

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

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

Willie L. Brown  
Secretary  
Appointed by Mayor  
Jan. 1, 2024 to Dec. 31, 2027



City of Elkhart  
*Redevelopment Commission*

Dina Harris  
Vice President  
Appointed by Council  
Jan. 1, 2024 to Dec. 31, 2027

Cindy Ostrom  
Member  
Appointed by Council  
Feb. 1, 2026 to Dec. 31, 2027

Dorisanne Nielsen  
Non-Voting School  
Board Advisor  
Appointed by Mayor  
Jan. 1, 2024 to Dec. 31, 2027

**AGENDA FOR ELKHART REDEVELOPMENT COMMISSION MEETING  
MUNICIPAL BUILDING (2<sup>ND</sup> FLOOR), COUNCIL CHAMBERS  
TUESDAY, JULY 14, 2026 at 4:00 P.M.**

**THIS MEETING WILL BE HELD IN-PERSON & ELECTRONICALLY VIA TEAMS**

To join, go:

<https://teams.microsoft.com/meet/21426907176605?p=VphrlCxdIU0r4B7Pfk>

enter **214 269 071 766 05** as the event number  
and **qd3bE7Xn** as the event password.

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

- 1. Call to Order**
- 2. Approval of Minutes**
  - June 9, 2026, Regular Meeting Minutes
- 3. New Business**
  - a) Open Bids**
  - b) 1101 Beardsley Disposal of Contaminated Soil**
    - Approve the appropriation of \$1,000,000 from Downtown TIF to Downtown TIF Brownfield Services account line for disposal of contaminated soil from 1101 E. Beardsley.
  - c) 700 W Beardsley Remediation Management**
    - Approve \$28,500 from Technology Park TIF for remediation management services of 700 West Beardsley and adjacent public properties and approve Keramida contract.
  - d) Ancon Change Order 10 for Woodland Crossing**
    - Approve Ancon change order 10 for phase 1 renovation design build services at Woodland Crossing and appropriate \$28,390.97 from Consolidated TIF

**e) Elkhart Public Library and Elkhart Community Schools Access Agreement at Woodland Crossing**

- Grant Public Library and Elkhart Community Schools special event access to parking lot at Woodland Crossing.

**f) Woodland Crossing Utilities Budget Increase**

- Approve amendment to Woodland Crossing operations budget for calendar year 2026.

**g) CDBG Subrecipient Agreement with YWCA Amendment**

- Approve the YWCA subrecipient agreement amendment to extend the performance period end date from May 31, 2026 to June 30, 2026.

**4. Staff Updates**

**5. Other Business**

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

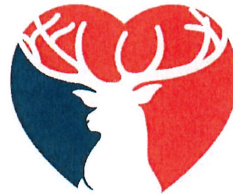
**9. Public Comment**

**10. Adjournment**

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REGULAR MEETING  
ELKHART REDEVELOPMENT COMMISSION  
LOCATION: CITY HALL, 2<sup>ND</sup>. FLOOR, COUNCIL CHAMBERS  
Tuesday, June 9, 2026  
4:00 p.m.

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PRESENT: Dina Harris, Sandi Schreiber, Willie Brown, Luke Lefever, Cindy Ostrom, Gary Boyn, Sherry Weber (Recording Secretary), Mike Huber, Adam Fann, Jacob Wolgamood, Mary Kaczka, Thalia Mora, Jamison Czarnecki, Maggie Marnocha, Greg Balsano (Baker Tilly)

PRESENT BY TEAMS: Chris Pottratz, Kara Kelly, and Ashley Spencer

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**Call to Order**

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

**AMMEND AGENDA**

Ms. Schreiber asked for a motion to amend the June 9, 2026, Regular Meeting Agenda. Moved by Ms. Harris. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

**APPROVAL OF MEETING MINUTES**

Ms. Schreiber asked for a motion to approve the May 12, 2026, Regular Meeting Minutes. Moved by Ms. Harris. Second 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. Baker Tilly Annual TIF Presentation

Mr. Greg Balsano from Baker Tilly presented the Annual TIF Report to the commission and answered questions.

C. 2027 Budget Year Determination for TIF Revenues

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to adopt the resolution presented which finds that all the potential captured assessment with respect to budget 2027 will be captured assessment is defined in 50A8110 finding that there is no excess assessed value to be allocated to other taxing units and that the notifications should be made to the auditor and all other taxing entities pursuant to the statute. Moved by Mr. Brown. Second by Ms. Harris. Voice vote, all in favor. Motion approved.

D. Baker Tilly Engagement Letter

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the employment of Baker Tilly to provide the services described in the agreement, approving the agreement as attached to the resolution and approving the fee arrangements specified in the agreement and authorizing execution of the resolution. Moved by Mr. Lefever. Second by Ms. Harris. Voice vote, all in favor. Motion approved.

E. Item Removed from Agenda

F. RFP for Courthouse Redevelopment

Mr. Mike Huber addressed the commission and answered questions. Ms. Schreiber asked for a motion declaring that the highest and best use for the real estate to be residential development, limited retail office uses and public parking, approving the offering sheet and the offering price set forth therein, authorizing the issuance of public notice designating a time and place for opening, considering any offers and development proposals submitted and authorizing the officers to take any action necessary to prepare and execute all documents. Moved by Ms. Harris. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

G. Labour Pump Allocation

Mr. Gary Boyn addressed the commission and answered questions. Ms. Schreiber asked for a motion to allocate the sum of \$50,000 from the Consolidated TIF (4453-5-000-4310400) to apply to the current existing expert witness fees and future ones as billed. Moved by Mr. Lefever. Second by Ms. Harris. Voice vote, all in favor. Motion approved.

