works to:

Approve Resolution 22-R-09 Approving the Transfer of Real Estate to the City of Elkhart, Department of Redevelopment.

6/7/22
DATE
APPROVED BY CITY OF ELKHART
BOARD OF PUBLIC WORKS
Ronnie Dan
Jesse B
Jew

RESOLUTION NO. 22-R-09

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS
OF THE CITY OF ELKHART, INDIANA
AUTHORIZING THE TRANSFER OF REAL PROPERTY
TO THE ELKHART REDEVELOPMENT COMMISSION**

1033 Hubbard; 1108 W. Blaine and 1923 Lane Avenue

WHEREAS, the Elkhart Redevelopment Commission (the "Commission"), the governing body of the Elkhart, Indiana, Department of Redevelopment (the "Department") exists and operates under the provisions of I.C. § 36-7-14, as amended from time to time (the "Act") and is a body corporate and politic; and

WHEREAS, the City of Elkhart, Indiana, Board of Public Works (the "Board") has custody of and may maintain all property owned by the City of Elkhart, Indiana (the "City") pursuant to I.C. § 36-9-6-3; and

WHEREAS, pursuant to I.C. § 36-1-11-8, the City, acting by and through the Board, may transfer property to another governmental entity upon terms and conditions agreed upon by the two (2) entities as evidenced by the adoption of substantially identical resolutions of each entity; and

WHEREAS, the Department, by and through the Commission, has presented to the Board, a request for the transfer to the Commission of the lots more particularly described at Exhibit A (the "Property"); and

WHEREAS, the City, through the Board, desires to transfer the Property to the Department; and

WHEREAS, the Department will adopt a resolution consistent with the requirement of I.C. § 36-1-11-8.

NOW, THEREFORE, BE IT RESOLVED BY THE ELKHART BOARD OF PUBLIC WORKS AS FOLLOWS:

1. The transfer of the Property described at Exhibit A situated in Elkhart County, Indiana to the City of Elkhart, Department of Redevelopment, shall be, and hereby is, authorized and approved.
2. This Resolution shall be in full force and effect upon its adoption and upon the adoption by the Department of a resolution consistent with the requirements of I.C. § 36-1-11-8.

ADOPTED at a meeting of the Elkhart Board of Public Works held on June 7, 2022 at 229 South Second Street, Elkhart, Indiana 46516.

**CITY OF ELKHART
BOARD OF PUBLIC WORKS**

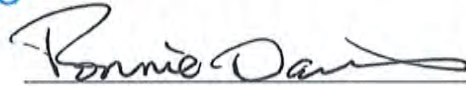


Michael C. Machlan, President

Chad Crabtree, Vice-President



Jamie Arce, Member

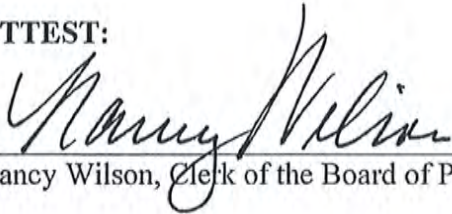


Ronnie Davis, Member



Rose Rivera, Member

ATTEST:



Nancy Wilson, Clerk of the Board of Public Works

PROPERTY TO BE TRANSFERRED

EXHIBIT "A"

Tract 1:

A strip of land Forty (40) feet in width by parallel lines from off of the west side of Lot Number Four Hundred Forty (440) as the said lot is known and designated on the Recorded Plat of WOLF'S FOURTH EDITION to the City of Elkhart, Indiana.

Commonly known as 1033 Hubbard.
Tax ID No. 20-06-08-358-001.000-012.

Tract 2:

The East One-half (E 1/2) of Lot Numbered Three Hundred Thirteen (313) as, the said Lot is known and designated on the recorded Plat of Wolf's Third, an Addition to the City of Elkhart, Elkhart County, Indiana; said plat being recorded in Deed Record 71, page 572 in the Office of the Recorder of Elkhart County, Indiana.

Commonly Known As: 1108 West Blaine Avenue, Elkhart, IN 46516
Parcel No.: 20-06-08-351-013.000-012

Tract 3:

Lot Number 233, as the said Lot is known and designated on the recorded Plat of ALLENDALE PLAT, an Addition to the City of Elkhart; said Plat being recorded in Deed Record 98, page 226 in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as 1923 Lane Avenue.
Tax ID No. 20-06-09-385-013.000-012.

RETURN TO:

Department of Redevelopment
229 South Second Street
Elkhart, Indiana 46516

AUDITOR'S RECORD

TRANSFER NO.: _____
TAXING UNIT: _____
DATE: _____
PARCEL ID: _____

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH, THAT the City of Elkhart, Indiana *the Grantor Conveys and Quit-claims to* City of Elkhart, Department of Redevelopment, a Municipal Corporation, *the Grantee*

for no monetary consideration, the following described real estate in Elkhart County, in the State of Indiana, to-wit:

Tract 1:

A strip of land Forty (40) feet in width by parallel lines from off of the west side of Lot Number Four Hundred Forty (440) as the said lot is known and designated on the Recorded Plat of WOLF'S FOURTH EDITION to the City of Elkhart, Indiana.

Commonly known as 1033 Hubbard.
Tax ID No. 20-06-08-358-001.000-012.

