

Sandi Schreiber
President
Appointed by Mayor
Jan. 1, 2024 to Dec. 31, 2027

Luke Lefever
Member
Appointed by Mayor
Feb. 6, 2025 to Jan. 1, 2027

Willie L. Brown
Secretary
Appointed by Mayor
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Dina Harris
Vice President
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**AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING
MUNICIPAL BUILDING (2ND FLOOR), COUNCIL CHAMBERS
TUESDAY, MAY 12, 2026 at 4:00 P.M.**

THIS MEETING WILL BE HELD IN-PERSON & ELECTRONICALLY VIA WEBEX
To join, go <https://teams.microsoft.com/meet/297449031690363?p=K0JBSDywiBz48ctyOR>
enter **297 449 031 690 363** as the event number and **qy7my2y4** as the event password.

Comments and questions may be submitted via the WebEx app during the meeting or may be submitted to Michael.Huber@cityofelkhartin.gov prior to the meeting.

1. **Call to Order**
2. **Approval of Minutes**
 - April 14, 2026, Regular Meeting Minutes
 - April 20, 2026, Special Redevelopment Commission Meeting
3. **New Business**
 - a) **Open Bids**
 - b) **Crossroads Environmental Consulting, LLC Access**
 - Grant Crossroads Environmental Consulting, LLC access to parking lot at N Second and Sycamore Streets
 - c) **Ancon Change Orders 8 and 9**
 - Approve Ancon change orders 8 and 9 for Ancon Construction contract Phase 1 renovation design-build services at Woodland Crossing Shopping Center and appropriate \$17,881.35 from Cons TIF
 - d) **New Age Telecom Networking Component Services at Woodland Crossing**
 - Approve New Age Telecom contract for networking component services for portions of Woodland Crossing Shopping Center and appropriate \$35,867 from Cons TIF

e) North Main Bus Blister Contract

- Approve funding for North Main Local Public Improvements of a parking blister to accommodate visitor parking at Havilah Beardsley House and appropriate \$55,000 from Downtown Allocation Area No. 1 Special Fund.

f) CDBG Boys & Girls Club Sub-Recipient Agreement Amendment

- Approve amendment to the Boys and Girls Club sub-recipient agreement for one month extension of their sub-recipient agreement changing the performance period end date to June 30, 2026.

4. Staff Updates

5. Other Business

- a) Warrick and Boyn Invoice
- b) TIF Report

9. Public Comment

10. Adjournment

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REGULAR MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS
Tuesday, April 14, 2026
4:00 p.m.

PRESENT: Dina Harris, Sandi Schreiber, Willie Brown, Luke Lefever, Cindy Ostrom, Gary Boyn, Sherry Weber (Recording Secretary), Mike Huber, Adam Fann, Jacob Wolgamood, Mary Kaczka, Thalia Mora, Drew Wynes, and Colton Sidenbender

PRESENT BY WEBEX: Chris Pottratz, Frank Lucchese, Maggie Marnocha, Rodney Harris, and Don Upton

Call to Order

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

APPROVAL OF MEETING MINUTES

Ms. Schreiber asked for a motion to approve the March 10, 2026, Regular Meeting Minutes. Moved by Ms. Harris. Second by Ms. Ostrom. Voice vote, all in favor. Motion approved.

NEW BUSINESS

A. Opening of Bids

Mr. Adam Fann opened two bids for South Main Streetscape project. Bid from Reith Riley Construction total is \$4,576,558.15, base bid of \$4,285,830.84, alternate bid is \$290,727.31. Bid from Selge Construction total is \$ 3,553,230.51, base bid of \$3,247,222.95, alternate bid of \$306,007.56. Staff will hand over to our consulting firm to do a bid tabulation. Will award bid at special Redevelopment Commission meeting on April 20, 2026.

B. CDBG Annual Action Plan 2026 Public Hearing

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber opened the public hearing for the 2026 CDBG Annual Action Plan. There was no public comment. Ms. Schreiber closed the public hearing. Ms. Schreiber asked for a motion to approve the FY2026 CDBG Annual Action Plan. Moved by Mr. Lefever. Second by Ms. Harris. Voice vote, all in favor. Motion approved.

C. 2025 Annual Report of the Redevelopment Commission

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the 2025 Annual Report for the Redevelopment Commission and authorizing its issuance. Moved by Ms. Harris. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

D. Transfer of Property from the Board of Works

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the transfer of the three properties listed on exhibit A to the City of Elkhart Board of Public Works. Moved by Ms. Harris. Second by Mr. Lefever. Voice vote, all in favor. Motion approved.

E. 1913 Yuma Avenue Property Sale

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to accept the offer from Carolyn Axem to purchase 1913 Yuma Avenue for \$6,500, approve the terms and conditions of the purchase agreement and authorizing the officers to execute the same. Moved by Ms. Ostrom. Second by Ms. Harris. Voice vote, all in favor. Motion approved.