H. 3500-3502 South Main Offering

Mr. Adam Fann addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve offering the parcels for sale to the public and determining the highest and best use is residential use, approving the offering sheet and the price designated for offering the property, approving publication of the notice of the offering and authorizing officers to take any and all action they deem necessary to carry out the resolution. Moved by Ms. Harris. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

I. RFP for Furnishing City Office at Woodland Crossing

Mr. Jacob Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the issuance of the RFP for furniture, fixtures and equipment for the City office space at Woodland Crossing with costs to be allocated from the 2026 Consolidated South TIF budget. Moved by Ms. Harris. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

J. Premium Concrete Change Order No. 1 for Services at Park 131

Mr. Jacob Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the change order issued by Premium Concrete Services which would increase the contract price for their work to \$256,677 and allocate the sum of \$6,827 from the Downtown Allocation Area Number 1 Special Fund account (4445-5-000-4430100). Moved by Ms. Harris. Second by Ms. Ostrom. Voice vote, all in favor. Motion approved.

K. Pedestrian and Lighting Improvements for East Windsor and Cassopolis

Mr. Jacob Wolgamood addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the form in terms of the request for bids which is attached to the resolution and the form of agreement which is attached and authorizing the issuance of those and causing notice to be published of the request for bids in the local newspaper which calls for opening and considering written proposals for the work on July 14<sup>th</sup>, 2026 and authorizing officers to execute and deliver all documents do all acts necessary to carry out the resolution. Moved by Ms. Harris. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

L. CDBG Ullery Park Enhancement Project

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to adopt the resolution presented approving the project and use of CDBG funds to help pay the cost of the improvements and allocating HUD Community Development Block Grant fund from Plan Year 2025, grant B25MC180015 in the amount of \$6,122 and Plan Year 2026, grant B26MC180015 in the amount of \$38,878, all of which will be assigned to the general account (2226-5-631-4314340) for public facilities and improvements and authorizing officers to do all acts necessary and appropriate to carry out the resolution. Moved by Mr. Harris. Second by Mr. Brown. Voice vote, all in favor. Motion approved.

M. Woodland Crossing Budget Adjustment

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to allocate the sum of \$36,654.32 from account 2560-5-000-4310400 to pay the broker's commission to Marketplace Realty, Inc. and authorize officers to do all acts necessary in furtherance of the resolution. Moved by Ms. Harris. Second by Mr. Lefever. Voice vote, all in favor. Motion approved.

N. Woodland Crossing Food Truck Event Agreement

Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve the request for access to the Woodland Crossing Shopping Center parking area as designated in the agreement, approving the form of agreement, authorizing its

execution and authorizing officers to do all acts they deem necessary and appropriate to carry out the terms of the resolution. Moved by Ms. Ostrom. Second by Mr. Lefever. Voice vote, all in favor. Motion approved.

- O. 1639 Huron St. Subordination Agreement with Union Home Mortgage Corporation  
Ms. Mary Kaczka addressed the commission and answered questions. Ms. Schreiber asked for a motion to approve subordinating the outstanding obligation owed for the CDBG loan to the Union Home Mortgage new refinancing on the property at 1639 Huron Street. Moved by Ms. Harris. Second by Mr. Brown. Voice vote, four in favor, Mr. Lefever abstained. Motion approved.

#### STAFF UPDATES

Mr. Adam Fann addressed the commission with updates on projects around the city

- **1101 Beardsley** – EPA is roughly 50% done with their work and we did release bids last month for the work we will then pick after the EPA leaves. Those bids came back at \$1.5 million, which was below the cost of what we thought it was going to be. South Main will be shut down from the railroad crossing to Prairie Street.
- **South Main Construction** – Pre-construction meeting last week and they plan on starting the week after the Fourth of July. They do have a completion timeline for December of this year.
- **Park 131** – Should see concrete poured for that park project starting next week so the site will be usable for Jazz Festival.
- **Woodland Crossing** – RFP for furniture is underway and we are doing a walk-through next week to start creating a punch list of items in our space and should be wrapping up fairly quickly.

#### OTHER BUSINESS

Ms. Schreiber asked for a motion to approve the Warrick and Boyn invoice for the sum of \$16,631.10. Moved by Mr. Lefever. Second by Ms. Harris. 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. Second by Mr. Brown. Voice vote, all in favor. Motion approved. The meeting adjourned at 5:02 p.m.

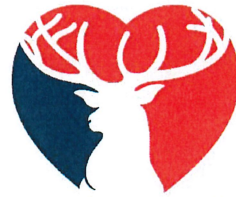
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## Elkhart Redevelopment Commission Pre-Agenda Meeting Summary For June 5, 2026

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**PRESENT:** Dina Harris, Willie Brown, Cindy Ostrom, Gary Boyn, Mike Huber, Sherry Weber, Adam Fann, Jacob Wolgamood, Mary Kaczka, Drew Wynes and Thalia Mora

**PRESENT BY WEBEX:** Chris Pottratz

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The Commission reviewed each agenda item, staff explained the status of each matter to date and the need for and purpose of the proposed resolution to be acted upon at the upcoming Elkhart Redevelopment Commission meeting on June 9, 2026.

