



City of Elkhart  
*Redevelopment Commission*

AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING  
MUNICIPAL BUILDING (2<sup>ND</sup> FLOOR), COUNCIL CHAMBERS  
TUESDAY, OCTOBER 14, 2025 at 4:00 P.M.

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

To join, go

<https://signin.webex.com/join>

enter **2305 036 2652** as the event number and **RDC10** as the event password.

To join by phone, call **1-415-655-0001**, enter **2305 036 2652##**

*Press \*6 to unmute telephone*

Comments and questions may be submitted via the WebEx app during the meeting or may be submitted to [Michael.Huber@coei.org](mailto:Michael.Huber@coei.org) prior to the meeting.

1. Call to Order

2. Approval of Minutes

- September 9, 2025, Regular Meeting Minutes

3. New Business

a) Open Bids

b) 2026 Redevelopment Commission Meeting Schedule

- Approve the proposed 2026 Redevelopment Commission Meeting Schedule

c) Roundhouse Proposal

- Approve proposed Roberts Environmental Services Cleanup Grant Application Preparation Assistance Proposal for Roundhouse Site (613 Dr. Martin Luther King, Jr. Drive) to subcontract with Terracon Consultants, Inc. and appropriate \$12,000 from Downtown TIF.

**d) Parcel Offerings**

- Authorize sale of real estate pursuant to IC 36-7-14-22.6
  - 928 W Marion
  - 403 Jackson Place
  - Adjacent and East of 507 Virginia Street
  - 322 Gross St.

**e) 742 S Main Purchase Agreement**

Approve 742 S. Main purchase agreement in the amount of \$235,000

**f) Woodland Crossing Phase 1 RFQ-P Design Build Firm**

- Award Woodland Crossing, Phase 1 design build contract.

**g) Approve PY 2025 CDBG Subrecipient Agreements**

- Approve PY 2025 CDBG Subrecipient Agreements
  - Boys and Girls Club of Elkhart County, Inc
  - Council on Aging of Elkhart County
  - Health Plus Indiana
  - Maple City Health Care Center
  - YWCA North Central Indiana

**h) 229 State Street**

- Approve purchase Agreement for 229 State Street

**i) 138 W. Hively, Ste. 1 Asbestos Abatement**

- Review proposals and award the project to Specialty Systems of South Bend, Inc. and appropriate \$8,420 from Woodland Crossing Operating Fund

**229 State Street**

**4. Staff Updates**

**5. Other Business**

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

**9. Public Comment**

**10. Adjournment**



REGULAR MEETING  
ELKHART REDEVELOPMENT COMMISSION  
LOCATION: CITY HALL, 2<sup>ND</sup>. FLOOR, COUNCIL CHAMBERS  
Tuesday, September 9, 2025  
4:00 p.m.

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PRESENT: Dina Harris, Sandi Schreiber, Willie Brown, Luke Lefever, Gary Boyn, Sherry Weber (Recording Secretary), Mike Huber, Adam Fann, Jacob Wolgamood, Mary Kaczka, Drew Wynes, Thalia Mora, Jeff Schaffer, Clayton Sidenbender (Elkhart Truth)

PRESENT BY WEBEX: Chris Pottratz, Aaron Sorrell, John H and Cindy

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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.

AMEND AGENDA

Ms. Schreiber asked for a motion to amend the September 9, 2025, Regular Meeting Agenda. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved

APPROVAL OF MEETING MINUTES

Ms. Schreiber asked for a motion to approve the August 12, 2025, Regular Meeting Minutes. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

NEW BUSINESS

A. OPENING OF BIDS

Mr. Adam Fann addressed the commission stating there are no bids to open.

B. CAPER Public Hearing

Ms. Mary Kaczka and Mr. Aaron Sorrell (CPI) addressed the commission and answered questions. Ms. Schreiber opened the public hearing for the July 1, 2024 to June 30, 2025 CAPER. There was no public comment. Ms. Schreiber closed the public hearing. Ms. Schreiber asked for a motion to

approve the CAPER report. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor.  
Motion approved.

C. RFQ/P Woodland Crossing Renovations Phase 1  
Mr. Jacob Wolgamood addressed the commission and answered questions. Three companies (R. Yoder Construction, Ankon Corporation and CME Construction) submitted proposals for the Woodland Crossing Renovations Phase 1. The Technical Review Committee will review the proposals and get back to the Commission with their recommendation.

D. Award Second Street Planter Bid  
Mr. Jacob Wolgamood addressed the commission and answered questions. The Technical Review Committee has reviewed all quotes submitted and determined that Wausau Tile is the lowest responsive reasonable quote provider with a quote of \$148,525.34 for 96" planters without reservoirs. Ms. Schreiber asked for a motion to accept the proposal and award the contract for the acquisition and installation of 90 to 120, 96" planters on Second Street to Wausau Tile and appropriate \$160,000 from Downtown Allocation No. 1 Special Fund to pay for the work. Moved by Mr. Lefever. Seconded by Ms. Harris. Voice vote, all in favor. Motion approved.

E. Asbestos Assessment and Remediation for 812 S. Main and 420 S. 2<sup>nd</sup> Street  
Mr. Jacob Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the advertisement for bids for 812 S. Main and 420 S. 2<sup>nd</sup> Street asbestos assessment and remediation. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor.  
Motion approved.

F. This item was removed

G. Aeroplex TIF funds requested for costs associated with runway joint replacement  
Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to appropriate \$476,714.55 from Aeroplex Allocation Area Special Fund to pay for the runway work and the fees determined in site work engineering occurred in drafting specifications and advertising for bids. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

H. LaBour Pump expert witness additional funds  
Mr. Gary Boyn addressed the commission and answered questions. Ms. Schreiber asked for a motion to an additional appropriation of \$25,500 from the Brownfield Services Special Fund to be applied to current and future expert witness fees as they are billed to help prepare for the litigation. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

I. Approve Economic Development Agreement for River District Garage Project  
Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the garage project as described and fund a series 2025 note in the amount of \$8,000,000 through an appropriation through the Cassopolis Allocation Area Special Fund and conditionally approve the terms and conditions of the Economic Development Agreement subject to party's final approval of the terms in Exhibit C, the parking easement and Exhibit D, the parking facility

management Services Agreement and authorize the President and in her absence, the Vice-President to approve any revisions there to that she deems necessary and appropriate and consistent with the intent of the parties subject to prior review and approval by legal council. Moved by Ms. Harris. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

J. Woodland Crossing snow and salt quotes  
Mr. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve Advanced Properties Maintenance of South Bend contract for snow and ice removal services at Woodland Crossing at a cost of \$99,445 and to be paid from the Woodland Crossing CAM Budget. Moved by Mr. Brown. Seconded by Mr. Lefever. Voice vote, all in favor. Motion approved.

#### STAFF UPDATES

Mr. Mike Huber introduced our new employee, Thalia Mora, Economic Development Specialist.  
Ms. Mary Kaczka reminded the commission about the Educational Resources Fair at Woodland Crossing on September 11 from 5-7 pm

#### OTHER BUSINESS

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice in the sum of \$18,596.60. Moved by Mr. Lefever. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved.

The commissioners have the TIF Report.

#### 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. Seconded by Mr. Brown. Voice vote, all in favor. Motion approved. The meeting adjourned at 4:34 p.m.

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Sandra Schreiber, President



City of Elkhart  
*Redevelopment Commission*

Elkhart Redevelopment Commission  
Pre-Agenda Meeting Summary  
For September 5, 2025

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PRESENT: Sandi Schreiber, Dina Harris, Willie Brown, Gary Boyn, Mike Huber, Sherry Weber, Adam Fann, Jacob Wolgamood, Mary Kaczka, and Drew Wynes

PRESENT BY WEBEX: Chris Pottratz

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The Commission reviewed each agenda item and 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 September 9, 2025.



**2026  
REDEVELOPMENT COMMISSION  
PRE-AGENDA MEETING DATES**

The Redevelopment Commission Pre-Agenda meetings will broadcast from the Annex Large Conference Room, Annex Building, 201 S. Second Street, Elkhart, Indiana

|           |    |
|-----------|----|
| January   | 9  |
| February  | 6  |
| March     | 6  |
| April     | 10 |
| May       | 8  |
| June      | 5  |
| July      | 10 |
| August    | 7  |
| September | 4  |
| October   | 9  |
| November  | 6  |
| December  | 4  |



**2026  
REDEVELOPMENT COMMISSION  
MEETING DATES**

The Redevelopment Commission meets the second Tuesday of each month at 4:00 PM and will broadcast from the 2nd floor, Council Chambers, Municipal Building, 229 S. Second Street, Elkhart, Indiana

|           |    |
|-----------|----|
| January   | 13 |
| February  | 10 |
| March     | 10 |
| April     | 14 |
| May       | 12 |
| June      | 9  |
| July      | 14 |
| August    | 11 |
| September | 8  |
| October   | 13 |
| November  | 10 |
| December  | 8  |

Review and adopted by the City of Elkhart Redevelopment Commission at its regular meeting on October 14, 2025

RESOLUTION NO. 25-R-\_\_\_\_\_

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,  
INDIANA, APPROVING CONTRACT FOR ROBERTS ENVIRONMENTAL SERVICES EPA  
CLEANUP GRANT APPLICATION SERVICES FOR THE ROUNDHOUSE SITE

Whereas, The Commission owns the real estate at 613 Dr. Martin Luther King, Jr. Drive in the City of Elkhart and has received a Proposal from Roberts Environmental Services, LLC for additional engineering services related to preparation and submission of an EPA grant application for clean-up of the on-site contamination all as set forth in the attached Proposal (the "Services"); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the Proposal and contract be approved, and the funds appropriated to pay the cost of the Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Proposal of Roberts in the amount of \$12,000.
2. The Commission appropriates the sum of \$12,000.00 from the Downtown Allocation Area No. 1 Special Fund to cover the cost of the 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 such Contracts for Services as they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 14th DAY OF OCTOBER 2025.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

By \_\_\_\_\_  
Sandra Schreiber, President

ATTEST:

By \_\_\_\_\_  
Dina Harris , Secretary

# Memo

To: Redevelopment Commission Member  
From: Adam Fann  
Date: 10/2/25  
Re: Roundhouse Grant Services

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Staff has been working with MACOG and Roberts Environmental to apply for EPA clean up funds for the Roundhouse property. Through conversations with Roberts and other consulting experts it was advised that the Commission work with an outside firm through Roberts to help write the grant application for these funds. Staff is requesting the Commission appropriate \$12,000 from the Downtown TIF and approve the attached contract with Roberts Environmental to subcontract with and aid in supplying information to Terracon Consultants, Inc. for the purpose of drafting and submitting the application to the EPA for clean grant dollars.

September 16, 2025

Mr. Adam Fann, Assistant Director of Redevelopment  
City of Elkhart, Indiana  
229 S. Second Street  
Elkhart, IN 46516

**EPA Cleanup Grant Application Preparation Assistance Proposal**  
**Roundhouse Site**  
**613 Dr. Martin Luther King, Jr. Drive**  
**Elkhart, Indiana**

Dear Mr. Fann:

Roberts Environmental Services, LLC ("ROBERTS") is pleased to submit this proposal to assist with the preparation of an EPA Brownfields Cleanup Grant for the Roundhouse Site located at 613 Dr. Martin Luther King, Jr. Drive in Elkhart. ROBERTS has selected Terracon Consultants, Inc. as a teaming partner for this project due to their extensive experience in the preparation of EPA grant applications, including cleanup grant applications. The City of Elkhart, Indiana, (the "City") will be the applicant for the grant. The following work scope describes our planned activities to assist the City with the completion of the EPA Cleanup Grant application for the Roundhouse Site.

