COMMON COUNCIL
OF THE CIVIL CITY OF UNION CITY, INDIANA
Monday, January 26, 2026
Union City Council Chambers, 111 North Columbia Street
6:00 p.m.
Links to all meetings can be found at: https://www.unioncityinoh.com/events

ELECTED TO A 4-YEAR TERM 01/01/2024 – 12/31/2027
Mayor, Chad Spence ; Clerk-Treasurer, Amy Richards
Council Members: Council 1:{appointed to fill term} Gary Elliott, Council 2: Robert Lahey, Council 3 Jason Brewer, Council 4 & Council President: Timothy Heuss, Council at Large: Tito Farias

AGENDA

PLEDGE OF ALLEGIANCE & PRAYER — Mayor Chad Spence

ROLL CALL

- ☐ Gary Elliott, 1st District
- ☐ Bob Lahey, 2nd District
- ☐ Jason Brewer, 3rd District
- ☐ Tim Heuss, 4th District
- ☐ Tito Farías, Member-At-Large

CONSENT AGENDA

- ❑ Minutes
- ❑ Claims

PRESENTERS ON AGENDA

- ❑ None

DEPARTMENT REPORTS & COMMENTS

- ❑ Mayor
- ❑ Department Heads
- ❑ Clerk-Treasurer
- ❑ Council Members
- ❑ City Manager
- ❑ Student Representative(s)

OLD BUSINESS

- ❑ NONE

NEW BUSINESS

- ❑ RESOLUTION 2026-R-01 TRANSFERRING FUNDS WITHIN BUDGET CLASSIFICATIONS FOR INCREASE/DECREASE PURPOSES
- ❑ KLEINPETER – CONTRACTS OOR GRANT

VISITORS QUESTIONS AND COMMENTS

Visitors wishing to address the board will stand, state name, address and nature of business (each person may have 3 minutes)

ANNOUNCEMENTS

- ❑ Date of next City Council Meeting – Monday, February 9, 2026 at 6 p.m.
- ❑ Date of next Board of Public Works Meeting – Monday, February 9, 2026 at 1:45 p.m.
- ❑ Date of next Economic Redevelopment Meeting – Wednesday, February 18, 2026 at 6 p.m.

ADJOURNMENT

City of Union City, Indiana
BOARD OF PUBLIC WORKS AND SAFETY
MONDAY, January 26, 2026 at 1:45pm

- AND –

COMMON COUNCIL
OF THE CIVIL CITY OF UNION CITY, INDIANA
MONDAY, JANUARY 26, 2026 at 6pm

IF weather conditions restrict travel, all meetings will be cancelled on Monday January 26, 2026

We will follow the county travel advisory.

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COMMON COUNCIL
OF THE CIVIL CITY OF UNION CITY, INDIANA
JANUARY 12, 2026

Links to all meetings can be found at: https://www.unioncityinoh.com/events

ELECTED TO A 4-YEAR TERM 01/01/2024 – 12/31/2027
Mayor, Chad Spence; Clerk-Treasurer, Amy Richards
Council Members: Council 1:{appointed to fill term} Gary Elliott, Council 2: Robert Lahey, Council 3 Jason Brewer, Council 4 & Council President: Timothy Heuss, Council at Large: Tito Farias

The meeting was called to order at 6:00 p.m. with Tim Heuss presiding. The meeting was recorded by K.I.S.S.-TV.

PLEDGE OF ALLEGIANCE & PRAYER
All recited the Pledge of Allegiance and prayer was led by Tim Heuss

ROLL CALL
In attendance were Gary Elliott, Bob Lahey, Jason Brewer, Tim Heuss and Tito Farias
Also attending were Clerk-Treasurer Amy Richards, Bob Gentry, John Russ and Alex Ka??

CONSENT AGENDA
The Consent Agenda consisted of:

- Minutes
- Claims

Jason made a motion to approve the Consent Agenda as presented; Bob seconded the motion. All ayes were received; no nays. The Consent Agenda was approved as submitted.