F. DLZ Contract for Woodland Crossing Geotech Services

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the services and funding as outlined in the work order at a not to exceed cost of \$27,150 and appropriate that sum from the Consolidated South Elkhart Allocation Area Special Fund (4453-5-000-4420000) to cover the cost of those services. Moved by Ms. Harris. Second by Ms. Ostrom. Voice vote, all in favor. Motion approved.

G. enFocus Contract Approval for READI 2.0 Arts & Culture grant application

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve contracting with enFocus to prepare the complete READI Grant as described in the contract and scope of services attached to the resolution and appropriate a not to exceed sum of \$5,000 from the Downtown Allocation Area No. 1 Special Fund (4445-5-000-4390912). Moved by Mr. Lefever. Second by Ms. Harris. Voice vote, all in favor. Motion approved.

H. Meticulous Contract Approval for Railroad Museum Phase 1

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the employment of Meticulous to provide the services set forth in

the contract at a not to exceed fee of \$8,500, approve the form of the contract, authorize its execution, and appropriate \$8,500 from Downtown Allocation Area No. 1 Special Fund (4445-5-000-4390912) to cover the cost of the services. Moved by Mr. Lefever. Second by Ms. Harris. Voice vote, all in favor. Motion approved.

I. Lacasa Owner Occupied Rehabilitation Inspection Contract Approval

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the employment of Lacasa, Inc. to provide the services as described in the agreement that's been submitted, approve the form and content of that agreement and all exhibits there to and appropriate \$20,000 from the CDBG Rehabilitation Program Funds (2226-5-631-4314260) to cover the costs of services and authorize execution of the agreement. Moved by Ms. Harris. Second by Mr. Lefever. Voice vote, all in favor. Motion approved.

J. Advanced Property Maintenance (APM) Contract Approval for Woodland Crossing Lawncare

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to award the bid to Advanced Property Maintenance of South Bend (APM) and approve the contract for landscaping, mowing services at Woodland Crossing in the amount of \$17,980 and appropriate that sum from the Woodland Crossin General Ledger (2560-5-000-4360400) to cover the cost of services described in the contract and authorizing execution of all agreements. Moved by Ms. Ostrom. Second by Ms. Harris. Voice vote, all in favor. Motion approved.

K. 229 West Garfield Real Estate Mortgage with Longbridge Financial, LLC

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the terms in form of the subordination agreement attached to the form of resolution and agreeing to subordinate your \$25,000 mortgage on the real estate to the Longbridge Reversible Mortgage and the HUD leans on the real estate and authorize execution of the agreement. Moved by Mr. Lefever. Second by Ms. Harris. Voice vote, all in favor. Motion approved.

STAFF UPDATES

Mr. Adam Fann addressed the commission stating there are no updates on projects around the city.

OTHER BUSINESS

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$16,914.88. Moved by Mr. Lefever. Second by Ms. Harris. Voice vote, all in favor. Motion approved.

PUBLIC COMMENT

No public was present to address the commission.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. Moved by Ms. Harris. Second by Mr. Lefever. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:25 p.m.

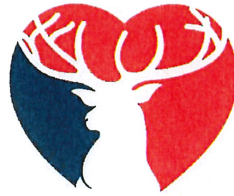
Sandra Schreiber, President

DRAFT

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Elkhart Redevelopment Commission Pre-Agenda Meeting Summary For April 10, 2026

PRESENT: Sandi Schreiber, Dina Harris, Willie Brown, Cindy Ostrom, Gary Boyn, Sherry Weber, Adam Fann, Mary Kaczka, and Drew Wynes

PRESENT BY WEBEX: Chris Pottratz

The Commission reviewed each agenda item, staff explained the status of each matter to date and the need for and purpose of the proposed resolution to be acted upon at the upcoming Elkhart Redevelopment Commission meeting on April 14, 2026.

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SPECIAL MEETING
ELKHART REDEVELOPMENT COMMISSION
LOCATION: CITY HALL, 2ND. FLOOR, COUNCIL CHAMBERS
Monday, April 20, 2026
4:00 p.m.

PRESENT: Dina Harris, Sandi Schreiber, Willie Brown, Luke Lefever, Cindy Ostrom, Chris Pottratz, Sherry Weber (Recording Secretary), Mike Huber, Adam Fann, Jacob Wolgamood and Clayton Sidenbar

PRESENT BY WEBEX: Chris Pottratz, and Mary Lou Timmons

Call to Order

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

NEW BUSINESS

A. Award South Main Streetscape Bid

Mr. Adam Fann addressed the commission to answer questions. Ms. Schreiber asked for a motion to award the contract for the South Main Streetscape improvements to Selge Construction and appropriate \$4,000,000 from the proceeds of the City of Elkhart 2026 Redevelopment District Bonds to pay for the project. Moved by Ms. Harris. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

PUBLIC COMMENT

No public was present to address the commission.

ADJOURNMENT

There being no further discussion, Ms. Schreiber asked for a motion to adjourn the meeting. Moved by Mr. Lefever. Second by Mr. Brown. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:02 p.m.