RESOLUTION NO. 26-R-\_\_\_\_\_

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA,  
APPROPRIATING FUNDS FOR DISPOSAL OF CONTAMINATED SOIL FROM 1101 E. BEARDSLEY

Whereas, The Commission owns the property at 1101 East Beardsley Street and is involved in the study and clean-up of contamination on the site (the “Services”); and

Whereas, the Commission has received a request from the Elkhart County Landfill that it cover the cost of disposal of the contaminated soil removed from that site and trucked to the Landfill for proper disposal; and

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

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the payment to the Elkhart County Landfill of the costs incurred in disposing of the contaminated soils removed from the 1101 E. Beardsley site.
2. The Commission appropriates the sum of One Million Dollars (\$1,000,000) from the Downtown Allocation Area No. 1 Special Fund for deposit into the Downtown Allocation Area No. 1 Brownfield Services Account No. 4445-5-000-4390121, to cover the disposal costs.
3. The Officers of the Commission are authorized to execute the Contract and do all acts which they deem necessary and desirable in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 14<sup>TH</sup> DAY OF JULY 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

By \_\_\_\_\_  
Willie L. Brown, Secretary

# Memo

To: Redevelopment Commission Member  
From: Adam Fann  
Date: 6/8/26  
Re: 1101 Beardsley Remediation Tipping Fee's

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As part of the remediation at 1101 Beardsley the Elkhart County Landfill has requested the Commission cover the costs of disposing of the impacted soils that will be trucked to their facility. Staff is requesting the Commission **appropriate** \$1,000,000 from the Downtown TIF to cover these costs. The funds will be deposited into the DT TIF Brownfield Services line (4445-5-000-4390121).

RESOLUTION NO. 26-R-\_\_\_\_\_

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART,  
INDIANA, APPROVING FUNDING FOR REMEDIATION MANAGEMENT SERVICES  
OF 700 WEST BEARDSLEY AND ADJACENT PUBLIC PROPERTIES AND APPROVING  
KERAMIDA CONTRACT

WHEREAS, the Commission has acquired the real estate at 700 W. Beardsley (the “Property”), which has environmental contamination and is working with the Indiana Department of Environmental Management (“IDEM”) to coordinate the environmental review and clean-up required for the Property and adjacent properties in the Technology Park Allocation Area; and

WHEREAS, staff has requested the Commission employ Keramida Inc. to assist with project management and remediation oversight including the evaluation and recommendation of remedial action objectives and strategies, development of bid documents and management of the bid process, and preparation of a construction plan for stormwater pollution prevention (the “Services”), all as more fully set forth in the attached Proposal for Technical Assistance (the “Proposal”); and

WHEREAS, the Commission has reviewed the attached Proposal and finds the terms acceptable and desires to provide TIF funding to pay for the Services; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the Proposal be approved and the funds allocated.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Proposal and allocates the sum of \$28,500.00 from the Technology Park Economic Development Area Allocation Area Professional Services Account No. 4451-5-000-4310400 to be applied to payment of the costs of the Services.
2. The Commission approves employment of Keramida Inc. to perform the Services outlined in the attached Proposal.
3. The Commission delegates the supervisory duties on the work to be performed to the staff, and requests periodic updates of the work performed.
4. The Officers of the Commission are authorized to execute and deliver such Agreements and perform all duties, activities, and acts in furtherance of this Resolution as they deem necessary and appropriate.

ADOPTED BY UNANIMOUS VOTE THIS 14th DAY OF JULY 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

By \_\_\_\_\_  
Willie L. Brown, Secretary

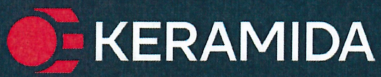
# Memo

To: Redevelopment Commission Member  
From: Adam Fann  
Date: 7/7/26  
Re: 700 W Beardsley Remediation Management

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Staff has been working with IDEM and Indiana Brownfields on the remediation of 700 W Beardsley for some time now and has asked Keramida Inc. to provide a proposal for remediation management services to help staff with technical and bidding assistance.

Staff is requesting the Commission approve the attached proposal from Keramida Inc. and **allocate** \$28,500 from the Technology Park TIF Professional Services account (4451-5-000-4310400) for remediation management at 700 W Beardsley.