2026 COUNCIL PRESIDENT:

Gary made a motion to nominate Tim Heuss as Council President for 2026; Jason seconded. A roll call vote was taken; all ayes (4-0), with Tim abstaining.

PRESENTERS ON AGENDA:
none

DEPARTMENT REPORTS & COMMENTS
Mayor Chad Spence reported on the following:

- He spoke to Steve about a newsletter being available on their screens to bring everyone up to speed.
- Whirlpool held open interview sessions at Vision Corner and were pleased with the turnout. They are returning on February 4th from 9:00 a.m. to 3:00 p.m. for a second round of open interviews.
- It was another great season for Community Christmas. It was the first season without Larry, but many people came together to make it happen. Gary helped with pixel fans in the covered bridge and a laser screen. On December 27th, visitors from a long list of communities came to see the light display, so hats off to everyone.

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- Chad said that we need to get people signed up to get sidewalks done. He would like to have a first draft of a sidewalk plan ready at the first meeting in February.
- We are waiting on an excavating date to announce the groundbreaking for playground equipment and then we will have a ribbon-cutting.
- We are waiting for the demolition crew to give us a date for demolition of properties. There will be two homes and a business building.

Council Member Tito Farias reported on the following:

- He asked if we were going to bail on the plan regarding the house on Pearl and Howard because it is getting worse. The mayor said that we applied for and were denied the Indiana Destination Grant, but we can apply again. GROTEC International wants to help restore it. Tim and Bob commented that the porch, which was not original to the mansion, should come down.

Council Member Tim Heuss reported on the following:

- Tim said the enhancement and lighting downtown for the visitors coming in for Community Christmas was very impressive. There was also talk about planning an additional stop for the Polar Express.

Council Member Jason Brewer reported on the following:

- There was a citizen concern about a drain grate being removed during a manhole repair at Hickory and Plum. A metal plate was put down. Repairs have been scheduled.

Council Member Bob Lahey reported on the following:

- Waste Management Group is having a post-holiday electronics collection at Pollution Solution this Saturday, the 17th from 8:00 a.m. to 12:00 p.m.

Council Member Gary Elliott reported on the following:

- The video that was on the projector at Community Christmas has been uploaded to the city's YouTube channel, *Union City Community*.

OLD BUSINESS:

Discussion of Potential Changes to Employee Handbook. This was tabled for the next meeting.

NEW BUSINESS:

Conflict of Interest Forms for 2026. The last two were submitted today. Bob moved that we accept the Conflict-of-Interest Forms for 2026 as submitted; Tito seconded. A roll call vote was taken; all ayes received (5-0). Motion passed.

Vac Truck Repairs. There is a leak in the piston pump that creates the vacuum and it needs to be replaced. It is used almost every day and the current pump has already been re-built once. We are unsure if it can be re-built again. The Board of Works' recommendation is to replace it with new one. Once we take the existing pump off, we can have it rebuilt and put on the shelf so we have a backup pump for that piece of equipment. Estimates are provided. Payment for repairs is by Street/Water/Sewage. Permission is required to get the pump ordered. The pump will be down for weeks if

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rebuilt; if new, it will be down for a couple of days. We may save money, but a contractor will have to be called in if needed in the meantime. He distributed a quote from the manufacturer for new one. Bob moved to approve $21,985.54 for Joe Johnson Equipment to provide a new pump for a vac truck; Jason seconded. A roll call vote was taken (5-0); motion passed.

Opportunity for Federal Grant. We have a federal grant opportunity for job growth and development and there is a good chance of our application being accepted. The due date is the last week in February and will be awarded sometime in May. We met with DCCM (formerly RQAW), the consulting firm. They will prepare the documents for submittal. The estimated document preparation fee is $34,500.00, to be paid whether or not we receive the grant. We would have that documentation to re-apply and not incur those costs again as long as there are no changes in the program, or we could use it for another grant. It is a 100% grant and the maximum amount is 25 million dollars. The cost for the industrial park roadway is nine million dollars. There would be minimal investment on the city's part. Every grant that we've pursued for the industrial road has been 80/20 or 70/30. Amy distributed the itemization and costs. Steve said there would be potential for a Phase II. We would want to annex that area into the city and these costs can be included in the proposal. The water lines are already there. Stormwater, sewage, streetlighting and curbs would all be covered under this type of grant. Gary moved to approve paying DCCM the amount of $34,550.00 to apply for a building grant out of CEDIT funds; Tim seconded. A roll call vote was taken; all ayes were received (5-0). Motion passed.