Sandra Schreiber, President

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE
CITY OF ELKHART, INDIANA, GRANTING CROSSROADS
ENVIRONMENTAL CONSULTING LLC ACCESS TO PARKING LOT
AT N. SECOND AND SYCAMORE STREETS

WHEREAS, The Commission has received a request from Crossroads Environmental Consulting LLC for right of access over and upon the Commission's parking lot at N. Second and Sycamore Streets to place 2 Conex equipment storage containers on site while it performs environmental remediation services related to the Executive Cleaners site; and

WHEREAS, the Commission has reviewed the attached Access Agreement (the "Agreement"), finds it to be in proper form, and desires to authorize its execution and delivery.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the request for access to its property designated on the attached Agreement.
2. The Commission approves the form of Agreement and authorizes its President, and other officers in her absence, to execute and deliver the Agreement.
3. The Officers of the Commission are hereby authorized do all acts which they deem necessary and appropriate to carry out the terms of this Resolution.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 12TH
DAY OF MAY 2026.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Willie L. Brown, Secretary

ACCESS AGREEMENT
(Parking Lot at N. 2nd & Sycamore)

This Agreement is made between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, (“City”) and Crossroads Environmental Consulting LLC (“CEC”) effective as of June 15 , 2026.

Whereas, CEC will be performing environmental remediation work related to the Executive Cleaners site and desires to use the City’s parking lot at N. Second and Sycamore Streets (the “Property”) to place two 8’x 40’ Conex containers on that site for equipment storage for approximately a 2 month period (the “Request”); and

Whereas, City believes the project will be of benefit to the City and its inhabitants and agrees to allow CEC such access and use on the following terms.

Now, therefore, in consideration of the mutual agreements herein set forth, the parties agree as follows:

1. The City grants CEC the right to access the Property to perform its services from June 15, 2026, through August 31, 2026, all at CEC’s sole cost and expense.
2. CEC and its agents will not cause any permanent damage to the Property nor leave materials or debris on the Property upon its termination of use of the Property.
3. Prior to entry, CEC will photograph the Property and, at the time it vacates the property, restore it to the same condition it was in on June 15, 2026.
4. CEC will provide City proof of its public liability and property damage insurance coverage, both in amounts deemed adequate by City to cover any risks to persons and property associated with ICC access and temporary use of the Property. CEC shall name City as an additional insured on all such insurance policies. CEC agrees to indemnify, defend and hold City harmless from any and all claims of injury to persons or property arising from CEC’s access and temporary use of the Property.
5. CEC will abide by all applicable laws and regulations affecting its use and occupancy of the Property, and will maintain the Property in a clean and sightly condition during its access period, which includes debris and trash removal.
6. This Agreement shall be construed in accordance with the laws of the State of Indiana, and may only be amended in a writing signed by both parties.

In Witness Whereof, the parties executed this Agreement as of the date above set forth.

**City of Elkhart, Indiana,
Dept. of Redevelopment**

By: _____
Sandra Schreiber, President
Elkhart Redevelopment Commission

Crossroads Environmental Consulting LLC

By: **Michael**
Cooper

Michael B. Cooper, Owner
Crossroads Environmental Consulting

Digitally signed by Michael
Cooper
Date: 2026.05.07 14:34:05
-04'00'

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CHANGE ORDERS NO. 8 AND 9 FOR ANCON CONSTRUCTION CONTRACT FOR PHASE 1 RENOVATION DESIGN-BUILD SERVICES AT WOODLAND CROSSING SHOPPING CENTER

Whereas, The Commission owns the real estate at 138-11 and 138-1 West Hively Avenue in the City of Elkhart and has a contract with Ancon Construction for renovation of those spaces for future tenants, temporary city offices and several white box tenant spaces; and

Whereas, the Commission has received and reviewed Change Order 8 to address issues with the interior floor finish floor grade and the grade of the pavement on the North side of the building, and Change Order 9 for replacement of portion of the drywall to city offices, all as more fully described in the attached Memos (the "Change Orders"), and result in a net increase of \$17,881.35 in the contract price; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the Change Orders be approved and the Ancon contract be amended to increase the total contract price by an additional \$17,881.35 and the funds appropriated to pay the cost of the Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Change Orders and the increase of the Ancon Contract Price to \$4,255,861.11.
2. The Commission appropriates the sum of \$17,881.35 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund, Account No. 4453-5-000-4310400, to cover the cost of the additional services. All unused funds to be returned to the appropriate account.
3. The Officers of the Commission are authorized and directed to execute and deliver the Change Order and do all other acts as they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF MAY 2026.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Willie I. Brown, Secretary

Memo

To: Redevelopment Commission Members

From: Jacob Wolgamood

Date: 4/30/26

Re: Woodland Crossing, Change Order #8

Ancon Construction has provided a change order for the Woodland Crossing Project. This change order addresses an issue with the interior finish floor grade and the height of the pavement outside of the building. The additive change order amount is \$13,104.25.