### SCOPE OF SERVICES

The ROBERTS/Terracon Project Team ("Project Team") will provide grant writing services and assist with the preparation of one EPA Brownfields Cleanup Grant. The Project Team will assist the City with its EPA Brownfields Grant application process in accordance with the FY 2026 EPA Brownfields Grant Proposal Guidelines, as well as the completion of all required webforms and submittal of the application document through grants.gov. The application funding amount will be determined based on FY 2026 EPA Guidelines when posted. The information and documentation required for applications consists of the following components.

- Narrative Information Sheet: The Project Team will provide a draft of this document; the organization's letterhead and information will be requested from the City to support preparation.
- Narrative Proposal: The Project Team will provide a draft of the Narrative Proposal; information will be requested from the City to support preparation.
- Support Letter from the State or Tribal Environmental Authority: The Project Team or the City will request the support letter, according to state requirements.
- Threshold Documentation: The Project Team will provide a draft summary of this documentation; information will be requested from the City to support preparation.
- Other Factors Checklist: The Project Team will provide a draft checklist; information will be requested from the City to support preparation.
- Other Items: Additional items such as community-based organization support letters, documentation of leveraged funding, and required EPA forms have historically been required. The Project Team will provide a specific list of required documentation and assistance needed, if any, after the FY 2026 Guidelines are posted.

Additional information, based on the FY 2026 Grant Proposal Guidelines, will be requested once EPA posts the current guidelines.

### A. REQUIRED INFORMATION

The Project Team will provide support to the City (applicant) in presenting the above-mentioned information in the grant application. To produce a competitive grant application, the applicant is an active participant and takes a significant role in gathering the EPA required information, soliciting community support, and providing information to best present the community in a way that strengthens the grant proposal. Based on the FY 2025 grant application and EPA requirements, the City's responsibilities will likely include the following.

- Conduct community outreach (online or in person) within the defined focus areas in the form of meetings that solicits input from the community on the cleanup properties included in the grant application.
- Post the community notification ad for a public meeting or hearing in local newspaper/media per the guideline requirements.
- Establish partnerships with local community-based organizations.
- Provide access to planning documents that align with the target area(s) (web links or names for web search).
- Provide information regarding quantification of private job loss numbers or specific business closures since 2014/2015, if available.
- Provide information regarding quantification of any public job reductions or lower municipal operating budgets since 2014/2015, if available.
- Provide additional information as requested in support of the grant application. Additional items may be requested to describe the community's need and/or other items stipulated in the FY 2026 EPA Grant Guidelines (once released).
- Provide timely review and comments of draft materials.

### B. SCHEDULE

We anticipate the EPA FY 2026 Grant Proposal Guidelines will be released in September 2025. Upon the release of the guidelines, the Project Team will provide a detailed schedule for coordination pertaining to the completion of the specific components of the grant proposal.

We will provide the final grant along with supporting documents and assist the City in submitting their application including required online forms to the EPA through grants.gov.

### C. COMPENSATION

- The Project Team proposes to provide the services described herein *for a lump sum fee of \$12,000* to assist with the City's redevelopment efforts. This fee includes updating and resubmitting the grant application for FY 2027 should the grant application not be selected by EPA for funding as part of the FY 2026 submittal process.

**TERMS AND CONDITIONS**

Unless requested otherwise, the work will be performed in accordance with the ROBERTS' Standard Environmental Services Terms and Conditions, which can be provided upon request. Given the pending release of the FY 2026 Cleanup Grant Guidelines, prompt approval of this proposal is required in order to complete the grant application before the submission deadline (expected to be 60 days from the date the FY 2026 grant guidelines are released). Please indicate your acceptance of the proposal by having an authorized representative sign the attached authorization page and returning it to ROBERTS. Alternatively, ROBERTS can execute a "Professional Services Agreement" prepared by the City.

We appreciate this opportunity to offer our services to you and the City. If you have any questions regarding this proposal, please feel free to call me at your convenience.

Sincerely,  
**Roberts Environmental Services, LLC**



Jeffrey C. Roberts  
President

Attachments: Authorization to Proceed

**AUTHORIZATION FOR ROBERTS ENVIRONMENTAL SERVICES, LLC, TO  
PROCEED WITH PROJECT DESCRIBED IN PRECEDING PROPOSAL**

Proposal/Project Number: 25-10975-10  
Proposal Date: September 16, 2025  
Client: City of Elkhart, Indiana

Proposal Title: EPA Cleanup Grant Application Preparation Assistance Proposal  
Roundhouse Site  
613 Dr. Martin Luther King, Jr. Drive  
Elkhart, Indiana

The undersigned hereby authorizes Roberts Environmental Services, LLC ("ROBERTS") to proceed on the above-referenced project in accordance with the referenced proposal and its associated work scope, terms, and conditions. By authorizing the work, the undersigned acknowledges that ROBERTS' proposed work scope is adequate for the undersigned's purposes. The undersigned further acknowledges that they have read, understand, and agree to the terms and conditions governing the project, including, but not limited to, the Standard Terms and Conditions for this project, which are incorporated herein, and are authorized to contractually bind the above-named Client in executing this authorization. In no event shall any subsequent work order or similar document vary the terms and conditions of this authorization, including all terms and conditions incorporated by reference, without the express written agreement of ROBERTS.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Company/Affiliation

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ROBERTS will proceed with the authorized work upon receipt of a signed Authorization to Proceed.

**PLEASE RETURN THIS PAGE TO ROBERTS UPON COMPLETION**

RESOLUTION NO. 25-R-\_\_\_\_\_

RESOLUTION OF THE REDEVELOPMENT COMMISSION  
OF THE CITY OF ELKHART, INDIANA  
AUTHORIZING SALE OF REAL ESTATE PURSUANT  
TO I.C. 36-7-14-22.6

WHEREAS, the Commission owns or is acquiring 4 tracts of unimproved real estate located at 928 W. Marion Street, 403 Jackson Place, 322 Gross Street, and a parcel adjacent to and East of 507 Virginia Street, all in the City of Elkhart (the "Property") and desires to offer the parcels for sale to abutting landowners, and has obtained appraisals thereof; and

WHEREAS, having reviewed the appraisals and having determined that the highest and best use of each parcel to be offered is sale to an abutting landowner, the Commission now desires to authorize an offer to sell the Properties, the legal descriptions of which are attached hereto as Exhibit A, at the price specified herein.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission now determines that the assessed value of each parcel to be offered for sale is less than \$15,000, that the highest and best use of the Property is sale to an abutting landowner, and it is economically unjustifiable to sell the parcels under I.C. 36-7-14-22.
2. The Commission now authorizes the following offering prices for the parcels:

|                                       |                          |         |
|---------------------------------------|--------------------------|---------|
| 928 W Marion                          | 20-06-08-103-015.000-012 | \$3,400 |
| 403 Jackson Place                     | 20-06-05-015-334.000-012 | \$3,900 |
| Adjacent and East of 507 Virginia St. | 20-06-04-364-004.000-012 | \$3,900 |
| 322 Gross St.                         | 20-06-09-151-009.000-012 | \$2,500 |
3. The officers and staff are directed to publish, and serve on all abutting landowners, by certified mail, a notice in accordance with I.C. 5-3-1, not more than 10 days after the date hereof, identifying the offered Property by legal description, and, if possible, by key number and street address, including the offering price, and a statement that:
  - (a) the property may not be sold to a person who is ineligible under I.C. 36-1-11-16; and
  - (b) an offer to purchase the property submitted by a trust (defined under I.C. 30-4-1-1(a)) must identify each:
    - (i) beneficiary of the trust; and
    - (ii) settlor empowered to revoke or modify the trust.
  - (c) A bidding abutting landowner must agree to, within 180 days, incorporate the offered parcel into its existing lot thus creating a new zoning lot or consolidated taxable lot.

4. The officers and staff of the Commission are hereby authorized to negotiate the terms of such sale, in accordance with I.C. 36-7-14-22.6 (g) and (h), all subject to the final approval of the Commission at a public meeting. If the Offer is accepted, the officers and staff are authorized to close the sale at the earliest possible date.

ADOPTED BY UNANIMOUS VOTE OF THE COMMISSION ON THE 14TH DAY OF OCTOBER, 2025.

CITY OF ELKHART, INDIANA  
REDEVELOPMENT COMMISSION

By: \_\_\_\_\_  
Sandra Schneiber, President

ATTEST:

By: \_\_\_\_\_  
Dina Harris, Secretary

**EXHIBIT A**

928 W. Marion:

PARCEL 1

Property ID#: 20-06-08-103-015.000-012

Part of Lot Numbered 618 in McNaughton & Young's Addition to the City of Elkhart, as per plat thereof recorded May 14, 1872 in Deed Record 42 Page 449 in the Office of the Recorder of Elkhart County, Indiana.

Further described as:

Beginning at the Southwest corner of Lot 618 in McNaughton & Young's Addition to the City of Elkhart, Indiana; thence Eastwardly along the South line of said Lot, 41 feet; thence Northward 82-1/2 feet; thence Westwardly 41 feet; thence Southwardly 82-1/2 feet to the place of beginning.

322 Gross:

PARCEL 2

Property ID#: 20-06-09-151-009.000-012

A strip of land 40 feet in width by parallel lines from off the West side of Lot Numbered 2 in Mather's Subdivision of Lot Numbered 1 Pleasant Point Addition in the City of Elkhart, as per plat thereof, recorded in Deed Record 72, page 253 in the Office of the Recorder of Elkhart County, Indiana.

403 Jackson Place:

PARCEL 3

Property ID#: 20-06-05-015-334.000-012

LOT NUMBER ONE HUNDRED AND THIRTY-FOUR (134) AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF FIELDHOUSE FOURTH ADDITION TO THE CITY OF ELKHART, SUBJECT TO THE THREE (3) FEET IN WIDTH OFF THE EAST SIDE OF THE ABOVE DESCRIBED LOT TO BE USED AS A PRIVATE DRIVE TOGETHER WITH THREE (3) FEET OFF THE WEST SIDE OF LOT 133 IN SAID ADDITION.

ALSO BEGINNING AT A POINT ON THE SOUTH LINE OF AN ALLEY IN FIELDHOUSE FOURTH ADDITION TO THE CITY OF ELKHART WHERE SAID SOUTH LINE OF THE SAID ALLEY WILL BE INTERSECTED BY THE EAST LINE OF LOT 134 IN SAID ADDITION IF SAID EAST LINE WERE EXTENDED

SOUTHWARDLY; THENCE SOUTH ON A CONTINUATION OF SAID EAST LINE OF SAID LOT THIRTY-ONE (31) FEET; THENCE WESTWARDLY PARALLEL WITH THE SOUTH LINE OF SAID ALLEY THIRTY-EIGHT (38) FEET; THENCE NORTHWARDLY PARALLEL WITH THE EXTENDED EAST LINE OF SAID LOT TO THE SOUTH LINE OF SAID ALLEY, THENCE EASTWARDLY ALONG THE SOUTH LINE OF SAID ALLEY TO THE PLACE OF BEGINNING.

Adjacent to and East of  
507 Virginia Street:

PARCEL 4

Property ID#: 20-06-04-364-004.000-012

The West 31 feet of Lot Numbered 69 in Beeson's Second Addition to Elkhart, as per plat thereof recorded in Plat Book 31, page 475 in the Office of the Recorder of Elkhart County, Indiana.

NOTICE OF SOLICITATION OF OFFERS FOR THE  
PURCHASE OF REAL PROPERTY  
UNDER I.C. 36-7-14-22.6

Notice is hereby given that the Redevelopment Commission of the City of Elkhart, Indiana is offering for sale the following tracts of unimproved property commonly known as 928 W. Marion Street, 403 Jackson Place, Adj. to and East of 507 Virginia Street and 322 Gross Street in the City of Elkhart, the legal descriptions of which are:

The offering price of each parcel is as follows:

| <u>PARCEL</u>                         | <u>TAX ID NO.</u>        | <u>OFFERING PRICE</u> |
|---------------------------------------|--------------------------|-----------------------|
| 928 W Marion                          | 20-06-08-103-015.000-012 | \$3,400               |
| 403 Jackson Place                     | 20-06-05-015-334.000-012 | \$3,900               |
| Adjacent and East of 507 Virginia St. | 20-06-04-364-004.000-012 | \$3,900               |
| 322 Gross St.                         | 20-06-09-151-009.000-012 | \$2,500               |

Offers should be submitted to the Department of Redevelopment, Municipal Building, 201 South Second Street, Elkhart, Indiana 46516, Attention: Adam Fann, within ten (10) days following the date of publication.

