



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. July 13, 2020

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – None

Changes to Agenda

HIRES / PROMOTIONS/ RESIGNATIONS

- (1) Kevin L. Corona – Resignation as Patrol Officer
(Miller)

ANNOUNCEMENTS

- (1) Road Salt Bid Award and Price History
(Windsor)

OPEN BIDS

- (1) Surplus Property



OLD BUSINESS

- (1) Amendment of Utilities On-call Services Agreement w/ Donohue & Associates Inc.
(Sailor)

NEW BUSINESS

- (1) 20th St. Right-of-Way Variance Request, 1311 E. Lincoln Ave.
(Aaron Lehman, LaCasa Inc.)
- (2) Alley and Sidewalk Closure Request for 210 E. Lincoln Ave. on July 14
(Alan Greaser, LaCasa Inc.)
- (3) Acceptance of Plat for Hoppy Trails Subdivision, Lots 1 and 2
(Yoder)
- (4) Approval of 2020 Community Development Block Grant (CDBG) Agreements
(Yoder)
- (5) Agreement with Borntreger Enterprises Inc. for Roofing at 1513 Eisenhower Dr.
(Windsor)
- (6) Closure of Parking Spaces on 6th and 7th St. for Radar Speed Signs July 14 – Aug. 5
(Sailor)

PRIVILEGE OF FLOOR

APPROVAL OF CLAIMS

Adjournment



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mike Landis
Member Mary Nichols

Date: July 13th, 2020

From: Jose' Miller, Chief of Police

Reference: The Resignation of Patrol Officer Kevin L. Corona

I am requesting that the Board of Public Works and Safety approve the resignation of Patrol Officer Kevin L. Corona. Currently, Officer Corona is a reservist in the military while he is working for Goshen Police Department. Officer Corona stated he has intentions of pursuing and achieving more through the military. I would like to thank Officer Corona for his dedication to the community and to our nation. We wish him best in his future endeavors. Officer Corona's last day physically at the police department is July 31st. Officer Corona will use his accrued time earned through his last day effective September 29th, 2020.

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

07/06/2020

Dear Chief Miller, Asst. Chief Turner, D.C. Mora,

Words cannot describe how grateful and privileged I felt working for a great police department. Nor can I find the right words to express how great the honor was in working with an even greater group of individuals that run it. However, it is with much regret that I write to inform you I am resigning my position as Patrolman from the Goshen Police Department effective 07/31/2020 with my last day being 09/29/2020.

I want to thank you for the lifetime opportunity of having been a part of a great department and having been sworn in by then, Goshen Police Chief Wade Branson. No matter the circumstances, I can proudly proclaim Goshen Police as my extended family. However, I have intentions of pursuing and achieving more through the military side of things. Thank you again for the opportunity.

Yours truly,

PtIm. K. Corona #190

A handwritten signature in black ink, appearing to read "PtIm. K. Corona #190". The signature is stylized and cursive.



Keitha Windsor
CITY OF GOSHEN Legal Department
204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3816 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

July 10, 2020

To: Board of Public Works and Safety
From: Keitha Windsor
Subject: Purchase of Road Salt – FYI Only

In March, the Board of Public Works and Safety gave permission to enter the City's requirements onto the State's website for the purchase of road salt to be bid out by the State in a Quantity Purchase Agreement for the 2020/2021 winter season.

We have been informed that our contract for 1,000 tons of untreated road salt was awarded to Compass Minerals at \$81.78 per ton.

2019/2020 price - \$86.45
2018/2019 price - \$70.82
2017/2018 price - \$56.32
2016/2017 price - \$57.49
2015/2016 price - \$72.31
2014/2015 price - \$99.07
2013/2014 price - \$61.43
2012/2013 price - \$62.71



**Legal Department
CITY OF GOSHEN**

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July 13, 2020

To: Board of Public Works and Safety
From: Keitha Windsor
Subject: Open Bids for Surplus Property

Bids are due to be opened today for the City's sale of surplus property.

14 items.



Engineering Department
CITY OF GOSHEN

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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: UTILITIES ON-CALL SERVICES AGREEMENT AMENDMENT

DATE: July 13, 2020

Please find attached an on-call consulting services agreement amendment with Donohue & Associates, Inc. The original on-call service agreement contained \$15,000 for Wastewater related on-call services and was approved by the Board on December 11, 2018.

Approximately \$1,000 remains in the contract. Goshen Wastewater would like to extend the on-call service agreement with Donohue & Associates, Inc. to fund the electrical and instrumentation and controls design for upcoming improvements to the Starcraft Lift Station. Remaining funds are anticipated to be used for programming related services at the lift station or in the implementation of new operational processes at the Wastewater Treatment Plant. An additional \$20,000 of on-call services is requested. All other terms and conditions of the December 11, 2018 Agreement remain the same.

To utilize these funds, Wastewater Utility Staff will continue to have the Mayor approve each task order before the work is undertaken.

Requested Motion: Approve the Agreement Amendment with Donohue & Associates, Inc. for Wastewater related on-call consulting services for an additional \$20,000, bringing the total amount to \$35,000.

AGREEMENT AMENDMENT

**Professional Engineering On-Call Consulting Services for
City of Goshen Wastewater Treatment Plant**

THIS AGREEMENT AMENDMENT is entered into on this ____ day of _____, 2020, between Donohue & Associates, hereinafter referred to as "Consultant", and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City".

WHEREAS, the City entered into an Agreement with Consultant dated December 11, 2018 for Consultant to provide on-call professional engineering programming and consulting services as required by the City for an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) for a term of three (3) years.

WHEREAS, there is approximately One Thousand Dollars (\$1,000.00) remaining and the City anticipates they will be utilizing the Consultant's services for assistance with the instrumentation, control and electrical designs with the Star Craft Lift Station and may require Consultant's services with the new operational processes going in at the Wastewater Treatment Plant.

WHEREAS, the City desires to increase the on-call compensation an additional Twenty Thousand Dollars (\$20,000.00).

NOW THEREFORE, in consideration of the mutual covenants contained in this amendment and the covenants contained in the December 11, 2018 Agreement for on-call services, the parties agree as follows:

COMPENSATION

The City agrees to compensate Consultant for the services in this Agreement Amendment in accordance with Consultant's hourly rates and based on the not to exceed amount of compensation that the City identifies on each Task Order and the hours actually worked on the tasks for an amount not to exceed Twenty Thousand Dollars (\$20,000.00) for a total contract price of Thirty-five Thousand Dollars (\$35,000.00).

All other terms and conditions of the December 11, 2018 Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

City of Goshen
Board of Public Works and Safety

Donohue & Associates, Inc.

Jeremy P. Stutsman, Mayor

Steven P. Gress, Vice President

Mary Nichols, Member

Date: _____

Michael Landis, Member

Date: _____

Task Order NO. 3

FOR Professional Engineering On-Call Consulting Services issued by City of Goshen to Donohue & Associates, Inc. (Consultant) as per WWTP On-Call Consulting Services Agreement dated December 11, 2018.

ORDER NAME/DESCRIPTION OF TASK:

Prepare the instrumentation and control (I&C) and electrical power design drawings and specifications for the replacement of the Star Craft Lift Station, which is being designed by Abonmarche.

SCOPE OF SERVICES FOR TASK:

1. Recommend modifications to or replacement of existing Star Craft Lift Station control panel to allow for the installation of the selected pump design by Abonmarche.
2. Evaluate if the existing lift station generator is capable of providing standby power to operate both of the proposed pumps. If the existing generator is determined to not capable of providing standby power to start and operate both proposed pumps at the same time, then determine if soft starters or variable frequency drives (VFDs) are necessary to not overload the existing generator.
3. Evaluate upgrades necessary to the existing 3-phase, 240-volt open delta electrical service for the proposed pump station design. One possible upgrade would be to work with the electric utility to provide a new 3-phase, 480-volt service.
4. Design modification to or replacement of the existing control panel to accommodate adding the proposed discharge flow meter, wet-well level transducer, proposed pumps and generator to the SCADA system.
5. Provide design size information for a new control panel if recommended, for a new electrical power panel, and possibly a new electrical power transfer switch. Design is to include a process and instrument diagram (P&ID), and an electrical power on-line diagram.
6. Prepare technical specifications for I&C design and electrical power design.
7. Prepare construction drawings and technical specifications to be included by Abonmarche in either a stand-alone City of Goshen bid set for the replacement lift station or to be included in a county bridge project bid set.
8. Prepare an opinion of the probable construction cost for the I&C and electrical power systems designed by Donohue (Consultant).
9. Participate in a video conference call with Abonmarche and the City to review the prepared drawings, technical specifications and opinion of the probable construction cost for the I&C and electrical power system design prepared by the Consultant.

TERM FOR TASK:

Start date: On or before July 14, 2020 Completion date: August 18, 2020

COMPENSATION FOR TASK:

Compensation for the work as defined in the Scope of Services of this Task Order shall be in accordance with Donohue's charge out rates as set forth in the 2018 WWTP On-Call. Routine expenses will be billed at cost. The total cost for these basic Services will not exceed \$18,062 without prior written approval from City.

APPROVALS:

CITY OF GOSHEN

Task requested by:

Bryce Gast, Jim Kerezman

(Dustin Sailor, Bryce Gast, Jim Kerezman,
Marv Shepherd, and/or Dustin Kehr)

Task approved by:

Jeremy Stutsman, Mayor

Date: _____

DONOHUE & ASSOCIATES, INC.

Task approved by:

By: Steven P. Gress

Printed Name: Steven P. Gress, P.E.

Title Here: Vice President

Date: 07-03-2020

1311 E
Lincoln Ave

N-20th-St

Existing 26" wide
steps down off
porch.

Existing Loading Area

Proposed
18' x 4' ramp

Proposed
5' x 5'
landing

Ramp & Landing to be built of wood and set on 4x4 posts below the frost line. R&L will not be permanently attached to the house. There will be guardrails and handrails attached to the ramp & landing. Construction details to be worked out with the building department at time of permit.





20th ST
E LINCOLN AV

1811

From: [Alan Greaser](#)
To: [Scharf, Adam](#)
Subject: Board of Works request
Date: Tuesday, July 7, 2020 11:58:56 AM

Requesting a 1-day alley and sidewalk closing at 210 E Lincoln. We are Powerwashing the Hattle in preparation for brick repair and repainting. Would like the sidewalk in front of 210 E Lincoln and the North-South alley immediately East of 210 E Lincoln between The Hattle and St. James Church parking lot closed for one day. Work will be done by Landis Powerwashing on July 14th 2020.
Respectfully Submitted,



Alan Greaser
VP Asset Management
alan.greaser@lacasainc.net
(574) 533-4450 ext. 22
M: (574) 238-8648
202 N. Cottage Ave.
Goshen, IN 46528
www.lacasainc.net



Rhonda L. Yoder, AICP
PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185
rhodayoder@goshencity.com • www.goshenindiana.org

MEMORANDUM

To: Board of Public Works & Safety
From: Rhonda L. Yoder, Planning & Zoning Administrator
Date: July 13, 2020
RE: Acceptance of Plat for Hoppy Trails Subdivision, Lots 1 and 2

The Plan Commission at their meeting of March 21, 2017, granted primary approval for a two-lot major commercial subdivision, Hoppy Trails. The subject property is currently one tax parcel, containing \pm 1.381 acres, generally located at 315 W Washington Street, and zoned Commercial B-2 District.

The subject property is currently developed, and includes Goshen Brewing, along with a portion of a City of Goshen public parking lot, and a new section of Washington Street, which will be dedicated as part of the subdivision. The property is being subdivided to establish a lot for the Goshen Brewing building, as the City has an agreement to transfer that property to Goshen Brewing in the future.

The subdivision meets Zoning and Subdivision Ordinance requirements.

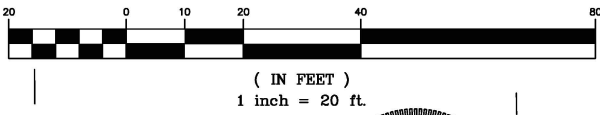
Because this is an existing developed area, and the City is allowing connection to the City's storm sewer, in lieu of an overall subdivision drainage plan the drainage maintenance statement and agreement allowing connection to City storm sewer were reviewed and approved by Goshen Engineering.

There are no infrastructure improvements associated with the subdivision, so a performance bond is not required.

The plat includes dedication of right of way for Washington Street, and also includes a number of easements.

Please accept the plat with dedication of right of way and easements and sign the plat.