The city's renovation of the former Big Lots space placed doors along the north side of the building where doors did not previously exist. Pavement for the drive lane along the north side of the building were placed directly against the side of the building. In order for the doors on this side of the building to function, pavement was removed and replaced at a lower elevation so that the doors could be opened and at a sloping grade to allow storm water to drain away from the building.

We are requesting the Redevelopment Commission approve Ancon Construction Change Order #8 for the amount of \$13,104.25.



2121 W. Wilden Ave., Goshen, IN 46528
Ph (574) 533.9561 | Fx (574) 534.5546

BEFORE WE DESIGN, BEFORE WE BUILD... WE LISTEN

PROPOSED CHANGE ORDER #08

265011 - Woodland Crossing

Additional asphalt paving at North elevation

April 07, 2026

INCLUSIONS

Additional asphalt paving at North elevation necessary due to door height/exterior pavement issues.

Note: Pricing takes into account asphalt paving that was included as part of base bid and for change order for electrical metering excavation.

EXCLUSIONS

N/A

PRICE

The changes described above will result in a contract pricing **ADD** of **\$13,104.25**

SCHEDULE

The changes described above will result in a project schedule **EXTENSION** of **0 working days**

If you wish to proceed with the changes outlined in this Proposed Change Order, please notify the project manager promptly of your acceptance. A Contract Change Order incorporating these changes will be emailed to you via DocuSign for signature.

Memo

To: Redevelopment Commission Members

From: Jacob Wolgamood

Date: 4/30/26

Re: Woodland Crossing, Change Order #9

Ancon Construction has provided a change order for the Woodland Crossing Project. This change order addresses an issue that was discovered upon modification to an existing wall. The additive change order amount is \$4,777.10.

While preparing the west wall in the city office space it was discovered that the wall composition was not consistent with other portions to the north and south. As opposed to the wall being constructed of concrete block, it was noted a section of the wall, approximately 70' long, were hollow 2" x 8" wood studs. This wall is shared with a space previously equipped to prepare food and this specific section of common wall is opposite the kitchen. To mitigate sound and provide a professional environment for city staff, Ancon will remove portions of existing drywall, add two layers of R-11 insulation, replace removed drywall with 5/8" gypsum board, and finish in a manner consistent with the rest of the space.

We are requesting the Redevelopment Commission approve Ancon Construction Change Order #9 for the amount of \$4,777.10.



2121 W. Wilden Ave., Goshen, IN 46528
 Ph (574) 533.9561 | Fx (574) 534.5546
BEFORE WE DESIGN, BEFORE WE BUILD... WE LISTEN

PROPOSED CHANGE ORDER #09

265011 - Woodland Crossing

Add insulation to West Wall of City Offices

April 29, 2026

INCLUSIONS

- Demolish up to 8' of 70' section of existing drywall and blocking on west wall of city offices to add insulation.
- Add (2) layers of R-11 insulation to 70' section of 2x8 wood studded wall to 12' high.
- Replace removed drywall with 5/8" Type X gysum board.
- Mud, tape, and finish wall to level 4 finish.
- Prime wall for paint (finish paint included as part of base bid).

EXCLUSIONS

PRICE

The changes described above will result in a contract pricing **ADD** of **\$4,777.10**

SCHEDULE

The changes described above will result in a project schedule **EXTENSION** of **5 working days**

If you wish to proceed with the changes outlined in this Proposed Change Order, please notify the project manager promptly of your acceptance. A Contract Change Order incorporating these changes will be emailed to you via DocuSign for signature.

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CONTRACT FOR NETWORKING COMPONENT SERVICES FOR PORTIONS OF THE WOODLAND CROSSING SHOPPING CENTER

Whereas, the Commission owns Lots 1, 3, 5 and 7 in the Woodland Crossing Shopping Center (the "Property") and desires to employ New Age Telecom ("NAT") to perform Networking Component installation services on portion of the site to be utilized as city office space (the "Networking Services") all as more fully described in the attached Proposal (the "Engagement Letter"); and

Whereas, the Commission finds that it is in the best interest of the City and its inhabitants to approve the employment of NAT to perform the Networking Services and appropriate the necessary funds.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of NAT to provide the Networking Services for the Property at a not-to-exceed cost of \$35,867.00.
2. The Commission approves the form of Engagement Letter attached hereto, and requests the City's IT Department manage the contract and supervise the work.
3. The Commission appropriates the sum of \$35,867.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Contract Services Special Fund, Account No. 4453-5-000-4390912, to pay the cost of the Networking Services.
4. The Officers of the Commission are authorized and directed to perform all acts and enter into the attached Engagement Letters and any other Agreements they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 12th DAY OF MAY 2026.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Willie L. Brown, Secretary

Memo

To: Redevelopment Commission Members

From: Jacob Wolgamood

Date: 4/30/26

Re: Woodland Crossing, New Age Telecom

Development Services is requesting allocation of funds from Contract Services to cover the costs for necessary networking component installation for the city office space at Woodland Crossing.

The city's Development Services staff, along with the city's IT Department, have determined the most beneficial installation method for all networking components within the new city offices should be handled by a trusted contractor, New Age Telecom. New Age Telecom will perform all services outlined in their contract, the city's IT department will manage the contract, and funds will be provided by the Consolidated TIF, Contract Services, budget.