The Commission has determined that the highest and best use of this property is a sale to an abutting landowner.

The property may not be sold to a person who is ineligible under IC. 36-1-11-16.

An offer 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.

A bidding abutting landowner must agree to, within 180 days, incorporate the offered Parcel into the bidder's existing lot, thus creating a new zoning lot.

The Commission may reject any offers, may make award to the highest eligible offeror, and may negotiate the sale as provided in I.C. 36-7-14-22.6.

REDEVELOPMENT COMMISSION  
CITY OF ELKHART, INDIANA

Sandra Schreiber, President

(TO ELKHART TRUTH: Publish 1 time, no later than October 24, 2025.)

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING PURCHASE  
AGREEMENT FOR 742 SOUTH MAIN

Whereas, the Commission staff and Owner of the property at 742 S. Main, as more fully described in the attached Purchase Agreement (the "Property"), have negotiated an agreement for the Commission to purchase the Property and have submitted the proposed Purchase Agreement attached hereto (the "Purchase Agreement") to the Commission for final approval; and

Whereas, the Commission having obtained appraisals of the Property and having determined that the price of \$235,000.00 is a fair price, now finds that the Property is needed for redevelopment purposes and the Property should be acquired; and

Whereas, the Commission has reviewed the form of Purchase Agreement and finds the terms acceptable.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the purchase of the Property at the price of \$235,000.00 on the terms set forth in the Purchase Agreement attached hereto.
2. The Commission approves the terms and conditions of the Purchase Agreement.
3. The Commission appropriates the sum of \$245,000.00 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund to cover the cost of acquisition, any inspections, environmental reviews, property surveys and closing costs which may be required prior to closing to be allocated between buyer and seller as provided in the Purchase Agreement at closing. Any surplus remaining to be returned to the appropriate account.
4. The Officers of the Commission are hereby authorized to execute and deliver the Purchase Agreement, and all other documents, and do all acts which they deem necessary and desirable to complete the purchase.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 14th DAY OF OCTOBER 2025.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

By \_\_\_\_\_  
Sandra Schreiber, President

ATTEST:

By \_\_\_\_\_  
Dina Harris, Secretary

## PURCHASE AGREEMENT

1. **PARTIES:** This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, wherein German Gutierrez and Isabel Gutierrez, Husband and Wife (“Seller”) agree to sell and convey to the City of Elkhart, Indiana, Department of Redevelopment, a municipal corporation (“Purchaser”) and Purchaser agrees to buy from Seller, the following Property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The Property commonly known as 742 S. Main Street, is a tract of land situated in the City of Elkhart, Elkhart County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller’s interest in all leases or rents, and security deposits. Seller’s interest in and to all licenses and permits with respect to the Property, and Seller’s interest in all warranties or guaranties relating to the Property being sold; all of the above hereinafter collectively called “Property,” and whose legal description is contained on Exhibit “A” attached hereto and incorporated herein.

3. **PRICE:** The total purchase price shall be Two Hundred Thirty-Five Thousand and no/100 Dollars (\$235,000.00) (“Purchase Price”), payable in accordance with the terms and conditions stated in this Agreement.

4. **EARNEST MONEY:** No earnest money is required.

5. **FINANCING:** This Agreement is not contingent upon financing.

6. **CLOSING:** The closing of the sale (the “Closing Date”) shall take place at Meridian Title Corp. within one hundred twenty (120) days from the date hereof, unless extended in writing signed by both parties hereto, with the costs thereof shared equally.

7. **POSSESSION:** The possession of the Property shall be delivered to Purchaser at closing in its present condition, ordinary wear and tear excepted. Seller agrees to maintain the Property and related equipment in good condition until possession is delivered to Purchaser.

8. **INSPECTIONS:** All inspections, except for any Phase II environmental study which may be required, will be completed, at Purchaser’s option and sole expense, within

60 days of the date hereof, except that Seller shall provide Purchaser, at Seller's expense, a Phase I environmental study report. Any additional studies recommended by the Phase I environmental engineer shall be at Purchaser's expense. If Purchaser reasonably believes the reports disclose a major problem with the Property and the Seller is unable or unwilling to remedy the problem, this Agreement may be terminated or the problem waived by Purchaser.

9. **REAL ESTATE TAXES:** All real estate taxes shall be prorated to the date of closing. If the current tax rate has not been established, the prior year rate will be used to compute the proration.

10. **OTHER TAXES:** Seller shall be solely responsible for payment of all real and personal property, sales, use, and other taxes which are outstanding as of the date of closing.

11. **DISCLOSURE OF LIENS AND CLAIMS:** As of Closing Date, Seller warrants there will be no outstanding judgment, tax or other liens attached to the Property.

12. **INSURANCE:** Insurance shall be canceled as of the Closing Date and the Purchaser shall provide its own insurance.

13. **SURVEY:** A staked survey shall be furnished at Seller's expense and shall include a boundary survey and building location, and shall reflect whether the Property is located in a designated flood zone area.

14. **ENVIRONMENTAL REPRESENTATIONS AND WARRANTIES:**

a. **Definitions:** For purposes of this Contract, the following words and phrases shall have the following meanings:

"Environment" shall mean soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, ambient air, and any environmental medium.

"Environmental Condition" shall mean any condition with respect to the Environment on or off the Property, whether or not yet discovered, which could or does result in any damage, loss, cost, expense, claim, demand, order, or liability to or against Seller or Purchaser by any third party (including, without limitation, any government entity), including, without limitation, any condition resulting from the operation of Seller's business and/or the operation of the business of any other property owner or operator in the vicinity of the Property and/or any activity or operation formerly conducted by any person or entity on or off the Property.

“Environmental Law” shall mean any environmental or health and safety-related law, regulation, rule, ordinance, or by-law at the federal, state or local level, whether existing as of the date hereof, or previously in force.

“Permit” shall mean any environmental permit, license, approval, consent, or authorization issued by a federal, state, or local governmental entity.

“Release” shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the Environment.

“Threat of Release” shall mean a substantial likelihood of a Release which requires action to prevent or mitigate damage to the Environment which may result from such Release.

b. Representations and Warranties: Seller represents and warrants to Purchaser such representations and warranties to be true and correct on the date hereof and as of the Closing Date, that:

- (1) Seller, and any other person or entity for whose conduct it is or may be held responsible, has no liability under, has never violated, and is presently in compliance with all Environmental Laws applicable to the Property and any facilities and operations thereon, and, to the best of Seller’s knowledge, there exist no Environmental Conditions with respect to the Property or any facilities or operations thereon;
- (2) Seller, and any other person or entity for whose conduct it is or may be held responsible, has not generated, manufactured, refined, transported, treated, stored, handled, disposed, transferred, produced, or processed any Hazardous Material or any solid waste at the Property, except in compliance with all applicable Environmental Laws, and has no knowledge of the Release or Threat of Release of any Hazardous Material at or in the vicinity of the Property;

- (3) No lien has been imposed on the Property by any governmental agency at the federal, state, or local level in connection with the presence on or off the Property of any Hazardous Material;
- (4) Seller, and any other person or entity for whose conduct it is or may be held responsible, has not: (a) entered into or been subject to any consent decree, compliance order or administrative order with respect to the Property or any facilities or operations thereon; (b) received notice under the citizen suit provision of any Environmental Law in connection with the Property or any facilities or operations thereon; (c) received any request for information, notice, demand letter, administrative inquiry, or formal or informal complaint or claim with respect to any Environmental Condition relating to the Property or any facilities or operations thereon; or (d) been subject to or threatened with any governmental or citizen enforcement action with respect to the Property or any facilities or operations thereon; and Seller, and any other person or entity for whose conduct it is or may be held responsible, has no reason to believe that any of the above will be forthcoming.

15. **ENVIRONMENTAL INSPECTIONS:** Seller has, at Seller's expense, delivered or will cause to be delivered to Purchaser a Phase I Environmental Inspection (the "Phase I").

Purchaser shall have ninety (90) days after the Seller's delivery of the Phase I study, to review the Phase I and the environmental condition of the Property and to conduct, at Purchaser's option and expense, a Phase II Environmental Inspection (the "Environmental Inspection Period"). At Purchaser's request, during the Environmental Inspection Period, Seller shall grant to Purchaser and its representatives reasonable access to the Property for the purpose of confirming environmental compliance of the Property and conducting the Phase II Environmental Inspection. Notwithstanding the foregoing, Purchaser shall notify Seller at least 24 hours prior to its entry upon the Property to perform any of such inspections. Seller shall have the right to coordinate and accompany Purchaser on any of such inspections, provided

Seller does not unreasonably delay such inspections. Any and all inspections deemed necessary by Purchaser shall be performed at Purchaser's expense and shall not unreasonably affect or damage the Property.

If Purchaser approves by written notice the environmental condition of the Property either during or within fifteen (15) days of the end of the Environmental Inspection Period then, except as otherwise specifically provided for herein, Purchaser shall be obligated to proceed to the closing of the transaction as contemplated hereby. If Purchaser indicates in its written notice to Seller that it does not approve of the environmental condition of the Property, such notice must state the reasons for the disapproval. Upon receipt of such notice of disapproval, Seller, in its sole discretion, shall have a period of thirty (30) days from the date of its receipt of such notice to remedy matters objected to by Purchaser in such notice.

If Seller elects not to remedy the matters set forth in Purchaser's notice to Seller, then Purchaser's remedies shall be solely limited to (i) waiver of any matters which Seller has not remedied to Purchaser's reasonable satisfaction, in which case the transaction contemplated by this Agreement will proceed as if Purchaser had not disapproved of such matters, or (ii) termination of this Agreement and the return of any Earnest Money Deposit to the Purchaser. Upon termination of this Agreement by Purchaser pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

16. **TITLE AND SURVEY APPROVAL:** Seller shall deliver to Purchaser within thirty (30) days after acceptance of this purchase agreement, a Commitment for Title Insurance from Meridian Title Corp. in the amount of the Purchase Price to insure in Purchaser a marketable title in fee simple absolute to the Property, and subject to the easements and restrictions of record, current zoning laws, and real estate taxes on the Closing Date (the "Commitment") and, at Purchaser's request, legible copies of all recorded instruments affecting the Property recited as exceptions in the Commitment. If Purchaser has an objection to items disclosed in such Commitment or the survey provided for herein, Purchaser shall promptly make written objection to Seller after receipt of each such instrument. If Purchaser makes such objections or if the objections are disclosed in the Commitment, the survey or by the issuer of the Title Policy, Seller shall have thirty (30) days from the date such objections are disclosed to cure the same, and the Closing Date shall be extended if necessary. Seller agrees to utilize its best efforts and reasonable diligence to cure such objection, if any. If the objections are not satisfied

within such time period, Purchaser may (a) terminate this purchase agreement, or (b) waive the unsatisfied objections and close the transaction.

17. **PRORATION AND SPECIAL ASSESSMENTS:** Interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to the Closing Date. Any special assessments applicable to the Property for municipal improvements previously made to benefit the Property shall be paid by Seller. Purchaser will assume and agree to pay all special assessments for municipal improvements which are completed after the date of this Purchase Agreement.

