



## **Board of Public Works & Safety and Stormwater Board**

Regular Meeting Agenda

**2:00 p.m. August 9, 2021**

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: August 2, 2021

Approval of Agenda

- 1) PD Hiring:
  - a) Kraig Raymond Caridine, Probationary Police Officer
- 2) Open Bids – Madison Street & College Avenue Reconstruction Project No. 2021-0016
- 3) Change Order No. 6 for East Goshen Water Main Replacement Project – Steury Avenue to Blackport Drive (JN: 2019-0037)
- 4) Approval of 2021 Community Development Block Grant (CDBG) Agreements
- 5) Unpaid Final Accounts
- 6) Request for Road Closure North 5<sup>th</sup> Street, between Walnut Street and East Wilden Avenue
- 7) Agreement with McCrite Milling & Construction Co., Inc.

Privilege of the Floor

Approval of Civil City and Utility Claims

*Adjournment*



## MINUTES of August 2, 2021 Regular Meeting

### Board of Public Works & Safety and Stormwater Board

Held 2:00 p.m. Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Chair Jeremy Stutsman, Member Mary Nichols, Member Mike Landis, Member Barb Swartley,  
Member DeWayne Riouse

Absent: None

Landis/Nichols moved to approve the minutes of July 26, 2021 as presented. Passed 5-0

Landis/Nichols moved to approve the agenda as submitted. Passed 5-0

#### Fire Department Hiring of Daniel J. Kurtz as a Probationary Firefighter

Fire Chief Danny Sink presented the packet memo.

Landis/Nichols moved to approve the hiring of Daniel J. Kurtz as a Probationary Firefighter for the Goshen Fire Department effective Monday, August 2, 2021. Passed 5-0

*Daniel J. Kurtz was sworn in by Mayor Stutsman.*

#### Fire Department Hiring of Timothy C. Perry as a Probationary Firefighter

Sink presented the packet memo.

Landis/Nichols moved to approve the hiring of Timothy C. Perry as a Probationary Firefighter for the Goshen Fire Department effective Monday, August 2, 2021. Passed 5-0

*Timothy C. Perry was sworn in by Mayor Stutsman.*

#### Fire Department Hiring of Michael L. Fairfield as a Probationary Firefighter

Sink presented the packet memo.

Landis/Nichols moved to approve the hiring of Michael L. Fairfield as a Probationary Firefighter for the Goshen Fire Department effective Monday, August 2, 2021. Passed 5-0



*Michael L. Fairfield was sworn in by Mayor Stutsman.*

Police Department Hiring of Paige E. Hershberger as a Probationary Patrol Officer

Chief of Police Jose' Miller presented the packet memo.

**Landis/Nichols moved to approve the hiring of Paige E. Hershberger as a Probationary Patrol Officer for the Goshen Police Department effective Monday, August 2, 2021. Passed 5-0**

*Paige Hershberger was sworn in by Mayor Stutsman.*

Police Department Hiring of Kaleb E. Rucker as a Probationary Patrol Officer

Miller presented the packet memo.

**Landis/Nichols moved to approve the hiring of Kaleb E. Rucker as a Probationary Patrol Officer for the Goshen Police Department effective Monday, August 2, 2021. Passed 5-0**

*Kaleb E. Ricker was sworn in by Mayor Stutsman.*

Police Department Resignation of Jonathon G. Fannin

Miller presented the packet memo.

**Landis/Nichols moved to approve and accept the resignation of Officer Jonathon G. Fannin from the Goshen Police Department retroactive to July 19, 2021. Passed 5-0**

Request for Street Closure: Goshen High School Marching Invitational

President of Goshen High School Band Booster Kristy Nissley presented the request.

**Landis/Nichols moved to approve the closure of Purl and 10<sup>th</sup> Street on Saturday, September 11, 2021 beginning at 1 p.m. to approximately 11 p.m. and to use the grassy area along Plymouth Street. Passed 5-0**



Request for Street Closure: WLEG-LP Radio

Mayor Stutsman presented the request.

Retired Civil Engineer David Copeda asked if there was a street closure fee and what additional cost of Fire and Police presence would be. Mayor Stutsman responded that there is no charge and Police and Fire would patrol as usual.

**Landis/Nichols moved to approve the street closure request of Main Street between Jefferson Street and Washington Street on Friday, September 17, 2021 from 3 p.m. to 11:30 p.m.**

Request for Street Closure: Historic Southside Neighborhood and Reduce Rates for Street Department Trailer

HSNA Chairperson Terri Wentz presented the request.

**Landis/Nichols moved to approve the street closure request at the 500-Block of 7<sup>th</sup> Street on Saturday, August 28, 2021 from 6 p.m. to 9:15 p.m. and reduced fees for the Street Department Trailer for the fall cleanup. Passed 5-0**

Agreement with Elkhart Township for Use of Quint Fire Truck

City Attorney Bodie Stegelmann presented the agreement.

**Landis/Nichols moved to approve the Agreement with Elkhart Township for the use of its Quint Ladder Fire Truck. Passed 5-0**

Agreement with US Army for Joint Training at City's Fire Training Facility

Stegelmann presented the packet memo.

Fire Chief of Training Steffen Schrock stated this was the first time the H.A.R.T. unit will be training in Goshen.

**Landis/Nichols moved to approve the Private Property Utilization Agreement with the United State Army, C Co-2 238<sup>th</sup> GSAB/Indiana H.A.R.T. unit to conduct training exercises at the City's training facility located on Caragana Court, and authorize Mayor Stutsman to sign on behalf of the Board of Public Works and Safety. Passed 5-0**



Agreement with Cripe Design LLC for Building Renovation/Expansion Study

Stegelmann presented the packet memo.

Mayor Stutsman stated the reason for the agreement was due to lack of space at the Police and Courts Building and went over possible ideas for a remodeled second floor at the City Annex Building.

**Landis/Nichols moved to approve the Agreement with Cripe Design, LLC for the study of a potential renovation of both City Annex Building and the Police/Courts Building. Passed 5-0**

Change Order No. 2 for Douglas, Reynolds, and 16<sup>th</sup> Street Project, JN: 2020-0017

Director of Public Works Dustin Sailor presented the packet memo.