VISITOR QUESTIONS AND COMMENTS:
Bob Gentry, 521 N. Plum Street and John Russ, 120 Pleasant Drive, both agreed that the city should apply for the federal grant.

ANNOUNCEMENTS:
The next regular Board of Works meeting will be on Monday, January 26, 2026 at 1:45 p.m. at Council Chambers. The date of the next regular council meeting will be Monday, January 26, 2026 at 6:00 p.m. The date of the next Economic Redevelopment meeting will be Wednesday, January 21, 2026 at 6:00 p.m.

ADJOURNMENT:
Being no further business to come before the Council, Tim moved to adjourn the meeting; Jason seconded the motion. All ayes were received; no nays. Motion carried. The meeting adjourned at 6:45 p.m.

_____
Chad Spence, Mayor

Attest: _____
Amy Richards, Clerk-Treasurer

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BOARD OF PUBLIC WORKS AND SAFETY
OF THE CIVIL CITY OF UNION CITY, INDIANA
JANUARY 12, 2026, 1:45 pm

Links to all meetings can be found at: https://www.unioncityinoh.com/events

Board of Works Members: Tim Heuss Appointed 01/13/2020; Steve Shoemaker Appointed 03/11/2022; Keith Maloy Appointed 03/1/2022; Sarah Black Appointed 11/21/2023; Delia Contreras Appointed 01/22/2024

The meeting was called to order at 1:46 p.m. by Board of Works President Tim Heuss.

ROLL CALL

Prior to the roll call, Keith nominated Tim Heuss to serve as 2026 Board of Works President. Steve seconded; there were no other nominations. A roll call vote was taken. All ayes were received (4-0). Motion passed.

Present at the meeting were: Board of Works President Tim Heuss, Keith Maloy, Delia Contreras, City Manager and Board Member Steve Shoemaker.

Also present were Clerk-Treasurer Amy Richards, Public Safety Director of Police (Ohio) Mark Ater, Joanie Buck, Lori Champ, Leroy Champ.

MINUTES

Steve moved to accept the minutes from the previous meeting as presented. Keith seconded. All ayes were received; no nays. Motion carried.

PRESENTERS ON AGENDA

none

APPEALS

The utility account adjustment for Leroy Champ was approved. A data log was performed for one of Scott Reagan's properties, but he has not returned to notify us of the present status.

DEPARTMENT REPORTS

Public Safety Director of Police (Ohio) Mark Ater reported on the following:

- Time Off Discussion: The discussion from the last Board of Works meeting was re-visited. This included the accrual rate, sick time rolled-over hours and vacation. Mark's position was that our handbook fell short of the handbooks of the surrounding communities because of their succinct policies regarding accrual rates. Also, other communities permit employees to roll over vacation time, thereby avoiding several people being absent in December to collect their time off. He said that he previously provided a written proposal, but by the time the proposal was submitted to council, there were revisions on it. Amy said she will forward the proposal that had gone to council in the December 29, 2025 meeting packet to all board of works members. Further, Amy submitted Mark's proposal to HR, but informed them that we are waiting to review the handbooks from the surrounding communities to have further conversations/investigations. However, Mark decided to not provide the handbooks, citing the rationale that everyone else's policies do not affect ours, so it is not a fair comparison and massive confusion would result. Amy said that our HR advisors handle

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many Indiana communities and that's why they asked for other city's / departments' policies. Our situation is not unique and if we can get the wording right, when we submit it to HR, it will cost us less. Therefore, we need to look for the best wording, not necessarily amounts. Tim would like for HR to give their input on Mark's proposal and would like a decision the end of January.