We are requesting the Redevelopment Commission approve this allocation of funds for an amount not to exceed \$35,867.00, which includes a 10% contingency.



1600 Lake Street, Suite C, La Porte IN 46350
T: 219.324.9900 | F: 219.324.9901
www.GoNewAge.com

Name: City Of Elkhart
Contact: Patrick Stokes
131 Tyler Avenue
Elkhart, IN 46516

Proposal #: 2561

Date: April 16, 2026

Project: Woodland Crossing Renovation

Scope of Work (Option A Networking Only):

New Age Telecom will provide all labor, materials, and supervision required to furnish and install structured cabling for a total of 25 dual data drops, consisting of:

23 dual data drops for workstation / device connectivity
2 dual data drops for wireless access point (WAP) locations

Each dual drop will consist of (2) Category 6 cables installed to a common outlet location.

Cabling Installation

- Furnish and install (50) Category 6 plenum-rated cables from the designated IDF/MDF to outlet locations
- Cables will be installed utilizing appropriate pathway (ceiling, J-hooks, existing conduit, or cable tray where available)
- Maintain proper cable support, bend radius, and separation from electrical systems per industry standards

Work Area Outlets

- Install (23) Hubbell faceplates at designated locations
- Terminate each cable with Hubbell jacks
- Clearly label all outlets in accordance with TIA/EIA standards

Telecommunications Room

- Terminate all runs on rack-mounted patch panels
- Dress and secure cabling in a neat and professional manner

Wireless Access Point Locations

- Install (2) dual data drops at owner-designated WAP locations
- Cabling will be installed to support ceiling-mounted WAP devices

Labeling & Documentation

- Label both ends of all runs
- Provide as-built documentation showing cable IDs and locations

Exclusions

- Core drilling, firestopping (unless specifically noted)
- Electrical power installation



- Network equipment (switches, WAPs, etc.) unless specified
- Patch cords (unless specifically included)
- Furniture moves or access accommodations

Assumptions

- Pathways are accessible and free of obstruction
- Work will be performed during normal business hours unless otherwise agreed
- One central IDF/MDF location is available and ready for termination

Change Management

Any changes to the project scope, quantities, or site conditions discovered after project commencement may result in a formal change order and adjustment to project cost and schedule.

Pricing (Option A only):

Material:	.....	\$ 3,012.98
Labor:	.....	\$ 8,275.00
Total:	.....	\$ 11,287.98

Scope of Work - Option B (Enhanced Security Solution)

New Age Telecom will provide labor, materials, and installation services for an enhanced security solution consisting of (2) IP cameras, (3) access-controlled doors, and (1) network video recorder (NVR).

Camera System Installation

- Furnish and install (2) Axis cameras
- Cameras will be installed at designated locations as directed by the customer
- Utilize existing cabling where available; otherwise install new Category 6 cabling as required
- Terminate and test all cabling to industry standards
- Mount cameras securely and adjust field of view for optimal coverage
- Integrate cameras into the NVR system

Network Video Recorder (NVR) Installation

- Furnish and install (1) ExacqVision IP08-08T-GPL-E all in one NVR with 8 camera licenses and 8 port switch.
- Install NVR in designated IDF location
- Configure camera licensing and recording schedules
- User access and permissions
- Connect NVR to existing network infrastructure

Access Control System Installation

Furnish and install access control for (3) doors including:

- Door controllers
- Card readers
- Electric strikes
- Install and terminate all required cabling (low voltage)
- Integrate access control system with network



Cabling & Infrastructure

- Install Category 6 cabling as required for cameras and access control devices
- Cables will be labeled at both ends and tested for continuity
- Utilize existing pathways where available; minor pathway materials included

Testing & Commissioning

Full system testing of:

- Camera operation and recording
- NVR functionality and playback
- Door access control and credential operation
- Demonstration of system to customer representative
- Provide basic end-user training

Exclusions

- No additional electrical work included
- No core drilling, firestopping, or major pathway construction
- No network switch upgrades
- No ongoing monitoring or service agreements included

Change Management

Any changes to the scope of work outlined above, including additional materials, labor, or unforeseen site conditions, will be documented and submitted as a formal change order for customer approval prior to execution.