Sailor added that with changes made, there is a possibility of substantial savings on the balance change order.

**Landis/Nichols moved to approve Change Order No. 2 for the Douglas, Reynolds, and 16<sup>th</sup> Street Project for an increase of \$15,740.00 and an additional one day. Passed 5-0**

Privilege of the Floor

Sailor presented a Road Closure Request on behalf of Phend and Brown (*Attached as Exhibit A*). Sailor explained the details of the closure and the impact to Fire and Police Department routes.

**Landis/Nichols moved to approve the closure of College Avenue between Lincolnway East and UD 33 and Oak Lane on Saturday, August 7, 2021 and Saturday, August 14, 2021, JN: 2016-0021. Passed 5-0**

Bruce Nethercutt clarified the dates given in Write Offs that were approved at the last Board of Public Works and Safety meeting. Stated the dates should have reflected through 2013.

Building Commissioner Order: 803 Arehart Street

*Building Department Planning and Zoning Inspector Travis Eash was sworn in by Mayor Stutsman.*

Eash stated that he has seen no progress or changes to the residence since November of 2019. Eash explained the violations listed on the first page of the Building Department Order. Eash also described what each picture entailed. (*Attached as Exhibit B*)



Eash added that the property owner is deceased and the home is now occupied by the owner's son, Greg Waddell. Eash stated it is the Building Department's recommendation to declare the property unsafe and demolished if no compliance is presented.

*Greg Waddell and David Copeda were sworn in by Mayor Stutsman.*

Waddell presented documentation from Elkhart County Clubhouse Director Rich Meyer that spoke to Waddell's membership with the Clubhouse and assistance that can be provided. (*Attached as Exhibit C*). Waddell added that he is currently in the process of transferring the property into his name.

Waddell added that he is currently living on the property, however he is showering and doing laundry elsewhere. Waddell stated he is sorting items into storage and plans on demolishing the garage himself. Waddell said he is currently employed and is only able to work on the residence on the weekends.

Copeda stated how he met Waddell and commented on his character. David stated he has not and has no intentions of viewing the residence but is concerned that Waddell takes on projects Waddell is not able to complete.

Waddell added that three generations of his family have lived in the residence and he is struggling with his mother's passing.

Mayor Stutsman stated he has not been able to view the residence but sees in Waddell a person who is trying to achieve help and would allow more time for Waddell to repair the home.

Swartley commented that she feels positive that Meyer is supporting Waddell. However, she expressed concern over costs of repairing the residence and Waddell's capability of repairing the residence himself.

Riouse and Eash expressed concern in the safety of the residence as it does not appear structurally sound.

Board Members and Stegelmann discussed what actions the Board could take and if focusing on certain violations and check-in points would be more beneficial.

Landis expressed he felt positive that Waddell is working with the Clubhouse and would prefer a continuance of the hearing.

**Mayor Stutsman/Landis moved to continue the hearing on Monday October 18, 2021 to see and review all progress made and by Monday September 15, 2021 the egress and ingress areas must be cleared out for the safety of the occupants and City Staff must have access to the basement for a final inspection. Passed 5-0**

**Stutsman/Nichols moved to approve Civil City and Utility claims and adjourn. Passed 5-0**

Adjournment at 3:08 p.m.

*Exhibit A: Road Closure Request at College Avenue, US 33 and Lincoln Way East (2 pages)*

*Exhibit B: Building Order for 803 Arehart Street (12 pages)*

*Exhibit C: Letter from Richard Meyer Clubhouse Director, regarding Greg Waddell (1 page)*



APPROVED

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Jeremy Stutsman, Chair

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Michael Landis, Member

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Mary Nichols, Member

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Barb Swartley, Member

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DeWayne Riouse, Member

ATTEST

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Richard Aguirre, Clerk-Treasurer



**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  
Member Barb Swartley  
Member DeWayne Riouse

Date: August 9<sup>th</sup>, 2021

From: Chief Jose' Miller

Reference: The hiring of Kraig Raymond Caridine as a Probationary Patrol Officer.

I am requesting that the Board of Public Works and Safety **approve the hiring of Kraig Raymond Caridine for the position of probationary patrol officer.** Kraig has passed all exams and has been approved by both the local and State pension boards. I would like this hiring to be effective today Monday August 9<sup>th</sup>, 2021.

Kraig will be present for the Board of Works Meeting.

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**





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 Public Works and Safety

FROM: Goshen Engineering

RE: **MADISON STREET & COLLEGE AVENUE RECONSTRUCTION  
PROJECT NO. 2021-0016**

DATE: August 9, 2021

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The Clerk-Treasurer's Office has received bids from contractors today for the Madison Street & College Avenue Reconstruction project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

**Requested Motion: Open bids received from Contractors for the Madison Street & College Avenue Reconstruction project and read the Total Amount.**



**Engineering Department  
CITY OF GOSHEN**

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

## MEMORANDUM

TO: Board of Public Works & Safety

FROM: Engineering Department

RE: **CHANGE ORDER NO. 6 FOR EAST GOSHEN WATER MAIN  
REPLACEMENT PROJECT – STEURY AVENUE TO BLACKPORT DRIVE  
(JN: 2019-0037)**

DATE: August 9, 2021

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Attached please find Change Order No. 6 for the East Goshen Water Main Replacement Project.

Change Order No. 6 covers additional costs for 4-inch water main, temporary pavement markings, and disposal of unknown buried structures. Change Order No. 6 also serves as a balancing Change Order to close the project.

The original contract amount plus additions from Change Order No. 1 through Change Order No. 5 was \$1,155,499.27. The quantities from Change Order No. 6 decrease the contract amount by \$7,015.43, for a revised contract amount of \$1,148,483.84, an increase of 10.62% over the original contract price. No additional time is being added to the contract with this change order.