18. **PURCHASER'S CONDITIONS TO CLOSING:**

a. Purchaser's obligations under this Agreement are expressly conditioned upon the occurrence of the following events:

- (1) The Title Company shall be ready, willing and able to issue the Title Policy in the form required on the Closing Date.
- (2) Seller shall be ready, willing and able to deliver to Purchaser on the Closing Date the fully executed Warranty Deed, in form acceptable to Purchaser and its counsel, as required hereunder.
- (3) The representations and warranties of Seller set forth herein shall have been true and correct when made and as of the Closing Date in all material aspects.
- (4) Any Survey required hereunder is in form and substance acceptable to Purchaser.
- (5) The Purchaser shall have received an affidavit of the Seller, sworn to under penalty of perjury, setting forth the Seller's name, address and Federal tax identification number and stating that such Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (the "Code"), or, alternatively, if applicable, a statement issued by the Seller and otherwise in the form required by the Code certifying that the Seller was not a "United States real property holding company" within the meaning of the Code at any time during the five years preceding the Closing

Date. If, on or before the Closing Date, the Purchaser shall not have received each such affidavit or such statement, the Purchaser may withhold from the Purchase Price payable pursuant hereto at Closing to Seller such sums as are required to be withheld therefrom under Section 1445 of the Code.

- (6) Purchaser and/or the Title Company shall have received such other documents as, in the opinion of Purchaser's counsel, and the title insurer, are necessary to complete the transactions contemplated by this Agreement, including without limitation a fully executed Indiana Disclosure of Sales form.

b. In the event that satisfaction of any of the conditions described in this Paragraph shall not have timely occurred, Purchaser shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement and receive any Earnest Money Deposit, together with any interest accrued thereon, and any documents previously deposited. Except as otherwise herein specifically provided, upon termination of this Agreement by Purchaser pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

19. **SELLER'S CONDITIONS TO CLOSING:**

a. Seller's obligations under this Agreement are expressly conditioned upon the occurrence of the following events:

- (1) The representations and warranties of Purchaser set forth herein shall have been true and correct when made and as of the Closing Date in all material respects.
- (2) Purchaser shall have delivered to the Closing Agent the Purchase Price on the Closing Date.

b. In the event that satisfaction of any of the conditions described in this paragraph shall not have timely occurred through no fault of Seller, Seller shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement and receive any funds and documents previously deposited. Except as otherwise herein specifically provided, upon termination of this Agreement by Seller pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

20. **SALES EXPENSES:** Seller and Purchaser agree that all sales expenses are to be paid in cash prior to or at the closing.

a. Seller's Expenses. Seller shall be responsible for and pay all costs for the following: 1) releasing existing liens and recording the releases; 2) Owner's Title Policy; 3) one-half (1/2) of any closing fee; 4) preparation of Deed and Vendor's Affidavit; and 5) other expenses stipulated to be paid by Seller under other provisions of this Agreement.

b. Purchaser's Expenses. Purchaser agrees to pay all other recording fees; one-half (1/2) of any closing fee; copies of documents pertaining to restrictions, easements, or conditions affecting the Property; and expenses stipulated to be paid by Purchaser under other provisions of this Agreement.

21. **DEFAULT:** If Purchaser breaches this Agreement and is in default, (a) Seller may seek specific performance or any other remedy provided by law or equity; or (b) Seller may treat this Agreement as being terminated. If Seller, through no fault of Seller, is unable to convey marketable title as required by this Agreement and the defect or defects are not waived by Purchaser, Seller's sole obligation shall be to return promptly any Earnest Money and any sums expended by Purchaser for survey or title evidence; provided, however, Purchaser shall have the right to pay and satisfy any existing liens not otherwise assumed by Purchaser and deduct that amount from the Purchase Price. If Seller refuses to perform as required, Purchaser may pursue all available legal and equitable remedies.

22. **ATTORNEY'S FEES:** Any signatory to this Agreement who is the prevailing party in any legal or equitable proceeding against any other signatory brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

23. **DUTIES OF PURCHASER AND SELLER AT CLOSING:**

a. At the closing, Seller shall deliver to Purchaser, at Seller's sole cost and expense, the following:

- (1) A duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted

herein and/or approved by Purchaser in writing and execute a Vendor's Affidavit;

- (2) An Owner's Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company chosen by the Seller in the full amount of the Purchase Price, dated as of the closing, insuring Purchaser's fee simple title to the Property to be good and indefeasible subject only to the standard printed exceptions contained in the usual form of the Title Policy;
- (3) Furnish evidence of its capacity and authority for the closing of this transaction;
- (4) Seller agrees to provide Purchaser with a certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act; and
- (5) Execute all other necessary documents to close this transaction.

b. At the closing, Purchaser shall perform the following:

- (1) Pay the cash portion of the Purchase Price in the form of a certified or cashier's check;
- (2) Furnish evidence of its capacity and authority for the closing of this transaction; and
- (3) Execute all other necessary documents to close this transaction.

24. **CONDEMNATION:** If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Purchaser may, at its option, terminate this Agreement by written notice to Seller within ten (10) days after Purchaser is advised of the commencement of condemnation proceedings, or Purchaser shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall, at the Purchaser's election, become the property of Seller and reduce the purchase price by the same amount or shall become the property of Purchaser and the Purchase Price shall not be reduced.

25. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any such damage or destruction is not fully repaired prior to closing, Purchaser, at its option, may either (a) terminate this Agreement, or (b) elect to close the transaction, in which event Seller's right to all insurance

proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser.

26. **MISCELLANEOUS:**

a. Any notice required or permitted to be delivered hereunder, shall be deemed received when personally delivered or sent by United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below the signature of such party hereto.

b. During the term of this Agreement, Seller shall entertain no competing offers nor shall he negotiate with any third person or entity for the sale of this Property.

c. Both Purchaser and Seller agree that there are no brokers involved in this Agreement.

d. Purchaser reserves the right to assign his interest in this Agreement to persons or entities of his choice without recourse to the Purchaser. In the event of such assignment, Purchaser shall have no personal liability to the Seller or to any third party on account of this Agreement. In the event of assignment, all Purchaser's rights under this Agreement will transfer to the Assignee.

e. This Agreement shall be construed under and in accordance with the laws of the State of Indiana.

f. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

g. In case of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

h. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.

i. Time is of the essence of this Agreement.

j. Words of any gender used in this Agreement shall be held and constructed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

k. All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.

l. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**“PURCHASER”**  
CITY OF ELKHART, INDIANA,  
DEPARTMENT OF REDEVELOPMENT

By: \_\_\_\_\_  
\_\_\_\_\_

229 S. Second St.  
Elkhart, IN 46516  
Purchaser’s Address for Notice Purposes

\_\_\_\_\_  
Taxpayer I.D. #

**“SELLER”**

\_\_\_\_\_  
German Gutierrez

\_\_\_\_\_  
Isabel Gutierrez

23691 Ridgemont  
Elkhart, IN 46516  
Seller’s Address for Notice Purposes

\_\_\_\_\_  
Seller’s S.S. # or Taxpayer I.D. #

EXHIBIT A

Real Estate in the City and County of Elkhart, State of Indiana, to wit:

Parcel 1:

A strip of land forty (40) feet in width, by one hundred thirty two (132) feet in length in the shape of a rectangle off of the South side of Out Lot Number Sixty nine (69) as the same is known and designated on the recorded CORPORATION PLAT of the Town (now City) of Elkhart; said Plat being recorded in Deed Record 27, page 154 in the Office of the Recorder of Elkhart County, Indiana.

Tax ID No. 20-06-08-227-021.000-012

Parcel 2:

A part of Out Lot Numbered Sixty-nine (69) as the said Lot is known and designated on the recorded Corporation Plat of the Town (now City) of Elkhart; said Plat being recorded in Deed Record 27, page 154, in the Office of the Recorder of Elkhart County, Indiana, and being more particularly described as follows:

Commencing at a point on the East line of South Main Street in the City of Elkhart, Indiana, which is distant Forty (40) feet Northwestwardly from the Southwest corner of said Out Lot Number Sixty-nine (69); running thence Northeastwardly along the Northwest line of land formerly owned by E.K. Boyer, 132 feet; thence Northwestwardly parallel with said street 65 1/2 feet; thence Southwestwardly parallel with the Southeast line of said Out Lot, 132 feet; thence Southeastwardly along the line of said street 65 1/2 feet to the place of beginning.

Tax ID No. 20-06-08-227-004.000-012

Parcel 3:

A part of Out Lot Sixty-nine (69) as the said Lot is known and designated on the recorded Corporation Plat of the City of Elkhart, Indiana; said Plat being recorded in Deed Record 27, page 154 in the Office of the Recorder of Elkhart County, Indiana, also land adjacent on the North all which is more particularly described as follows:

Commencing at the most Southerly corner of said Out Lot Sixty-nine (69); thence North 44 degrees 42 minutes 21 seconds East, along the most Southerly line of Out Lot Number 69, a distance of 132.05 feet to an iron pipe found at the point of beginning of this description; thence North 45 degrees 19 minutes 32 seconds West, a distance of 123.49 feet to a spindle found on the North line of a land conveyed to Northern Investments, LLC in Deed Record 2002-18931; thence North 82 degrees 45 minutes 50 seconds East, a distance of 34.68 feet to a capped rebar (Justice 900004); thence North 12 degrees 25 minutes 18 seconds East, a distance of 63.75 feet to a rebar found on the South right of way of the New York Central Railroad; thence along an arc to the right having a radius of 764.00 feet a distance of 156.17 feet to the most Northeasterly

corner of Out Lot 69; thence South 44 degrees 42 minutes 21 seconds West, along the most Southerly line of said Out Lot 69, and the most Northerly line of a land conveyed to Integrity Investments in Deed Record 2003-18585 in the Office of the Recorder of Elkhart County, Indiana, a distance of 157.41 feet to the point of beginning of this description.

Tax ID No. 20-06-08-227-005.000-012  
20-06-08-227-019.000-012

# Community and Redevelopment

## Memo

To: Redevelopment Commission Members  
From: Jacob Wolgamood  
Date: 10/9/2025  
Re: Woodland Crossing, Phase 1 – Award Contract

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A design-build approach was chosen as the method for renovations to the Woodland Crossing, Phase 1 project. Indiana Code 5-30 specifies the process for the selection of a design-build construction provider for a public project. A Public Notice seeking qualified design-build firms or teams was first published on July 12, 2025 requesting proposals by September 9, 2025. Proposals received by the deadline were reviewed by the Technical Review Committee which met on September 23, 2025 to select a design-build provider.

The Redevelopment Commission received proposal packages from three firms, as follows:

| Lead / General Contractor | Location            | Designer                |
|---------------------------|---------------------|-------------------------|
| Ancon Construction        | Goshen, Indiana     | Bodwe / WBK Engineering |
| CME Construction          | Fort Wayne, Indiana | In House                |
| R. Yoder Construction     | Nappanee, Indiana   | Structurepoint          |

The qualitative proposals were rated by the Technical Review Committee that was appointed by the Redevelopment Commission for this project as required by IC 5-30-4. The members of the Technical Review Committee were:

- Jacob Wolgamood, Community Development Staff, Public Agency Representative
- Jeffrey Schaffer, PE, City Engineering, Professional Engineer
- Zachary Flagle, RA, AIA, Consultant (DLZ), Registered Architect

The qualitative proposals were scored in various categories on a scale from 0 to 5, with 5 being the highest. The scores were weighted, and the weighted score for each proposal were as follows:

| Proposal              | Wolgamood | Schaffer | Flagle | Average |
|-----------------------|-----------|----------|--------|---------|
| Ancon Construction    | 4.8       | 4.7      | 4.3    | 4.60    |
| CME Construction      | 4.4       | 4.5      | 4.2    | 4.37    |
| R. Yoder Construction | 4.6       | 4.1      | 4.8    | 4.50    |

After recording the scores, the price proposals were opened by the Technical Review Committee. Using the methodology proscribed in IC 5-30-7-5 (dividing the proposed price by the qualitative score), the adjusted price was calculated for each of the proposal packages, as follows:

| Proposal              | Price Proposal | Qualitative Score | Adjusted Price |
|-----------------------|----------------|-------------------|----------------|
| Ancon Construction    | \$3,314,000    | 4.60              | \$720,435      |
| CME Construction      | \$3,948,800    | 4.37              | \$903,616      |
| R. Yoder Construction | \$2,490,000    | 4.50              | \$553,333      |

Following the opening of the price proposals the R. Yoder Construction submittal has been rejected outright by the Technical Review Committee due to insufficient budget justification.