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July 7, 2026

# PROPOSAL

## Proposal for Technical Assistance

Former Walter Piano Site

700 West Beardsley Avenue, Elkhart, IN

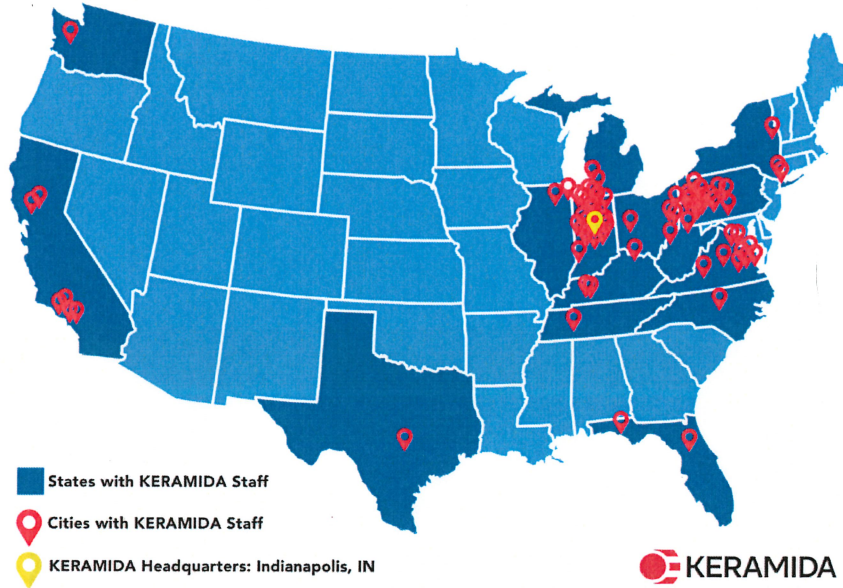
Proposal No. P33265

**PREPARED FOR:**  
Mr. Adam Fann  
Assistant Director of Redevelopment  
City of Elkhart, Department of Redevelopment  
229 S. Second St.  
Elkhart, IN 46516  
[Adam.Fann@coei.org](mailto:Adam.Fann@coei.org)



## Our Presence:

- California
- Florida
- Illinois
- Indiana
- Kentucky
- Michigan
- NYC
- North Carolina
- Ohio
- Pennsylvania
- Tennessee
- Texas
- Virginia
- Washington
- Washington DC
- West Virginia



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giants.**

### Clients include:

- Major U.S. Stock Market Index
- World's Largest Oil Company
- Top U.S. Power Companies
- Leading U.S. Steel Producers
- Global Automakers

## Our Project Footprint:

### North America

- Canada
- Mexico
- USA

### South America

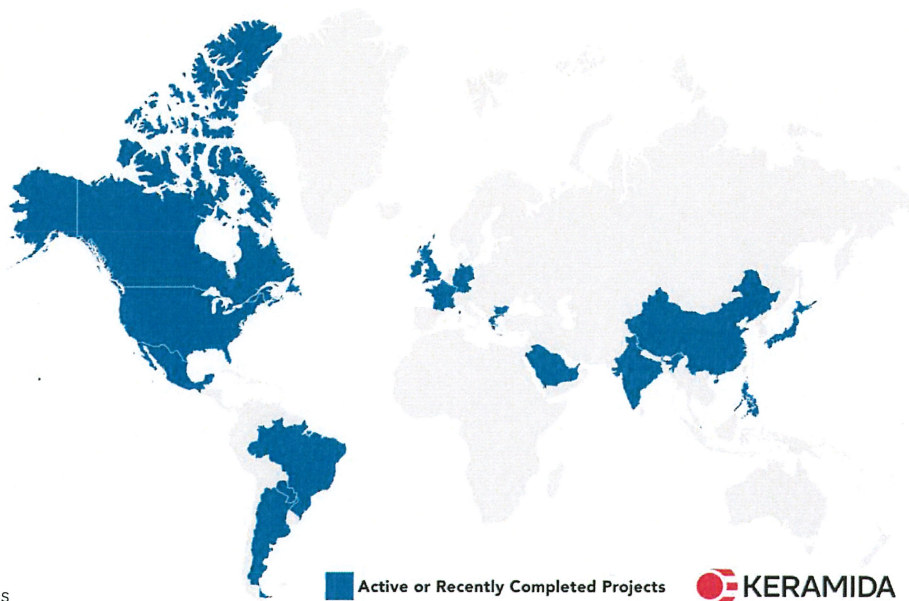
- Argentina
- Brazil
- Paraguay

### Europe

- Bulgaria
- France
- Germany
- Greece
- Ireland
- UK

### Asia

- China
- India
- Philippines
- Saudi Arabia
- Singapore
- United Arab Emirates



July 7, 2026

Mr. Adam Fann  
Assistant Director of Redevelopment  
City of Elkhart, Department of Redevelopment  
229 S. Second St.  
Elkhart, IN 46516  
[Adam.Fann@coei.org](mailto:Adam.Fann@coei.org)

RE: Proposal for Technical Assistance  
Former Walter Piano Site  
700 West Beardsley Avenue, Elkhart, IN  
KERAMIDA Proposal No. P33265

Dear Mr. Fann:

KERAMIDA Inc. (KERAMIDA) is pleased to submit this proposal to the City of Elkhart, Department of Redevelopment (City), to provide technical assistance for the implementation of remedial services at the former Water Piano site located at 700 West Beardsley Avenue, Elkhart, Indiana (Site). The proposal is based on documents provided via a SharePoint link on June 9, 2026, a follow-up telephone call on June 25, 2026, and the work required for the bid documents related to the excavation and disposal of contaminated soil.

## SCOPE OF WORK

KERAMIDA proposes the following tasks to complete the scope of work.