**Requested motion:**

**Move to approve Change Order No. 6 for the East Goshen Water Main Replacement Project for a decrease of (\$7,015.43).**

# CHANGE ORDER FORM

Sheet 1 of 7

Change Order No. 6  
Date: 8/9/2021

**CITY OF GOSHEN, INDIANA**  
**OFFICE OF THE CITY ENGINEER**  
**204 E. Jefferson Street, Suite 1**  
**Goshen, IN 46528**

OWNER: City of Goshen

PROJECT NAME: East Goshen Water Main Replacement - Steury to Blackport

PROJECT NUMBER: 2019-0037

CONTRACTOR: Selge Construction Co., Inc.

## I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

Change Order No. 6 covers additional costs for 4-inch water main, temporary pavement markings, and disposal of unknown buried structures. Change Order No. 6 also serves as a balancing Change Order to close the project.

9	Undercutting (Undistributed) (Note: This balances the line item out)	-87 CY	@ \$20.00	.....	-\$1,740.00
10	B-Borrow (Undistributed) (Note: This balances the line item out)	1662.33 CY	@ \$13.95	.....	\$23,189.50
11	Pavement Milling, 1.5" (Note: This balances the line item out)	-5508.34 SYD	@ \$0.95	.....	-\$5,232.92
12	Power Poles, Holding (Note: This balances the line item out)	-4 EA	@ \$250.00	.....	-\$1,000.00
14	Sanitary Sewer, PVC, SDR 35, 6" (Note: This balances the line item out)	-52 LFT	@ \$52.00	.....	-\$2,704.00
15	Sanitary Sewer Cleanout Assembly, 6" (Note: This balances the line item out)	-1 EA	@ \$465.00	.....	-\$465.00
18	Water Main, Fitting, DI, Tee, 12"x12" (Note: This balances the line item out)	2 EA	@ \$980.00	.....	\$1,960.00

## CHANGE ORDER FORM

Sheet 2 of 7

Change Order No. 6

19	Water Main, Fitting, DI, Tee, 12"x8" (Note: This balances the line item out)	3 EA	@	\$820.00	.....	\$2,460.00
20	Water Main, Fitting, DI, Tee, 12"x6" (Note: This balances the line item out)	1 EA	@	\$800.00	.....	\$800.00
25	Water Main, Fitting, DI, Reducer, 8"x6" (Note: This balances the line item out)	2 EA	@	\$300.00	.....	\$600.00
26	Water Main, Fitting, DI, Reducer, 8"x4" (Note: This balances the line item out)	-1 EA	@	\$285.00	.....	-\$285.00
27	Water Main, Fitting, DI, Sleeve, 10" (Note: This balances the line item out)	-1 EA	@	\$480.00	.....	-\$480.00
28	Water Main, Fitting, DI, Sleeve, 8" (Note: This balances the line item out)	1 EA	@	\$320.00	.....	\$320.00
30	Water Main, Fitting, DI, Sleeve, 4" (Note: This balances the line item out)	-1 EA	@	\$185.00	.....	-\$185.00
31	Water Main, Fitting, 45° Elbow, 8" (Note: This balances the line item out)	7 EA	@	\$335.00	.....	\$2,345.00
32	Water Main, Fitting, 45° Elbow, 6" (Note: This balances the line item out)	7 EA	@	\$250.00	.....	\$1,750.00
33	Water Main, Fitting, 22.5° Elbow, 12" (Note: This balances the line item out)	1 EA	@	\$655.00	.....	\$655.00
34	Water Main, Fitting, 22.5° Elbow, 8" (Note: This balances the line item out)	-1 EA	@	\$330.00	.....	-\$330.00
35	Water Main, Fitting 11.25° Elbow, 12" (Note: This balances the line item out)	-1 EA	@	\$640.00	.....	-\$640.00
36	Water Main, Fitting, 11.25° Elbow, 8" (Note: This balances the line item out)	1 EA	@	\$320.00	.....	\$320.00

## CHANGE ORDER FORM

Sheet 3 of 7

Change Order No. 6

37	Water Main, Fitting, Plug, 8" (Note: This balances the line item out)	-2 EA	@	\$250.00	.....	-\$500.00
38	Water Main, Fitting, Plug, 6" (Note: This balances the line item out)	-5 EA	@	\$190.00	.....	-\$950.00
39	Water Main, Fitting, Plug, 4" (Note: This balances the line item out)	-1 EA	@	\$130.00	.....	-\$130.00
40	Water Main, Butterfly Valve & Box, 12" (Note: This balances the line item out)	1 EA	@	\$2,190.00	.....	\$2,190.00
41	Water Main, Wedge Valve & Box, 8" (Note: This balances the line item out)	2 EA	@	\$1,250.00	.....	\$2,500.00
42	Abandon and Fill Water Main (Note: This balances the line item out)	-1050 LFT	@	\$6.85	.....	-\$7,192.50
45	Corporation Stop, 1" (Note: This balances the line item out)	-3 EA	@	\$412.00	.....	-\$1,236.00
46	Curb Stop, Box & Stationary Rod, 1" (Note: This balances the line item out)	-4 EA	@	\$400.00	.....	-\$1,600.00
47	Water Service, HDPE, DR 9, CTS, Trench, 1" (Note: This balances the line item out)	-147 LFT	@	\$15.95	.....	-\$2,344.65
48	Water Service, HDPE, DR 9, CTS, Bore, 1" (Note: This balances the line item out)	71 LFT	@	\$16.30	.....	\$1,157.30
51	Compacted Aggregate, No. 53 (Note: This balances the line item out)	-50.52 TON	@	\$25.25	.....	-\$1,275.63
52	Compacted Aggregate, Drive/Parking, No. 73 (Note: This balances the line item out)	-203.44 TON	@	\$38.65	.....	-\$7,862.96
53	HMA Surface (Note: This balances the line item out)	-416.25 TON	@	\$76.40	.....	-\$31,801.50
54	HMA Binder (Note: This balances the line item out)	40.83 TON	@	\$64.00	.....	\$2,613.12