Pricing (Option B only):

Material:	.....	\$ 14,468.37
Labor:	.....	\$ 6,850.00
Total:	.....	\$ 21,318.37

Pricing (Option A and B Total):

Material:	.....	\$ 17,481.35
Labor:	.....	\$ 15,125.00
Total:	.....	\$ 32,606.35

General Notes

This proposal is based on the following assumptions:

- This is a fixed-price proposal.
- **This quote is valid for 30 days from the date of issuance.** *The current government climate carries both the threat and actual implementation of increased or additional federal tariffs and taxes (collectively, "Tariffs") and/or embargoes on products, materials and equipment, including those priced in this proposal. It is as yet unknown at New Age Telecom, Inc, whether such Tariffs and/or embargoes will have a cost or schedule impact on some or all the materials and equipment included in this proposal. Therefore, New Age Telecom excludes from this proposal any unknown costs, or project schedule impacts due to material and equipment availability or delivery delays, resulting from such Tariffs and/or embargoes. New Age Telecom reserves the right to request and obtain increased compensation and/or schedule adjustments necessitated by Tariffs enacted and/or embargoes implemented after April 1, 2025.*



1600 Lake Street, Suite C, La Porte IN 46350
T: 219.324.9900 | F: 219.324.9901
www.GoNewAge.com

- New Age Telecom excludes programming any access control, surveillance, network or intrusion equipment.
- New Age Telecom excludes any 120VAC electrical work.
- All work will be performed **during normal business hours.**
- We do not include any sales tax in this proposal. Any applicable taxes will be included in our final invoice.
- The customer will provide unfettered access to the MDF, IDF and/or any work areas for installation purposes. Any delays due to production traffic may result in a change order to this proposal with additional costs.
- All work will conform to BICSI and TIA/EIA-568-C.2 standards.
- All shipping and handling are included. Material expedition is not included in this proposal. All material shipments will be at ground shipment or freight level.
- All work is based on an email from Patrick Stokes dated 4/13/26. Anything (verbal or written) expressed or implied elsewhere, which is contrary to this proposal, shall be null and void.
- ExacqVision NVR camera licenses are valid for 3 years upon purchase and after 3 years will require renewal.
- ExacqVision NVR can support a maximum of 8 cameras.

Terms: Due NET30.

Warranty:

The Axis hardware is covered under the manufacturer's 5-year warranty. Installation labor and material are covered by New Age Telecom's One-Year warranty. Warranty does not cover damages, defects or service failures caused by customer misuse, negligence, modifications, or actions of third parties, nor does it cover power surges, lightning, fire, flood, natural or manmade disasters. Problems proved to be in service providers' networks or equipment that was not sold and installed by New Age Telecom are not covered. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner per standard practices. Any alteration or deviation from the above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. The owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation.

Acceptance:

The customer signature below indicates that the customer has read and agrees with the terms of this proposal.

James Gerald

By (Sign)

CJ Romano

James Gerald

Name (Print)

CJ Romano
System Sales and Connectivity, New Age Telecom

IT Director

Title

4-30-2026

Date

AP contact person name & email address:

Monica.Newton@cityofElkhart.in.gov



Terms and Conditions

1. SHIPPING AND HANDLING. All material purchased by Customer is provided FOB Destination. Shipment will be made as specified by Customer and Customer is solely responsible for all expenses in connection with the delivery of the Equipment. The Equipment will be deemed accepted by Customer upon receipt.

2. PURCHASE PRICE AND TAXES. Customer shall pay to New Age Telecom, Inc. the purchase price set forth in the applicable invoice ("Purchase Price") for each item of Material, Labor, and Trips. Customer hereby grants and New Age Telecom, Inc. reserves a security interest in the equipment and the proceeds thereof as a security for its obligations hereunder until payment of the full Purchase Price to New Age Telecom, Inc. Customer authorizes New Age Telecom, Inc. to file financing statements to perfect its security interest. Customer acknowledges that in the event of Customer's default and the exercise by New Age Telecom, Inc. of its security interest in the Equipment, all of Customer's systems and activities which depend on the Equipment will be disrupted or rendered inoperable. The Purchase Price is due and payable upon delivery of the Equipment in accordance with the terms on the face of the invoice. Customer shall pay all taxes and other governmental charges assessed in connection with the rental, use or possession of the Equipment including, without limitation, any and all sales and/or use taxes and personal property taxes.

3. PASTDUE INVOICES. Invoices are past due the day following the date payment is due. Interest charges shall accrue from that date. In the event of past due invoices, Customer agrees to pay to New Age Telecom, Inc., as interest, an amount equal to 2% per month, or the maximum provided by law, for invoice amounts that are past due. Should New Age Telecom, Inc. be forced to initiate legal action to collect unpaid amounts from past due invoices, Customer agrees to pay New Age Telecom, Inc.'s reasonable attorney's fees and costs of collection in addition to the interest described above.

4. TITLE. Customer shall acquire title to the Equipment upon full payment of the purchase price(s) set forth herein. Notwithstanding the foregoing, New Age Telecom, Inc., and any licensor of rights to New Age Telecom, Inc. shall retain title to and rights in the intellectual property (whether or not subject to patent or copyright) and content contained in the materials supplied under the terms of this Agreement.

5. RETURNS. All returns must be approved by New Age Telecom, Inc. and a return number assigned prior to return shipment. Customary restocking fees of 15% will apply to all non-defective returns. Returns delivered to New Age Telecom, Inc. without prior consent will be rejected and returned. If demo/evaluation product is not returned at the end of the demo/evaluation period, demo/evaluation unit invoices are due and payable on the day following the invoice date.