GRAPHIC SCALE



HOPPY TRAILS SUBDIVISION

LOTS 263, 264, 265, THE SOUTH HALF (S1/2) OF LOT 266, AND INCLUDED VACATED STREETS AND ALLEYS IN THE ORIGINAL PLAT OF GOSHEN, BEING PART OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 6 EAST, SECOND PRINCIPAL MERIDIAN, ELKHART COUNTY, INDIANA
SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION



LEGEND

- = SET 5/8" REBAR W/CAP BRADS-KO 0041 FLUSH
- △ = SET CROSS-CUT IN CONCRETE
- ▨ = FLOOD ZONE "AE"

WATER STREET R/W
(INSTR. #2004-03772)
(INSTR. #2006-22752)

ELKHART COUNTY FARM BUREAU COOPERATIVE ASSOCIATION
DEED RECORD 424, PAGE 276

ZONE "X"
ZONE "X" AREAS OUTSIDE
SPECIAL FLOOD HAZARD AREA

ORIGINAL PLAT OF THE TOWN
(NOW CITY) OF GOSHEN, INDIANA

266

N90°00'00"E 165.00'

ORIGINAL PLAT OF THE
TOWN (NOW CITY) OF
GOSHEN, INDIANA

254

IN FAVOR OF NORTHERN INDIANA
PUBLIC SERVICE CO.
EASEMENT NO. 3
INSTR. #2008-28549

22'

26.90'

TOTAL AREA
60,158 S.F.
±1.381 ACRES

WITHIN
THE
SFHA

CITY OF GOSHEN, INDIANA
INSTR. #2008-28549

ZONE "AE"
ZONE "AE" AREAS WITHIN
SPECIAL FLOOD HAZARD AREA

LOT #2
36,854 S.F.
±0.846 ACRES

EAST AREA REMOVED
FROM THE SPECIAL
FLOOD HAZARD AREA
BY FEMA CASE NO.
09-05-3552A

ZONE "X"
ZONE "X" AREAS OUTSIDE
SPECIAL FLOOD HAZARD AREA

NW CORNER
LOT 255

255

ELKHART COUNTY FARM
BUREAU CREDIT UNION
NAME CHANGE TO INTERRA
CREDIT UNION
INSTR. #2008-18893
INSTR. #95 004095

FLOOD NOTE

THE WESTERLY PORTION OF THE SUBJECT PARCEL LIES WITHIN A DESIGNATED FLOOD ZONE AS SHOWN ON THE FEMA/FIRM COMMUNITY PANEL #18039C0254D, EFFECTIVE DATE MAP DATE: AUGUST 2, 2011.

THE EASTERLY PORTION OF SUBJECT PARCEL HAS BEEN REMOVED FROM THE SPECIAL FLOOD HAZARD AREA (SFHA) BY A LETTER OF MAP AMENDMENT (LOMA) WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AS CASE NUMBER 09-05-3552A.

ZONE "X"
ZONE "X" AREAS OUTSIDE
SPECIAL FLOOD HAZARD AREA

LOT #1
12,065 S.F.
±0.277 ACRES

EAST AREA REMOVED
FROM THE SPECIAL
FLOOD HAZARD
AREA BY FEMA CASE
NO. 09-05-3552A

RIGHT OF WAY
AREA TO BE
DEDICATED
11,240 S.F.
±0.258 ACRES

ZONE "X"
ZONE "X" AREAS OUTSIDE
SPECIAL FLOOD HAZARD AREA

ORIGINAL PLAT OF THE
TOWN (NOW CITY) OF
GOSHEN, INDIANA

256

257

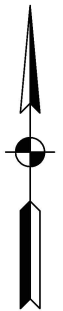
NORTH RIGHT-OF-WAY LINE

WASHINGTON STREET
R/W VARIES

P.O.B.

NORTHWEST
CORNER LOT 258
ORIGINAL PLAT OF
THE TOWN (NOW
CITY) OF GOSHEN,
INDIANA

SOUTH RIGHT-OF-WAY LINE



EAST LINE OUT LOT NO. 2

EASEMENT NO. 1
INSTR. #2008-28549

ZONE "AE"
ZONE "AE" AREAS
WITHIN SPECIAL FLOOD
HAZARD AREA

SOUTHEAST CORNER OUT
LOT NO. 2 ORIGINAL
PLAT OF THE TOWN
(NOW CITY) OF GOSHEN

SET 5/8" REBAR
W/CAP BRADS-KO
0041 250.00' SOUTH

SET 5/8" REBAR
W/CAP BRADS-KO
0041 170.00' WEST

IN FAVOR OF NORTHERN INDIANA
PUBLIC SERVICE CO.
EASEMENT NO. 2
INSTR. #2008-28549

15' SANITARY SEWER
EASEMENT
INSTR. #2013-12410

IN FAVOR OF NORTHERN INDIANA
PUBLIC SERVICE CO.
EASEMENT NO. 3
INSTR. #2008-28549

CITY OF GOSHEN
DEED RECORD 288, PAGE 482-492

ABONMARCHÉ

1009 South Ninth Street
Goshen, IN, 46526
T 574.533.9913
F 574.533.9911
abonmarche.com

Battle Creek
Benton Harbor
Manistee
South Haven
Goshen
Hobart
Lafayette
South Bend
Valparaiso

Engineering · Architecture · Land Surveying

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	NORTHWESTERLY	±10.3'
L2	N00°24'00"W	15.11'
L3	S00°24'00"E	4.41'
L4	S56°06'40"E	22.63'
L5	N89°41'07"W	16.10'
L6	S09°30'40"E	6.49'
L7	S53°10'47"W	7.89'
L8	N53°10'47"E	26.14'

CURVE TABLE

CURVE #	RADIUS	LENGTH	DELTA ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	406.53'	116.22'	16°22'48"	58.51'	S08°35'24"E	115.82'
C2	406.53'	61.81'	08°42'40"	30.96'	S09°14'04"E	61.75'
C3	17.00'	43.45'	146°25'33"	56.53'	S17°06'07"W	32.55'
C4	4.50'	7.05'	89°42'25"	4.48'	S45°10'06"W	6.35'
C5	406.53'	31.78'	04°28'44"	15.90'	S02°38'22"E	31.77'
C6	406.53'	22.63'	03°11'24"	11.32'	S15°11'06"E	22.63'

REVISION DATE 7-18-17 RECONFIGURE LOT AND RIGHT OF WAY LINES G.C.S.

O:\PROJECTS\2017\17-0002 RULE 12 SURVEY AND REPLAT-315 W. WASHINGTON ST\CAD\SURVEY\DRAWINGS\17-0002 SECONDARY PLAT.DWG SHEET 3 OF 3

PLAN COMMISSION STAFF APPROVAL

UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF GOSHEN, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF GOSHEN, AS FOLLOWS:

APPROVED BY THE ZONING ADMINISTRATOR ON BEHALF OF THE CITY PLANNING COMMISSION ON

THIS _____ DAY OF _____, 20_____.

RHONDA YODER
ZONING ADMINISTRATOR

ACCEPTANCE OF DEDICATION

BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, CITY OF GOSHEN, INDIANA THAT THE DEDICATIONS ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED THIS

_____ DAY OF _____, 20_____.

MAYOR JEREMY P. STUTSMAN MICHAEL A. LANDIS MARY NICHOLS

AUDITOR

DULY ENTERED FOR TAXATION THIS _____ DAY OF _____, 20_____.

_____ ELKHART COUNTY AUDITOR.
PAULINE E. GRAFF

RECORDER

RECEIVED FOR RECORD THIS _____ DAY OF _____, 20_____.

AT _____ AND RECORDED IN PLAT BOOK _____, PAGE _____.

FEE: _____ ELKHART COUNTY RECORDER
JENNIFER L. DORIOT

CROSS REFERENCE: THIS DOCUMENT TO BE CROSS REFERENCED TO INSTRUMENT #2017-09594 (PARTIAL RELEASE OF GAS AND ELECTRIC EASEMENT) AS RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, ON MAY 12TH, 2017.

STATEMENT OF UTILITIES

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF GOSHEN, ALL PUBLIC UTILITY COMPANIES INCLUDING GENERAL TELEPHONE COMPANY, NORTHERN INDIANA PUBLIC SERVICE COMPANY, AND SEVERAL PRIVATE UTILITY COMPANIES WHERE THEY HAVE A CERTIFICATE OF TERRITORIAL AUTHORITY TO RENDER SERVICE AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, PLACE, AND MAINTAIN SEWERS, WATER MAINS, GAS MAINS, CONDUITS, CABLES, POLES AND WIRES, EITHER OVERHEAD OR UNDERGROUND WITH ALL NECESSARY BRACES, GUYS, ANCHORS, AND OTHER APPLIANCES IN, UPON, ALONG AND OVER THE STRIPS OF LAND DESIGNATED ON THE PLAT MARKED "UTILITY EASEMENT" FOR THE PURPOSES OF SERVICING THE PUBLIC IN GENERAL WITH SEWER, WATER, GAS, ELECTRIC, AND TELEPHONE SERVICE, INCLUDING THE RIGHT TO USE THE STREETS, WHERE NECESSARY AND TO OVERHANG LOTS WITH AERIAL SERVICE WIRES TO SERVE ADJACENT LOTS, TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENTS FOR PUBLIC UTILITIES AT ALL TIMES FOR ANY OF THE PURPOSES AFORESAID AND TO TRIM AND KEEP TRIMMED ANY TREES, SHRUBS, OR SAPLINGS THAT INTERFERE WITH ANY SUCH UTILITY EQUIPMENT. NO PERMANENT BUILDING SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT FOR SUCH PUBLIC UTILITY PURPOSES.

**CITY OF GOSHEN, INDIANA
DRAINAGE MAINTENANCE STATEMENT**

THE CITY OF GOSHEN, INDIANA, IS A MUNICIPAL SEPARATE STORM SEWER (MS4) COMMUNITY GOVERNED BY INDIANA ADMINISTRATIVE CODE 327-15-13. THE CITY OF GOSHEN CONDUCTS ROUTINE MAINTENANCE OF ITS STORM SEWER DRAINAGE SYSTEM AS PART OF ITS ROUTINE RESPONSIBILITIES. THUS, THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING STORM STRUCTURES AND PIPES, SHALL BE THE RESPONSIBILITY OF EACH LOT OWNER, AND NO OWNER SHALL PERMIT, ALLOW, OR CAUSE ANY OF SAID FACILITIES TO BE OBSTRUCTED OR REMOVED OR TO IN ANY WAY IMPEDE THE FLOW OF WATER ACROSS OR THROUGH SAID FACILITIES. IN THE EVENT ANY SUCH DRAINAGE FACILITIES SOLELY SERVING EITHER LOT BECOME DAMAGED OR IN DISREPAIR, IT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER TO REPAIR SUCH FACILITIES AT THE LOT OWNER'S EXPENSE.

IN THE EVENT AN OWNER OR ITS ASSIGNS FAIL TO MAINTAIN SUCH DRAINAGE FACILITIES IN GOOD WORKING ORDER AND REPAIR, THE CITY OF GOSHEN, INDIANA, MAY REPAIR SUCH DRAINAGE FACILITIES AND INVOICE THE COSTS OF SUCH REPAIR TO THE OWNER AND ITS ASSIGNS. THE CITY OF GOSHEN, INDIANA, IS GRANTED AN EASEMENT ACROSS THE OWNER AND ASSIGNS' REAL ESTATE FOR THE PURPOSE OF REPAIRING AND INSPECTING ANY DRAINAGE FACILITIES ON SAID OWNER OR ASSIGNS' REAL ESTATE. THE AMOUNT OF ANY ASSESSMENT FOR THE COSTS OF REPAIR, AS ASSESSED BY THE CITY, SHALL CONSTITUTE A LIEN UPON THE REAL ESTATE OF THE OWNER AND ASSIGNS, AND AN ENCUMBRANCE UPON THE TITLE TO SAID REAL ESTATE.

THE CITY OF GOSHEN, INDIANA, IS FURTHER GRANTED RIGHT OF ACTION FOR THE COLLECTION OF SAID INDEBTEDNESS FROM THE OWNER AND ASSIGNS, AND FOR THE FORECLOSURE OF SAID LIEN IN THE MANNER IN WHICH MORTGAGES ARE FORECLOSED UNDER THE LAWS OF SAID STATE OF INDIANA. ANY SUCH COLLECTION AND/OR FORECLOSURE ACTION SHALL BE MAINTAINED IN THE COURTS OF GENERAL JURISDICTION OF THE STATE OF INDIANA, AND SHALL BE COMMENCED IN ELKHART COUNTY, INDIANA.

AGREEMENT ALLOWING CONNECTION TO CITY STORM SEWER

THE OWNER OF LOT NUMBER ONE (1) AS DESIGNATED ON THIS SUBDIVISION PLAT ALSO, BEING THE REAL ESTATE AT 315 WEST WASHINGTON STREET, GOSHEN, INDIANA 46526.

WHEREAS LOT NUMBER ONE (1) IS PLANNING AN ADDITION TO THE BUILDING ON THE SUBJECT REAL ESTATE, INCLUDING THE ROOF LINE AND ROOF DRAINAGE:

WHEREAS CITY STANDARDS AND REGULATIONS REQUIRE STORM WATER TO BE HELD AND CONTAINED ONSITE.

WHEREAS THE OWNER OF LOT NUMBER ONE (1) AND CITY RECOGNIZE THAT THE SUBJECT REAL ESTATE UPON WHICH THE SAID OWNER'S BUILDING IS LOCATED IS NOT OF SUFFICIENT SIZE TO ALLOW SAID OWNER TO COMPLY WITH THE CURRENT SURFACE WATER DISCHARGE STANDARDS, REGULATIONS AND ORDINANCE; AND

WHEREAS CITY INTENDS TO ALLOW FOR ALTERNATE SURFACE WATER DRAINAGE BY ALLOWING LOT NUMBER ONE (1) TO CONNECT TO AND DISCHARGE STORM WATER INTO THE CITY'S EXISTING STORM SEWER SYSTEM AS LONG AS CITY CAN ACCOMMODATE SUCH CONNECTION WITHOUT UNDUE OPERATIONAL COSTS OR NEGATIVELY IMPACTING THE EXISTING STORM SEWER SYSTEM.