As required by IC 5-30-7-6, the proposal package from Ancon Construction was found to have the lowest adjusted price and should be accepted by the Redevelopment Commission.

Recommended Action: Award the Woodland Crossing Renovations, Phase 1, Design-Build Construction Project, to Ancon Construction, with a contract price in the amount of \$3,314,000.

# MEMO



**TO:** Redevelopment Commission  
**FROM:** Dana Donald  
**DATE:** October 1, 2025  
**SUBJECT:** Community Development Block Grant (CDBG) -Nonprofit Subrecipients Agreements

**All persons receiving services with CDBG funds must live within the city limits of Elkhart, Indiana**

- **HEALTH PLUS INDIANA - \$10,000**
  - Providing emergency rental, mortgage, and utility payments to their clients who are living with HIV/AIDS to prevent homelessness
- **BOYS AND GIRLS CLUB - \$15,000**
  - Providing scholarships for before and after school care
- **MAPLE CITY HEALTH CARE -\$15,000**
  - Providing healthcare services; the CDBG funding will be used to assist with the cost of providing those services to low to moderate income persons
- **YWCA - \$20,000**
  - Providing emergency shelter for victims of domestic violence. The CDBG funding will be used to assist with utility bills, trash removal, kitchen supplies (non-food), and bedding.
- **COUNCIL ON AGING -\$20,000**
  - Providing medical and necessary transportation services to clients 62 years old and older.





Community Development Block Grant Program  
 2025 CDBG Annual Action Plan  
Subrecipient Agreement

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 October 14, 2025 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**

Tami Hicks

Cristina Rheinheimer

Mandy Miller

**Responsibilities**

President and CEO

Grants Manager

Grants Coordinator

"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 31st day of May, 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 sub-recipient 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 \_\_\_\_\_

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

|  |   |
|--|---|
| <b>On behalf of the City of Elkhart<br/>Redevelopment Commission<br/>Sandra Schreiber, President</b> | <b>Boys and Girls Club of Elkhart<br/>County, Inc<br/>Tami Hicks, President and CEO</b> |
|  |   |



# Community Development Block Grant Program 2025 CDBG Annual Action Plan Subrecipient Agreement

Between

City of Elkhart Community Development  
Elkhart, Indiana

and

Council on Aging of Elkhart County  
Elkhart, Indiana

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

|                              |   |
|------------------------------|---|
| PROJECT NAME                 | Senior Transportation                     |
| PROJECT TYPE                 | Public Service                            |
| SUBRECIPIENT ID              | 51-0178910                                |
| 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                  | 1037                                      |
| CDBG ALLOCATION              | \$20,000                                  |

CDBG SUBRECIPIENT AGREEMENT  
BETWEEN the City of Elkhart Community  
Development AND  
Council on Aging of Elkhart County  
FOR  
Senior Transportation Services

THIS AGREEMENT, entered this October 14, 2025 by and between the City of Elkhart Community Development (herein called the "Grantee") and HealthPlus Indiana (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 Senior Transportation Services 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: Recipient will use the CDBG funding to reimburse for costs incurred to operate the senior transportation program with the City of Elkhart. Council on Aging seeks to improve availability/accessibility to seniors living within the City of Elkhart.

**General Administration**

The Transportation Program offers the aging and disabled the opportunity to successfully attain services which are integral to the State and Federal governments desire to pursue "Aging in Place", which is an initiative that works to help seniors find the resources and services necessary to remain in their home environment for as long as possible. To accommodate the diminishing capabilities of our clients, our services are designed to assist each of them from their front door to the transport vehicle, secure them in their seat and escort them to the reception desk of their destination. Clients are provided appointment reminders one day prior to the trip date. Each person transported is provided the name of the driver and time at which that driver will return to transport them home, which offers them assurance in safety. All transport vehicles are wheelchair accessible.

To further client safety, 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-day hands-on course supervised by the Transportation Manager. Annual updates on training and certification are required, along with passenger licensing endorsement by the Bureau of Motor Vehicles.

As a priority, maintenance of vehicles is provided by a licensed mechanic. Vehicle inspection is conducted by the Indiana Department of Transportation.

**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 by making services available to limited clientele.

**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 transportation services to 80 Persons  
Document eligible expenses for reimbursement from the City of Elkhart

NOTE: The term Beneficiary means person served one time

**D. Staffing**

Staff Member

Tina Fraley

Responsibilities

CEO and CFO

"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 31st day of May, 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

| Line Item   | Amount:  |
|---|----------|
| Reimbursement for Senior Transportation<br>Operating costs within the City of Elkhart | \$20,000 |

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:  
Twenty Thousand Dollars and no cents \$20,000

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

Council on Aging of Elkhart County  
131 W. Tyler Street, Suite 1A  
Elkhart, Indiana 46516  
574-295-1820 x 222

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:

- o Records providing a full description of each activity undertaken;
- o Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- o Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- o Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- o Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- o 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 sub-recipient 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 and 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 \_\_\_\_\_

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

|  |                                      |
|--|--------------------------------------|
| <b>On behalf of the City of Elkhart<br/>Redevelopment Commission</b> | <b>Council on Aging of Elkhart C</b> |
| <b>Sandra Schreiber, President</b>                                   | <b>Tina Fraley, CEO and CFO</b>      |
|  |                                      |



# Community Development Block Grant Program 2025 CDBG Annual Action Plan Subrecipient Agreement

Between

City of Elkhart Community Development  
Elkhart, Indiana  
**and**  
HealthPlus Indiana  
Elkhart, Indiana

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

|                              |   |
|------------------------------|---|
| PROJECT NAME                 | Emergency Financial Support               |
| PROJECT TYPE                 | Public Service                            |
| SUBRECIPIENT ID              | 35-1902136                                |
| 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                  | 1041                                      |
| CDBG ALLOCATION              | \$10,000                                  |

CDBG SUBRECIPIENT AGREEMENT  
BETWEEN the City of Elkhart Community  
Development AND  
HealthPlus Indiana  
FOR  
Emergency Financial Support

THIS AGREEMENT, entered this October 14, 2025 by and between the City of Elkhart Community Development (herein called the "Grantee") and HealthPlus Indiana (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 Emergency Financial Support 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 be providing services to persons living with HIV/AIDS residing in the City Limits of Elkhart. This assistance is for their clients who are experiencing an emergency and cannot cover the costs of their rent, mortgage, or utility bills. The qualifying client may apply for up to \$500 to assist with their mortgage, NIPSCO, AEP, Water bill, or rent.

**General Administration**

Direct Emergency Financial Assistance Program or DEFA provides emergency assistance to clients. The client must present with a need and turn in supporting documentation

**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 by making services available to limited clientele.

**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:

Director supervises the staff who plan to serve 100 Persons  
Document eligible expenses for reimbursement from the City of Elkhart

NOTE: The term Beneficiary means person served one time

**D. Staffing**

**Staff Member**

Leeah Hopper  
Bethany Bryant  
Grant Harris

**Responsibilities**

Executive Director  
Finance Director, submits claims  
Outreach Director, oversees program

"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.

**I. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of July, 2025 and end on the 31st day of May, 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>  |
|---|-----------------|
| Emergency financial assistance (up to \$500) for client rent, mortgage, or utility payments to prevent homelessness | <u>\$10,000</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:  
Ten Thousand Dollars and no cents     \$10,000

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

HEALTHPLUS INDIANA  
616 S. Main Street  
Elkhart, Indiana 46516  
574-234-2870 x 29

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;

- o Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- o 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 of 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 sub-recipient 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 and provisions meeting the

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 \_\_\_\_\_

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

|  |   |
|--|---|
| <b>On behalf of the City of Elkhart<br/>Redevelopment Commission</b> | <b>HealthPlus Indiana</b>               |
| <b>Sandra Schreiber, President</b>                                   | <b>Leeah Hopper, Executive Director</b> |
|  |   |



# Community Development Block Grant Program 2025 CDBG Annual Action Plan Subrecipient Agreement

Between

City of Elkhart Community Development  
Elkhart, Indiana

and

Maple City Health Care Center  
Goshen, Indiana

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

|                              |   |
|------------------------------|---|
| PROJECT NAME                 | Affordable Healthcare Services            |
| PROJECT TYPE                 | Public Service                            |
| SUBRECIPIENT ID              | 35-1749398                                |
| 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                  | 1039                                      |
| CDBG ALLOCATION              | \$15,000                                  |

CDBG SUBRECIPIENT AGREEMENT  
BETWEEN the City of Elkhart Community  
Development AND  
MAPLE CITY HEALTH CARE CENTER  
FOR  
Affordable Healthcare Services

THIS AGREEMENT, entered this October 14, 2025 by and between the City of Elkhart Community Development (herein called the "Grantee") and HealthPlus Indiana (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 Affordable Healthcare Services 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: Recipient will use the CDBG funding to supplement costs of low to moderate income persons as defined in 24 CFR 570.208 to obtain medical services. The Maple City Health Center seeks to increase economic opportunities for individuals living in the City of Elkhart.

**General Administration**

Maple City Health Center will offer acute care (illnesses and injuries), preventative care (check-ups), dental care, obstetrics (caring for babies and mothers before and after delivery), chronic disease management, on-site Medicaid enrollment, health insurance navigation, counseling, social services, and medication assistance (medicine at low to no cost). Substance abuse treatment is offered including medication assisted treatment and group care for people with addictions. The staff is comprised of licensed medical, dental, behavioral health professionals, and a patient support team.

**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 by making services available to limited clientele.

**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:

Discounted medical care for 200 low-income Persons  
Document eligible expenses for reimbursement from the City of Elkhart

NOTE: The term Beneficiary means person served one time

**D. Staffing**

| <b>Staff Member</b> | <b>Responsibilities</b>                    |
|---------------------|--|
| Mike Genau          | Grant Writer                               |
| Stephanie Yoder     | Assistant Grant Writer and Data Specialist |
| Paul Fast           | Executive Director                         |

“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.

**I. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of July, 2025 and end on the 31st day of May, 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>   |
|----------------------------------|------------------|
| Discounted medical care services | \$ <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

Maple City Health Care Center, Inc  
213 Middlebury Street  
Goshen, Indiana 46528  
574-536-5029

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.

### **III. 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;

- o Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- o 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 sub-recipient 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 and 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 \_\_\_\_\_

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

|  |  |
|--|--|
| <b>On behalf of the City of Elkhart<br/>Redevelopment Commission</b> | <b>Maple City Health Care Center</b>         |
| <b>Sandra Schreiber, President</b>                                   | <b>Paul Shetler Fast, Executive Director</b> |
|  |  |



Community Development Block Grant Program  
 2025 CDBG Annual Action Plan  
**Subrecipient Agreement**

Between

City of Elkhart Community Development  
 Elkhart, Indiana  
**and**  
*YWCA North Central Indiana*  
 Elkhart, Indiana

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

|                              |   |
|------------------------------|---|
| PROJECT NAME                 | Safe Haven Domestic Violence Emergency Shelter Operations |
| PROJECT TYPE                 | Public Service  |
| SUBRECIPIENT ID              | 35-0868226  |
| 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                  |   |
| PROJECT TOTAL                | \$  |
| CDBG ALLOCATION              | \$20,000  |
|                              |   |

CDBG SUBRECIPIENT AGREEMENT  
BETWEEN the City of Elkhart Community  
Development AND  
***YWCA North Central Indiana***

FOR

Safe Haven Domestic Violence Emergency Shelter Operations

THIS AGREEMENT, entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Elkhart Community Development (herein called the "Grantee") and HealthPlus Indiana (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 Safe Haven Domestic Violence Emergency Shelter Operations 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: Recipient will use the CDBG funding to cover current utility bills (electric, heat, and water), the purchase of non-food kitchen supplies, cleaning supplies, bedding, and trash removal fees. The Safe Haven Shelter in Elkhart seeks to provide a suitable living environment for persons facing trauma and violence within the City of Elkhart.