### **Task 1 - Technical Evaluation of Selected Remedial Strategy**

KERAMIDA will review available Site investigations and reports regarding the Site. KERAMIDA will evaluate and compare remedial alternatives for the Site and provide a documented technical basis for selecting a recommended remedial strategy. The evaluation will assess the remedial approaches against Site conditions, remedial action objectives (RAOs), applicable regulatory requirements, implementability, cost, and remedial timeframe. KERAMIDA will compile and review available site documentation. Based on this evaluation, KERAMIDA will identify a recommended remedial strategy with supporting technical and cost rationale. The proposed scope consists of an evaluation of the City-provided information and alternatives based on existing data. No field investigation, sampling, or groundwater modeling is included. The proposed remedial strategy will be provided to the City for review prior to finalization.

### **Task 2 - Preparation of Bid Documents**

KERAMIDA will develop bid documents based on the selected remedial strategy. The bid documents will be prepared using a City of Elkhart-approved format. The bid documents will generally include:

- Site Description and Background
- Instructions to Bidders
- Scope of Work/Project Activities
- Project Itemized Bid Form

The draft documents will be provided to the City for review prior to finalization. City comments will be incorporated into the final bid.

**Task 3 - Stormwater Pollution Prevention Plan**

Construction activities disturbing one or more acres of land, or disturbing less than one acre, require coverage under the Indiana Department of Environmental Management (IDEM) Construction Stormwater General Permit (CSGP), issued pursuant to 327 IAC 15 and the federal Clean Water Act NPDES program. The CSGP replaced the former Rule 5 (327 IAC 15-5) program effective December 18, 2021. Coverage requires the development of a Construction Plan incorporating a Stormwater Pollution Prevention Plan (SWPPP).

KERAMIDA will prepare a Construction Plan/SWPPP meeting the content requirements of the CSGP, including:

- Project narrative, vicinity mapping, receiving water identification, and soils information;
- Existing and proposed site condition mapping, including drainage areas, discharge locations, and disturbed area quantification;
- Stormwater pollution prevention measures for the construction phase, including erosion and sediment control practice selection, sizing, location, sequencing, and installation/maintenance specifications, with supporting detail drawings;
- Material handling, spill prevention, and construction waste management provisions;
- Post-construction stormwater quality measures and associated operation and maintenance requirements, as required by the CSGP and any applicable MS4 ordinance;
- Self-monitoring, inspection, and recordkeeping program requirements for the construction period.

The Construction Plan will be prepared by a qualified professional consistent with CSGP and plan review authority requirements. KERAMIDA will submit the Construction Plan to the applicable plan review authority for review, respond to one round of review comments, and revise the plan as necessary to obtain plan verification. Responses to additional review cycles, if required, will be addressed on a time-and-materials basis. Upon plan verification, KERAMIDA will prepare and submit the Notice of Intent (NOI) to IDEM on behalf of the City, including the required public notice, and will confirm that effective permit coverage is in place prior to the commencement of land-disturbing activity. KERAMIDA will pay the applicable IDEM permit fee and for executing the NOI.

**Task 4 - Bid Process Management**

KERAMIDA will manage the formal bidding process, which will include:

- Bid Advertisement / Solicitation through Elkhart-approved channels
- Coordinate and attend a mandatory on-Site pre-bid conference
- Prepare formal responses to written questions and issue an Addendum
- Review all proposals and submit our recommendations to the City

**Task 5 - Project Management and Remediation Oversight**

KERAMIDA will provide project management and technical support during excavation and disposal activities. These activities will include:

- Client, Contractor, and IFA communications
- Attend bi-weekly project meetings
- Provide field checks one day per week

**COST ESTIMATE**

The estimated cost to complete the scope of work detailed in this proposal is summarized in Table 1. Costs will be invoiced on a time-and-materials basis and are based on normal and foreseeable conditions. All work will be completed in accordance with the prices presented in Table 1 and in accordance with the Terms and Conditions outlined in the Standard Form of Agreement for Professional Services (Agreement) between KERAMIDA and the City.

**TABLE 1**

Task/Item	Cost Estimate
<b>Task 1 - Technical Evaluation of Selected Remedial Strategy</b>	\$5,000.00
<b>Task 2 - Preparation of Bid Documents</b>	\$9,500.00
<b>Task 3 - Stormwater Pollution Prevention Plan</b>	\$8,000.00
<b>Task 4 - Bid Process Management</b>	\$6,000.00
<b>Task 5 - Project Management and Remediation Oversight</b>	Not Included*
<b>Total:</b>	<b>\$28,500.00</b>

\*Not included. The cost for Task 5 will be included in a change order once the project duration is known.

### ASSUMPTIONS

The following assumptions were made in preparing the cost estimates for the scope of work:

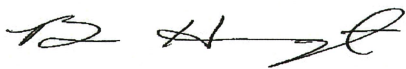
- Work can be completed during the normal business week, Monday through Friday, and normal business hours, 8 am to 5 pm.
- The City will coordinate access to the Site.
- Costs associated with Task 5 will be included in a separate change order once the project duration is known.
- Out-of-scope work completed by KERAMIDA will be charged on a time-and-materials basis.

### STAFFING & SCHEDULE

Project efforts will be managed and completed by Sara Guss, Senior Engineer, with assistance from Steve Cobb, Vice President. Work can be initiated with written authorization or a PO number. KERAMIDA estimates the work related to Tasks 1-3 will take approximately 8-10 weeks to complete. Task 4 is expected to take approximately 3 weeks.