IT IS THEREFORE AGREED BY CITY AND THE OWNER OF LOT NUMBER ONE (1) AS FOLLOWS:

- 1. OWNER OF LOT NUMBER ONE (1) IS PERMITTED TO CONNECT THE SUBJECT REAL ESTATE TO CITY'S SEPARATED STORM SEWER SYSTEM THROUGH AN EXISTING INLET LOCATED ALONG THE WEST LINE OF THE SUBJECT REAL ESTATE. THE PLANS AND SPECIFICATIONS DEVELOPED BY OR ON BEHALF OF SAID OWNER TO CONNECT TO CITY'S STORM SEWER SYSTEM MUST BE APPROVED IN WRITING BY CITY'S STORM WATER ENGINEER PRIOR TO CONSTRUCTION AND CONNECTING TO THE STORM SEWER SYSTEM.
- 2. OWNER OF LOT NUMBER ONE (1) SHALL MAINTAIN THE CONNECTION TO CITY'S STORM SEWER SYSTEM AT SAID OWNER'S EXPENSE.
- 3. OWNER OF LOT NUMBER ONE (1) SHALL MAINTAIN THE PRIVATE LINE CONNECTING TO THE CITY'S STORM SEWER SYSTEM AT SAID OWNER'S EXPENSE.
- 4. OWNER OF LOT NUMBER ONE (1) SHALL NOT DISCHARGE ANY LIQUID OR SUBSTANCE OTHER THAN CLEAR AND CLEAN STORM WATER INTO THE CITY'S STORM WATER SEWER SYSTEM. IN THE EVENT THAT OWNER OF LOT NUMBER ONE (1) DOES DISCHARGE ANY LIQUID OR SUBSTANCE OTHER THAN CLEAR AND CLEAN STORM WATER INTO THE CITY'S STORM SEWER SYSTEM, THEN SAID OWNER OF LOT NUMBER ONE (1) SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED TO THE CITY'S STORM SEWER SYSTEM OR THE RECEIVING WATER AND ANY CLEAN-UP REQUIRED.

HOPPY TRAILS SUBDIVISION
LOTS 263, 264, 265, THE SOUTH HALF (S1/2) OF LOT 266,
AND INCLUDED VACATED STREETS AND ALLEYS IN THE
ORIGINAL PLAT OF GOSHEN, BEING PART OF THE SOUTH HALF
OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 6 EAST, SECOND
PRINCIPAL MERIDIAN, ELKHART COUNTY, INDIANA

CERTIFICATE OF OWNERSHIP

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE EQUITABLE OWNER OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND THAT AS SUCH EQUITABLE OWNER WE HAVE CAUSED THE ABOVE DESCRIBED TO BE SURVEYED AS SHOWN ON THE HEREON DRAWN PLAT AS OUR FREE AND VOLUNTARY ACT AND DEED.

THE CITY OF GOSHEN, INDIANA

MAYOR JEREMY P. STUTSMAN

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, AS PROPRIETORS, HAVE CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT OPPOSITE. THAT SAID SUBDIVISION IS TO BE KNOWN AS HOPPY TRAILS SUBDIVISION AND THAT THE LOTS HAVE THEIR RESPECTIVE DIMENSIONS GIVEN IN FEET AND DECIMAL PARTS THEREOF, AND THAT THE STREETS INCLUDED IN SAID SUBDIVISION ARE HEREBY DEDICATED FOR PUBLIC USE.

THE CITY OF GOSHEN, INDIANA

MAYOR JEREMY P. STUTSMAN

NOTARY PUBLIC CERTIFICATE

STATE OF INDIANA) SS:
COUNTY OF _____)

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME THE ABOVE OWNERS, JEREMY P. STUTSMAN, MAYOR OF THE CITY OF GOSHEN, INDIANA, AND ACKNOWLEDGED THE EXECUTION OF THIS PLAT.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

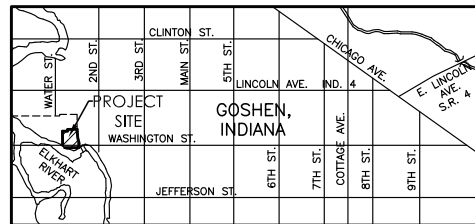
RESIDENT OF _____ COUNTY, INDIANA



LEGAL DESCRIPTION

LOT NUMBER TWO HUNDRED SIXTY-THREE (263), LOT NUMBER TWO HUNDRED SIXTY-FOUR (264), LOT NUMBER TWO HUNDRED SIXTY-FIVE (265) AND THE SOUTH HALF OF LOT NUMBER TWO HUNDRED SIXTY-SIX (266), PART OF OUTLOT NUMBER TWO (2) AND A PART OF THE VACATED WATER STREET RIGHT OF WAY AND VACATED WASHINGTON STREET RIGHT OF WAY AND THE VACATED ALLEY LYING BETWEEN LOT NUMBER TWO HUNDRED SIXTY-FIVE (265) AND LOT NUMBER TWO HUNDRED SIXTY-SIX (266) AS SAID LOTS, OUTLOT AND VACATED STREETS AND ALLEYS ARE KNOWN AND DESIGNATED ON THE PLAT OF THE ORIGINAL PLAT OF GOSHEN, BEING A PART OF THE SOUTH HALF OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 6 EAST, SECOND PRINCIPAL MERIDIAN, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT NUMBER TWO HUNDRED FIFTY-EIGHT (258) AS THE SAID LOT IS KNOWN AND DESIGNATED ON SAID ORIGINAL PLAT OF GOSHEN; THENCE NORTH 00 DEGREES 24 MINUTES 00 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT NUMBER TWO HUNDRED FIFTY-EIGHT (258), A DISTANCE OF 41.34 FEET TO A CROSS-CUT MARKING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 57 MINUTES 00 SECONDS WEST, A DISTANCE OF 213.5 FEET, MORE OR LESS, TO THE WATER'S EDGE OF THE HYDRAULIC CANAL LEADING TO THE ELKHART RIVER; THENCE NORTHWESTERLY ALONG SAID WATER'S EDGE, A DISTANCE OF 10.3 FEET, MORE OR LESS, TO THE CENTERLINE OF VACATED WATER STREET; THENCE NORTH 00 DEGREES 24 MINUTES 00 SECONDS WEST ALONG THE CENTERLINE OF SAID VACATED WATER STREET, A DISTANCE OF 272.2 FEET, MORE OR LESS, TO A 5/8 INCH REBAR WITH CAP STAMPED BRADS-KO 0041 ON THE SOUTH LINE OF THE RIGHT OF WAY OF WATER STREET AS SAID RIGHT OF WAY IS DEDICATED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2004-03772 AND INSTRUMENT NUMBER 2006-22752; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID RIGHT OF WAY, A DISTANCE OF 42.25 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 00 DEGREES 24 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID WATER STREET, A DISTANCE OF 15.11 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID LOT NUMBER TWO HUNDRED SIXTY-SIX (266), A DISTANCE OF 165.00 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED BRADS-KO 0041, TO A 5/8 INCH REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE NORTHEAST CORNER OF THE SOUTH HALF OF SAID LOT NUMBER TWO HUNDRED SIXTY-SIX (266); THENCE SOUTH 00 DEGREES 24 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT NUMBER TWO HUNDRED SIXTY-SIX (266), SAID LOT NUMBER TWO HUNDRED SIXTY-FIVE (265) AND SAID LOT NUMBER TWO HUNDRED SIXTY-FOUR (264), A DISTANCE OF 172.38 FEET TO A 5/8 INCH REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE POINT OF CURVATURE OF A 471.12 FOOT RADIUS CURVE TO THE LEFT, CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG SAID 471.12 FOOT RADIUS CURVE, A DISTANCE OF 120.52 FEET (CHORD BEARING SOUTH 08 DEGREES 17 MINUTES 26 SECONDS EAST, CHORD DISTANCE 120.19 FEET TO A CROSS-CUT ON THE NORTHERLY EXTENSION OF WEST LINE OF AFORESAID LOT NUMBER TWO HUNDRED FIFTY-EIGHT (258); THENCE SOUTH 00 DEGREES 24 MINUTES 00 SECONDS EAST ALONG THE EXTENSION OF THE WEST LINE OF SAID LOT NUMBER TWO HUNDRED FIFTY-EIGHT (258), A DISTANCE OF 4.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 1.381 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.



LOCATION MAP
N.T.S.

LAND SURVEYOR'S CERTIFICATE

I, GREGORY C. SHOCK, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED OR CERTIFIED BY ME ON THE 9TH DAY OF JANUARY, 2017; THAT ALL MONUMENTS ARE OR WILL BE (WITHIN SIX MONTHS OF RECORDING PLAT) INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE PLATTING ORDINANCE; AND THAT THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE ACCURATELY SHOWN.

THIS PLAT IS IN ACCORDANCE WITH TITLE 865, ARTICLE 1, CHAPTER 12, SECTION 1 THROUGH 29 OF THE INDIANA ADMINISTRATIVE CODE. THE BOUNDARY LINES OF THIS PLAT CONFORM TO A SURVEY MADE UNDER MY SUPERVISION AND SAID SURVEY IS RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA IN INSTRUMENT NUMBER

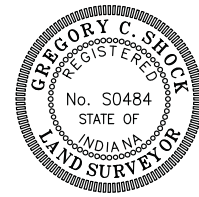
I, GREGORY C. SHOCK, AFFIRM, UNDER PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

GREGORY C. SHOCK P.L.S. #S0484



1009 South Ninth Street
Goshen, IN. 46526
T 574.533.9913
F 574.533.9911
abonmarche.com

Battle Creek
Benton Harbor
Manistee
South Haven
Goshen
Hobart
Lafayette
South Bend
Valparaiso



HOPPY TRAILS SUBDIVISION

LOTS 263, 264, 265, THE SOUTH HALF (S1/2) OF LOT 266,
AND INCLUDED VACATED STREETS AND ALLEYS IN THE
ORIGINAL PLAT OF GOSHEN, BEING PART OF THE SOUTH HALF
OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 6 EAST, SECOND
PRINCIPAL MERIDIAN, ELKHART COUNTY, INDIANA

CERTIFICATE OF PROOF

WITNESS TO THE SIGNATURES ON THE FOREGOING INSTRUMENT TO WHICH THIS PROOF IS ATTACHED:

WITNESS SIGNATURE

WITNESS NAME

PROOF:

STATE OF _____

COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON _____
PERSONALLY APPEARED THE ABOVE NAMED WITNESS TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME
DULY SWORN, DID DEPOSE AND SAY THAT HE/SHE KNOWS JEREMY P. STUTSMAN, MAYOR OF THE CITY OF
GOSHEN, TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT; THAT
SAID WITNESS WAS PRESENT AND SAW SAID JEREMY P. STUTSMAN, MAYOR OF THE CITY OF GOSHEN, THE
SAME; AND THAT SAID WITNESS AT THE SAME TIME SUBSCRIBED HIS/HER NAME AS A WITNESS THERETO.

NOTARY PUBLIC

RESIDENT OF _____

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER: _____



ABONMARCHE

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**Community Development Block Grant Program
CITY OF GOSHEN**

204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185
rhodayoder@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety
FROM: Rhonda Yoder, CDBG Administrator
DATE: July 13, 2020
RE: Approval of 2020 Community Development Block Grant (CDBG) Agreements

Please approve the following CDBG agreements for Program Year 2020, and authorize the Mayor to sign the agreements:

Planning Grant (for neighborhood outreach):

Lacasa, Inc. \$7,000

Public Service Grants:

Boys and Girls Clubs of Elkhart County – Goshen Club \$7,400

Center for Healing and Hope \$4,900

Council on Aging of Elkhart County \$4,900

Elkhart County Clubhouse \$2,200

Goshen Interfaith Hospitality Network \$11,000

Maple City Health Care Center, Inc. \$4,900

Walnut Hill Early Childhood Center \$13,700

Housing Grants

Lacasa, Inc. – owner occupied housing rehab \$116,029

Lacasa, Inc. – energy conservation, multi-family housing \$250,000

Planning, Public Service & Housing Grants Total \$422,029

The public service grants will be used to fund access to medicine, early childhood education, daily nutrition programs, mental health services, senior transportation, and a program to increase availability of primary healthcare. The housing grants will be used for the ongoing owner-occupied housing rehab program, along with a new energy conservation project for multi-family housing.

A sample public service agreement is attached, along with the two housing grant agreements.