**General Administration**

Safe Haven staff will provide individualized case management, helping victims develop a plan for the future to secure permanent housing, child care, reliable transportation, and employment. The YWCA tracks all client demographic and program information through ClientTrack, an online data system.

All staff and volunteers who will provide long-term volunteer services at YWCA Safe Haven must complete 40 hours of domestic violence training. The training addresses the various types of abuse, the control tactics of abusers, the effects of domestic violence on children, shelter operations/procedures, and other community services that benefit residents.

All staff must train in CPR and basic first aid; they must obtain a minimum of 10 hours of domestic violence-specific training each year to ensure that they have the most current information regarding domestic violence issues. This standard, set by the Indiana Criminal Justice Institute (ICJI), must be achieved to remain in full compliance with the criteria for domestic violence programs in the state.

**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 (ies) carried out under this Agreement will meet the benefitting low-and moderate-income persons National Objective by making services available to a limited clientele of battered persons seeking emergency shelter.

**B. 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 emergency shelter for 550 Persons

Document eligible expenses for reimbursement from the City of Elkhart

NOTE: The term Beneficiary means person served one time

**C. Staffing**

| Staff Member     | Responsibilities   |
|------------------|--------------------|
| Amy Hill         | President and CEO  |
| Madelyn Martinec | Director of Grants |
| Zamiki Chism     | Grants Accountant  |

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

**D. 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 31st day of May, 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>  |
|--|-----------------|
| Utility (Gas, Water, Electric) reimbursement. Kitchen supplies (non-food), beddi, and Trash Removal fees | <u>\$20,000</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 \$20,000

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

YWCA NORTH CENTRAL INDIANA, Inc.  
132 State Street  
Elkhart, Indiana 46516  
574-233-9491 x 305

**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.

### **III. 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 sub-recipient 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].

**X. 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 and 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 \_\_\_\_\_

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

|  |                                    |
|--|------------------------------------|
| <b>On behalf of the City of Elkhart<br/>Redevelopment Commission</b> | <b>YWCA North Central Indiana</b>  |
| <b>Sandra Schreiber, President</b>                                   | <b>Amy Hill, President and CEO</b> |
|  |                                    |

RESOLUTION NO. 25-R-\_\_\_\_\_

**RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY  
OF ELKHART, INDIANA, APPROVING PURCHASE AGREEMENT  
FOR 229 STATE STREET**

WHEREAS, the Department of Redevelopment acquired and improved the property at 229 State Street (the "Real Estate") with funding under the Neighborhood Stabilization Program (the "Program") and the long term tenant of the property desires to purchase the property for its appraised value in accordance with the terms of the proposed Purchase Agreement attached hereto (the "Purchase Agreement"); and

WHEREAS, the Commission having obtained appraisals of the property and having determined that sale to the income qualified tenant is permissible under and furthers the goals of the Program; and

WHEREAS, the Commission has reviewed the form of Purchase Agreement and finds the terms acceptable.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the sale of the Real Estate in accordance with the terms set forth in the Purchase Agreement.
2. The Officers of the Commission are hereby authorized to execute and deliver the Purchase Agreement, and all other documents, and do all acts, which they deem necessary and appropriate to complete the sale.

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS  
14th DAY OF OCTOBER, 2025.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

By: \_\_\_\_\_  
Sandra Schreiber, President

ATTEST:

By: \_\_\_\_\_  
Dina Harris, Secretary

## PURCHASE AGREEMENT

1. **PARTIES.** As of the 14<sup>th</sup> day of October, 2025, City of Elkhart, Indiana, Department of Redevelopment, an Indiana municipal corporation (“**Seller**”) agrees to sell and convey to Mary Gilbert, 229 State Street, Elkhart, Indiana 46516 (“**Purchaser**”) and Purchaser agrees to buy from Seller, the following Property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY.** The Property commonly known as 229 State Street in the City of Elkhart, Elkhart County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, all of the above hereinafter collectively called “**Property**,” and whose legal description is contained on Exhibit A attached hereto and incorporated herein.

3. **PRICE.** The total purchase price shall be Ninety-One Thousand Seven Hundred and No/100 Dollars (\$91,700.00) (“**Purchase Price**”), payable in cash at Closing, provided, however, Seller shall credit the amount Buyer paid in rent during her occupancy as Lessee of the Property to the date of Closing of this purchase against the Purchase Price.

4. **EARNEST MONEY.** No earnest money is required.

5. **CLOSING.** The closing of the sale (the “**Closing Date**”) shall take place at Meridian Title Corporation within 90 days, unless extended in writing signed by both parties hereto, with the costs paid by Purchaser.

6. **POSSESSION.** The possession of the Property shall be delivered to Purchaser in its AS IS condition.

7. **INSPECTIONS.** Purchaser has been afforded the option of having the Property inspected, waives such right, affirms that she has lived on the premises as a lessee for eleven (11) years and conducted her own review of the Property and purchases the same AS IS.

8. **REAL ESTATE TAXES.** Purchaser shall pay all outstanding and future real estate taxes.

9. **INSURANCE.** Any Seller insurance shall be canceled as of the Closing Date and the Purchaser shall provide her own insurance. Completion of this transaction shall be contingent upon the Purchaser’s ability to obtain an acceptable written commitment for homeowner’s insurance within ten (10) days after the Effective Date.

10. **SURVEY.** Seller will provide Purchaser a copy of any existing survey of the Property. Seller shall permit Purchaser to obtain, at Purchaser's expense, any survey for the Property she may desire.

11. **ENVIRONMENTAL INSPECTIONS.** This property was acquired by Seller under the Neighborhood Stabilization Program and is located in a Residential Zone. Seller will provide Purchaser a copy of any existing environmental review report it may possess. Purchaser accepts the Property "AS IS" and waives any additional environmental review.

12. **TITLE AND SURVEY APPROVAL.** Seller will deliver to Purchaser, at Purchaser's sole cost, a Commitment for Title Insurance from Meridian Title Corporation to insure in Purchaser or her assignee a marketable title in fee simple absolute to the Property, subject to the easements and restrictions of record, current zoning laws, the Lien and Restrictive Covenant Agreement ("LRCA") be executed and recorded at Closing, and real estate taxes on the Closing Date (the "Commitment"). If Purchaser has an objection to any item disclosed in such Commitment, she will notify Seller in writing within ten (10) days of receipt. Seller will use its best efforts to resolve any objection. If it cannot be resolved, or if the cost to resolve is, in Seller's opinion, excessive and not warranted in relation to the purchase price, Purchaser shall have the option of waiving the defect and closing the purchase, or terminating this Agreement without penalty.

13. **SPECIAL ASSESSMENTS.** Any special assessments applicable to the Property for municipal improvements previously made to benefit the Property shall be paid by Purchaser. Purchaser assumes and agrees to pay all special assessments for municipal improvements which are completed after the date of this Purchase Agreement.

14. **PURCHASER'S COMMITMENT TO COMPLY WITH NSP RESTRICTIONS.** Purchaser understands and affirms that Seller acquired and rehabilitated the Property pursuant to the Neighborhood Stabilization Program ("NSP") with an NSP Grant under the Housing and Economic Recovery Act of 2008 with funds from the United States Department of Housing and Urban Development ("HUD"), and pursuant to the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. §12701 *et seq.*, and regulations found at 24 CFR Part 92, and other rules, regulations, guidance and notices, and the NSP Program requires that certain restrictive covenants be placed on assisted property in the form of deed restrictions for the Affordability Period, which on this Property does not expire until June 30, 2029, and that Purchaser, from and

after the Closing of this purchase, shall be required to comply with the use restrictions set forth in that certain Lien and Restrictive Covenant Agreement For The Neighborhood Stabilization Program (Resale Restriction) which is attached hereto as **Exhibit B** (the "LRCA") until the expiration of the Affordability Period on June 30, 2029.

Purchaser further understands and agrees that the Seller's obligation to close is expressly contingent upon Purchaser executing and delivering the LRCA at closing in recordable form and the same will be placed of record in the Office of the Recorder of Elkhart County, Indiana.

**15. PURCHASER'S CONDITIONS TO CLOSING.**

(a) Purchaser's obligations under this Agreement are expressly conditioned upon the occurrence of the following events:

(1) The Title Company shall be ready, willing and able to issue the Title Policy in the form required as of the Closing Date.

(2) Seller shall be ready, willing and able to deliver to Purchaser on the Closing Date the fully executed Deed, as required hereunder.

(3) Purchaser shall have obtained the homeowners insurance commitment.

(4) Purchaser and/or the Title Company shall have received such other documents as, in the opinion of the title insurer, are necessary to complete the transactions contemplated by this Agreement, including without limitation a fully executed Indiana Disclosure of Sales form.

(b) In the event that satisfaction of any of the conditions described in this Paragraph shall not have timely occurred, Purchaser shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement. Except as otherwise herein specifically provided, upon termination of this Agreement by Purchaser pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

**16. SELLER'S CONDITIONS TO CLOSING.**

(a) Seller's obligations under this Agreement are expressly conditioned upon the occurrence of the following event:

(1) Purchaser shall have delivered to the Closing Agent all funds due hereunder on the Closing Date;

(2) Purchaser shall be in compliance with the pre-closing requirements in Paragraph 15.

(b) In the event that satisfaction of any of the conditions described in this paragraph shall not have timely occurred through no fault of Seller, Seller shall have the option to waive such condition and thereupon remain obligated to perform this Agreement; or terminate this Agreement without penalty. Except as otherwise herein specifically provided, upon termination of this Agreement by Seller pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

17. **SALES EXPENSES.** Seller and Purchaser agree that all sales expenses are to be paid in cash prior to or at the closing.

(a) Seller shall be responsible for and pay all costs for the following: (1) releasing existing liens and recording the releases; (2) Owner's Title Policy; (3) one-half (1/2) of any closing fee; (4) preparation of Deed and Vendor's Affidavit; and (5) other expenses stipulated to be paid by Seller under other provisions of this Agreement.

(b) Purchaser agrees to pay all other recording fees; one-half (1/2) of any closing fee; copies of documents pertaining to restrictions, easements, or conditions affecting the Property; and expenses stipulated to be paid by Purchaser under other provisions of this Agreement.

18. **DEFAULT.** If Purchaser breaches this Agreement and is in default, (a) Seller may seek specific performance or any other remedy provided by law or equity; or (b) Seller may treat this Agreement as being terminated. If Seller, through no fault of Seller, is unable to convey marketable title as required by this Agreement and the defect or defects are not waived by Purchaser, this Agreement will terminate without further liability of either party. If Seller refuses to perform as required, Purchaser may pursue all available legal and equitable remedies.

19. **ATTORNEY'S FEES.** Any signatory to this Agreement who is the prevailing party in any legal or equitable proceeding against any other signatory brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

20. **DUTIES OF PURCHASER AND SELLER AT CLOSING.**

(a) At the closing, or at such other times as specified herein, Seller shall deliver to Purchaser, at Seller's sole cost and expense, the following:

(1) A duly executed and acknowledged Limited Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Purchaser in writing and execute a Vendor's Affidavit;

(2) A "Marked Up" Commitment for a Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company dated as of the closing, insuring Purchaser's fee simple title to the Property to be good and indefeasible subject only to the standard printed exceptions contained in the usual form of the Title Policy;

(3) Execute all other necessary documents to close this transaction.