## CHANGE ORDER FORM

Sheet 4 of 7

Change Order No. 6

55	HMA Base (Note: This balances the line item out)	110.04 TON	@	\$58.00	.....	\$6,382.32
56	Asphalt Tack Coat (Note: This balances the line item out)	-0.5 LSUM	@	\$6,000.00	.....	-\$3,000.00
57	Concrete Sidewalk, 4" (Note: This balances the line item out)	-3.61 SYD	@	\$68.00	.....	-\$245.48
58	Concrete Sidewalk, ADA Ramp (Note: This balances the line item out)	2.5 SYD	@	\$150.00	.....	\$375.00
59	Concrete Curb, Barrier, 6" (Note: This balances the line item out)	-27.4 LFT	@	\$74.00	.....	-\$2,027.60
61	Rip Rap w/ Fabric (Note: This balances the line item out)	14 SYD	@	\$70.00	.....	\$980.00
63	Line, Thermoplastic, Solid, White, 4" (Note: This balances the line item out)	-7500 LFT	@	\$0.89	.....	-\$6,675.00
64	Line, Thermoplastic, Solid, Yellow, 4" (Note: This balances the line item out)	-2500 LFT	@	\$0.99	.....	-\$2,475.00
65	Line, Thermoplastic, Solid, White, 24", Crswlk (Note: This balances the line item out)	-155 LFT	@	\$6.25	.....	-\$968.75
66	Line, Thermoplastic, Solid, White, 6", Crswlk (Note: This balances the line item out)	-60 LFT	@	\$1.25	.....	-\$75.00
B1	Water Main, DI, CI 52, 12" (Note: This balances the line item out)	-22 LFT	@	\$68.75	.....	-\$1,512.50
B2	Water Main, DI, CI 52, 10" (Note: This balances the line item out)	-4 LFT	@	\$190.00	.....	-\$760.00
B3	Water Main, DI, CI 52, 8" (Note: This balances the line item out)	7.5 LFT	@	\$51.75	.....	\$388.13
B4	Water Main, DI, CI 52, 6" (Note: This balances the line item out)	7 LFT	@	\$46.80	.....	\$327.60

## CHANGE ORDER FORM

Sheet 5 of 7

Change Order No. 6

CO1.3	Corporation Stop, 2" (Note: This balances the line item out)	1 EA	@	\$325.00	.....	\$325.00
CO1.4	2" HDPE, DR 9, CTS with Tracer Wire (Note: This balances the line item out)	19 LFT	@	\$38.00	.....	\$722.00
CO1.5	2" Curb Stop, Box & Stationary Rod (Note: This balances the line item out)	1 EA	@	\$538.00	.....	\$538.00
CO2.2	Water Main, Fitting, 22.5° Elbow, 6" (Note: This balances the line item out)	4 EA	@	\$244.00	.....	\$976.00
CO2.3	Water Main, Fitting, 11.25° Elbow, 6" (Note: This balances the line item out)	-1 EA	@	\$247.00	.....	-\$247.00
CO2.6	Unsuitable Soils - Disposal at Elkhart County Gravel (Note: This balances the line item out)	706.18 CY	@	\$25.85	.....	\$18,254.75
CO2.7	Reopen Excavation for Water Service (Note: This balances the line item out)	10 EA	@	\$240.00	.....	\$2,400.00
CO6.1	Water Main, DI, CL 52, 4" (Note: New line item, Change Order #6. Price includes reducer.)	2 LFT	@	\$212.00	.....	\$424.00
CO6.2	Temporary Pavement Markings (Note: New line item, Change Order #6)	1 LSUM	@	\$2,652.94	.....	\$2,652.94
CO6.3	Removal & Disposal of Underground Structures (Note: New line item, Change Order #6)	1 LSUM	@	\$1,320.40	.....	\$1,320.40
					TOTAL:	-\$7,015.43

Pg. 1 \$14,007.58  
 Pg. 2 \$7,330.00  
 Pg. 3 -\$46,432.82  
 Pg. 4 -\$9,286.29  
 Pg. 5 \$27,366.09

## CHANGE ORDER FORM

Sheet 6 of 7

Change Order No. 6

1. Amount of original contract	\$1,038,228.25
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers 0 to <u>5</u>	\$117,271.02
3. Amount of Contract, not including this supplement	\$1,155,499.27
4. Addition/ <del>Reduction</del> to Contract due to this supplement	-\$7,015.43
5. Amount of Contract, including this supplemental	\$1,148,483.84
6. Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)	\$110,255.59
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>6</u> (Line 6 divided by Line 1)	10.62%

### III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby ~~extended/reduced~~ by 0 calendar days, making the final completion date: May 14, 2021.

2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as \_\_\_\_\_, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.

3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.



**CHANGE ORDER FORM**

Sheet 7 of 7

Change Order No. 6

**RECOMMENDED FOR ACCEPTANCE**

\_\_\_\_\_  
Bryce J. Gast, P.E.  
Administrative City Engineer

**ACCEPTED:** BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF GOSHEN, INDIANA

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ACCEPTED:** CONTRACTOR

\_\_\_\_\_  
Selge Construction Co., Inc.

BY:

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title



**COMMUNITY DEVELOPMENT BLOCK GRANT  
CITY OF GOSHEN**

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

Phone (574) 533-9370 • Fax (574) 533-8626 • TDD (574) 534-3185  
meaghanbylsma@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety  
FROM: Meaghan Bylsma, Community Development Specialist  
DATE: August 9, 2021  
RE: Approval of 2021 Community Development Block Grant (CDBG) Agreements

Please approve the following CDBG agreements for Program Year 2021, 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 \$7,500  
Council on Aging of Elkhart County \$5,500  
Elkhart County Clubhouse \$4,000  
Goshen Interfaith Hospitality Network \$12,000  
Maple City Health Care Center, Inc. \$5,000  
Walnut Hill Early Childhood Center \$14,500

Housing Grant

Lacasa, Inc. – owner occupied housing rehab \$108,837

Planning, Public Service & Housing Grants Total \$164,337

The public service grants will be used to fund access to early childhood education, daily nutrition programs, mental health support, senior transportation, and subsidized primary healthcare. The housing grant will be used for the ongoing owner-occupied housing rehab program.