CITY OF GOSHEN - COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Program Year 2020: July 1, 2020 – June 30, 2021
Public Service Sub-Recipient Agreement
Boys & Girls Clubs of Elkhart County – Goshen Club

This Agreement is entered into as of the 13th day of July 2020 between the City of Goshen (herein called the “City”) and the Boys & Girls Clubs of Elkhart County – Goshen Club (herein called the “Sub-recipient”) an Indiana Not-For-Profit Corporation, for the contract period July 1, 2020 through June 30, 2021.

WHEREAS, the City has entered into an Agreement with the United States Department of Housing and Urban Development (HUD) for a Community Development Block Grant (CDBG) under Title I of the Housing and Community Development Act of 1974, as Amended, and;

WHEREAS, said Agreement with HUD provides for the grant of funds to the City for projects and activities principally benefiting persons of low and moderate income, and;

WHEREAS, Sub-recipient desires to carry out a project or program, described in the Scope of Services section of this document, principally for the benefit of low and moderate income residents of the City of Goshen and;

WHEREAS, Sub-recipient has requested the assistance of the City, through the Community Development Block Grant Program, in order to carry out the proposed program.

NOW, THEREFORE, Sub-recipient and the City agree as follows:

1. SCOPE OF SERVICES

- A. Sub-recipient agrees that CDBG funds will be used to fund the Daily Nutrition Program, providing a USDA-approved and nutritionally balanced snack and supper, available to all Club members, as outlined in the Public Services Grant Application. The project will be carried out as described in the proposed project details and budget from the application form, a copy of which is attached as Attachment A, which is hereby made a part of this Agreement.
- B. Sub-recipient certifies that the Daily Nutrition Program carried out under this Agreement will meet the LMC, Nature/Location (Low/Moderate Income Limited Clientele, Nature/Location) National Objective.
- C. Sub-recipient agrees that it shall comply with applicable laws and regulations including, but not limited to, those listed in Attachment B, which is hereby made a part of this Agreement.
- D. Sub-recipient agrees that it shall provide a written quarterly report within five days of the end of each quarter or with each payment request within a quarter, and a final written report with the request for final grant payment, or no later than the deadline for final claim submittal if unexpended funds remain. Using the form provided, the report shall detail how funds were used, matching funds used, number and details of project beneficiaries, and any other requested information. A sample form is provided in Attachment C, which is hereby made a part of this Agreement.
- E. The City agrees, on submission of proper reports, claims and verification of costs that it shall reimburse Sub-recipient for up to Seven Thousand Four Hundred Dollars (\$7,400.00). The City shall have no obligation to reimburse Sub-recipient for any costs incurred in violation of any provision of this Agreement or any applicable law, ordinance or regulation. Claims will be processed per the City's weekly payment procedures for CDBG claims, provided in Attachment D, which is hereby made a part of this Agreement.
- F. All claims for reimbursement under this Agreement shall be submitted to the City no later than the day specified by the CDBG Administrator near the end of the contract period, approximately June 3, 2021, so that all claims can be paid within the contract year.

2. AUDIT COMPLIANCE

The Sub-recipient shall provide the amount of federal funds expended in the Sub-recipient's fiscal year, as requested by the City. If the Sub-recipient expends \$750,000 or more of federal funds in a fiscal year, an audit following 2 CFR 200.514 must be conducted and a copy of the audit submitted to the City for review, within 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period, whichever is earlier. Any findings related to CDBG must be cleared by the City.

3. TERMINATION FOR CONVENIENCE

Sub-recipient may terminate this Agreement as to any funds not disbursed by providing notice to the City, however, Sub-recipient's service and reporting requirements shall continue. The notice of termination shall specify the reason for the termination of Agreement and the date when the Agreement shall be terminated. If the Sub-recipient chooses to terminate this Agreement after part of the funds have been drawn, the Sub-recipient must continue to comply with all other parts of this Agreement.

4. TERMINATION FOR NONCOMPLIANCE

If the City determines Sub-recipient is in noncompliance with this Agreement the City may take the following corrective actions: temporarily withhold cash payments, disallow all or part of the activity or action in noncompliance, wholly or partly suspend or terminate the current award, withhold further awards, or take other remedies that may be legally available. If Sub-recipient is found to be in noncompliance the City will provide a time and place for a hearing with the Sub-recipient at which time the Sub-recipient may appeal its suspension. The Sub-recipient must request in writing a hearing for noncompliance. Costs incurred by the Sub-recipient during suspension or following termination of an award are not allowable unless the City expressly authorizes them in the notice of suspension or termination. Other Sub-recipient costs during suspension or following termination which are necessary and not reasonably avoidable are allowed if, and, in the case of a termination, are non-cancelable, the costs result from obligations which were properly incurred by the Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancelable, and, the costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect. Notice of suspension or termination shall be given by the City to the Sub-recipient in writing. The Sub-recipient shall have the right to appeal the suspension or termination in writing and must do so within 15 days of notice from the City.

5. EQUIPMENT

In the event that any funds provided under this Agreement are used for the purchase of equipment, Sub-recipient shall comply with applicable federal regulations with regard to the disposition of such equipment when it is no longer needed for the program per 2 CFR Part 200. Unless federal rules require otherwise, it is hereby agreed that the City's percentage interest in equipment shall be the amount of funds provided by the City divided by the total cost of the equipment incurred over the term of this Agreement.

6. PROVISIONS IN CASE OF DEFAULT

Sub-recipient's obligations under this Agreement shall be extended for an additional year in the event Sub-recipient fails to provide evidence in reports provided for in paragraph 1.D that the Sub-recipient's programs are of benefit principally to low and moderate income residents of the City of Goshen. In the event that the Sub-recipient fails to provide such evidence for a period of two years, Sub-recipient shall be in default of this Agreement. The Sub-recipient shall reimburse the City in an amount equal to the funds provided.

7. RECORDS

Sub-recipient shall maintain records adequate to identify and account for all costs pertaining to this Agreement and such other records as may be required by statute, rule or regulation. These records shall be maintained for a period of four (4) years after project completion and shall be made available to the City and authorized federal agencies.

8. NOTICES

Notices will be considered sufficient if sent by certified mail or delivered in person to:

City:
CDBG Administrator
City of Goshen
204 E Jefferson, Suite 4
Goshen, IN 46528

Sub-recipient:
Kevin Deary, President & CEO
Boys and Girls Clubs of Elkhart County
306 Crescent St, PO Box 614
Goshen, IN 46527-0614

Executed as of the date first written above.

CITY OF GOSHEN

by: _____
Jeremy Stutsman, Mayor

by: _____
Kevin Deary, President & CEO

ATTACHMENT A: GRANT APPLICATION PROJECT DETAILS

1. Briefly describe the proposed project to receive CDBG funds. Include the need or problem to be addressed, the population (or area) to be served, a description of the work, including who will carry it out, and the proposed schedule of work, including the proposed timing of requests for CDBG funds.

The Boys & Girls Clubs is a full-service youth development agency providing programs in 5 core areas:

- Health & Life Skills
- Education & Career Development
- Character & Leadership Development
- The Arts
- Sports, Fitness, & Recreation.

In addition to these five core areas, a variety of activities for children 6-18 years old are provided daily. The Club provides a fun atmosphere in which to learn and grow and gives members (most of whom come from low-income families), the opportunity to enjoy field trips and activities their families might not otherwise be able to afford. In June 2017, the Boys & Girls Club opened the newly renovated 51,000 square foot building complete with a fully renovated kitchen and new educational wing. The kitchen has the capacity to serve 130 members at a time and has allowed for dinner service as well as learning opportunities. The education wing includes a library, computer lab, STEAM room, and space for homework assistance and tutoring. After school attendance during 2019 averaged over 300 members per day with a building capacity to support 400 members.

The Club's academic assistance program are among the most important, as academic success is often a deciding factor for whether children are able to complete and further their education and successfully enter the workforce as adults. Studies show, and our organization has come to experience first-hand that children are better able to concentrate on their studies when not dealing with the issue of hunger.

Each snack and meal consists of dairy products, whole grains, protein, vegetables and/or fruits. Dinner is served for two hours each day the Club is open beginning at 3:00. During the summer program breakfast, lunch, and an afternoon snack will be served 98,00. These snacks and meals are provided to Club members at no cost. The purchase of food, preparation, and serving of the snack and meal is done by Boys & Girls Club staff who are trained and certified by the Indiana Department of Education and the Elkhart County Health Department.

The majority of Club members benefiting from the Daily Nutrition Program reside in low/moderate incomes households. The snacks and meals that are provided daily often provide a significant portion of their total daily nutrition.

2. Complete the line item budget for the proposed project and provide details on how reimbursed costs will be calculated.

Item Description	Total Amount	CDBG Funds	Other Funds
a. Food	\$98,000	\$7,500	\$90,500
b. Non-Food	\$2,200		\$2,200
c. Operational Labor	\$42,332.50		\$42,332.50
d. Program Administration	\$4,600		\$4,600
e. General Overhead	\$8,866		\$8,866
f.			
TOTALS	\$155,998.50	\$7,500	\$148,498.50

- a. Food – cost is estimated from a historical average of food purchases over the last 2 years as that is the amount of time we have been in the new facility. An increase of 5% accounting for growth in attendance year over year and rising food prices.
- b. Non-Food Serving Supplies – same as above, but non-food serving supplies purchased over the past 2

years.

- c. Operational Labor –
 - a. Food Program Manager – 40 hours/week x 35 weeks x \$17/hr = \$23,800
 - b. Food Program Assistant (1) – 30 hours/week x 35 weeks x \$9.50/hr = \$9,975
 - c. Food Program Assistant (2) – 25 hours/week x 35 weeks x \$9.78/hr = \$8,557.50
- d. Program Administration –
 - a. Area Director – 1 hour/week x 35 weeks x \$26.44 = \$925.48
 - b. Unit Director – 2.5 hours/weeks x 35 weeks x \$21 = \$1,837.50
 - c. Member Service Manager – 3 hours/week x 35 weeks x \$17.50 = \$1,837.50
- e. General Overhead – cost is based on expenses since June 2017 when the renovated building opened. Expenses include custodial, utilities, and insurance.

3. List the source and amount of other sources of funding, including matching funds and in-kind contributions, expected to be used to support this project. For in-kind contributions, such as volunteer labor, please include the number of hours and dollar value (\$10 per hour) of the volunteer hours.

Office of School and Community Nutrition. The IDOE funding comes to the Club through the Child and Adult Care Food Program (CACFP) and through the Summer Food Services Program for Children (SFSP). The support is anticipated to be \$125,000 in 2020.

The Goshen Noon Kiwanis also contributes annually to the Daily Nutrition Program, at approximately \$5,000 per year. It is anticipated that the Kiwanis will provide the same support in 2020.

If additional funds are needed, the Club will draw from their Annual Fundraising Campaign and from special events income.

4. Describe how the project will meet one or more of the following objectives: Suitable Living Environment; Decent Affordable Housing; or Creating Economic Opportunities (see attached Outcome Performance Measurement information sheet).

The Daily Nutrition Program comes under the objective: Suitable Living Environment, by addressing the issue of hunger and nutrition in the daily living environment of boys and girls who are members of the Boys & Girls Clubs of Elkhart County – Goshen Unit. We have long known that for some of our members the food provided by the Club is the only nourishment they receive outside their daily school lunch. Even when food is offered in the homes of these members, it is often the processed or pre-packaged food typically found in neighborhood convenience stores. When children are not distracted by hunger issues they are more able to concentrate on their academic efforts and other life-enhancing programs offered by the Club.

5. Using the objective(s) identified above, describe how the project will meet one or more of the following outcomes: Availability/Accessibility; Affordability; or Sustainability: Promoting Livable or Viable Communities (see attached Outcome Performance Measurement information sheet).

The Daily Nutrition Program meets the outcome of Availability/Accessibility and Affordability. Snacks and dinners are prepared and are available to each child who attends the Club. During the 2020 summer program, the Club will offer nutritious breakfasts, lunches, and snacks each day. During the school year dinners will be served. The newly renovated kitchen seats 130 Club members at once, compared to the 30 the former kitchen area sat. An industrial kitchen is used to prepare fresh, nutritious meals and snacks for all members. Dinners will not be available as the Club closes earlier during the summer months than during the school year. The nutritious food served at the Club is free of charge to members and membership in the Club remains only \$15.00 per year and

ATTACHMENT B

Standard Contract Attachments

I. Administrative Requirements

II. Personnel and Participant Conditions

III. Environmental Conditions

I. Administrative Requirements

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 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 Sub-recipient shall administer its program in conformance with 2 CFR Part 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 Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the National Objective of the CDBG program of benefiting low/moderate income persons;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Sub-recipient 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 submission of the City'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 Sub-recipient 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 the City or their designees for review upon request.

4. Disclosure

The Sub-recipient 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 City's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service, and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Close-Outs

The Sub-recipient's obligation to the City 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 City), final close-out reports and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

6. Audits and Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems 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 Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Sub-recipient audits and, as applicable, 2 CFR Part 200.