Tract 2:

The East One-half (E 1/2) of Lot Numbered Three Hundred Thirteen (313) as, the said Lot is known and designated on the recorded Plat of Wolf's Third, an Addition to the City of Elkhart, Elkhart County, Indiana; said plat being recorded in Deed Record 71, page 572 in the Office of the Recorder of Elkhart County, Indiana.

Commonly Known As: 1108 West Blaine Avenue
Parcel No.: 20-06-08-351-013.000-012

Tract 3:

Lot Number 233, as the said Lot is known and designated on the recorded Plat of ALLENDALE PLAT, an Addition to the City of Elkhart; said Plat being recorded in Deed Record 98, page 226 in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as 1923 Lane Avenue.
Tax ID No. 20-06-09-385-013.000-012.

The Grantor herein is a tax-exempt entity and therefore there are no real estate taxes or assessments levied or assessed against the above-designated real estate prior to the date of this deed.

The Grantor hereby conveys the above-described real estate free and clear of all leases, licenses, or other interests, both legal and equitable, subject to all easements, highways and public rights of way of record.

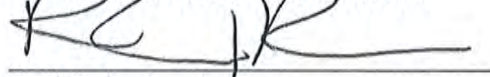
The undersigned state that each is a duly elected official of the Grantor and that each has statutory authority to execute this Deed.

NO SALES DISCLOSURE REQUIRED

Executed this 7th day of June, 2022.

“GRANTOR”

CITY OF ELKHART, INDIANA



Rod Roberson, Mayor

ATTEST:



Debra Barrett, City Clerk

RESOLUTION NO. 22-R-_____

A RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA
ACCEPTING THE TRANSFER OF REAL PROPERTY FROM
THE CITY OF ELKHART

209 North Second Street

WHEREAS, the Elkhart Redevelopment Commission (the “Commission”), the governing body of the Elkhart, Indiana, Department of Redevelopment (the “Department”) and of the Redevelopment District of the City of Elkhart, Indiana (the “Redevelopment District”), exists and operates under the provisions of I.C. § 36-7-14, as amended from time to time (the “Act”) and is a body corporate and politic; and

WHEREAS, the City of Elkhart, Indiana, Board of Public Works (the “Board”) has custody of and may maintain all real property owned by the City of Elkhart, Indiana (the “City”) pursuant to I.C. § 36-9-6-3; and

WHEREAS, pursuant to I.C. § 36-1-11-8, the City, acting by and through the Board, may transfer property to another governmental entity upon terms and conditions agreed upon by the two (2) entities as evidenced by the adoption of substantially identical resolutions of each entity; and

WHEREAS, the City, by and through the Board, wishes to transfer to the Commission certain parcels of land or interests therein previously acquired by the Board and more particularly described at Exhibit A (the “Property”); and

WHEREAS, the Department, through the Commission, desires to accept transfer of the Property from the City and to authorize the staff of the Department to accept a quitclaim deed effecting the transfer of the Property and cause the Deed to be presented for recording; and

WHEREAS, the Board has adopted a resolution consistent with the requirement of I.C. § 36-1-11-8.

NOW, THEREFORE, BE IT RESOLVED BY THE ELKHART REDEVELOPMENT COMMISSION AS FOLLOWS:

1. The transfer of the Property, or the City’s interests therein, described at Exhibit A situated in Elkhart County, Indiana, by the City of Elkhart, Indiana, acting by and through its Board of Public Works, **(Inter-Department)** to the “City of Elkhart, Department of Redevelopment, a municipal corporation” shall be, and hereby is, authorized and approved.

2. The staff of the Department of Redevelopment shall be, and hereby are, authorized to accept and cause to be recorded with the Elkhart County Recorder’s Office a quit claim deed transferring the City’s interests in the Property described at Exhibit A.

3. This Resolution shall be in full force and effect upon its adoption.

ADOPTED at a meeting of the Elkhart Redevelopment Commission held on June 14, 2022, at 229 South Second Street, Elkhart, Indiana 46516.

**CITY OF ELKHART,
DEPARTMENT OF REDEVELOPMENT**

Signature

Sandra Schreiber, President
Printed Name and Title

Elkhart Redevelopment Commission

ATTEST:

Signature

Alex Holtz, Secretary
Printed Name and Title

Elkhart Redevelopment Commission

EXHIBIT A

Property to be Transferred

Parcel No.

Address

20-06-05-328-013.000-012

209 Second Street

Lot Number Forty-six (46) as the said Lot is known and designated on the recorded ORIGINAL PLAT OF THE TOWN (now City) OF ELKHART; said Plat being recorded in Deed Record 1, page 34, in the Office of the Recorder of Elkhart County, Indiana.

RETURN TO:

Department of Redevelopment
229 South Second Street
Elkhart, Indiana 46516

AUDITOR'S RECORD

TRANSFER NO.: _____
TAXING UNIT: _____
DATE: _____
PARCEL ID: _____

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH, THAT the City of Elkhart, Indiana *the Grantor Conveys and Quit-claims* to City of Elkhart, Indiana, Department of Redevelopment, a Municipal Corporation, *the Grantee*

for no monetary consideration, the following described real estate in Elkhart County, in the State of Indiana, to-wit:

Lot Number Forty-six (46) as the said Lot is known and designated on the recorded ORIGINAL PLAT OF THE TOWN (now City) OF ELKHART; said Plat being recorded in Deed Record 1, page 34, in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as 209 North Second Street, Elkhart, IN 46516. Parcel number 20-06-05-328-013.000-012

The Grantor herein is a tax-exempt entity and therefore there are no real estate taxes or assessments levied or assessed against the above-designated real estate prior to the date of this deed.