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

CITY OF GOSHEN - COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
Program Year 2021: July 1, 2021 – June 30, 2022  
Public Service Sub-Recipient Agreement  
Maple City Health Care Center, Inc.

This Agreement is entered into as of the 9<sup>th</sup> day of August 2021 between the City of Goshen (herein called the “City”) and Maple City Health Care Center, Inc., (herein called the “Sub-recipient”) an Indiana Not-For-Profit Corporation, for the contract period July 1, 2021, through June 30, 2022.

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 Primary Care for Low-Income Families in Goshen Program, to provide primary health care for low-income Goshen residents, 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 Primary Care for Low-Income Families in Goshen 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 Five Thousand Dollars (\$5,000.00). 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 2, 2022, 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: Dr. James Nelson Gingerich, Director  
Maple City Health Care Center, Inc.  
213 Middlebury Street  
Goshen, IN 46528

Executed as of the date first written above.

CITY OF GOSHEN

by: \_\_\_\_\_  
Jeremy Stutsman, Mayor

by: \_\_\_\_\_  
James Nelson Gingerich, Director

ATTACHMENT A: GRANT APPLICATION PROJECT DETAILS

City of Goshen Community Development Block Grant Program  
Public Services Grant Application  
Program Year 2020: July 1, 2021 through June 30, 2022

Organization: Maple City Health Care Center  
Organization Address: 213 Middlebury Street, Goshen IN 46528  
Mailing Address: 213 Middlebury Street, Goshen IN 46528  
Contact Person: James Nelson Gingerich  
Phone Number: 574-536-8027  
Email address: jngingerich@mchcc.org  
Project Title: Primary Care for Low-Income Families in Goshen  
CDBG funds requested: \$5,000  
Expected number of individuals to benefit from this project: 3,500

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.

Our project will provide quality health care for at least 3,500 low-income Goshen residents. We will offer at least \$400,000 worth of subsidy in order to provide medical care on a reduced fee basis. Our reduced fee scale guarantees that families living on incomes at or below 80% HUD Area Median Income (AMI) are able to afford quality health care. We offer up to 100% discounts for members of family living on incomes less than 30% AMI. We also provide a program called More Than Money. Through the More Than Money program, family members who volunteer for local agencies receive vouchers that they may use to pay for health care at Maple City Health Care Center.

The services we will offer include acute care (illnesses and injuries), preventative care (check-ups), obstetrics (caring for babies and mothers before and after delivery), chronic disease management, on-site Medicaid enrollment, health insurance navigation, counseling, social services, and medication assistance (medicine at no or low cost). We offer substance abuse treatment including medication assisted treatment and group care for people with addictions. We offer preventative dental care. Our staff of licensed medical, dental and behavioral health professionals and our patient support teams will provide the services.

We will provide the services throughout the year. We need CDBG funds to help provide quality health care for low-income people in Goshen by subsidizing our reduced fee program. We expect to use CDBG funds in the first quarter of the grant year (July, August, and September 2021).

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. Reduced Fee Health Care Subsidy	\$400,000	\$5,000	\$395,000
TOTALS	\$400,000	\$5,000	\$395,000

Calculating reimbursed costs:

We will use our electronic medical records (EMR) software to calculate reimbursed cost. We use our EMR software to manage billing and payment for our patients in addition to their health care. The software assigns fees to procedures, labs, and medications. Our billing department uses the software to bill patients as well as insurance companies. The software assigns reduced fees for patients who qualify. We base the fee reduction on family income.

We will use a report from our EMR that calculates the total amount of fee reduction MCHCC has used in a given period for people whose incomes match the guidelines of the Community Development Block Grant.

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.

1. Donations from individuals, businesses, and churches	\$60,000
2. Indiana State Department of Health CHC Grant	\$192,562
3. From MCHCC earned income	\$142,438
4. CDBG Grant	<u>\$5,000</u>
Total	\$400,000

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 program will help create a suitable living environment in Goshen by making quality health care available and affordable for low-income residents in a medically underserved population.

By providing affordable and bilingual health care, we are keeping people healthier and we are improving their productive participation in the life of families and in the life of the community. Quality health care contributes to the well-being of the entire neighborhood, not just of the individuals we serve.



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 75, 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 75 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 ensure 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 2021: July 1, 2021 through June 30, 2022  
Report Due with Each Claim Submitted or a Minimum of  
October 7, 2021, January 6, 2022, April 7, 2022, and June 2, 2022  
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): \_\_\_\_\_

Number of beneficiaries by Hispanic Origin: \_\_\_\_\_

*Use the current HUD Income Guidelines chart provided.*

(Ext. Low) Individuals with income less than 30% of median: \_\_\_\_\_

(Very Low) Individuals with income between 30% and 50% of median: \_\_\_\_\_

(Low) Individuals with income between 50% and 80% of median: \_\_\_\_\_

Individuals with income more than 80% of median: \_\_\_\_\_

ATTACHMENT D

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

<b>Thursday NOON</b>	Deadline to submit claims to CDBG Administrator for <b>processing</b> the following week
<b>Friday</b>	<b>CDBG Administrator Review of Claim: Incomplete claims will be held until all required information is received</b>
<b>Monday (Week 1)</b>	<b>CDBG Administrator Reporting in HUD's online system for each claim (required before a claim may be processed)</b>
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
<b>Monday (Week 2)</b>	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 2021: July 1, 2021-June 30, 2022**

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 9th day of August 2021.

**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 Eight Thousand Eight Hundred Thirty-seven Dollars (\$108,837.00) 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 2021 through and including the 30th day of June 2022. 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 2, 2022, 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 2022.

(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, 2021  
 Goshen, Indiana  
 FY 2021 Median Family Income \$67,500

	Income Limits							
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low Income ( < approx. 30%)	\$14,200	\$17,420	\$21,960	\$26,500	\$31,040	\$35,580	\$40,120	\$44,550
Very Low Income ( < 50%)	\$23,650	\$27,000	\$30,400	\$33,750	\$36,450	\$39,150	\$41,850	\$44,550
Low Income (< 80%)	\$37,800	\$43,200	\$48,600	\$54,000	\$58,350	\$62,650	\$67,000	\$71,300

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 75, 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 75 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 ensure 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  
Tax Exempt Status**

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# 11-07250  
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).