KERAMIDA appreciates the opportunity and is looking forward to working with the City of Elkhart on this project. We are prepared to begin work on this project upon written authorization to proceed. Should you have any questions regarding this proposal, please contact us at 317-685-6600.

Sincerely,  
KERAMIDA Inc.



Brian Harrington  
Senior Vice President, Land Services

## PROPOSAL ACCEPTANCE SHEET

**Description of Services:** Technical Assistance Former Walter Piano Site

**Proposal No: and Date:** Proposal No. P33265 July 7, 2026

**FOR APPROVAL AND PAYMENT OF CHARGES:** If approval and payment are not handled by the same individual, please indicate the appropriate name(s).

**Charge Invoice to the Account of:**

**Firm/Company:** City of Elkhart

**Attention:** Mr. Adam Fann  
Assistant Director of Redevelopment  
City of Elkhart, Department of Redevelopment  
229 S. Second St.  
Elkhart, IN 46516

**Email:** [Adam.Fann@coei.org](mailto:Adam.Fann@coei.org)

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### Payment Terms:

**Project Cost & Invoicing:** As outlined in proposal.

**Retainer Fees:** A retainer in the amount of \$0.00 is to be paid to KERAMIDA prior to the commencement of the work.

**Project Acceptance:** Terms and Conditions in accordance with the Standard Form of Agreement for Professional Services (Agreement) between KERAMIDA and the City.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2026

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Printed or typed name of authorized representative and title

---

Signature of authorized representative



**KERAMIDA Inc.** | (317) 685-6600 | (800) 508-8035  
401 North College Avenue, Indianapolis, Indiana 46202  
[info@keramida.com](mailto:info@keramida.com) | [www.keramida.com](http://www.keramida.com)



RESOLUTION NO. 26-R-\_\_\_\_\_

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE CITY OF ELKHART, INDIANA, APPROVING CHANGE ORDER NO. 10 FOR ANCON CONSTRUCTION CONTRACT FOR PHASE 1 RENOVATION DESIGN-BUILD SERVICES AT WOODLAND CROSSING SHOPPING CENTER

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

Whereas, the Commission has received and reviewed Change Order 10 to provide space for custodial services and storage, and improves access to the mechanical room, all as more fully described in the attached Memo (the "Change Order"), and result in a net increase of \$28,390.97 in the contract price; and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the Change Order be approved and the Ancon contract be amended to increase the total contract price by an additional \$28,390.97 and the funds allocated to pay the cost of the Services.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission approves the Change Orders and the increase of the Ancon Contract Price to \$4,284,252.08.
2. The Commission allocates the sum of \$28,390.97 from the Consolidated South Elkhart Economic Development/Redevelopment Area Allocation Area Special Fund, Account No. 4453-5-000-4310400, to cover the cost of the additional services. All unused funds to be returned to the appropriate account.
3. The Officers of the Commission are authorized and directed to execute and deliver the Change Order and do all other acts as they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE THIS 14th DAY OF JULY 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

By \_\_\_\_\_  
Willie L. Brown , Secretary

# Memo

To: Redevelopment Commission Members

From: Jacob Wolgamood

Date: 6/18/26

Re: Woodland Crossing, Change Order #10

---

Ancon Construction has provided a change order for the Woodland Crossing Project. This change order addresses the lack of a utility room. The additive change order amount is \$28,390.97.

During the conversion of the former Big Lots space into smaller tenant spaces it was discovered the architectural design did not account for custodial services, storage, and other amenities required for the shared tenant spaces. Staff worked with Ancon Construction's design team to come up with cost effective solutions to address this oversight. The proposed change order solves the problem and also improves access to the mechanical room from the interior of the building.

We are requesting the Redevelopment Commission approve Ancon Construction Change Order #10 for the amount of \$28,390.97. Funding to be allocated from the 2026 Consolidated TIF budget.



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

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

## PROPOSED CHANGE ORDER #10

265011 - Woodland Crossing

Addition of utility room

June 05, 2026

### INCLUSIONS

Demo concrete trench, dowel in rebar and replace.

6" 20g metal stud framing (12' to deck).

Insulation in wall cavities to deck.

Hang, fire tape, and finish drywall to deck.

Prime on "daycare" side of wall; prime and (2) coats of finish paint on utility room side.

Acoustical ceiling tile and grid to match existing in hallway and space.

Vinyl cove base to concrete floor. Transition strip at hallway.

(2) Hollow metal doors with hollow metal knockdown frames. Doors to be 1 hour fire rated.

Add mop sink, 20 gallon water heater with electrical connection, water/sewer connection to new space.

Add fire suppression drops into drop ceiling.

Add (1) GFI 120v 20A recept and (1) 4' LED strip light.

### EXCLUSIONS

N/A

### PRICE

The changes described above will result in a contract pricing

**ADD**

of

**\$28,390.97**

### SCHEDULE

The changes described above will result in a project schedule

**EXTENSION**

of

**10 working days**

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

RESOLUTION NO. 26-R-\_\_\_\_\_

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, GRANTING SPECIAL EVENT ACCESS TO  
PARKING LOT AT WOODLAND CROSSING SHOPPING CENTER

WHEREAS, The Commission has received requests from the Elkhart Public Library and Elkhart Community Schools for right of access over and upon the parking lot at Woodland Crossing Shopping Center for events on August 29 and September 10, 2026 respectively, as more fully described in the proposed Access Agreements; and

WHEREAS, the Commission has reviewed the attached Access Agreements (the "Agreements"), finds them to be in proper form, and desires to authorize their execution and delivery.