The Grantor hereby conveys the above-described real estate free and clear of all leases, licenses, or other interests, both legal and equitable, subject to all easements, restrictions, and highways as public rights of way of record.

The undersigned state that each is a duly elected official of the Grantor and that each has statutory authority to execute this Deed.

NO SALES DISCLOSURE REQUIRED

Executed this 7th day of June, 2022.

“GRANTOR”

CITY OF ELKHART, INDIANA

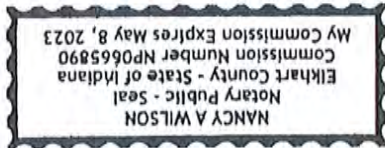
[Signature]
Rod Roberson, Mayor

ATTEST:

[Signature]
Debra Barrett, City Clerk

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

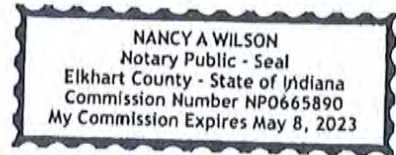
Before me, a Notary Public in and for said County and State, personally appeared Rod Roberson and Debra Barrett, the Mayor and City Clerk, respectively, of the City of Elkhart, Indiana, and acknowledged the execution of the foregoing on the 7th day of June, 2022.



[Signature]
Nancy A. Wilson
Notary Public

Interests in land acquired by:

City of Elkhart,
Department of Redevelopment
229 South Second Street
Elkhart, Indiana 46516



ACCEPTANCE

The Grantee hereby accepts the foregoing Quit Claim Deed.

Executed this _____ day of June, 2022.

“GRANTEE”

DEPARTMENT OF REDEVELOPMENT

Sandra Schreiber, President
Elkhart Redevelopment Commission

ATTEST:

Alex Holtz, Secretary

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, personally appeared Sandra Schreiber and Alex Holtz, known to me to be the President and Secretary of the City of Elkhart Redevelopment Commission, and acknowledged the execution of the foregoing Acceptance on the _____ day of June, 2022.

Notary Public

This Instrument was prepared by the law firm of Warrick & Boyn, LLP, 861 Parkway Avenue, Elkhart, Indiana 46516, by Gary D. Boyn. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Gary D. Boyn

CITY OF ELKHART

The city with a heart

TO: Board of Public Works
FROM: Elkhart City Attorney
DATE: June 7, 2022
RE: Resolution 22-R-11 Transfer of Tax Sale Parcel 20-06-05-328-013.000-012

The City acquired the title to 209 North Second Street from the County. The parcel was in the tax sale and not purchased. As a result, the tax sale certificates were transferred to the County. The County offered these to the City, Department of Redevelopment. Because the parcel was originally placed in the name of the City, rather than in "City of Elkhart, Department of Redevelopment", it is now necessary to transfer the parcel to the City of Elkhart, Department of Redevelopment so the Redevelopment Commission can complete a sale of this parcel.

The Legal Department respectfully requests the Board of Public Works to:

Approve Resolution 22-R-11 Approving the Transfer of Real Estate to the City of Elkhart, Department of Redevelopment.

6/7/22
DATE
APPROVED BY CITY OF ELKHART
BOARD OF PUBLIC WORKS
Mick Mull
Pennie Dan
John No

RESOLUTION NO. 22-R-11

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS
OF THE CITY OF ELKHART, INDIANA
AUTHORIZING THE TRANSFER OF REAL PROPERTY
TO THE ELKHART REDEVELOPMENT COMMISSION**

209 North Second Street

WHEREAS, the Elkhart Redevelopment Commission (the "Commission"), the governing body of the Elkhart, Indiana, Department of Redevelopment (the "Department") exists and operates under the provisions of I.C. § 36-7-14, as amended from time to time (the "Act") and is a body corporate and politic; and

WHEREAS, the City of Elkhart, Indiana, Board of Public Works (the "Board") has custody of and may maintain all property owned by the City of Elkhart, Indiana (the "City") pursuant to I.C. § 36-9-6-3; and

WHEREAS, pursuant to I.C. § 36-1-11-8, the City, acting by and through the Board, may transfer property to another governmental entity upon terms and conditions agreed upon by the two (2) entities as evidenced by the adoption of substantially identical resolutions of each entity; and

WHEREAS, the Department, by and through the Commission, has presented to the Board a request for the transfer to the Commission of the improved lot more particularly described at Exhibit A (the "Property"); and

WHEREAS, the City, through the Board, desires to transfer the Property to the Department; and

WHEREAS, the Department will adopt a resolution consistent with the requirement of I.C. § 36-1-11-8.

NOW, THEREFORE, BE IT RESOLVED BY THE ELKHART BOARD OF PUBLIC WORKS AS FOLLOWS:

1. The transfer of the Property described at Exhibit A situated in Elkhart County, Indiana to the City of Elkhart, Department of Redevelopment, shall be, and hereby is, authorized and approved.
2. This Resolution shall be in full force and effect upon its adoption and upon the adoption by the Department of a resolution consistent with the requirements of I.C. § 36-1-11-8.

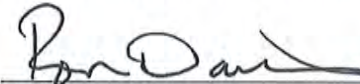
ADOPTED at a meeting of the Elkhart Board of Public Works held on June 7, 2022 at 229 South Second Street, Elkhart, Indiana 46516.