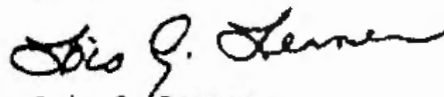
Your exempt status under section 501(a) of the Internal Revenue Code, as an organization described in section 501(c)(3) remains in effect.

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,



cc: Randall M. Jacobs

Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

**\*\*\*REQUEST\*\*\***

**DATE: Monday, August 9, 2021**

**TO: GOSHEN BOARD OF WORKS**

**FROM: GOSHEN WATER & SEWER  
KELLY SAENZ**

**RE: UNPAID FINAL ACCOUNTS**

The original amount of unpaid final Water/Sewer accounts for this period was **\$7,060.81**  
Collection letters were sent out and payments of **\$3,287.50** had been collected.

The uncollected amount equals **\$3,773.31**

Therefore I am requesting to move our uncollected finalized accounts from active to Collection,  
Sewer Liens and Write offs.

These are accounts for the most part were finalized thru **Thursday, April 15, 2021**

**WATER: \$2,436.51**  
**SEWER: \$1,336.80**

**TOTALS**

REPORT TOTAL		\$7,060.81
BPS TOTAL	<b>\$2,850.64</b>	\$4,210.17
COUNTY TOTAL	<b>\$910.07</b>	\$3,300.10
W-WRITE OFF	<b>\$7.08</b>	\$3,293.02
S-WRITE OFF	<b>\$5.52</b>	\$3,287.50
PAYMENT TOTAL	<b>\$3,287.50</b>	\$0.00
AGREEMENT TOTAL		



**Kent Holdren, Superintendent**  
**WATER UTILITY, CITY OF GOSHEN**

308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185  
kentholdren@goshencity.com • www.goshenindiana.org

8/9/2021

**Request for Road Closure on North 5<sup>th</sup> St., between Walnut St and East Wilden Ave..**

To the Board of Public Works and Safety and Storm Water;

The City of Goshen Water and Sewer Department will be replacing a section of the main line sewer on North 5<sup>th</sup> St.. The excavation will be approximately 10' feet in depth. For the safety of the work crews and the public, the City is requesting permission to close North 5<sup>th</sup> St. to thru traffic between Walnut St. and East Wilden Ave, Wednesday August 11, 2021 and reopening for traffic on Thursday afternoon, August 12<sup>th</sup>, 2021, (Weather Permitting).

We will notify Goshen Schools, EMS and insure that the garbage is moved to the appropriate location for pick up.

Regards;

A handwritten signature in black ink, appearing to read "Kent Holdren", written over a horizontal line.

Kent Holdren  
Superintendent of Goshen Water Department



**Kent Holdren, Superintendent**  
**WATER UTILITY, CITY OF GOSHEN**

308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185  
kentholdren@goshencity.com • www.goshenindiana.org

8/9/2021

**Request for Road Closure on North 5<sup>th</sup> St., between Oakridge and East Wilden.**

To the Board of Public Works and Safety and Storm Water;

The City of Goshen Water and Sewer Department will be replacing a section of the main line sewer on North 5<sup>th</sup> St.. The excavation will be approximately 10' feet in depth. For the safety of the work crews and the public, the City is requesting permission to close North 5<sup>th</sup> St. to thru traffic between Oakridge Ave and East Wilden Ave, Tuesday August 10, 2021 and reopening for traffic on Wednesday afternoon, August 11<sup>th</sup>, 2021, (Weather Permitting).

We will notify Goshen Schools, EMS and insure that the garbage is moved to the appropriate location for pick up.

Regards;

A handwritten signature in black ink, appearing to read "Kent Holdren", with a long horizontal flourish extending to the right.

Kent Holdren  
Superintendent of Goshen Water Department



**CITY OF GOSHEN LEGAL DEPARTMENT**

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

August 9, 2021

**To:** Board of Public Works and Safety

**From:** Shannon Marks

**Subject:** Agreement with McCrite Milling & Construction Co., Inc.  
for the North Goshen Asphalt Milling Project

Attached for the Board's approval and authorization for the Mayor to execute is an agreement with McCrite Milling & Construction Co., Inc. to perform the surface milling and prepare the base for resurfacing designated streets located in north Goshen. McCrite Milling & Construction Co., Inc. will be paid \$18,000 for the work.

**Suggested Motion:**

Approve and authorize the Mayor to execute the agreement with McCrite Milling & Construction Co., Inc. for the North Goshen Asphalt Milling Project.



**AGREEMENT**  
**FOR**  
**NORTH GOSHEN ASPHALT MILLING PROJECT**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2021, by and between **McCrite Milling & Construction Co., Inc.** (“Contractor”), whose mailing address is 810 Industrial Blvd., New Albany, IN 47150, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

In consideration of the terms, conditions and mutual covenants contained in this agreement, the parties agree as follows:

**1. Scope of Services.**

Contractor shall preform all work for the NORTH GOSHEN ASPHALT MILLING PROJECT, which shall include providing all labor, materials, tools, equipment, supplies, cost of insurance and bonds, and other miscellaneous costs necessary to complete the work in accordance with the Project Specifications attached as Exhibit A, and the current edition of INDOT’s Standard Specifications which is incorporated into this agreement by reference. For the purposes of this agreement, all services shall be referred to as the “Project.”

**2. Effective Date; Project Completion**

- (A) The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- (B) Contractor shall begin work on the Project as soon as practical and in proper weather conditions. Once Contractor mobilizes, progressive work effort shall be maintained to complete the work as expeditiously as is consistent with professional skill and care in the orderly progress of the Project.
- (C) Contractor shall perform all work on this Project between the hours of 7:00 am and 7:00 pm on Monday through Friday. Contractor shall coordinate the work schedule for the Project with City’s Street Commissioner at least 48 business hours prior to beginning work.
- (D) Contractor shall complete the Project by August 30, 2021.