NOW THEREFORE, BE IT RESOLVED:

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

ADOPTED BY MAJORITY VOTE AT A MEETING OF THE COMMISSION THIS 14<sup>TH</sup>  
DAY OF JULY 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

By \_\_\_\_\_  
Willie L. Brown, Secretary

**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

DATE: July 14, 2026

TO: Elkhart Redevelopment Commission

FROM: Mike Huber, Development Services

RE: Woodland Crossing Access Agreement for Elkhart Public Library event

**Background**

On May 19, 2026, Vibra Music and Culture Festival's event permit was approved by the Board of Public Works. The event will be hosted by the Elkhart Public Library (EPL) and will take place from 2:00pm to 10:00pm on Saturday, August 29. There will be live music, a small car show, food trucks, and additional festive activities, primarily taking place on the northwest side of Woodland Crossing.

The next step in the process is approving an Access Agreement prepared by Warrick and Boyn and signed by EPL.

**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

DATE: July 14, 2026

TO: Elkhart Redevelopment Commission

FROM: Mike Huber, Development Services

RE: Woodland Crossing Access Agreement for Elkhart Public Library event

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The next step in the process is approving an Access Agreement prepared by Warrick and Boyn and signed by EPL.

## **ACCESS AGREEMENT**

(Woodland Crossing events)

This Agreement is made between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, ("City") and Elkhart Public Library effective as of July 14, 2026

Whereas, Elkhart Public Library will be hosting an event at Woodland Crossing Mall, primarily taking place on parcels 20-06-17-276-017.000-012 and 20-06-17-276-018.000-012.

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

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

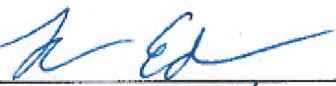
1. The City grants Elkhart Public Library the right to access the Property to perform its services from August 29, 2026, all at Elkhart Public Library sole cost and expense.
2. Elkhart Public Library and its agents will not cause any permanent damage to the Property nor leave materials or debris on the Property during its period of access.
3. Prior to entry, Elkhart Public Library will photograph the Property and, at the time it vacates the property, restore it to the same condition it was in on August 29, 2026.
4. Elkhart Public Library will provide City proof of its public liability and property damage insurance coverage, both in amounts deemed adequate by City to cover any risks to persons and property associated with access and temporary use of the Property. Elkhart Public Library shall name City as an additional insured on all such insurance policies. The amounts detailed in the Certificate of Liability Insurance included in the Board of Public Works' event permit process are sufficient. Elkhart Public Library agrees to indemnify, defend and hold City harmless from any and all claims of injury to persons or property arising from Elkhart Public Library access and temporary use of the Property.
5. Elkhart Public Library will abide by all applicable laws and regulations affecting its use and occupancy of the Property, and will maintain the Property in a clean and sightly condition during its access period, which includes debris and trash removal.
6. This Agreement shall be construed in accordance with the laws of the State of Indiana, and may only be amended in a writing signed by both parties.

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

City of Elkhart, Indiana,  
Dept. of Redevelopment

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

Elkhart Public Library

By:   
\_\_\_\_\_  
Kristen Edson, Executive Director  
Print name and title

**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

DATE: July 14, 2026

TO: Elkhart Redevelopment Commission

FROM: Mike Huber, Development Services

RE: Woodland Crossing Access Agreement for Elkhart Community School event

### **Background**

On June 16, 2026, the Full Service Community School Resource Fair's event permit approved by the Board of Public Works. The event will be hosted by Elkhart Community Schools (ECS) and will take place from 4:00 to 6:00 on Thursday, September 10. Numerous vendors will showcase the wide array of resources and services available in Elkhart. There will also be food trucks and family activities, primarily taking place on the northwest side of Woodland Crossing.

The next step in the process is approving an Access Agreement prepared by Warrick and Boyn and signed by ECS.

**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

DATE: July 14, 2026

TO: Elkhart Redevelopment Commission

FROM: Mike Huber, Development Services

RE: Woodland Crossing Access Agreement for Elkhart Community School event

### **Background**

On June 16, 2026, the Full Service Community School Resource Fair's event permit approved by the Board of Public Works. The event will be hosted by Elkhart Community Schools (ECS) and will take place from 4:00 to 6:00 on Thursday, September 10. Numerous vendors will showcase the wide array of resources and services available in Elkhart. There will also be food trucks and family activities, primarily taking place on the northwest side of Woodland Crossing.

The next step in the process is approving an Access Agreement prepared by Warrick and Boyn and signed by ECS.

## ACCESS AGREEMENT

(Woodland Crossing events)

This Agreement is made between the City of Elkhart, Indiana, Department of Redevelopment, acting by and through its Redevelopment Commission, ("City") and Elkhart Community Schools effective as of July 14, 2026.

Whereas, Elkhart Community Schools will be hosting an event at Woodland Crossing Mall, primarily taking place on parcels 20-06-17-276-017.000-012 and 20-06-17-276-018.000-012.