**CITY OF ELKHART
BOARD OF PUBLIC WORKS**




Michael Machlan, President

~~Chad Crabtree, Vice-President~~



Ron Davis, Member

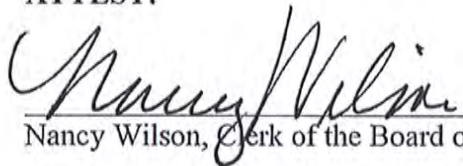


Jamie Arce, Member



Rose Rivera, Member

ATTEST:



Nancy Wilson, Clerk of the Board of Public Works

PROPERTY TO BE TRANSFERRED

EXHIBIT "A"

Lot Number Forty-six (46) as the said Lot is known and designated on the recorded ORIGINAL PLAT OF THE TOWN (now City) OF ELKHART; said Plat being recorded in Deed Record 1, page 34, in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as 209 North Second Street, Elkhart, IN 46516. Parcel number 20-06-05-328-013.000-012

RESOLUTION NO. 22-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,
INDIANA, APPROVING IDEM VRIP BILLINGS FOR THE G&W SITE AND
APPROPRIATING FUNDS

Whereas, The Commission's application for acceptance of the G&W Site into the IDEM Voluntary Remediation Program has been approved and the Commission is responsible for paying the Program cost billings of IDEM; and

Whereas, The Commission has received and reviewed IDEM Invoice 339265 for \$543.75, Invoice 339266 for \$18.75, Invoice 339267 for \$1443.75 (the "IDEM Invoices"); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the IDEM Invoices be approved for payment and the funds be appropriated to pay the invoices.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the IDEM Invoices for payment.
2. The Commission appropriates the sum of \$2006.75 from the Consolidated South Elkhart Economic Development/Redevelopment TIF Area Special Fund to pay the IDEM Invoices.
3. The Commission authorizes the officers and staff to do all acts which they deem necessary and desirable to process the IDEM Invoices for prompt payment.

ADOPTED BY MAJORITY VOTE THIS 14th DAY OF JUNE 2022.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

PLEWS SHADLEY RACHER & BRAUN LLP

ATTORNEYS AT LAW
1346 NORTH DELAWARE STREET
INDIANAPOLIS, INDIANA 46202-2415
TELEPHONE (317) 637-0700
FACSIMILE (317) 663-1898

April 26, 2022

Via Email

David A. Temple
Drewry Simmons Vornehm LLP
736 Hanover Place, Suite 200
Carmel, IN 46032
dtemple@dsvlaw.com

Brent Huber
Ice Miller LLP
One American Square, Suite 2900
Indianapolis, IN 46282-0200
Brent.Huber@icemiller.com

David L. Reiser
K&L Gates LLP
70 West Madison Street, Suite 3300
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Joseph V. Macha
Foley & Mansfield, PLLP
11350 N. Meridian Street, Suite 110
Carmel, IN 46032
jmacha@foleymansfield.com

Scott A. Harkness
Norris Choplin Schroeder LLP
101 West Ohio Street, Ninth Floor
Indianapolis, IN 46204-4213
SHarkness@ncs-law.com

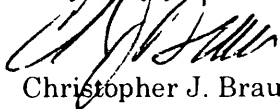
Re: Invoice Regarding City of Elkhart Redevelopment Commission v. Labour
Pump Company, et al.
Elkhart Superior Court, Cause No. 20D02-1512-CT-000210

Dear Counsel:

Enclosed is our invoice for services rendered and expenses paid on behalf of the above-referenced matter regarding mediation through the month of March 2022.

If you have any questions regarding the enclosure, do not hesitate to contact me. Otherwise, we appreciate the opportunity to provide legal services to you.

Very truly yours,



Christopher J. Braun

CJB/clc
Enclosure

04/26/2022

Account No: 000067.5200

Mediation

Invoice No: 263714

Recapitulation

Timekeeper	Title	Hours	Rate	Total
Christopher J. Braun	Partner	4.00	\$400.00	\$1,600.00

Expenses and Advances

Amount

03/02/2022	A+ Conferencing LLP - Conference call on 3/2/22 - Chris Braun.	13.81
Sub-total Expenses and Advances:		<u>\$13.81</u>

Payments

03/10/2022	Payment from Secura Insurance for invoice 262328. Thank you!	8.00
03/10/2022	Payment from Secura Insurance for invoice 262328. Thank you!	8.00
03/16/2022	Payment from client for invoice 262742. Thank you!	8.12
03/16/2022	Payment from K&L Gates for invoice 262742. Thank you!	8.12
03/28/2022	Payment from Norris Choplin Schroeder LLP for invoice 262742. Thank you!	8.12
04/04/2022	Payment from Foley & Mansfield for invoice 262328. Thank you!	16.00
04/06/2022	Payment from Secura Insurance for invoice 262742. Thank you!	8.12
04/25/2022	Payment from Foley & Mansfield for invoice 262742. Thank you!	8.12
Sub-total Payments:		<u>\$72.60</u>