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

D. Procurement

1. Compliance

The Sub-recipient shall comply with current City 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 provide herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

3. Travel

The Sub-recipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

II. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with all local and State of Indiana civil rights ordinances 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 (HCDA) 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 Sub-recipient 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 (PL 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 Sub-recipient 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 City and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, 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 Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Equal Opportunity

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

The Sub-recipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2. Access to Records

The Sub-recipient 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 City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

The Sub-recipient 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 office, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

5. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs II.A., Civil Rights, and B., Equal

Opportunity, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or contractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient 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 Sub-recipient 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 USC 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 Sub-recipient agrees to comply with the Copeland Anti-Kickback Act (18 USC 874 *et seq.*) and its implementing regulations of the US Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Sub-recipient 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 City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient 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 City, the Sub-recipient and any of the Sub-recipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Sub-recipient and any of the Sub-recipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient 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 USC 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 Sub-recipient 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 Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the City 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 City.

2. Subcontracts

a) Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such Agreement.

b) Monitoring

The Sub-recipient 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 Sub-recipient 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 Sub-recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.
- 3. Hatch Act
The Sub-recipient agrees that no funds provided, nor personnel employed under this contract, 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 USC.
- 4. Conflict of Interest
The Sub-recipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:
 - a) The Sub-recipient 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 Sub-recipient 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 person 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 Sub-recipient, the City, or any designated public agency.
- 5. Lobbying
The Sub-recipient 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, USC. 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 City 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 Sub-recipient 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.

III. Environmental Conditions

A. Air and Water

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

- Clean Air Act, 42 USC, 7401 *et seq.*
- Federal Water Pollution Control Act, as amended, 33 USC, 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 Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-recipient 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 Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

ATTACHMENT C: SAMPLE REPORT FORM

QUARTERLY/FINAL REPORT
CITY OF GOSHEN

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Program Year 2020: July 1, 2020 through June 30, 2021
Report Due with Each Claim Submitted or a Minimum of
October 5, 2020, January 5, 2021, April 5, 2021, and June 3, 2021
Final Report Due with Claim for final payment

Organization: _____

Date of Report: _____

For Period: _____

Submitted by (Print name with title): _____

Signature: _____

CDBG Claim Amount: _____

Briefly describe project activities/accomplishments in reporting period: _____

Matching Funds and In-kind Contributions used with CDBG Grant (**amount and source**): _____

Total number of beneficiaries: _____

Number of beneficiaries by race:

White (11): _____

Black/African American (12): _____

Asian (13): _____

American Indian (14): _____

Multi-Racial (20) _____

Other (please specify): _____

Total: _____

Number of beneficiaries by Hispanic Origin: _____

ATTACHMENT D

City of Goshen Weekly Payment Procedures for CDBG Claims
Updated/Effective December 8, 2014
Changes in Bold

Thursday NOON	Deadline to submit claims to CDBG Administrator for processing the following week
Friday	CDBG Administrator Review of Claim: Incomplete claims will be held until all required information is received
Monday (Week 1)	CDBG Administrator Reporting in HUD's online system for each claim (required before a claim may be processed)
Tuesday AM Tuesday PM	First drawdown authorization by CDBG Administrator Voucher submitted by CDBG Administrator to Clerk Treasurer's Office
Wednesday Wednesday, 3pm	Second drawdown authorization by Clerk Treasurer's Office Deadline for claim to be processed by Clerk Treasurer's Office for Board of Works
Monday (Week 2)	Claim approved and signed by Board of Works – all CDBG vouchers must be hand-signed by BOW members
Tuesday	Check written by Clerk Treasurer's Office

CITY OF GOSHEN
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FOR OWNER-OCCUPIED HOUSING REHABILITATION
Program Year 2020: July 1, 2020-June 30, 2021

This Housing Rehabilitation Agreement (the “Agreement”) is entered into by and between the City of Goshen, Indiana (the “City”) and LaCasa, Inc. (the “Sub-Recipient”), an Indiana not-for-profit corporation, as of this 13th day of July 2020.

WITNESSETH:

WHEREAS, such CDBG Owner-Occupied Rehabilitation grant will be funded through the entitlement city’s Community Development Block Grant (“CDBG”) program established under Title I of the Housing and Community Development Act of 1974, as amended, and the rules, regulations, policy memoranda and other authority thereunder (collectively, the “Act”) and administered by the City of Goshen.

WHEREAS, City has requested the assistance of the Sub-Recipient to administer the Owner-Occupied Rehabilitation portion of the CDBG program in order to carry out the proposed program;

WHEREAS, the Act contains certain requirements regarding the use of funds to fulfill a “national objective,” as defined in the Act;

WHEREAS, the national objective to be fulfilled by the City’s use of its CDBG program is the rehabilitation of single-family, owner-occupied housing by the Sub-Recipient for low and moderate (“Low and Moderate”) income families. Low and Moderate income families are defined in the Act and the income ranges are provided in Exhibit A, subject to new income limits when released;

WHEREAS, the Act requires that the Sub-Recipient demonstrate its intent to rehabilitate such housing for Low and Moderate income families;

WHEREAS, the Act prohibits discrimination under any program or activity funded with CDBG moneys on the basis of race, color, national origin, sex, age, or handicap; additionally, the Act prohibits discrimination in housing programs and activities funded with CDBG on the basis of sexual orientation, gender identity or marital status;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and Sub-Recipient agree as follows:

1. Sub-recipient Designation and Administration of Grant. City hereby designates and Sub-Recipient hereby agrees to serve as a sub-recipient for the Owner-Occupied Rehabilitation portion of the CDBG program and to administer such portion in accordance with this Agreement and the Act.

2. Scope of Services. Sub-Recipient agrees to perform the services under this Agreement as specified in the attached Exhibits A and B that are hereby incorporated by reference. In performing such services, Sub-Recipient agrees:

(a) To obtain all federal, state, and local government approvals, permits, licenses, and review required by law to be obtained for the performance of the rehabilitation services under this Agreement.

(b) To comply with all applicable, federal, state, and local laws and regulations pertaining to the performance of the rehabilitation work under this Agreement.

(c) To submit to the City any and all documents demonstrating compliance with all federal and state rules and regulations. Such demonstrations will be provided at the request of the City. City’s failure to request any supporting documentation, however, shall not excuse any failure on the part of Sub-Recipient to have complied with the applicable federal and state rules and regulations.

(d) To file claims on a timely basis with the City for the release of funds from the grant for reimbursement of the direct costs incurred under the program. All claims will be accompanied by verification of all costs incurred. Copies of the following documents must be on file with the City in order to process a claim: signed loan approval with income verification; cost estimate with construction details and costs; SHPO approval; title search and deed; signed agreement with property owner; recorded lien/grant/mortgage; claim for payment; invoices supporting claim amount.

(e) Claims will be limited to the sum of One Hundred Sixteen Thousand Twenty-nine Dollars (\$116,029.00) for the rehabilitation project. This amount includes miscellaneous project expenses which will be incurred by the City (e.g., professional services). The maximum CDBG contribution per owner-occupied project shall not exceed Ten Thousand Dollars (\$10,000). Single projects One Thousand Five Hundred Dollars (\$1,500.00) or less may be funded to meet the needs of low and moderate income families without lien or grant restrictions, up to a maximum total of Six Thousand Dollars (\$6,000.00) in the current project year. Sub-Recipient may spend an additional up to 20% of the claimed hard project costs for direct project administration. Project administration includes but is not limited to the following activities:

1. Property appraisal;
2. Home maintenance training;
3. Family financial budgeting;
4. Accounting activities related to managing the program;
5. Preparation of required documents.

Project administration costs are not applied to the loans or liens charged against the property owner. Any changes or adjustments in these funding limitations shall require the prior approval of the City by contract amendment approved by the Goshen City Board of Works.

(f) That all contracts and services and other procurement of materials, services, or construction shall be carried out in compliance with applicable laws and regulations, including but not limited to, those listed in Exhibit E.

(g) That all federal fair housing and other requirements stated in the CDBG program shall be met when performing the rehabilitation services under this Agreement.

(h) That City and Federal officials and representatives will have access to all books, accounts, records, reports, files, and other papers, things or property pertaining to the project in order to make audits, examinations, excerpts, and transcripts.

(i) To assist any or all of the City's personnel or agencies, designated by the City by contract or resolution or other written document, regarding the implementation of this Agreement, and such designated personnel and agencies shall provide information and cooperation to the Sub-Recipient to the extent provided in this Agreement and other contracts, resolutions, or written agreements.

(j) To provide any and all information as requested by the City to fulfill the requirements of the Federal Subaward Reporting System (FSRS). This includes having a DUNS # and maintaining a current and accurate Central Contractor Registration (CCR) account.

3. Release of Funds. The City agrees to release funds from the CDBG program for direct costs incurred by the Sub-Recipient as funds are requested by Sub-Recipient in accordance with City claim procedures as outlined in Exhibit F.

4. City Responsibilities. City agrees:

(a) To retain all Tier I environmental responsibilities and the responsibility for initiating any applicable inter-governmental review process. However, nothing in this Agreement shall be construed to create environmental responsibilities that do not otherwise exist.

(b) To file required paperwork and documents with the U.S. Department of Housing and Urban Development and any other necessary agencies on a timely basis with respect to the CDBG program and to pay properly submitted and documented claims of the Sub-Recipient on a timely basis.

5. Designation of Project Coordinators. For purposes of this Agreement, the Project Coordinator for the City shall be Rhonda Yoder, CDBG Director, City of Goshen. The Project Coordinator for the Sub-Recipient shall be Chris Kingsley, President, LaCasa, Inc. Communications pertaining to this Agreement shall be through the respective Project Coordinators for the City and Sub-Recipient.

6. Term of Agreement.

(a) The term of this Agreement shall run from and including the 1st day of July 2020 through and including the 30th day of June 2021. All of Sub-Recipient's claims to release funds from the CDBG program shall be submitted to the City no later than the day specified by the CDBG Administrator near the end of the contract period, approximately June 3, 2021, so that all claims can be paid within the contract year, except as needed to complete projects, including the associated reporting and paperwork, extending the term of the contract no longer than the end of calendar year 2021.

(b) When the CDBG Director is notified that CDBG funds are no longer available due to funding changes or lack of funding by the U.S. Department of Housing and Urban Development to support continuation of performance of the Agreement, the Agreement shall be canceled with not less than 30 days' notice to the Sub-Recipient from the City.

7. Audit Compliance. The Sub-recipient shall provide the amount of federal funds expended in the Sub-recipient's fiscal year, as requested by the City. If the Sub-recipient expends \$750,000 or more of federal funds in a fiscal year, an audit following 2 CFR 200.514 must be conducted and a copy of the audit submitted to the City for review, within 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period, whichever is earlier. Any findings related to CDBG must be cleared by the City.

8. CDBG Assets. Upon the expiration or termination of this Agreement, all CDBG-funded assets shall revert to the City to be disposed of in accordance with applicable federal rules, laws, and regulations governing the disposition of property, assets, and equipment purchased with federal funds.

9. Program Income. Sub-Recipient agrees that any Program Income as defined by the Act generated pursuant to this Agreement in the administration of the CDBG program shall be administered and handled as required by the Act and may be expended only upon the prior approval of the City.

10. Uniform Administrative Requirements. Sub-Recipient agrees to comply with applicable uniform administrative requirements, as described in 2 CFR Part 200.

11. Notice. All notices required or permitted under this Agreement shall be submitted in writing to the other party to this Agreement, and delivered personally or sent by regular first-class mail:

City of Goshen, Indiana
Attn: Rhonda Yoder, CDBG
204 E. Jefferson Street, Suite 4
Goshen, Indiana 46528

LaCasa, Inc.
Attn: Chris Kingsley
202 N. Cottage Avenue
Goshen, Indiana 46528

Or at such other place as the parties may designate in writing from time to time.

12. Conflict of Interest. The Sub-Recipient represents that none of its employees, officers, or directors presently have any interest, either direct or indirect, which would conflict in any manner with Sub-Recipient's performance or procurement under this Agreement, and that no person having such interest shall be appointed or employed by Sub-Recipient; except that which is disclosed in writing by the Sub-Recipient to the City.

13. Tax Exempt Status. Attached hereto as Exhibit G by this reference made a part hereof is a copy of

correspondence from the Internal Revenue Service dated the 28th day of January 2003 confirming the 501(c)(3) tax exempt status of the Sub-Recipient.

14. Default.

(a) Upon Sub-Recipient’s failure to comply with any of the terms and conditions contained within this Agreement or its failure to comply with the appropriate federal rules, laws, and regulations governing the administration of the CDBG funds, all rights inuring to the benefit of Sub-Recipient pursuant to this Agreement shall be suspended and this Agreement, shall be terminated upon delivery of written notice by the City. Furthermore, Sub-Recipient shall not be entitled to reimbursement from the City for any project in which Sub-Recipient is in default of its obligations imposed upon it pursuant to this Agreement, or is in violation of any federal rules, laws, or regulations governing the administration of CDBG funds. Upon City’s default under this Agreement, all rights inuring to the benefit of City pursuant to this Agreement shall be suspended and this Agreement shall be terminated upon delivery of written notice by Sub-Recipient.

(b) Upon default by a party to this Agreement, the non-defaulting party shall be entitled to recover its damages, penalties incurred, costs and expenses sustained, and reasonable attorney fees from the defaulting party in addition to the remedies provided in subparagraph (a) above. A party shall be in default under this Agreement in the event it violates or fails to comply with any of the terms and conditions contained within this Agreement or the applicable state and federal laws, rules, and regulations.

15. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however that no assignment shall be effective to relieve a party of any liability under this Agreement unless the other party has consented in writing to the assignment and agreed to the release of such liability. The City and Sub-Recipient hereby acknowledge receipt of a duly executed copy of this Agreement complete with all exhibits attached hereto.

IN WITNESS WHEREOF, the Sub-Recipient and the City have caused this Agreement to be executed by a duly authorized individual as of the date first above written.

SUB-RECIPIENT:

LACASA, INC.

By: _____
Chris Kingsley
President

ATTESTED:

By: _____

Printed: _____

Title: _____

CITY:

CITY OF GOSHEN, INDIANA BY
AND THROUGH THE MAYOR
OF THE CITY OF GOSHEN, INDIANA

By: _____
Jeremy P. Stutsman, Mayor

Exhibit A
OWNER-OCCUPIED REHABILITATION PROGRAM
CITY OF GOSHEN, INDIANA
 Effective as Revised November 7, 2011

The owner-occupied rehabilitation program is available for single-family, owner-occupied homes meeting the specified income requirements within the City of Goshen and is funded through the Community Development Block Grant (CDBG) program.

This is a mortgage loan program. A real estate mortgage will be added to the property. Applicants qualify with income limits set by HUD for Goshen, Indiana, as outlined in this exhibit.

DEFERRED PAYMENT LOAN

- Income between 0% and 80% of area median income
- No repayment until home is sold or otherwise vacated by recipient
- No interest
- Loan is secured by a mortgage
- Total amount is due when house is sold or no longer occupied by recipient

HUD Income Limits Effective April 1, 2020
 Goshen, Indiana
 FY 2020 Median Family Income \$70,200

	Income Limits							
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low Income	\$14,750	\$17,240	\$21,720	\$26,200	\$30,680	\$35,160	\$39,640	\$44,120
Very Low Income	\$24,600	\$28,100	\$31,600	\$35,100	\$37,950	\$40,750	\$43,550	\$46,350
Low Income	\$39,350	\$44,950	\$50,550	\$56,150	\$60,650	\$65,150	\$69,650	\$74,150

All households must have documented income eligibility, with records showing family size and annual income. Annual income must be documented as defined under the Section 8 Housing Assistance Payments program. Documentation must be kept on file for review as requested by the CDBG Administrator. Income of all adults living in the household must be combined and compared to the income limit for the number of persons living in the household.

Additionally, occupancy records must be maintained on race and ethnicity of the occupants and female-headed households.

EXHIBIT B

SCOPE OF SERVICES

- (a) To prepare and secure execution of agreements between LaCasa and the owner participants specifying the responsibilities of each party with regard to the project including the work to be performed and commitments made by LaCasa under this agreement.
- (b) To prepare, execute and record all lien/grant/mortgage agreements and to provide the original, recorded documents to the City.
- (c) To conduct Tier II Environmental Review for each of the houses selected for rehab, including preparing any necessary maps, preparing photo documentation for each property, contacting the local and county historians for review and comment, and preparing all narrative and documentation for DHPA Section 106 review.
- (d) To follow the repair guidelines outlined in Exhibit C of this document.
- (e) To maintain records adequate to identify and account for all costs pertaining to this agreement; to establish the eligibility of the household assisted under the program and such other records as may be required by statute, rule or regulations. These records shall be maintained for a period of four (4) years after project completion and shall be available to the City and authorized federal agencies.
- (f) Prepare project reports to be presented to the City detailing information on work performed. The information shall include location, determination of income, number of household members, the race and ethnicity of household members, before and after photographs of project, and a brief description of the work performed. The rehabilitation program process is described on Exhibit D.
- (g) Provide proof of complying with all rules and regulations involving rehabilitation work and Lead Based Paint requirements.
- (h) The maximum CDBG loan amount is Ten Thousand (\$10,000). Loans will be provided as a deferred loan with no interest to homeowners with incomes between 0% and 80% of area median income. All proceeds from loan repayment are considered program income and are to be returned to the City's CDBG program.

EXHIBIT C

Housing Policy Owner-Occupied Housing Improvement Priorities

In providing funding packages, Sub-Recipient places the following priorities on projects. If any items from the first two priorities are discovered in the initial inspection, they must be addressed in the funding package. The third and fourth priorities are given the second consideration. The fifth priority is given final consideration if the family is getting a loan; however, 2/3 of the funding package must be for priorities 1-4.

First Priorities include items which affect the safety and accessibility of the occupants.

1. Electrical systems
2. Heating systems
3. Gas lines
4. Modifications for handicap accessibility

Second Priorities include items which affect the structural integrity and energy efficiency of the house.

1. Roofs
2. Foundations
3. Plumbing leaks that damage the structure of the house.
4. Insulation

Third Priorities include items which affect the value of the neighborhood.

1. Roofs
2. Siding
3. Windows
4. Exterior Doors
5. Soffits and Gutters
6. Exterior Painting
7. Sidewalks
8. Driveways

Fourth Priorities include major systems which make the house more livable.

1. Heating
2. Plumbing
3. Electrical

Fifth Priorities include interior aesthetics.

1. Cabinets
2. Countertops
3. Floor coverings
4. Repairing/Replacing walls
5. Replacing Bathtubs and Toilets
6. General Remodeling

Exhibit D

Rehabilitation Program Process, LaCasa of Goshen, Inc.

1. Initial Intake – LaCasa
2. Applications and Eligibility Determinations – LaCasa
Income/Ownership/Historic Structure/Conflict of Interest/ Residency
3. Initial Inspection – Construction
4. Work Schedule with Owner – Construction Manager
5. Review Work Schedule with Owner – Construction Manager
6. Submit to SHPO – Construction Manager
7. Approval to Solicit Bids – HOC Director
8. Notice to Bidders – Construction Manager
9. Receipt of Bids – Construction Manager
10. Review/Tabulate Bids – Construction Manager
11. Determine Reasonableness/Feasibility – Construction Manager
12. Check Availability of Funds - CFO
13. Review Bids With Owner – Construction Manager
14. Prepare Recommendation re Contractor and Loan Terms – Construction Mgr and HOC Mgr
15. Contract Award/Loan Approval – Construction Manager and LaCasa Loan Committee
16. Grant Loan Approval – LaCasa Loan Committee
17. Prepare Contract Documents - Construction Manager
18. Prepare and Execute Contracts, Grant Agreements, Liens and Mortgages - Owner, Contractor, Construction Manager
19. Set-up Project Ledger – CFO
20. Notice To Proceed - Construction Manager
21. Request for Payment/Claim – Contractor and CFO
22. Construction Inspections - Building Department City of Goshen for all work requiring City permit. All other contract work by Construction Manager.
23. Approval of Progress Payments: Request for Payment - Construction Manager/CFO
24. Payment of Contractors – CFO
25. Change Orders - Contractor, Owner, Building Inspector, Construction Manager, President or Director of Housing (Board of Works, if scope of work deviates from Exhibit C)
26. Contractor Request for Final Payment/Final Claim: Warranties, Waivers of Lien. - Construction Manager/CFO
27. Final Inspections - Owner, Contractor, Construction Manager., President or Director of Housing
28. Final Payment - CFO

Exhibit E

I. Administrative Requirements

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 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 Sub-recipient shall administer its program in conformance with 2 CFR Part 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 Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the National Objective of the CDBG program of benefiting low/moderate income persons;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Sub-recipient 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 submission of the City'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 Sub-recipient 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 the City or their designees for review upon request.

4. Disclosure

The Sub-recipient 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 City's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service, and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Close-Outs

The Sub-recipient's obligation to the City 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 City), final close-out reports and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

6. Audits and Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems 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 Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Sub-recipient audits and, as applicable, 2 CFR Part 200.

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

D. Procurement

1. Compliance

The Sub-recipient shall comply with current City 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 provide herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

3. Travel

The Sub-recipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

II. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with all local and State of Indiana civil rights ordinances 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 (HCDA) 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 Sub-recipient 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 (PL 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 Sub-recipient 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 City and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, 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 Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Equal Opportunity

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

The Sub-recipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term “minority and female business enterprise” means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2. Access to Records

The Sub-recipient 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 City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

The Sub-recipient 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 office, advising the labor union or worker’s representative of the Sub-recipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

5. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs II.A., Civil Rights, and B., Equal Opportunity, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or contractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient 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 Sub-recipient 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 USC 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 Sub-recipient agrees to comply with the Copeland Anti-Kickback Act (18 USC 874 *et seq.*) and its implementing regulations of the US Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Sub-recipient 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 City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient 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 City, the Sub-recipient and any of the Sub-recipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Sub-recipient and any of the Sub-recipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient 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 USC 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 Sub-recipient 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 Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The Sub-recipient 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 Sub-recipient 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 Sub-recipient 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 Sub-recipient shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the City 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 City.

2. Subcontracts

a) Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such Agreement.

b) Monitoring

The Sub-recipient 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 Sub-recipient 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 Sub-recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this contract, 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 USC.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

- a) The Sub-recipient 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 Sub-recipient 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 person 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 Sub-recipient, the City, or any designated public agency.
5. Lobbying
- The Sub-recipient 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, USC. 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 City 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 Sub-recipient 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.

III. Environmental Conditions

- A. Air and Water
The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - Clean Air Act, 42 USC, 7401 *et seq.*
 - Federal Water Pollution Control Act, as amended, 33 USC, 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 Part 50, as amended.
- B. Flood Disaster Protection
In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-recipient 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 Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

IV. General Conditions

A. Responsibilities

The Grantee will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the Grantee does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR part 52.

Exhibit F

City of Goshen Weekly Payment Procedures for CDBG Claims Effective December 8, 2014

Thursday NOON	Deadline to submit claims to CDBG Administrator for processing the following week
Friday	CDBG Administrator Review of Claim: Incomplete claims will be held until all required information is received
Monday (Week 1)	CDBG Administrator Reporting in HUD's online system for each claim (required before a claim may be processed)
Tuesday AM Tuesday PM	First drawdown authorization by CDBG Administrator Voucher submitted by CDBG Administrator to Clerk Treasurer's Office
Wednesday Wednesday, 3pm	Second drawdown authorization by Clerk Treasurer's Office Deadline for claim to be processed by Clerk Treasurer's Office for Board of Works
Monday (Week 2)	Claim approved and signed by Board of Works – all CDBG vouchers must be hand-signed by BOW members
Tuesday	Check written by Clerk Treasurer's Office

Exhibit G

Internal Revenue Service
Director, Exempt Organizations
Rulings and Agreements

Department of the Treasury
P.O. Box 2508
Cincinnati, Ohio 45201

Date: **JAN 28 2003**

LaCasa of Goshen, Inc.
202 North Cottage Avenue
Goshen, IN 46256-3346

Person to Contact:
Thomas Kallman, ID# 31-07250
Contact Telephone Numbers:
877-829-5500 Phone Toll-Free
513-263-3756 FAX
Federal Identification Number:
35-1554538

Dear Sir or Madam:

This modifies our letter dated November 18, 1970. In that letter we determined that your organization is exempt under section 501(a) of the Internal Revenue Code, as an organization described in section 501(c)(3). We determined that you were not a private foundation within the meaning of section 509(a) of the Code because you were an organization described in sections 509(a)(1) and 170(b)(1)(A)(i) of the Code.

In your letter dated November 11, 2002, you requested classification as an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code. Based on the information you provided, we have determined that you meet the requirements for the requested foundation classification. Accordingly, we have granted your request and modified your foundation status to reflect an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

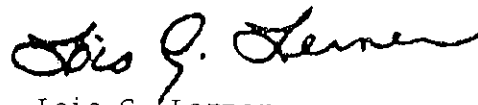
Your exempt status under section 501(a) of the Internal Revenue Code, as an organization described in section 501(c)(3) remains in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of such status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

Because this letter could help resolve any questions about your exempt status and/or foundation status, you should keep it with your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

cc: Randall M. Jacobs

**CITY OF GOSHEN
COMMUNITY DEVELOPMENT BLOCK GRANT
COMMUNITY BASED DEVELOPMENT ORGANIZATION (CBDO) AGREEMENT
MULTI UNIT HOUSING REHABILITATION
Program Year 2020: July 1, 2020-June 30, 2021**

This Housing Rehabilitation Agreement (the “Agreement”) is entered into by and between the City of Goshen, Indiana (the “City”) and Lacasa, Inc. (the “CBDO”), an Indiana not-for-profit corporation, as of this 13th day of July 2020.

WITNESSETH:

WHEREAS, such Housing Rehabilitation grant will be funded through the entitlement city’s Community Development Block Grant program (“CDBG Program”) established under Title I of the Housing and Community Development Act of 1974, as amended, and the rules, regulations, policy memoranda and other authority thereunder (collectively, the “Act”) and administered by the City.