(b) At the closing, Purchaser shall perform the following:

(1) Pay the cash portion of the Purchase Price; and

(2) Execute all other necessary documents to close this transaction.

21. **CONDEMNATION.** If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Purchaser may, at its option, terminate this Agreement by written notice to Seller within ten (10) days after Purchaser is advised of the commencement of condemnation proceedings, or Purchaser shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall, at the Purchaser's election, become the property of Seller and reduce the purchase price by the same amount or shall become the property of Purchaser and the Purchase Price shall not be reduced.

22. **NSP PROGRAM REQUIREMENTS.** The Property was acquired under, and continues to be subject to, the NSP Program requirements established by HUD generally set forth in the *Master Agreement Between City and Community Development Corporations Who Acquire Neighborhood Stabilization Program Properties to Operate a Home Ownership Program*, which includes the execution and recording at time of resale to an income eligible buyer that certain *Grant of Lien and Restrictive Covenant Agreement*. Purchaser is an income eligible buyer and agrees that she will be bound to the terms of the Master Agreement during the remainder of the Affordability Period which expires on June 30, 2029, and the terms and restrictions of that Master Agreement and the Grant of Lien and Restrictive Covenant Agreement and the obligations thereunder shall survive closing.

23. MISCELLANEOUS.

(a) Any notice required or permitted to be delivered hereunder, shall be deemed received when personally delivered or sent by United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below the signature of such party hereto.

(b) During the term of this Agreement, Seller shall entertain no competing offers nor shall Seller negotiate with any third person or entity for the sale of this Property.

(c) Both Purchaser and Seller agree that there are no brokers involved in this Agreement.

(d) Purchaser reserves the right to assign her interest in this Agreement to persons or entities of her choice who are eligible purchasers under the NSP Guidelines without recourse to the Purchaser. In the event of such assignment, Purchaser shall have no personal liability to the Seller or to any third party on account of this Agreement. In the event of assignment, all Purchaser's rights under this Agreement will transfer to the Assignee.

(e) This Agreement shall be construed under and in accordance with the laws of the State of Indiana.

(f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

(g) In case of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(h) This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.

(i) Time is of the essence of this Agreement.

(j) Words of any gender used in this Agreement shall be held and constructed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

(k) All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.

(1) This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

PURCHASER

SELLER

City of Elkhart, Indiana  
Department of Redevelopment

By: Mary Gilbert  
Mary Gilbert

By: \_\_\_\_\_  
Sandra Schreiber, President  
Elkhart Redevelopment Commission

Purchaser's Address:

Seller's Address:

229 State Street  
Elkhart, Indiana 46516

201 S. Second Street  
Elkhart, IN 46516

Purchaser's SSN: 316 92 7269

EXHIBIT A

**Legal Description**

Real Estate in the City and County of Elkhart, State of Indiana, to-wit:

A part of Out Lot Number Forty-seven (47) as said Out Lot is designated on the recorded corporation plat of the town, now City of Elkhart, Indiana, more particularly described as follows: Commencing at the intersection of the East line of Section 5, Township 37 North, Range 5 East, and the South line of State Street; as said street is known and located in the City of Elkhart; thence South  $70^{\circ}23'$  West, along the South line of said State Street, 86.64 feet to the beginning point of this description; thence South  $19^{\circ}37'$  East at right angles to the South line of said State Street, 91.94 feet; thence South  $75^{\circ}26'$  West, 25.46 feet; thence South  $19^{\circ}37'$  East, 68 feet to the North right-of-way line of the Penn-Central Railroad Property, thence Westwardly along said North right-of-way line of said railroad, 37.82 feet to a point that is 45 feet East, measured at right angles of the West line of said Out Lot Number Forty-seven (47); thence North  $19^{\circ}37'$  West, parallel with and 45 feet East, measured as right angles, of the West line of said Out Lot, 154.17 feet to the South line of said State Street; thence along the South line of said State Street, 63 feet to the place of beginning.

Commonly known as 229 State Street, Elkhart, Indiana 46516.  
Tax ID No. 20-06-05-483-025.000-012

## EXHIBIT B

### LIEN AND RESTRICTIVE COVENANT AGREEMENT FOR THE NEIGHBORHOOD STABILIZATION PROGRAM [RESALE RESTRICTION]

This Grant of Lien and Restrictive Covenant Agreement (“**Agreement**”) is made by and between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission (“**City**”), which has provided the Neighborhood Stabilization Program (“**NSP Program**”) funding for the rehabilitation of the Real Estate at 229 State Street, in the City and County of Elkhart, State of Indiana, more particularly described on Exhibit A attached hereto and incorporated herein by reference (“**Real Estate**”), and the undersigned, Mary Gilbert (“**Owner**”), who is the owner of the Real Estate pursuant to a certain Purchase Agreement dated, October 14, 2025.

#### RECITALS

A. City applied for and received an NSP Program loan to be used for acquisition, construction, rehabilitation or other assistance for rental program residences to benefit individuals whose income is at or below One Hundred Twenty percent (120%) area median income based on family size (“**Beneficiaries**”) and applied a portion of those funds to the Real Estate.

B. City administered the NSP Program under the Housing and Economic Recovery Act of 2008 with funds from the United States Department of Housing and Urban Development (“**HUD**”) and pursuant to the Cranston-Gonzales National Affordable Housing Act, 42 U.S.C. § 12701 *et seq.*, regulations found at 24 CFR Part 92, and other rules, regulations, guidance and notices, relating to the NSP Program, as issued by HUD and/or City from time to time.

C. Owner is a beneficiary of the NSP Program funds from and/or through City for acquisition and construction and/or rehabilitation of the residence located on the Real Estate, which assistance is subject to the requirements of the NSP Program.

D. The NSP Program requires that certain use restrictions be imposed upon any real estate benefited by NSP funds awarded by City to ensure that the benefits of such funds remain with the intended Beneficiaries under the NSP Program.

E. Specifically, City and HUD require that restrictive covenants be placed on the assisted property in the form of a deed restriction and lien that remain in effect for the following periods as required by 24 CFR 92.254 (“**Affordability Period**”):

#### AGREEMENT

**NOW, THEREFORE**, City hereby imposes the following restrictive covenants upon the Real Estate, which shall apply from the Effective Date of this Agreement through and including June 30, 2029 (the applicable Affordability Period), and Owner agrees to the restrictive covenants as written, and hereby warrants, grants and conveys to City a lien upon the Real Estate for the applicable Affordability Period (the “**Lien**”). In consideration of these mutual undertakings and covenants, the parties further agree as follows:

1. The Real Estate shall (1) be owned by an individual or family whose income is at or below eighty percent (80%) of area median income for Elkhart County as provided by the U.S. Department of Housing and Urban Development for the year and (2) be occupied by that individual or family as its primary residence for the remainder of the Affordability Period (the "Affordability Requirements").

2. If the Owner no longer occupies the Real Estate as her primary residence, the Real Estate: (1) must be resold to another individual or family who meets the Affordability Requirements; and (2) must be resold at a price that does not exceed twenty-nine percent (29%) of that individual's or family's gross income applicable to the principal, interest, taxes and insurance for the Real Estate on a monthly basis ("Affordable Price"). The Owner must resell the Real Estate within six (6) months of the date she fails to occupy the Real Estate as her primary residence. The Owner is entitled to a fair return on the sale of the Real Estate, which would consist of the Owner's investment and any capital improvements made to the Real Estate. If such a transfer or conveyance of the Real Estate occurs, then the Real Estate must remain and continue to be subject to the terms and provisions of this Agreement and the transferee owner must agree to take the Real Estate subject to this Agreement.

3. Upon the occurrence of any of the following events within the applicable Affordability Period measured from the Effective Date of this Agreement, the property must be transferred or conveyed to a "low-income family," as defined within the NSP Program regulations, who will use the Real Estate as its principal residence. If such a transfer or conveyance of the Real Estate does occur, then the Real Estate must remain and continue to be subject to the terms and provisions of this Agreement and the transferee low-income family must agree to take the Real Estate subject to this Agreement for the remainder of the Affordability Period.

(a) Transfer or conveyance of the Real Estate, by deed, land contract, lease, or otherwise;

(b) The death of Owner, or the death of the last surviving owner, if there be more than one;

(c) The commencement of foreclosure proceedings by any mortgagee; or

(d) The residence not being used as the principal residence of the Owner.

4. The Lien may be released on the date the Real Estate is acquired by foreclosure in accordance with the laws of the State of Indiana, or an instrument in lieu of foreclosure.

5. If none of the events specified in subparagraphs (a), (b), (c), and (d) above have occurred within the applicable Affordability Period measured from the Effective Date of this Agreement, this Agreement shall terminate, and the Lien shall be released and discharged as of June 30, 2029, otherwise the Lien shall remain in full force and effect until so discharged.

6. Owner hereby states, that the financial assistance received through the NSP Program represents good and valuable consideration for this Agreement and the Lien and that the Real Estate is subject to the statutes, regulations, terms, conditions, and requirements of the NSP

program as administered by City.

7. Notwithstanding anything to the contrary in this Agreement, the City and the Owner agree that the Lien is subject and subordinate to any Senior Debt, as defined below, in priority as to the City's interest in the Real Estate; reflected in its proportionate share of the amount invested in the Real Estate. As used in this Agreement, "**Senior Debt**" means any indebtedness of Owner to any lender that provides financing to Owner exclusively for the purchase of the Real Estate. This Agreement will not be subordinate to any debt incurred by Owner in the form of a home equity loan or second mortgage on the Real Estate unless agreed upon by the City.

8. This Agreement shall be binding upon the Real Estate and shall constitute covenants running with the land. Owner agrees that any and all requirements of the laws of the State of Indiana which must be satisfied so that the provisions of this Agreement constitute valid and binding deed restrictions and covenants running with the Real Estate shall be satisfied in full. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

9. In the event there is a breach or violation of the restrictions and covenants set forth herein during the Affordability Period or the Owner is unable or unwilling to resell the Real Estate within six (6) months after it has vacated the Real Estate, City may bring an action at law or in equity in a court of competent jurisdiction to enforce the Lien and restrictions and covenants set forth herein against any or all of the following: the Owner or any subsequent owner in possession at the time of the breach or violation. In addition, City may recover reasonable attorney's fees and court costs incurred enforcing the Lien.

This Grant of Lien and Restrictive Covenant Agreement is effective as of this \_\_\_\_ day of \_\_\_\_\_, 2025 ("**Effective Date**").

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by duly authorized representatives, as of the Effective Date.

**CITY OF ELKHART,  
DEPARTMENT OF REDEVELOPMENT**

By: \_\_\_\_\_

Sandra Schreiber, President,  
Elkhart Redevelopment Commission

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ELKHART )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sandra Schreiber, known to me to be the President of the Elkhart Redevelopment Commission, who, for and on behalf of said Commission, being duly authorized so to do, acknowledged the execution of the foregoing instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

OWNER

Mary Gilbert  
Mary Gilbert

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ELKHART )

Before me, a Notary Public, in and for said County and State, personally appeared Mary Gilbert, who acknowledged her execution of the foregoing Grant of Lien and Restrictive Covenant Agreement as her voluntary act and deed and that the foregoing representations are true and correct.

WITNESS my hand and seal this 24 day of September, 2025.

Trina M Harris  
Notary Public



This instrument was prepared by the law firm of Warrick & Boyn, LLP, 861 Parkway Avenue, Elkhart, IN 46516 by Gary D. Boyn.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Gary D. Boyn.