Trust Account

Beginning Balance: \$3,948.40

03/16/2022	City of Elkhart payment for PSRB Invoice 262742.	(8.12)
03/16/2022	K&L Gates payment for PSRB Invoice 262742.	(8.12)
03/28/2022	Foley & Mansfield: Payment for invoice 262328 \$16.00 due. Overpaid \$64.00	80.00
04/04/2022	Foley & Mansfield: Payment for invoice 262328 \$16.00 due.	(16.00)
04/04/2022	Secura Insurance (Drewy Simmons) \$8.12 due on invoice 262742.	12.08
04/06/2022	Secura Insurance (Drewy Simmons) Invoice 262742.	(8.12)
04/20/2022	Foley & Mansfield: Payment on invoice 262742 \$8.12 due. Paid full amount of invoice.	40.60
04/20/2022	Secura Insurance (Drewy Simmons): Payment for invoice 262742 \$8.12 due & already paid 4/6/22	12.08
04/25/2022	Foley & Mansfield: Payment on invoice 262742.	(8.12)
Ending Balance:		<u>\$4,044.68</u>

Please remit payment to our Indianapolis office. To ensure proper credit of your payment, please include your account number and invoice number on your payment. Thank you.

INVOICE

Please Remit To:

INDIANA DEPT. OF ENVIRONMENTAL MANAGEMENT
 PO BOX 3295
 INDIANAPOLIS IN 46206-3295

Page: 1
 Invoice No: 000339265
 Invoice Date: 04/22/2022
 Customer Number: CST100023409
 Bill Type: 001
 Payment Terms: NET 30
 Due Date: 05/22/2022

Bill To: 000189

ENVIROFORENSICS INC
 NICOLE CRAIG - G&W INDUSTRIES
 825 NORTH CAPITOL AVENUE
 INDIANAPOLIS IN 46204

AMOUNT DUE: 543.75 USD

Amount Remitted

Note Address Changes Above

Email Address: _____

Write the invoice number on your check and return the upper portion of this invoice.

For billing questions, please email us at VRP@IDEM.IN.GOV

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
1		6191103-L119	9/19-10/02/21 Cooper S	2.00	HUR	75.00	150.00
2		6191103-L119	9/19-10/02/21 Pettifor T	2.50	HUR	75.00	187.50
3		6191103-L126	10/17-10/30/21 Groves D	0.75	HUR	75.00	56.25
4		6191103-L119	10/31-11/13/21 Risch J	2.00	HUR	75.00	150.00

- Accounts Receivable is accepting payments online by e-Check, Master Card, Visa or Discover. Please visit www.in.gov/idem. Under Online Services, click Online Payment options and follow the prompts.
 - You may also call us at 317-234-3099 and follow the instructions for Master Card, Visa or Discover payments.

- A processing fee of \$1 plus 1.99% will be charged for credit card payments. A processing fee of \$1.00 will be charged for eCheck payments.

- This invoice reflects costs of response and remediation, including project oversight, incurred by the Indiana Department of Environmental Management (IDEM) and the State of Indiana.

- Invoice costs provided herein include costs associated with project management and oversight by IDEM and the State of Indiana. Costs may also include travel costs, sampling/laboratory analytical costs and contractor costs.

- Owners, operators, and responsible parties are liable for the costs of response and remediation incurred by IDEM and the State of Indiana. IC 13-25-4-8, Section 107(a) of CERCLA, and/or IC 13-24-1-4.

- Pursuant to IC § 24-4.6-1, interest for this invoice shall begin accruing if payment is not received by the due date noted above.

- IDEM's Tax ID # 35-6000158

- Checks should be made payable to the:

HAZARDOUS SUBSTANCE RESPONSE TRUST FUND

- The individual who worked on the project, a general description of the work performed, the number of hours, the hourly rate, and the total cost is provided above by pay period based on the following coding element:

- L101 - Natural Resources Damages
- L103 - Site Assessment-Field Sampling
- L104 - Document/Plan Evaluation
- L105 - Env Rest Cov/Deed Restriction



INVOICE

Please Remit To:

INDIANA DEPT. OF ENVIRONMENTAL MANAGEMENT
 PO BOX 3295
 INDIANAPOLIS IN 46206-3295

Page: 1
 Invoice No: 000339266
 Invoice Date: 04/22/2022
 Customer Number: CST100023409
 Bill Type: 001
 Payment Terms: NET 30
 Due Date: 05/22/2022

Bill To: 001447

ENVIROFORENSICS INC
 NICOLE CRAIG - G&W INDUSTRIES
 825 NORTH CAPITOL AVENUE
 INDIANAPOLIS IN 46204

AMOUNT DUE: 18.75 USD

Amount Remitted

Note Address Changes Above Email Address: _____

Write the invoice number on your check and return the upper portion of this invoice.

For billing questions, please email us at VRP@IDEM.IN.GOV

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
1		6200702-L129	10/17-10/30/21 Kauffman E	0.25	HUR	75.00	18.75

TOTAL AMOUNT DUE : 18.75

Please write the invoice number on your check and return the upper portion of this invoice with remittance.



INVOICE

Please Remit To:

INDIANA DEPT. OF ENVIRONMENTAL MANAGEMENT
 PO BOX 3295
 INDIANAPOLIS IN 46206-3295

Page: 1
 Invoice No: 000339267
 Invoice Date: 04/22/2022
 Customer Number: CST100023409
 Bill Type: 001
 Payment Terms: NET 30
 Due Date: 05/22/2022

Bill To: 001446
 ENVIROFORENSICS INC
 NICOLE CRAIG - G&W INDUSTRIES
 825 NORTH CAPITOL AVENUE
 INDIANAPOLIS IN 46204

AMOUNT DUE: 1,443.75 USD

Amount Remitted

Note Address Changes Above Email Address: _____

Write the invoice number on your check and return the upper portion of this invoice.