**3. Compensation**

- (A) City shall pay Contractor the sum of Eighteen Thousand Dollars (\$18,000) for all services to complete the Project.
- (B) The compensation shall cover and include all Contractor’s costs necessary to provide for all supervision, labor, materials, equipment, services, permits and other components required to complete the Project, including any incidentals whether or not specifically called for in the Project Specifications.

**4. Payment**

- (A) Upon receipt of a detailed invoice, City shall pay Contractor for the work under this contract upon Contractor’s completion of the Project, and the final inspection and acceptance by City.

- (B) Contractor shall submit to City the detailed invoice to the following address, or at such other address as City may designate in writing.

City of Goshen  
c/o Goshen Street Department  
475 Steury Avenue  
Goshen, IN 46528

- (C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of the detailed invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

**5. Materials and Workmanship; Inspection**

- (A) All products, materials, components, equipment, supplies or workmanship entering into the performance of this contract shall be as specified, free of defects, and subject to the City's inspection and testing.
- (B) City shall have the right to reject materials and/or workmanship and require the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specifications.

**6. Independent Contractor**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

**7. Non-Discrimination**

Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to the employee or applicant'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.

**8. Employment Eligibility Verification**

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor

is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and Contractor shall not retain an employee or continue to contract with a person that Contractor subsequently learns is an unauthorized alien.
- (C) 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.
- (D) 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 City of a breach.

## **9. Indemnification**

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this contract.

## **10. Insurance**

- (A) Prior to commencing work, Contractor shall furnish 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 City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
  - (1) Workers Compensation and Employer's Liability - Statutory Limits
  - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
  - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (4) Excess Umbrella Coverage - \$1,000,000 each occurrence

## **11. Force Majeure**

- (A) 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.

- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds fifteen (15) 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.

## **12. Default**

- (A) If Contractor fails to perform the work or comply with the provisions of this contract, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days 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 otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) 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 contract.
  - (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 contract.
  - (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 described under these Specification Documents.
  - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

## **13. Termination**

- (A) 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.
- (B) City may terminate this contract, in whole or in part, in the event of default by Contractor.

- (C) 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.

**14. Subcontracting or Assignment of Contract**

Contractor shall not subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the contract shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

**15. Amendments**

Any modification or amendment to the terms and conditions of the contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

**16. Waiver of Rights**

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

**17. Applicable Laws**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this contract are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the Project. Failure to do so maybe deemed a material breach of contract.

**18. Miscellaneous**

- (A) Any provision of this contract 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 contract.
- (B) In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (C) These documents 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.
- (D) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

**19. Severability**

In the event that any provision of the contract 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 contract shall not affect the validity or enforceability of any other provision of the contract.

**20. Binding Effect**

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

**21. Authority to Execute**

The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

**City of Goshen, Indiana**  
Goshen Board of Public Works and Safety

**McCrite Milling & Construction Co., Inc.**

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A - PROJECT SPECIFICATIONS**

### **NORTH GOSHEN ASPHALT MILLING PROJECT**

#### **GENERAL**

The intent of these Project Specifications is to describe the work to be performed under this contract. The Project includes surface milling and preparing base for resurfacing of approximately 24,260 square yards of streets located in north Goshen. Exhibit B depicts the areas to be milled. Acceleration and Deceleration lanes, as well as all parking and turn lanes shall be included within the limits of the Project.

All work shall be completed in accordance with these Project Specifications and the current edition of the Indiana Department of Transportation's (INDOT) Standard Specifications and current Standard Detail Drawings. If any provision of the Project Specifications conflict with the INDOT's Standard Specifications and current Standard Detail Drawings, the provision of the Project Specifications shall prevail. Anything not covered specifically by the Project Specifications shall be referred to the current edition of the INDOT's Standard Specifications and current Standard Detail Drawings.

Contractor shall coordinate the work schedule for the Project with City's Street Commissioner at least 48 business hours prior to beginning work (574-534-9711).

City will maintain traffic while Contractor is providing services.

Contractor shall maintain access to all parcels while providing services for the Project.

All work shall be completed on or before August 30, 2021.

#### **PAVEMENT REMOVAL**

##### **Pavement Removal**

Pavement removal shall include all types of pavement encountered.

Contractor shall remove existing pavement on all streets, excluding the portion of Garden Street between Fifth Street and Sixth Street, to a depth of one and one-half inch (1 ½") with concrete patches milled to full depth. Contractor shall remove existing pavement on the portion of Garden Street between Fifth Street and Sixth Street to full depth.

All pavement removal limits shall be sawn and have a clean edge for pavement restoration unless otherwise directed by the City Engineer or Street Commissioner.

City will perform all trimming around catch basins and valves, and perform all brooming and sweeping of milled surfaces.

City will provide all labor and trucks for removal of the milled materials from the worksite. City will provide water for the milling.

##### **Bituminous Surface Milling**

For preparing a foundation for resurfacing by removing the existing surface course or courses in place, at an average depth specified. This work shall conform to the limits as set forth in Section 202.13 of the most current edition of INDOT's Standard Specifications.

### General Requirements for Public Safety

Where the milling operation in a partial-day closure results in a vertical or near vertical face exceeding 1.5-inches in height, the adjacent lane shall be milled during the same day, the milled lane resurfaced during the same day, or the vertical face tapered at a 45° angle or flatter. Where located within 3-inches of a curb, surface material that cannot be removed by the cold-milling machine shall be removed by other approved methods.

Transverse milled vertical faces greater than 1-inch that are exposed to traffic shall be transitioned in an approved manner.

Castings located in milling areas that are not to be adjusted may remain in place during the milling, or may be removed and replaced at Contractor's option.

Localized weak areas uncovered by the milling process shall be patched in accordance with INDOT Standard Specification Section 304 or 305.

### Salvage Materials

The milled material shall become the property of the City, unless otherwise specified.