Return Recorded Document To:

Gary D. Boyn  
Warrick & Boyn, LLP  
861 Parkway Avenue  
Elkhart, IN 46516

EXHIBIT A

**Legal Description of Property**

Real Estate in the City and County of Elkhart, State of Indiana, to-wit:

A part of Out Lot Number Forty-seven (47) as said Out Lot is designated on the recorded corporation plat of the town, now City of Elkhart, Indiana, more particularly described as follows: Commencing at the intersection of the East line of Section 5, Township 37 North, Range 5 East, and the South line of State Street; as said street is known and located in the City of Elkhart; thence South  $70^{\circ}23'$  West, along the South line of said State Street, 86.64 feet to the beginning point of this description; thence South  $19^{\circ}37'$  East at right angles to the South line of said State Street, 91.94 feet; thence South  $75^{\circ}26'$  West, 25.46 feet; thence South  $19^{\circ}37'$  East, 68 feet to the North right-of-way line of the Penn-Central Railroad Property, thence Westwardly along said North right-of-way line of said railroad, 37.82 feet to a point that is 45 feet East, measured at right angles of the West line of said Out Lot Number Forty-seven (47); thence North  $19^{\circ}37'$  West, parallel with and 45 feet East, measured as right angles, of the West line of said Out Lot, 154.17 feet to the South line of said State Street; thence along the South line of said State Street, 63 feet to the place of beginning.

Commonly known as 229 State Street, Elkhart, Indiana 46516.  
Tax ID No. 20-06-05-483-025.000-012

RESOLUTION NO. 25-R-\_\_\_\_\_

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,  
INDIANA, APPROVING ASBESTOS REMOVAL CONTRACT WITH SPECIALTY SYSTEMS

Whereas, the Commission owns the real estate at 138 W. Hively Avenue, Ste. 1, at the Woodland Crossing Shopping Center (the "Property"), plans to remodel the existing building, and requires asbestos abatement in the building prior to remodeling (the "Services"); and

Whereas, the Commission has received and reviewed proposals for the Services and staff recommends awarding the contract to Specialty Systems of South Bend, Inc. ("Specialty") to perform the Services at the not-to-exceed price of \$8,420.00; and

Whereas, the Commission finds that it is in the best interest of the City and its inhabitants to approve the Specialty contract and appropriate the funds to cover the cost of the Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the employment of Specialty to provide the Services at the Property at the not to exceed price of \$8,420.00.
2. The Commission appropriates the sum of \$8,420.00 from the Woodland Crossing Operating Fund to pay for the Services. Any funds remaining after completion of the work to be returned to the appropriate fund.
3. The Officers of the Commission are authorized and directed to perform all acts and enter into any Agreements they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 14th DAY OF OCTOBER 2025.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

By \_\_\_\_\_  
Sandra Schreiber, President

ATTEST:

By \_\_\_\_\_  
Dina Harris, Secretary

October 8, 2025

## Memorandum

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To:  
**Elkhart  
Redevelopment  
Commission**

Elkhart Redevelopment Commission:

From:  
**Mary K Kaczka  
Assist. Director  
Community  
Development  
x3131**

Three asbestos abatement contractors were solicited for proposals to remove asbestos at 138 W. Hively Suite 1 at Woodland Crossing. Asbestos was only found in flooring.

- Specialty Systems of South Bend, Inc.
- Protechs Inc.
- Environment Tech Consulting Corp LTD

Re:  
**Woodland Crossing  
Asbestos Abatement  
Proposal for 138 W.  
Hively, Suite 1**

We received proposals from Specialty Systems of South Bend, Inc. and Protechs Inc.

Specialty Systems was the low bid at \$ 8,240.00, we recommend awarding Specialty Systems the contract.

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**City of Elkhart**

Tel 574.294.5471 x1062

201 S. 2<sup>nd</sup> Street  
Elkhart, IN 46516

[elkhartindiana.org](http://elkhartindiana.org)  
[mary.kaczka@coei.org](mailto:mary.kaczka@coei.org)





## Specialty Systems of South Bend, Inc.

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October 6, 2025

City of Elkhart  
Community Development  
Assistant Director  
Attn: Ms. Mary Kaczka  
200 S Second St  
Elkhart, IN 46516

Re: Asbestos Abatement – Former Restaurant  
138 W Hively Ave, Suite 1  
Elkhart, IN 46517

Dear Ms. Kaczka:

Thank you for requesting a Specialty Systems of South Bend, Inc. quotation regarding the above-referenced project.

We propose to furnish all necessary supervision, labor, material, and equipment to complete the removal of asbestos containing flooring only in accordance with your email and site visit as enumerated below for the contract amount of: **Eight Thousand Four Hundred Twenty Dollars (\$8,420.00)**.

All work will be completed in accordance with all current Federal, State and Local EPA and OSHA rules and regulations governing asbestos.

The Owner will provide the following to SS-SB and its employees for the project:

- Electrical power
- Access to the work area
- Water

Specific items included in SS-SB scope of work:

- Removal of asbestos containing flooring from former restaurant (suite 1)
- Landfill fees
- OSHA required personal air monitoring

Specific items NOT included in SS-SB scope of work:

- **Independent third-party air monitoring (Not Required)**
- Replacement materials
- Moving of owner's furnishings
- Inaccessible areas of removal
- Any general, mechanical, or electrical work
- Any painting, priming, patching or repair work



## Specialty Systems of South Bend, Inc.

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City of Elkhart  
Community Development  
Assistant Director  
Attn: Ms. Mary Kaczka  
Page Two (2)

The owner will receive the following items:

- Air monitoring reports
- Disposal manifests
- Insurance certificates

Thank you for the opportunity of submitting this proposal. If there are any questions on the above items, please do not hesitate to contact me at our office at (574) 233-3993. Thank you.

Very Truly Yours,

*Chad Taylor*

Chad Taylor  
Project Manager  
Specialty Systems of South Bend, Inc.

CT/djv

This proposal is accepted as written:

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



## PROTECHS INC

---

2777 Sherman Blvd.  
Fort Wayne, IN. 46808  
Phone 800-471-3165  
Phone 260-471-3165  
Fax 260-471-3365  
www.protechsinc.com

Insured: City of Elkhart  
Property: 138 W Hively Ave., Suite 1  
Elkhart, IN 46517

Cellular: (219) 808-2700  
E-mail: Mary.Kaczka@coei.org

Estimator: Caleb Somerville  
Position: Project Manager  
Company: Protechs Inc.  
Business: 2777 Sherman Blvd  
Fort Wayne, IN 46808

Cellular: (260) 410-1196  
E-mail: csomerville@protechsinc.com

Contractor:  
Company: Protechs Inc.  
Business: 2777 Sherman Blvd.  
Fort Wayne, IN 46808

Business: (260) 471-3165

**Claim Number:**

**Policy Number:**

**Type of Loss: REMOVAL**

Date Contacted: 10/3/2025 8:53 AM

Date of Loss: 10/3/2025 8:53 AM

Date Inspected: 10/3/2025 8:53 AM

Date Received: 10/3/2025 8:53 AM

Date Entered: 10/7/2025 8:45 AM

Price List: INFW8X\_OCT25  
Restoration/Service/Remodel  
Estimate: 25-0510-SP\_CTY\_ELKRT

This estimate is for the removal of ACM positive flooring/ associated mastic discovered in building. Estimate to setup HEPA air scrubbers, remove all flooring, protect walls with plastic 4' up, and remove mastic using chemical methods.



**PROTECHS INC**

2777 Sherman Blvd.  
Fort Wayne, IN. 46808  
Phone 800-471-3165  
Phone 260-471-3165  
Fax 260-471-3365  
www.protechsinc.com

25-0510-SP\_CTY\_ELKRT

**12x12 Blue & white tile & masitc**

| DESCRIPTION   | QTY      |
|---|----------|
| 1. Protect - Cover with plastic                         | 96.00 SF |
| 2. Tear out asbestos vinyl floor covering (no haul off) | 30.00 SF |
| 3. Remove asbestos floor mastic (no haul off)           | 30.00 SF |

**12x12 Brown, tan, & white tile & mastic**

| DESCRIPTION   | QTY       |
|---|-----------|
| 4. Protect - Cover with plastic                         | 536.00 SF |
| 5. Tear out asbestos vinyl floor covering (no haul off) | 850.00 SF |
| 6. Remove asbestos floor mastic (no haul off)           | 850.00 SF |
| 7. Tear out non-salvageable tile floor & bag            | 500.00 SF |

**Carpet glue & mastic**

| DESCRIPTION                                   | QTY         |
|---|-------------|
| 8. Protect - Cover with plastic               | 744.00 SF   |
| 9. Remove asbestos floor mastic (no haul off) | 1,330.00 SF |

Grand Total

\$14,466.41

\_\_\_\_\_  
Caleb Somerville  
Project Manager

Rod Roberson  
Mayor

Michael Huber  
Director of Development Services



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

# Warrick & Boyn September 2025

## Invoice

# Total Current Work

# \$23,590.63



City of Elkhart

City of Elkhart

# Treasurers Report Summary

Date Range: 01/01/2025 - 08/31/2025

| Fund                             | Beginning<br>Cash Balance | Revenues            | Expenses            | Net Change<br>Assets | Net Change<br>Liabilities | Calculated<br>Ending Balance | Actual<br>Ending Balance | Calculated -<br>Actual Ending |
|----------------------------------|---------------------------|---------------------|---------------------|----------------------|---------------------------|------------------------------|--------------------------|-------------------------------|
| 2552 - REDEVELOPMENT             | 60,166.62                 | 4,671.49            | 2,092.08            | 0.00                 | 0.00                      | 62,746.03                    | 62,746.03                | 0.00                          |
| 4445 - TIF DOWNTOWN ALLOCATION   | 6,011,171.42              | 1,794,157.46        | 1,763,318.30        | 0.00                 | 4,595.00                  | 6,036,815.58                 | 6,036,815.58             | 0.00                          |
| 4446 - TIF ALLOCATION PIERRE MOR | 0.00                      | 101,060.32          | 101,060.32          | 0.00                 | 0.00                      | 0.00                         | 0.00                     | 0.00                          |
| 4447 - TIF SOUTHWEST ALLOCATION  | 0.00                      | 851,778.61          | 851,778.61          | 0.00                 | 0.00                      | 0.00                         | 0.00                     | 0.00                          |
| 4448 - TIF AEROPLEX ALLOCATION   | 2,533,485.49              | 326,662.30          | 8,196.91            | 0.00                 | 500.00                    | 2,851,450.88                 | 2,851,450.88             | 0.00                          |
| 4449 - TIF ALLOCATION STERLING E | 0.00                      | 239,693.02          | 239,693.02          | 0.00                 | 0.00                      | 0.00                         | 0.00                     | 0.00                          |
| 4450 - TIF ALLOCATION CASS ST AR | 14,568,408.12             | 2,433,012.96        | 2,723,843.87        | 0.00                 | 337,988.86                | 13,939,588.35                | 13,939,588.35            | 0.00                          |
| 4451 - TIF BAYER/TECH PARK ALLOC | 1,121,149.52              | 148,009.24          | 11,186.48           | 0.00                 | 700.00                    | 1,257,272.28                 | 1,257,272.28             | 0.00                          |
| 4452 - TIF ALLOCATION S MAIN GAT | 0.00                      | 144,202.24          | 144,202.24          | 0.00                 | 0.00                      | 0.00                         | 0.00                     | 0.00                          |
| 4453 - TIF CONSOLIDATED S ALLOCA | 5,115,209.67              | 1,366,987.64        | 743,180.30          | 0.00                 | 3,830.00                  | 5,735,187.01                 | 5,735,187.01             | 0.00                          |
| 4692 - TIF DOWNTOWN CAPITAL      | 68,478.32                 | 0.00                | 0.00                | 0.00                 | 0.00                      | 68,478.32                    | 68,478.32                | 0.00                          |
| <b>Report Total:</b>             | <b>29,478,069.16</b>      | <b>7,410,235.28</b> | <b>6,589,152.13</b> | <b>0.00</b>          | <b>347,613.86</b>         | <b>29,951,538.45</b>         | <b>29,951,538.45</b>     | <b>0.00</b>                   |