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

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


1. The City grants Elkhart Community Schools the right to access the Property to perform its services from September 10 at Elkhart Community Schools sole cost and expense.
2. Elkhart Community Schools and its agents will not cause any permanent damage to the Property nor leave materials or debris on the Property during its period of access.
3. Prior to entry, Elkhart Community Schools will photograph the Property and, at the time it vacates the property, restore it to the same condition it was in on September 10.
4. Elkhart Community Schools will provide City proof of its public liability and property damage insurance coverage, both in amounts deemed adequate by City to cover any risks to persons and property associated with access and temporary use of the Property. Elkhart Community Schools shall name City as an additional insured on all such insurance policies. Elkhart Community Schools agrees to indemnify, defend and hold City harmless from any and all claims of injury to persons or property arising from Elkhart Community Schools access and temporary use of the Property.
5. Elkhart Community Schools will abide by all applicable laws and regulations affecting its use and occupancy of the Property, and will maintain the Property in a clean and sightly condition during its access period, which includes debris and trash removal.
6. This Agreement shall be construed in accordance with the laws of the State of Indiana, and may only be amended in a writing signed by both parties.

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

City of Elkhart, Indiana,  
Dept. of Redevelopment

Elkhart Community Schools

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

By:   
REGINA JOHNSON; FSES Project Director  
Print name and title

RESOLUTION NO. 26-R-\_\_\_\_\_

RESOLUTION OF THE REDEVELOPMENT COMMISSION OF THE  
CITY OF ELKHART, INDIANA, APPROVING AMENDMENT TO WOODLAND  
CROSSING OPERATIONS BUDGET FOR CALENDAR YEAR 2026

Whereas, the Woodland Crossing Operations Budget for calendar year 2026 needs amended to increase the Electricity, Natural Gas, and Water and Sewer lines to cover the projected costs for the remainder of the year, all as more fully set forth on the attached Appropriation & Transfer Request form (the “ Amendment”); and

Whereas, the Commission believes it is in the best interest of the City and its inhabitants that the Amendment to the 2026 Operations Budget and an additional appropriation of \$43,211.11 be approved.

NOW THEREFORE, BE IT RESOLVED:

1. The Commission hereby approves the Amendment.
2. The Commission requests the Controller increase the Incode budget for the Woodland Crossing Electricity general ledger 2560- 5-000-4350100 by \$24,345.02, the Natural Gas budget general ledger 2560-5-000-4350200 by \$14,674.42, and the Water and Sewer budget general ledger 2560-5-000-4350400 by \$4,211.67.
3. The Commission approves the appropriation of \$43,211.11 from the Woodland Crossing Shopping Center Rent Revenues to cover the additional budget costs.
4. The Officers and staff of the Commission are authorized to do all acts which they deem necessary and appropriate in furtherance of this Resolution.

ADOPTED BY MAJORITY VOTE AT ITS PUBLIC MEETING THIS 14<sup>TH</sup> DAY OF JULY 2026.

CITY OF ELKHART, REDEVELOPMENT  
COMMISSION

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

ATTEST:

By \_\_\_\_\_  
Willie L. Brown, Secretary

July 7, 2026

# Memorandum

**To:**  
Elkhart Redevelopment  
Commission

The budget general ledger accounts for electricity, natural gas, water and sewer at

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

Woodland Crossing Shopping Center need to be increased as follows:

2560-5-000-4350100 Electricity Increase \$ 24,345.02

2560-5-000-4350200 Natural Gas Increase \$ 14,764.42

**Re:**  
Woodland Crossing  
Utilities Budget Increase

2560-5-000-4350400 Water and Sewer Increase \$ 4,211.67

About 51.82% of the electricity cost is for common area maintenance.

About 28.81% of the water and sewer cost is for common area maintenance.

Funds will be appropriated from Woodland Crossing Rent Revenue.

**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)



# MEMO



**TO:** Redevelopment Commission  
**FROM:** Dana Donald  
**DATE:** July 14, 2026  
**SUBJECT:** Community Development Block Grant (CDBG) Subrecipient-  
YWCA to Amend Subrecipient Agreement

The YWCA, a current Community Development Block Grant (CDBG) subrecipient, received a \$20,000 award in October 2025 to support the operations of the domestic violence shelter located in Elkhart.

The YWCA operates on a reimbursement basis, submitting claims with supporting documentation after paying invoices. Due to the grant's closing timeline and delays in receiving bank statements and canceled checks, the organization lacks the complete documentation required for its May 2026 reimbursement request .

Consequently, the YWCA is requesting a one-month extension of its subrecipient agreement. Extending the performance period end date from May 31, 2026, to June 30, 2026, will provide the necessary time to collect all pertinent records and process the May 2026 claim.

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





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

Between

City of Elkhart Community Development  
Elkhart, Indiana  
**and**  
*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	1042
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 July 14, 2026 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**

<b>Staff Member</b>	<b>Responsibilities</b>
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. Subrecipient will have until June 30, 2026 to gather supporting documents to process May 2026 claim. The Program Year 25 Annual Report was submitted on time.

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.

## **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 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 appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 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 **JULY 14, 2026**

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

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

**Rod Roberson**  
*Mayor*

**Michael Huber**  
*Director of Development Services*



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

# Warrick & Boyn

## June 2026

### Invoice

## Total Current

## Work

# \$16,340.65