For billing questions, please email us at VRP@IDEM.IN.GOV

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
1		6200801-L129	9/19-10/02/21 Kauffman E	0.75	HUR	75.00	56.25
2		6200801-L104	9/19-10/02/21 Kelso K	6.00	HUR	75.00	450.00
3		6200801-L129	10/03-10/16/21 Kauffman E	0.75	HUR	75.00	56.25
4		6200801-L121	10/03-10/16/21 Kauffman E	7.25	HUR	75.00	543.75
5		6200801-L126	10/17-10/30/21 Kauffman E	0.50	HUR	75.00	37.50
6		6200801-L129	10/17-10/30/21 Kauffman E	1.00	HUR	75.00	75.00
7		6200801-L121	10/17-10/30/21 Kauffman E	3.00	HUR	75.00	225.00

TOTAL AMOUNT DUE : 1,443.75

Please write the invoice number on your check and return the upper portion of this invoice with remittance.

RESOLUTION NO. 22-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, APPROVING INVOICE FOR LABOUR PUMP
MEDIATOR SERVICES AND APPROPRIATING FUNDS FOR PAYMENT

Whereas, The Commission has employed Ice Miller, LLP to seek recovery of City costs and damages arising from the environmental contamination at the former Labour Pump site; and

Whereas, the Contract for Services requires the City to pay its share for Mediation expenses as incurred; and

Whereas, the Mediator has submitted attached invoice 263714 for services through March 31, 2022, the balance due on the Commission's share, after application of prior payments, is \$199.68 (the "Invoice"); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the Invoice be approved and the funds appropriated to pay the same.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Invoice for payment in the amount of \$199.68
2. The Commission appropriates the sum of \$199.68 from the Consolidated South Elkhart Economic Development/Redevelopment Area TIF Special Fund to pay for the City's share of the Invoice.
3. The Commission authorizes its officers to do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 14h DAY OF JUNE 2022.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Alex Holtz, Secretary

NOTICE OF PUBLIC MEETING TO CONSIDER
GRANT OR SALE OF REAL PROPERTY
UNDER I.C. 36-7-14-22.2

Notice is hereby given that the Redevelopment Commission of the City of Elkhart, Indiana will on the 12th day of July, 2022, at 4:00 p.m. (EST), at the Common Council Chambers in the Municipal Building, 229 South Second Street, Elkhart, Indiana, conduct a public meeting to consider granting or selling the following real estate located in the City and County of Elkhart, State of Indiana, to wit:

Parcel 1:

Lot Number Forty-six (46) as the said Lot is known and designated on the recorded ORIGINAL PLAT OF THE TOWN (now City) OF ELKHART; said Plat being recorded in Deed Record 1, page 34, in the Office of the Recorder of Elkhart County, Indiana.

Commonly known as 209 North Second Street, Elkhart, IN 46516. Parcel number 20-06-05-328-013.000-012

Parcel 2:

A part of Lot Eleven (11) in Kimball & Chapman's Addition to the City of Elkhart, described as follows: BEGINNING on the North line of State Street at a point 16.5 feet Northeasterly from the Southwest corner of said Lot 11; thence Northwesterly parallel to the Western line of said Lot 11 to the North line thereof; thence Northeasterly with the North line of said Lot, 33 feet; thence Southeasterly parallel with the West line of said Lot, to the Southern line thereof; and the North line of State Street; thence Southwesterly 33 feet to the place of beginning, together with the balance of a cartway 9 feet in width taken from off the north end of the East 33 feet of said Lot 11.

Commonly know as 142 State Street, Elkhart, IN 46516.
Tax Parcel: 20-06-05-481-034.000-012

to a Community Development Corporation, under I.C. 36-7-14-22.2, for use and occupancy as residential property for low or moderate income families in accordance with the restrictions of the Neighborhood Stabilization Program for the remainder of the applicable affordability periods.

The public is invited to attend the meeting and anyone wishing to speak for or against such proposed transfer of real estate will be heard.

REDEVELOPMENT COMMISSION
CITY OF ELKHART, INDIANA

Sandra Schreiber
President

(TO ELKHART TRUTH: Publish 2 times, one week apart, with the last publication not later than July 1, 2022.)

OFFERING SHEET

The Redevelopment Commission of the City of Elkhart, Indiana, proposes to sell the following real estate in the City and County of Elkhart, State of Indiana, at the offering price listed:

Available Properties	Offered Price
209 N. Second Street	\$1.00
142 State Street	\$1.00

Use Requirements: The Commission believes the highest and best use for the properties will be a sale to a Community Development Corporation that will assume and comply with the duties, restrictions and responsibilities of the Grantee under The Neighborhood Stabilization Program.

Each property must be for use and occupancy as residential property for low and moderate income families for the remainder of the NSP Grant Affordability Periods.

Maps and plats thereof are available for inspection at the Planning & Development Department, Municipal Building, 229 South Second St., Elkhart, Indiana.

The proposal shall be submitted on a form available at the office of the Dept. of Planning & Development, Municipal Bldg., 229 South Second Street, Elkhart, Indiana.