6. MANUFACTURER WARRANTY. Customer acknowledges that customer has selected the Equipment and disclaims any statements made by New Age Telecom, Inc. Customer acknowledges and agrees that use and possession of the Equipment by Customer shall be subject to and controlled by the terms of any manufacturer's or, if appropriate, supplier's warranty, and Customer agrees to look solely to the manufacturer or, if appropriate, supplier with respect to all mechanical, service



and other claims, and the right to enforce all warranties made by said manufacturer are hereby, to the extent New Age Telecom, Inc. has the right, assigned to Customer. THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY AND IS IN LIEU OF ANY ORAL REPRESENTATION AND ALL OTHER WARRANTIES AND DAMAGES, WHETHER EXPRESSED, IMPLIED OR STATUTORY. NEW AGE TELECOM, INC. HAS NOT MADE NOR DOES MAKE ANY OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS AND AS TO NEW AGE TELECOM, INC. AND ITS ASSIGNEES, CUSTOMER PURCHASES THE EQUIPMENT "AS IS".

7. LIMITATION OF LIABILITY. New Age Telecom, Inc.'s entire liability for any damages which may arise hereunder, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including New Age Telecom, Inc.'s negligence, or otherwise, shall be limited to the Purchase Price paid by Customer for the Equipment. IN NO EVENT WILL NEW AGE TELECOM, INC. BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF BUSINESS OR PROSPECTIVE BUSINESS OPPORTUNITIES, PROFITS, SAVINGS, INFORMATION, USE OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF NEW AGE TELECOM, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. GOVERNING LAW; DISPUTE RESOLUTION. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Indiana (except that body of law controlling conflicts of law) and specifically excluding from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement. Failing such amicable settlement, any controversy, claim, or dispute arising under or relating to this Agreement, including the existence, validity, interpretation, performance, termination, or breach thereof, the parties to this Agreement hereby consent to jurisdiction and venue in the courts of the state of Indiana.

9. SUBSCRIPTIONS. For Monthly Subscription services provided for a specified term, the following applies: - A purchase of a Monthly Subscription is an obligation on the part of the Customer to purchase that service for the duration of the Subscription term. Customer agrees to compensate New Age Telecom, Inc. based on the actual Subscription amount at time of each invoice. A subscription may not be terminated without cause by either party at any time during the Subscription Term.

RESOLUTION NO. 26-R-_____

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA,
APPROPRIATING FUNDING FOR NORTH MAIN LOCAL PUBLIC IMPROVEMENTS

Whereas, The Commission has received a request from Public Works to provide funding for local public improvements that will create a parking blister to accommodate visitor parking at the Havilah Beardsley House and staff has requested the Commission appropriate \$55,000.00 of funding for the project local public improvements (the "Funding Request"), such project to be overseen by the Department of Public Works; and

Whereas, the proposed improvements are located within and/or will directly benefit and serve the Downtown Urban Development Area and Allocation Area No. 1 and the residents thereof; and

Whereas, the Commission believes it is in the best interest of the City, the Area, and the inhabitants to approve the Funding Request.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Funding Request.
2. The Commission requests the Board of Public Works execute all contracts and take all actions necessary to cause the additional work to be performed.
3. The Commission appropriates the sum of \$55,000.00 from the Downtown Allocation Area No. 1 Special Fund, Account No. 4445-5-000-4390912, to cover the cost of the local public improvements, with any unused funds to be returned to the appropriate account.
4. The Officers of the Commission are hereby authorized to do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 12TH DAY OF May 2026.

CITY OF ELKHART, REDEVELOPMENT
COMMISSION

By _____
Sandra Schreiber, President

ATTEST:

By _____
Willie L. Brown, Secretary

MEMO



TO: Redevelopment Commission
FROM: Dana Donald
DATE: April 29, 2026
SUBJECT: Community Development Block Grant (CDBG) Subrecipient- Boys and Girls Club's Request to Amend Subrecipient Agreement

The Boys and Girls Club, a current Community Development Block Grant (CDBG) subrecipient, received a \$15,000 award in October 2025 to fund before- and after-school scholarships for low-to-moderate-income families in Elkhart.

Due to internal staffing turnover and the necessary onboarding of new personnel, program implementation was delayed. The organization is requesting a one-month extension of their subrecipient agreement. Changing the performance period end date from May 31, 2026, to June 30, 2026, to ensure the full obligation and expenditure of the remaining grant funds.