WHEREAS, the City has requested the assistance of the CBDO to administer the Multi-unit Housing Rehabilitation portion (the “Project”) of the CDBG Program;

WHEREAS, the Act contains certain requirements regarding the use of funds to fulfill a “national objective,” as defined in the Act;

WHEREAS, the national objective to be fulfilled by the City’s use of its CDBG Program is the rehabilitation of multi-unit, renter-occupied housing by the CBDO for low and moderate (“Low and Moderate”) income families. Low and Moderate income families are defined in the Act, and the income ranges and rent limits will be as established for the HOME Program, as published annually by Indiana Housing & Community Development Authority, with a separate Lien and Restrictive Covenant Agreement required to be executed and recorded for each individual multi-unit property receiving CDBG assistance;

WHEREAS, the Act requires that the CBDO demonstrate its intent to rehabilitate such housing for Low and Moderate income families;

WHEREAS, the Act prohibits discrimination under any program or activity funded with CDBG moneys on the basis of race, color, national origin, sex, age, or handicap; additionally, the Act prohibits discrimination in housing programs and activities funded with CDBG on the basis of sexual orientation, gender identity or marital status;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and CBDO agree as follows:

1. **CBDO Designation and Administration of Grant.** City hereby designates and CBDO hereby agrees to serve as a CBDO for the Multi-unit Housing Rehabilitation portion (the “Project”) of the CDBG Program and to administer the Project in accordance with this Agreement and the Act.
2. **Scope of Services.** CBDO agrees to perform the services under this Agreement as outlined in the attached Exhibit A that is hereby incorporated by reference. In performing such services, CBDO agrees:
 - (a) To obtain all federal, state, and local government approvals, permits, licenses, and review required by law to be obtained for the performance of the rehabilitation work under this Agreement.
 - (b) To comply with all applicable, federal, state, and local laws and regulations pertaining to the performance of the rehabilitation work under this Agreement.

- (c) To conduct Tier II Environmental Review for each multi-unit property selected for rehabilitation, including preparing any necessary maps, preparing photo documentation for each property, contacting the local and county historians for review and comment, and preparing all narrative and documentation for DHPA Section 106 review.
 - (d) To submit to the City any and all documents demonstrating compliance with all federal and state rules and regulations. Such demonstrations will be provided at the request of the City. City's failure to request any supporting documentation, however, shall not excuse any failure on the part of CBDO to have complied with the applicable federal and state rules and regulations.
 - (e) To file claims on a timely basis with the City for the release of funds from the CDBG Program for reimbursement of the direct costs and program delivery costs incurred under the Project. All claims will be accompanied by verification of all costs incurred. Copies of the following documents must be on file with the City in order to process a claim: cost estimate with construction details and costs; claim for payment; invoices supporting claim amount.
 - (f) Claims will be limited to the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the Project. Program delivery costs are limited to a maximum of twenty five percent (25%) of direct costs, and shall not exceed Fifty Thousand Dollars (\$50,000.00).
 - (g) That all contracts and services and other procurement of materials, services, or construction shall be carried out in compliance with applicable laws and regulations, including but not limited to, those listed in Exhibit B.
 - (h) Provide proof of complying with all rules and regulations involving the rehabilitation work and Lead Based Paint requirements.
 - (i) That all federal fair housing and other requirements stated in the CDBG Program shall be met when performing the rehabilitation work under this Agreement.
 - (j) To maintain records adequate to identify and account for all costs pertaining to this agreement; to establish the eligibility of the household assisted under the program and such other records as may be required by statute, rule or regulations. These records shall be maintained for a period of four (4) years after project completion and shall be available to the City and authorized federal agencies.
 - (k) That City and Federal officials and representatives will have access to all books, accounts, records, reports, files, and other papers, things or property pertaining to the project in order to make audits, examinations, excerpts, and transcripts.
 - (l) To assist any or all of the City's personnel or agencies, designated by the City by contract or resolution or other written document, regarding the implementation of this Agreement, and such designated personnel and agencies shall provide information and cooperation to the CBDO to the extent provided in this Agreement and other contracts, resolutions, or written agreements.
 - (m) To provide any and all information as requested by the City to fulfill the requirements of the Federal Subaward Reporting System (FSRS). This includes having a DUNS # and maintaining a current and accurate Central Contractor Registration (CCR) account.
3. Release of Funds. The City agrees to release funds from the CDBG Program for direct costs and program delivery costs incurred by the CBDO as funds are requested by CBDO in accordance with City claim procedures as outlined in Exhibit C.
4. City Responsibilities. City agrees:

- (a) To retain all Tier I environmental responsibilities and the responsibility for initiating any applicable inter-governmental review process. However, nothing in this Agreement shall be construed to create environmental responsibilities that do not otherwise exist.
 - (b) To file required paperwork and documents with the U.S. Department of Housing and Urban Development and any other necessary agencies on a timely basis with respect to the CDBG Program and to pay properly submitted and documented claims of the CBDO on a timely basis.
5. Designation of Project Coordinators. For purposes of this Agreement, the Project Coordinator for the City shall be Rhonda Yoder, CDBG Administrator, City of Goshen. The Project Coordinator for the CBDO shall be Chris Kingsley, President, Lacasa, Inc. Communications pertaining to this Agreement shall be through the respective Project Coordinators for the City and CBDO.
6. Term of Agreement.
- (a) The term of this Agreement shall run from and including the 1st day of July 2020 through and including the 30th day of June 2021. All of CBDO's claims to release funds from the CDBG Program shall be submitted to the City no later than the day specified by the CDBG Administrator near the end of the contract period, approximately June 3, 2021, so that all claims can be paid within the contract year, except as needed to complete projects, including the associated reporting and paperwork, extending the term of the contract no longer than the end of calendar year 2021.
 - (b) When the CDBG Administrator is notified that CDBG funds are no longer available due to funding changes or lack of funding by the U.S. Department of Housing and Urban Development to support continuation of performance of the Agreement, the Agreement shall be canceled with not less than 30 days' notice to the CBDO from the City.
7. Audit Compliance. The CBDO shall provide the amount of federal funds expended in the CBDO's fiscal year, as requested by the City. If the CBDO expends \$750,000 or more of federal funds in a fiscal year, an audit following 2 CFR 200.514 must be conducted and a copy of the audit submitted to the City for review, within 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period, whichever is earlier. Any findings related to CDBG must be cleared by the City.
8. Uniform Administrative Requirements. CBDO agrees to comply with applicable uniform administrative requirements, as described in 2 CFR Part 200.
9. Notice. All notices required or permitted under this Agreement shall be submitted in writing to the other party to this Agreement, and delivered personally or sent by regular first-class mail:

City of Goshen, Indiana
 Attn: Rhonda Yoder, CDBG
 204 E. Jefferson Street, Suite 4
 Goshen, Indiana 46528

Lacasa, Inc.
 Attn: Chris Kingsley
 202 N. Cottage Avenue
 Goshen, Indiana 46528

Or at such other place as the parties may designate in writing from time to time.

10. Conflict of Interest. The CBDO represents that none of its employees, officers, or directors presently have any interest, either direct or indirect, which would conflict in any manner with CBDO's performance or procurement under this Agreement, and that no person having such interest shall be appointed or employed by CBDO; except that which is disclosed in writing by the CBDO to the City.
11. CBDO Status: Attached hereto as Exhibit D by this reference made a part hereof is a copy of correspondence from the City dated the 13th day of April 2020 designating Lacasa, Inc., as a CBDO.

12. Tax Exempt Status. Attached hereto as Exhibit E by this reference made a part hereof is a copy of correspondence from the Internal Revenue Service dated the 28th day of January 2003 confirming the 501(c)(3) tax exempt status of the CBDO.

13. Default.

(a) Upon CBDO's failure to comply with any of the terms and conditions contained within this Agreement or its failure to comply with the appropriate federal rules, laws, and regulations governing the administration of the CDBG funds, all rights inuring to the benefit of CBDO pursuant to this Agreement shall be suspended and this Agreement, shall be terminated upon delivery of written notice by the City. Furthermore, CBDO shall not be entitled to reimbursement from the City for any project in which CBDO is in default of its obligations imposed upon it pursuant to this Agreement, or is in violation of any federal rules, laws, or regulations governing the administration of CDBG funds. Upon City's default under this Agreement, all rights inuring to the benefit of City pursuant to this Agreement shall be suspended and this Agreement shall be terminated upon delivery of written notice by CBDO.

(b) Upon default by a party to this Agreement, the non-defaulting party shall be entitled to recover its damages, penalties incurred, costs and expenses sustained, and reasonable attorney fees from the defaulting party in addition to the remedies provided in subparagraph (a) above. A party shall be in default under this Agreement in the event it violates or fails to comply with any of the terms and conditions contained within this Agreement or the applicable state and federal laws, rules, and regulations.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however that no assignment shall be effective to relieve a party of any liability under this Agreement unless the other party has consented in writing to the assignment and agreed to the release of such liability. The City and CBDO hereby acknowledge receipt of a duly executed copy of this Agreement complete with all exhibits attached hereto.

IN WITNESS WHEREOF, the CBDO and the City have caused this Agreement to be executed by a duly authorized individual as of the date first above written.

CBDO: LACASA, INC.

By: _____
Chris Kingsley
President

ATTESTED:

By: _____

Printed: _____

Title: _____

CITY:

CITY OF GOSHEN, INDIANA BY
AND THROUGH THE MAYOR
OF THE CITY OF GOSHEN, INDIANA

By: _____
Jeremy P. Stutsman, Mayor

2020 CDBG PROPOSAL

Lacasa is proposing to install a solar array on the roof of the Hawks Building, 215 W Madison St, Goshen, IN. This 35 unit building was rehabbed in 2015 and provides 35 units of affordable housing to the Goshen community. The building utilizes an air-source heat-pump system to provide heating and cooling. This is a very efficient system environment-wise. But electricity is more expensive than natural gas as a fuel source, so the cost to heat, cool and operate the building is a major expense. The best way to lower this major expense is by off-setting the purchase of electricity through on-site generation.

Because the Hawks Building is 35 housing units and CDBG funds are the proposed funding source, this project will be subject to Davis-Bacon and Related Acts and the Federal Environmental Review Process. We will work with the City of Goshen to ensure that Lacasa and the procured contractor (more detail below) follows all Federal and City regulations pertaining to Davis-Bacon projects. Further, Lacasa commits to acquiring Section 106 clearance for the project.

Based upon similar projects Lacasa has undertaken, as well as project specific due-diligence related to the Hawks Building, Lacasa anticipates installing approximately 240 high-density solar panels, which will feed inverters inside the electrical equipment room. We will incorporate the newest and most-efficient, American-made, solar panels and inverters. A 90kW system would offset approximately 30% of the electricity used by the building over the course of a year – helping to lower the operating costs of the building by approximately \$16,500 per year!

TIMELINE

July 6 2020	Send out RFPs to local Solar Installers
July 24	Select Solar Contractor
July 27	Sign Installation Contract – Panels Ordered from Supplier
August 3 – October 30	Installation of Solar Array (The installation timeline may have to be extended depending upon contractor’s backlog of projects.)
January 2021	Grant Closeout (Could be as late as May/June 2021 if installation is in spring.)

BUDGET

Sources:	\$250,000 in CDBG funds from the City of Goshen
Uses:	\$200,000 Solar Array Installation Contract \$50,000 Program Delivery (project management, DB compliance, procurement)

PROCUREMENT

Due to the required combination of design and installation in this type of solar project – Lacasa intends to utilize the Request For Proposals procurement method. We will send the RFP to not less than 3 local and/or regional full service solar installation firms. A contractor will be selected after grading each proposal on proposed electricity savings, system cost, warranty and quality of the proposed products, efficiency of design, familiarity with Davis-Bacon wage requirements, and disruption to the building – specifically the method of securing the panels to the roof. This procurement process will be carried out by Brad Hunsberger - VP for Real Estate Development, Alan Greaser – VP for Asset Management, and Aaron Lehman – Housing Development Manager. Brad and Alan oversaw the rehab work of converting the Hawks Building into affordable housing and know the building better than anyone. All three team members worked together on installing solar on the roof of the Shoots Building in downtown Goshen in 2019.

Exhibit B

I. Administrative Requirements

A. Financial Management

1. Accounting Standards

The CBDO agrees to comply with 2 CFR Part 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 CBDO shall administer its program in conformance with 2 CFR Part 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 CBDO shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the National Objective of the CDBG program of benefiting low/moderate income persons;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The CBDO 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 submission of the City'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 CBDO 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 the City or their designees for review upon request.

4. Disclosure

The CBDO 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 City's or CBDO's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service, and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Close-Outs

The CBDO's obligation to the City 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, final close-out reports and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the CBDO has control over CDBG funds.

6. Audits and Inspections

All CBDO records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems 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 CBDO within 30 days after receipt by the CBDO. Failure of the CBDO to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The CBDO hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning CBDO audits and, as applicable, 2 CFR Part 200.

C. Reporting and Payment Procedures

1. Indirect Costs

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

2. Payment Procedures

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

D. Procurement

1. OMB Standards

Unless specified otherwise within this Agreement, the CBDO shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

2. Travel

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

II. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The CBDO agrees to comply with all local and State of Indiana civil rights ordinances 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 (HCDA) 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 CBDO 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 (PL 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 CBDO 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 City and the United States are beneficiaries of and entitled to enforce such covenants. The CBDO, 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 CBDO agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the CBDO with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Equal Opportunity

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

The CBDO will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term “minority and female business enterprise” means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The CBDO may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2. Access to Records

The CBDO 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 City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

The CBDO 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 office, advising the labor union or worker’s representative of the CBDO’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

5. Subcontract Provisions

The CBDO will include the provisions of Paragraphs II.A., Civil Rights, and B., Equal Opportunity, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or contractors.