The Commission will open and consider written offers for the purchase of the property at a public meeting, the time and place of which will be published in the *Elkhart Truth* in accordance with IC 5-3-1. In reviewing bids, the Commission will take into consideration those factors set forth in IC 36-7-14-22.2, and may reject any bids and award to the highest and best bidder. Any bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each Beneficiary of the trust and Settlor empowered to revoke or modify the trust.

The successful bidder will be required to sign a Purchase Agreement in the form customarily used by the Commission, which contains provisions intended to insure compliance with the NSP Restrictive Covenants.

RESOLUTION NO. 22-R _____

RESOLUTION OF THE REDEVELOPMENT COMMISSION
OF THE CITY OF ELKHART, INDIANA, AUTHORIZING
THE OFFERING OF REAL ESTATE FOR SALE UNDER
36-7-14-22.2

WHEREAS, the Commission holds title to, or is in the process of acquiring, real estate located in the City of Elkhart, Indiana, generally consisting of those parcels commonly known as 209 N. Second Street & 142 State Street, (the "Real Estate") and has determined that the Real Estate shall be offered for sale in furtherance of the Neighborhood Stabilization Program requirements and the economic development plan of the Commission; and

WHEREAS, the Commission has obtained appraisals on the Real Estate and is ready to establish its offering price.

NOW, THEREFORE, BE IT RESOLVED:

1. The Commission now determines and declares that the highest and best use for the Real Estate shall be to offer it for sale or grant to a community development corporation to use as single family residences for the benefit of low and moderate income families pursuant to the restrictions of the federal Neighborhood Stabilization Program.
2. The Offering Sheet and form of Public Notice of the offering of the Real Estate attached hereto is approved.
3. Notice shall be published in accordance with I.C. 5-3-1 which shall designate the time and place for opening and consideration of all offers submitted.
4. The Commission reserves the right to reject any and all offers submitted, and to make award to the highest and best bidder.
5. The Officers and staff of the Commission are authorized to take all action necessary, and prepare and execute all documents necessary, to carry out the terms of this Resolution.
6. Adopted by majority vote on the 14th day of June, 2022.

City of Elkhart, Indiana Redevelopment Commission:

By: _____
Sandra Schreiber, President

Attest:

By: _____
Alex Holtz, Secretary

RESOLUTION NO. 22-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION
OF THE CITY OF ELKHART, INDIANA, AUTHORIZING
THE OFFERING OF REAL ESTATE FOR SALE UNDER
36-7-14-22

WHEREAS, the Commission holds title to, or is in the process of acquiring, real estate located in the City of Elkhart, Indiana, generally consisting of the parcel commonly known as Vacant Lot Adjacent and West of 515 Hug Street, (the "Real Estate") and has determined that the Real Estate shall be offered for sale in furtherance of the economic development plan of the Commission; and

WHEREAS, the Commission has obtained appraisals on the Property and is ready to establish its offering price.

NOW, THEREFORE, BE IT RESOLVED:

1. The Commission now determines and declares that the highest and best use for the Real Estate shall be to offer it for sale for mixed-use.
2. The Offering Sheet for the Real Estate attached hereto is approved. The Offering Price for the Real Estate shall be as set forth in the offering sheet.
3. Notice shall be published in accordance with I.C. 5-3-1 which shall contain the information required under IC 36-7-14-22(d), and shall designate the time and place for opening and consideration of all offers submitted.
4. The Commission reserves the right to reject any and all offers submitted, and to make award to the highest and best bidder.
5. The Officers and staff of the Commission are authorized to take all action necessary, and prepare and execute all documents necessary, to carry out the terms of this Resolution.
6. Adopted by unanimous vote on the 14th day of June, 2022.

City of Elkhart, Indiana Redevelopment Commission:

By: _____
Sandra Schreiber, President

Attest:

By: _____
Alex Holtz, Secretary

OFFERING SHEET

The Redevelopment Commission of the City of Elkhart, Indiana, proposes to sell the following real estate in the City and County of Elkhart, State of Indiana, at the offering price listed:

Available Properties	Offered Price
Vacant Adjacent of 515 Hug Street (See Legal Attached)	\$ _____

Use Requirements:

The Commission believes the highest and best use of the Property will be development for mixed-use.

Maps and plats thereof are available for inspection at the Planning & Development Department, Municipal Building, 229 South Second St., Elkhart, Indiana.

The proposal shall be submitted on a form available at the office of the Dept. of Planning & Development, Municipal Bldg., 229 South Second Street, Elkhart, Indiana.

The Commission will open and consider written offers for the purchase of the property at a public meeting, the time and place of which will be published in the *Elkhart Truth* in accordance with IC 5-3-1. In reviewing bids, the Commission will take into consideration those factors set forth in IC 36-7-14-22, and may reject any bids and award to the highest and best bidder. Any bid submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each Beneficiary of the trust and Settlor empowered to revoke or modify the trust.

The successful bidder will be required to sign a Redevelopment Agreement in the form customarily used by the Commission, which contains provisions intended to insure the final approval of the Commission of the Buyer's plans and specifications for development, fixes a time table for commencement and completion of the project, and which requires proof of financing and reversion rights if the project is not completed.