DANA DONALD
201 S. SECOND STREET - ELKHART
574-322-4431 OR EXT. 3133





Community Development Block Grant Program 2025 CDBG Annual Action Plan

Subrecipient Agreement - AMENDED

Between

City of Elkhart Community Development
Elkhart, Indiana

and

Boys and Girls Club of Elkhart County, Inc
Goshen, Indiana

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
PROGRAM MANAGED BY THE COMMUNITY DEVELOPMENT DEPARTMENT
City of Elkhart, Indiana

PROJECT NAME	KidsCare Program
PROJECT TYPE	Public Service
SUBRECIPIENT ID	35-1033735
FAIN	B25MC1-80015
FEDERAL AWARD DATE	September 18, 2025
FEDERAL AWARD AMOUNT	\$712,246.00
RESEARCH & DEVELOPMENT AWARD	No
ENVIRONMENTAL STATUS	Exempt per 24 CFR 58.34 (a) and 58.35 (b)
OTHER FEDERAL REQUIREMENTS	Federal Fair Housing Act
CDFA	14.218
CONTROLLER ACCOUNT NUMBER	2226-5-631-4314270
IDIS NUMBER	1038
CDBG ALLOCATION	\$15,000

CDBG SUBRECIPIENT AGREEMENT
BETWEEN the City of Elkhart Community
Development AND
Boys and Girls Club of Elkhart County, INC
FOR
KidsCare

THIS AGREEMENT, entered this May 12, 2026 by and between the City of Elkhart Community Development (herein called the "Grantee") and Boys and Girls Club 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 Year 2025 KidsCare Program 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:

Program Delivery

Activity: Subrecipient will use the CDBG allocation to cover the participation fee for 30 children within the City limits of Elkhart. The subrecipient seeks to benefit low to moderate income families by providing safe care before and after school that can attend while their guardians are at work.

General Administration

The Area Director with guidance from the Grant Manager will ensure that all Federal Guidelines are followed and met. Financial tracking of the scholarships will be monitored through the accounting office of Boys & Girls Clubs of Elkhart County and the Finance Manager.

Daily program attendance and participant demographics are tracked in the Youth Enrollment System (YES) – the online member management system. YES allows for real time attendance tracking and reports to be generated for grant reporting or program reporting to board members, donors, and Club leadership. Scholarship applications that are received are reviewed by KidsCare leadership and the Finance Manager to ensure program eligibility. All scholarship applications and supporting documentation is kept in secure files.

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 activity carried out under this Agreement will meet benefit low- and moderate-income persons National Objective. The Boys and Girls Club will be providing 30 8-week scholarships to children in the City of Elkhart to assist their parents who may be experiencing financial hardships.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program for the persons served during the program year:

- Provide childcare scholarships for 30 Persons
- Document eligible expenses for reimbursement from the City of Elkhart

NOTE: The term Beneficiary means person served one time

D. Staffing

Staff Member	Responsibilities
Tami Hicks	President and CEO
Cristina Rheinheimer	Grants Manager

“Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.”

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time of 14 days after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of July, 2025 and end on the 30th day of June, 2026.

Funds will not be available to the Subrecipient from the Community Development Block Grant Program (B-25-MC-1800015) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
KidsCare Scholarships	<u>\$15,000</u>

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (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 shall not exceed:

Fifteen Thousand Dollars and no cents \$15,000

Draw Requests for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

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. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

GRANTEE

Elkhart Community Development
201 S. Second Street
Elkhart, Indiana 46516
574-322-4431

SUBRECIPIENT

BOYS AND GIRLS CLUB OF ELKHART COUNTY, INC, Inc.
102 W. Lincoln Avenue, Suite 240
Goshen, Indiana 46526
574-534-5933 x 203

VI. SPECIAL CONDITIONS

N/A

VII. 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 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 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 shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

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 2 CFR 200, 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 by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, 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.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 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.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 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:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- Other records necessary to document compliance with Subpart K of 24 CFR 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 four (4) 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 four-year period, then such records

must be retained until completion of the actions and resolution of all issues, or the expiration of the four-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 [insert applicable State or Federal law] 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. 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 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The activity does not generate program income as defined at 24 CFR 570.500(a)

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. With the exception of certain advances, 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 and program income 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 regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. The Grantee reserves the right to require the Subrecipient to submit additional reports in the form, content, and frequency specified by the Grantee.

The Subrecipient is required to submit an annual report and supporting beneficiary form within 14 days of the final draw request or within 14 days after the grant agreement ends whichever is first. 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 2 CFR 200.

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 use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 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 in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If 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 current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. 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 five-year period [or such longer period of time as the Grantee deems appropriate].
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 that 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].

IX. 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 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 Grantee may preempt the optional 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.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with [fill in local and state civil rights ordinances here] 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 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. Action

1. 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.

2. 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.

3. Equal Employment Opportunity (EEO) 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 employer.

4. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights 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 its implementing regulations of the U.S. Department of Labor at 29 CFR 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 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 sub-recipients 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-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 appropri-

ate 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 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 ensure 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 2 CFR 200 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.

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

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.

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.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

- Clean Air Act, 42 U.S.C., 7401, et seq.;
- 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;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. 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).

C. 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 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.

D. 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 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

Date: May 12, 2026

IN WITNESS WHEREOF, the Parties have executed this contract as of the date written.

On behalf of the City of Elkhart Redevelopment Commission	Boys and Girls Club of Elkhart County, Inc
Sandra Schreiber, President	Tami Hicks, President and CEO

Rod Roberson
Mayor

Michael Huber
Director of Development Services



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Community Development
Economic Development
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Warrick & Boyn

April 2026

Invoice

Total Current

Work

\$12,773.80