### Asphalt Scarification and Profile Preparation

Asphalt scarification and profile preparation shall consist of preparing a base for resurfacing by removing existing asphalt material. The entire existing asphalt surface shall be roughened by the operation. The existing pavement shall be milled to the cross-slope as shown on the plans, and shall have a surface finish that does not vary longitudinally more than ¼-inch from a 16-foot straightedge. The cross-slope shall not vary more than ⅛-inch when measured with a 10-foot straightedge.

### Approach Milling

In areas of the project where no asphalt milling is included, minimal amounts of milling will be required to accommodate a smooth transition to adjacent hard surfaces. These surfaces include, but are not limited to, sidewalks and curb ramps, driveways, and approaches. Approach milling shall consist of milling the surface and cutting a wedge at the adjacent hard surface. The existing approach pavement shall be cut to provide a vertical face of 1.5-inches for the termini of surface.

### Asphalt Milling

Asphalt milling shall consist of preparing a base for resurfacing by removing the existing asphalt material at a specified average depth. The existing pavement shall be milled to the cross-slope and shall have a surface finish that does not vary longitudinally more than ¼-inch from a 16-foot straightedge. The cross-slope shall not vary more than ⅛-inch when measured with a 10-foot straightedge.

If shoulders or turn lanes are not milled and the overlay material is not placed in the milled areas within the same day, drainage slots shall be provided to eliminate ponding of water.

### Concrete Patch Milling

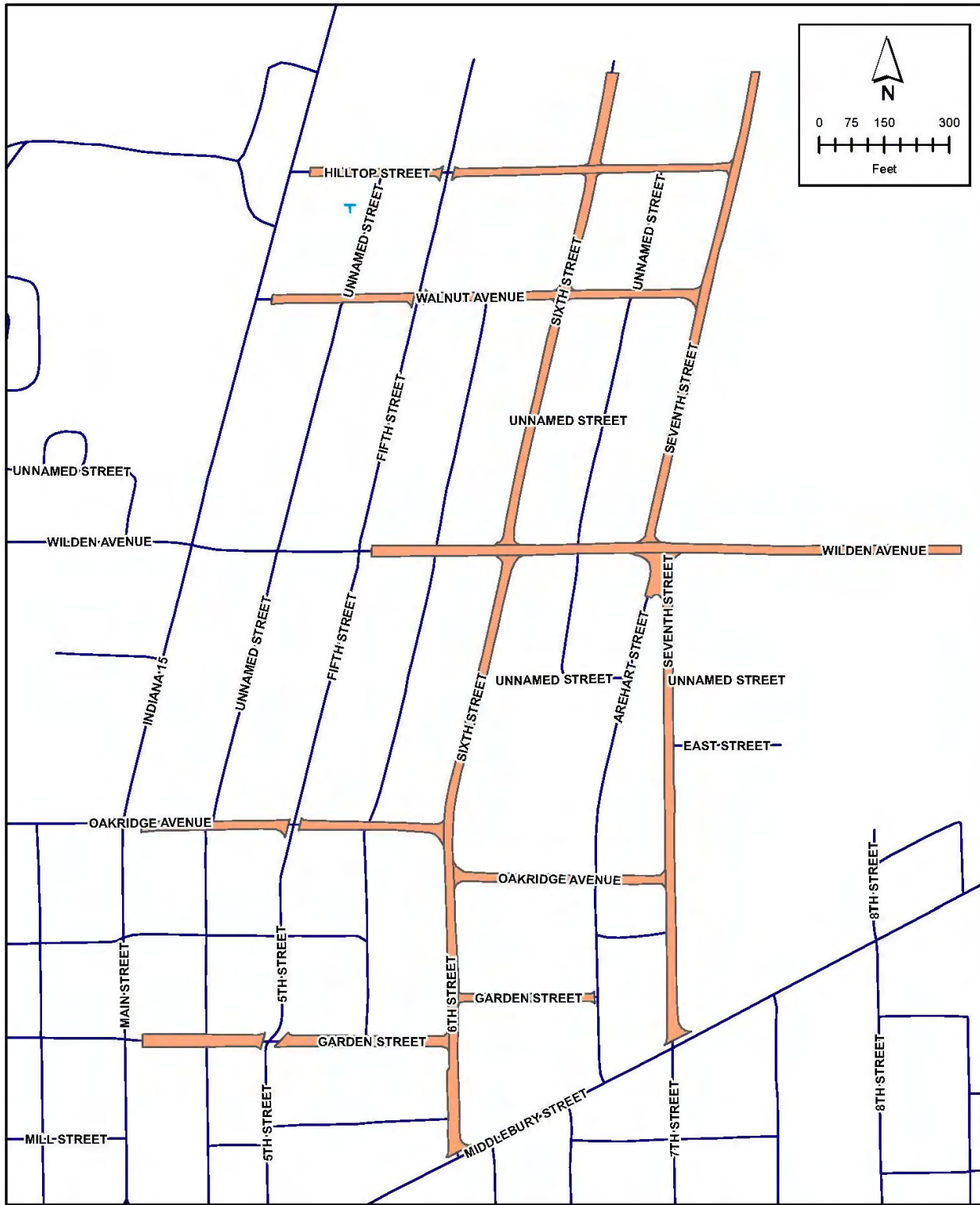
Concrete patches within the roadway will need to be milled along with the asphalt sections at the same time and the mill must be able to mill concrete. Same conditions apply for the concrete milling as specified in the asphalt milling.



### Transition Milling

Transition Milling shall consist of a wedge at the beginning and ending of projects, and paving exceptions. The existing pavement shall be cut to provide a vertical face of 1.5-inches for the termini of each overlay lift of base, intermediate, or surface. The existing pavement shall be milled at a rate of 720:1 or as directed to achieve the specified cut where the pavement transition overlay differs from the cut depth.

**EXHIBIT B – NORTH GOSHEN ASPHALT MILLING**



2021 Asphalt Paving  
Streets Department

Date: 5/4/2021  
Drawn by: JSC

The City of Goshen  
Department of Public Works & Safety  
Office of Engineering  
204 East Jefferson Street, Goshen, Indiana 46528  
Phone: 574-534-2201 Fax: 574-533-8828