Legal Description:

A part of Out Lot Twenty-eight (28) as the same is known and designated on the recorded Corporation Plat of the Town of Elkhart, Indiana, now an Addition to the City of Elkhart; said Plat being recorded in Deed Record 27, page 154 in the Office of the Recorder of Elkhart County, Indiana, being more particularly described as follows:

Beginning at an iron stake at the Southwest corner of said Out Lot; running thence East along the North line of Division Street Fifty-three (53) feet to an iron stake thence North at right angles to the North line of said Division Street Eight (8) rods (132 feet); thence West parallel with the North line of Division Street Fifty-three and seventy-seven hundredths (53.77) feet to an iron stake on the West line of said Out Lot; thence South along the West line of said Out Lot eight (8) rods (132 feet) to the place of beginning.

ALSO, Lots Numbered Three (3), Four (4), Five (5) and Six (6) as the same are known and designated on the recorded Plat of Funk's Addition to the City of Elkhart; said Plat being recorded in Deed Record 65, page 426 in the Office of the Recorder of Elkhart County, Indiana. ALSO, the West One-half (W 1/2) of the vacated alley lying East of and adjacent to the above lots.

ALSO, a part of Section Five (5), Township Thirty-seven (37) North, Range Five (5) East, in Elkhart City Concord Township, Elkhart County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of Lot Number Six (6) of Funk's Addition to the City of Elkhart; thence South along the East line of Lots Numbered Six (6), Five (5), Four (4) and Three (3) in said Funk's Addition, to the Southeast corner of said Lot number Three (3); thence East Twelve (12) feet; thence South to the North line of Out Lot Number Twenty-eight (28); thence East along the North line of said Out lot Number Twenty-eight (28), Fifty (50) feet; thence North to the South line of Hug Street; thence West Sixty-two (62) feet to the place of beginning. ALSO, the East One-half (E 1/2) of the vacated alley lying West of and adjacent to the above described real estate.

Tax ID No. 20-06-05-479-031.000-012

NOTICE OF PUBLIC MEETING TO OPEN AND
CONSIDER WRITTEN OFFERS FOR THE
PURCHASE OF REAL PROPERTY
UNDER I.C. 36-7-14-22

Notice is hereby given that the Redevelopment Commission of the City of Elkhart, Indiana will on the 12th day of July, 2022, at 4:00 p.m. (EST), at the Common Council Chambers in the Municipal Building, 229 South Second Street, Elkhart, Indiana, conduct a public meeting to open and consider written offers for the purchase of real estate in the City and County of Elkhart, State of Indiana, as follows:

Legal Description:

A part of Out Lot Twenty-eight (28) as the same is known and designated on the recorded Corporation Plat of the Town of Elkhart, Indiana, now an Addition to the City of Elkhart; said Plat being recorded in Deed Record 27, page 154 in the Office of the Recorder of Elkhart County, Indiana, being more particularly described as follows:

Beginning at an iron stake at the Southwest corner of said Out Lot; running thence East along the North line of Division Street Fifty-three (53) feet to an iron stake thence North at right angles to the North line of said Division Street Eight (8) rods (132 feet); thence West parallel with the North line of Division Street Fifty-three and seventy-seven hundredths (53.77) feet to an iron stake on the West line of said Out Lot; thence South along the West line of said Out Lot eight (8) rods (132 feet) to the place of beginning.

ALSO, Lots Numbered Three (3), Four (4), Five (5) and Six (6) as the same are known and designated on the recorded Plat of Funk's Addition to the City of Elkhart; said Plat being recorded in Deed Record 65, page 426 in the Office of the Recorder of Elkhart County, Indiana. ALSO, the West One-half (W 1/2) of the vacated alley lying East of and adjacent to the above lots.

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Commencing at the Northeast corner of Lot Number Six (6) of Funk's Addition to the City of Elkhart; thence South along the East line of Lots Numbered Six (6), Five (5), Four (4) and Three (3) in said Funk's Addition, to the Southeast corner of said Lot number Three (3); thence East Twelve (12) feet; thence South to the North line of Out Lot Number Twenty-eight (28); thence East along the North line of said Out lot Number Twenty-eight (28), Fifty (50) feet; thence North to the South line of Hug Street; thence West Sixty-two (62) feet to the place of beginning. ALSO, the East One-half (E 1/2) of the vacated alley lying West of and adjacent to the above described real estate.

Tax ID No. 20-06-05-479-031.000-012

The Commission believes the highest and best use of this property will be mixed-use, to be utilized by an entity that will invest in site improvements to be completed and occupied within two years from date of purchase and demonstrate the ability to provide diversification of the City's economic base and otherwise further the execution of the redevelopment plan and best serve the interest of the community, from the stand point of both human and economic value.

A bid submitted by a trust (as defined in I.C. 30-4-1-1(a)) must identify each (a) beneficiary of the trust; and (b) settlor empowered to revoke or modify the trust.

The Commission may reject any bids and may make award to the highest and best bidder.

The offering sheet, maps and plats are on file and Form for Submission of the bid is available at the Department of Planning and Development, Municipal Building, 229 S. Second Street, Elkhart, Indiana and available for inspection during normal office hours and copies thereof may be obtained on request.

The successful bidder will be required to sign a Redevelopment Agreement in the form customarily used by the Commission, which contains provisions intended to insure the final approval of the Commission of the buyer's plans and specifications for development, fix a time table for commencement and completion of the project, require proof of financing and provide for reversion of title if buyer fails to complete the Project.

REDEVELOPMENT COMMISSION
CITY OF ELKHART, INDIANA

By: _____
Sandra Schreiber, President

(TO ELKHART TRUTH: Publish 2 times, 1 week apart.)