C. Employment Restrictions

1. Prohibited Activity

The CBDO 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 CBDO 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 USC 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 CBDO agrees to comply with the Copeland Anti-Kickback Act (18 USC 874 *et seq.*) and its implementing regulations of the US Department of Labor at 29 CFR Part 5. The CBDO shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The CBDO 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 City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the CBDO of its

obligation, if any, to require payment of the higher wage. The CBDO 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 City, the CBDO and any of the CBDO's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the CBDO and any of the CBDO's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The CBDO certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

b) Notifications

The CBDO 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 CBDO 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 CBDO 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 CBDO shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the CBDO from the City 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 City.

2. Subcontracts

a) Approvals

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

b) Monitoring

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

3. Hatch Act

The CBDO agrees that no funds provided, nor personnel employed under this contract, 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 USC.

4. Conflict of Interest

The CBDO agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

a) The CBDO 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 CBDO 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 person 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 CBDO, the City, or any designated public agency.

5. Lobbying

The CBDO 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, USC. 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 City 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 CBDO 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.

III. Environmental Conditions

- A. Air and Water
The CBDO agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - Clean Air Act, 42 USC, 7401 *et seq.*
 - Federal Water Pollution Control Act, as amended, 33 USC, 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 Part 50, as amended.
- B. Flood Disaster Protection
In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the CBDO 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 CBDO agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- D. Historic Preservation
The CBDO agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

IV. General Conditions

A. Responsibilities

The Grantee will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the Grantee does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR part 52.

Exhibit C

City of Goshen Weekly Payment Procedures for CDBG Claims Effective December 8, 2014

Thursday NOON	Deadline to submit claims to CDBG Administrator for processing the following week
Friday	CDBG Administrator Review of Claim: Incomplete claims will be held until all required information is received
Monday (Week 1)	CDBG Administrator Reporting in HUD's online system for each claim (required before a claim may be processed)
Tuesday AM Tuesday PM	First drawdown authorization by CDBG Administrator Voucher submitted by CDBG Administrator to Clerk Treasurer's Office
Wednesday Wednesday, 3pm	Second drawdown authorization by Clerk Treasurer's Office Deadline for claim to be processed by Clerk Treasurer's Office for Board of Works
Monday (Week 2)	Claim approved and signed by Board of Works – all CDBG vouchers must be hand-signed by BOW members
Tuesday	Check written by Clerk Treasurer's Office



Exhibit D

Rhonda L. Yoder, AICP
CDBG Program, CITY OF GOSHEN
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185
rhodayoder@goshencity.com • www.goshenindiana.org

VIA ELECTRONIC MAIL

April 13, 2020

Lacasa
Chris Kingsley, President/CEO
202 N. Cottage Avenue
Goshen, IN 46528

RE: Community Based Development Organization (CBDO) Designation

Dear Chris:

The City of Goshen CDBG Program is pleased to inform you that the City of Goshen CDBG Program has designated Lacasa as a Community Based Development Organization (CBDO) for CDBG Program Year 2020 (July 1, 2020 – June 30, 2021).

As a result of this designation, Lacasa is eligible to receive CDBG funding to carry out special CBDO activities which may include the following types of projects: Neighborhood Revitalization, Community Economic Development, and Energy Conservation.

For Program Year 2020, the following activities have received tentative approval for CDBG funding:

- Multi-unit Housing Rehabilitation, 410 E Jefferson Street, up to \$122,000
- Energy Conservation, Multi-unit Housing, 215 W Madison Street, up to \$250,000

CDBG funding for CBDO activities will be a secondary funding source, used with HOME and/or LIHTC. Rents will follow the rents required by the primary funding source, typically HOME and/or LIHTC, as set by IHCD. CDBG will require a concurrent five-year affordability period for all CBDO housing projects.

Please let me know if there are questions.

Sincerely,

A handwritten signature in black ink that reads "Rhonda Yoder".

Rhonda Yoder
CDBG Administrator

cc: Jim Davis, Chief Operating Officer
Brad Hunsberger, VP Real Estate Development

Exhibit E

Internal Revenue Service
Director, Exempt Organizations
Rulings and Agreements

Department of the Treasury
P.O. Box 2508
Cincinnati, Ohio 45201

Date: **JAN 28 2003**

LaCasa of Goshen, Inc.
202 North Cottage Avenue
Goshen, IN 46256-3346

Person to Contact:
Thomas Kallman, ID# 31-07250
Contact Telephone Numbers:
877-829-5500 Phone Toll-Free
513-263-3756 FAX
Federal Identification Number:
35-1554538

Dear Sir or Madam:

This modifies our letter dated November 18, 1970. In that letter we determined that your organization is exempt under section 501(a) of the Internal Revenue Code, as an organization described in section 501(c)(3). We determined that you were not a private foundation within the meaning of section 509(a) of the Code because you were an organization described in sections 509(a)(1) and 170(b)(1)(A)(i) of the Code.

In your letter dated November 11, 2002, you requested classification as an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code. Based on the information you provided, we have determined that you meet the requirements for the requested foundation classification. Accordingly, we have granted your request and modified your foundation status to reflect an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

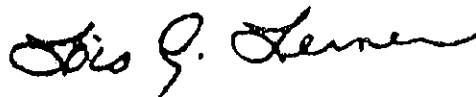
Your exempt status under section 501(a) of the Internal Revenue Code, as an organization described in section 501(c)(3) remains in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of such status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

Because this letter could help resolve any questions about your exempt status and/or foundation status, you should keep it with your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

cc: Randall M. Jacobs



**Legal Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

July 13, 2020

To: Board of Public Works and Safety
From: Keitha Windsor
Subject: Agreement with Bortrager Enterprises Inc.

The City wishes to contract with Bortrager Enterprises Inc. to replace the roofs on the 5 buildings at 1513 Eisenhower Drive.

Work on the project shall be completed within 45 days from receipt of a notice to proceed and the total cost for all work is \$29,340.00

Suggested motion: Move to enter into an agreement with Bortrager Enterprises Inc. to replace the roof at 1513 Eisenhower Drive at a cost of \$29,340.00 with work to be completed within 45 days from receipt of a notice to proceed.

AGREEMENT

Roof Replacement at 1513 Eisenhower Drive

THIS AGREEMENT is entered into on this ____ day of _____, 2020, between Borntrager Enterprises Inc., hereinafter referred to as “Contractor”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to replace the roof at 1513 Eisenhower Drive.

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the Duro-Last roof replacement at 1513 Eisenhower Drive, buildings A, B, 1, 2 and 3 (identified in Exhibit A) as described in further detail below.

Contractor shall:

1. Remove and dispose of existing roofing and debris.
2. Install .050 white Duro-Tuff single-ply roofing membrane over 3.5" (R-20.5) rigid Isocyanurate insulation board mechanically fastened to existing deck per manufacturer's specifications and details.
3. Install white Dura-Last flashing on all parapet walls terminated at top outer edge.
4. Install termination bars, accessories and install Duro-Last pre-fabricated flashings on all vent stacks, curbs, drains and other penetrations as needed.
5. Install 24-gauge prefinished Kynar metal coping around exterior perimeter of roofs A & B.
6. Install 4" 24-gauge prefinished Kynar metal fascia around exterior perimeter of roofs 1, 2 & 3.

Contractor shall install the roofing per the manufacturer's requirements and all prefinished Kynar metal shall match existing color.

Contractor shall warrant all workmanship and materials for a fifteen (15) year non-prorated manufacturer's warranty.

Contractor shall be responsible for the proper removal and disposal of all material, scrap and debris from the site and shall assume and pay any applicable fees and charges for such disposal. Contractor shall not abandon or dispose of any materials or debris except in accordance with all applicable local, state and federal laws.

Once the contractor mobilizes onto the project, progressive work effort shall be maintained to complete the work on or before the identified contract deadline. Contractor shall not redirect staff and/or essential equipment to other projects nor leave the City's contract work idle for a period longer than 5 workdays without prior written authorization from the City. The City recognizes there will be transition periods between scheduled activities, but the City and public should not experience prolonged absences of project's progress.

Contractor shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

TERM OF THE AGREEMENT

This Agreement shall become effective on the date of execution and approval by both parties. Contractor acknowledges that time is of the essence and that the timely performance of its work is an important element of this Agreement. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Contractor’s work on the project shall begin as soon as practical after receiving a notice to proceed from the City and shall be completed within forty-five (45) calendar days from receipt of a notice to proceed.

COMPENSATION

The City agrees to compensate Contractor for the services in this agreement in accordance with Contractor’s quoted fee as set forth in the table below for the amount of Twenty-nine Thousand Three Hundred Forty Dollars (\$29,340.00).

Remove and replace existing roof	\$28,790.00
Install gutter and downspout on building #2	<u>\$550.00</u>
	\$29,340.00

Payment(s) to Contractor for work rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of Contractor has been attained. Contractor is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City’s receipt of the detailed invoice from Contractor. Payment is deemed to be made on the date of mailing the check.

INDEPENDENT CONTRACTOR

Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of Contractor.

NON-DISCRIMINATION

Contractor agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor agrees that Contractor or any subcontractors, or any other person acting on behalf of Contractor or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to said employee’s hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of the employee’s or applicant’s race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its agents, officers, and employees from any and all liability, obligations, claims actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of their officers, agents, officials, and employees, during the performance of work under this Agreement with the City of Goshen. Such indemnity shall include attorney’s fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

INSURANCE

Prior to commencing work, Contractor shall furnish the City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include the City of Goshen as an additional insured for Employer’s Liability, General Liability and Automobile Liability coverage.

Contractor shall at least include the following types of insurance with the following minimum limits of liability:

Workers Compensation & Employer’s Liability	Statutory Limits
General Liability	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and \$2,000,000 Aggregate
Professional Liability	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and Aggregate
Automobile Liability.....	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and Aggregate

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

BREACH

It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this Agreement or fails to fulfill any warranty, and Contractor is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Contractor of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Contractor shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Contractor expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Contractor, Contractor is liable to reimburse the City for such costs.

If Contractor fails to perform the work or comply with the provisions of this Agreement, then Contractor may be considered in default.

Contractor may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Agreement.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work under the Agreement.
- (7) The Agreement or any right, monies or claims are assigned by Contractor without the consent of the City.

TERMINATION

The parties may terminate this Agreement under any of the following conditions:

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, the City may issue a written notice of default and provide a period of time in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

ASSIGNMENT

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

MODIFICATIONS

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of work, completion of work and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in the Agreement. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

City of Goshen
Attention: Legal Department
204 East Jefferson St.
Goshen, IN 46528

Address for notices to Contractor:

Borntrager Enterprises Inc.
Attention: Ryan Borntrager
1715 E. Monroe Street
Goshen IN 46528

APPLICABLE LAWS

Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

MISCELLANEOUS

- A. Any provision of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.
- B. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- C. In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

Contractor shall require their subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City of a breach.

Contractor affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, if Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen Contractor certifies that Contractor has notified in writing both the

elected official of the City of Goshen and the City's legal department prior to entering into this contract that an elected official of the City of Goshen is a relative of an owner of Contractor.

SEVERABILITY

In the event that any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement.

BINDING EFFECT

All provisions, covenants, terms and conditions of this Agreement bind the parties and their legal heirs, representatives, successors and assigns.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between the City and Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

City of Goshen
Board of Public Works and Safety

Borntrager Enterprises Inc.

Jeremy P. Stutsman, Mayor

Ryan Borntrager, Commercial Sales

Mary Nichols, Member

Date: _____

Michael Landis, Member

Date: _____

EXHIBIT A

Roof Replacement at 1513 Eisenhower Drive



Exhibit A



**Engineering Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Engineering Department

RE: **TEMPORARY CLOSURE OF PARKING SPACES ON 6TH AND 7TH
(PN: STREETS BY NAME – 6TH STREET)**

DATE: July 13, 2020

The Engineering Department has been notified of complaints about an increase in the amount of speeding vehicles and cut-through traffic along 6th and 7th Streets between Lincoln and Madison as a result of the Main Street project. A request has also been received for the installation of additional stop signs to implement an all-way stop condition at the intersections of both 6th and 7th Streets with Jefferson and with Washington. In an effort to slow any speeding vehicles and to obtain the data necessary to assess the warrant for the all-way stop application, the Engineering Department is requesting approval to close parking spaces along 6th and 7th Streets for the temporary installation of the radar speed sign from July 14 through August 5. Several different installation locations will be utilized for portions of the duration and the typical installation will likely require the closure of two adjacent parallel parking spaces.

Requested Motion: Motion to approve the closure of parking spaces along 6th and 7th Streets for the temporary installation of the radar speed sign from July 14 through August 5.

**City of Goshen
Board of Works & Safety**

Jeremy Stutsman, Mayor

Mary Nichols, Board Member

Mike Landis, Board Member