Mark said that time off is the main issue because it is listed as both days and hours. The police department has 8, 10 and 12-hour shifts. We don't have a definition of one-half day. Further, sick time accrual is half of what it should be in a "real world situation" and vacation time is fractional compared to other communities. He would like a standardized accrual rate and a standardized vacation rate. Although he didn't provide any means of comparison, he declared that our handbook is substandard. Steve said we should get the information to the absent Board of Works members and then push it to council. Mark subsequently agreed to provide a Winchester handbook.

- Budget. Amy said we won't get all of our figures until February. Mark suggested that we submit higher numbers and hope that we receive that funding. Amy said you can't reduce numbers with salaries. You can only go up, never down, so we would have to do it in non-salary areas. Amy confirmed that we cannot have separate policies between departments.

- Hiring of employee. Mark Ater presented a request to hire a full-time Fire/EMT employee, Brandon Junes. He is currently part-time and in advanced class. Steve made a motion to go forward with the hiring process; Keith seconded. All ayes received; no nays. Motion carried.

BOARD MEMBERS:

Board member and City Manager Steve Shoemaker reported on the following:

- Condemnation list: Steve said that that 603 N. Walnut Street is currently condemned. Kyle has been working with the Randolph County Building Commissioner and the owner to get it reinstated. It passed inspection with the Building Commissioner, so Kyle recommends removing it from condemnation. The lateral inspection was done. It will need a two-way cleanout and lateral work. The owner has agreed to do this, but it is not part of the condemnation. Steve made a motion to remove 603 N. Walnut from the condemnation list; Delia seconded. All ayes received; no nays. Motion passed.
- Grant opportunity. He had a conversation with Josh of DCCM (formerly RQAW), one of our engineering firms. We have an opportunity to receive a federal government building grant for the creation of the industrial park roadway. It is a new program administered through the federal government. We are currently identified by the federal government as an area of persistent poverty. Due to that, we are eligible. It is a 100% grant with no match. It is probably a 9- to 12-million dollar project in total. The cap funding is 25 million dollars. We are looking at about $35,000.00 to submit documentation for this build grant. Submission date is the end of February. Josh thought this fits well for Union City. The money would come from our Stormwater/Wastewater/Sewage and Steve asked for approval to send it to council. Tim made a motion to recommend it to council; Steve seconded. All ayes received; no nays. Motion passed.

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Clerk-Treasurer Amy L. Richards reported on the following:

- Best Way. We would have had a Best Way contract proposal, but Ohio and Indiana proposals are on different years, so we are doing a one-year extension of the current rate.
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QUESTIONS AND COMMENTS:
none

OLD BUSINESS:
Saratoga Fire Department. They are working on a county-wide mutual-aid agreement. Mark may take something to the Fire Chief's meeting.

NEW BUSINESS:
Vac Truck Repairs/Quote. It has a piston-operated pump and builds pressure to create a vacuum. There are two options. The least expensive is taking the truck out of service to take the pump out, have it rebuilt and reinstall it. It would cost $10,000.00 to $12,000.00 and we would be without a truck for a few weeks. We would have to outsource the work while it is being repaired. Operationally, the more expensive route would be a brand-new pump. If we do that, the truck would be down a day or two. We could send in the old pump to have it rebuilt and put it on the shelf if we need it later. The truck operates, but it leaks and will only get worse. The higher estimate does not include a re-build of the original pump. Tim said he is more inclined to go with a new pump. Steve made a motion to recommend replacement of the piston pump on the Vac truck with a new pump; Delia seconded. All ayes were received; no nays. Motion passed. A recommendation will be forwarded to council.

VISITORS:
none

ANNOUNCEMENTS:
The next regular Board of Public Works and Safety meeting will be on Monday, January 26, 2026 at 1:45 p.m. at Council Chambers unless a special meeting is called prior to that time. The next regular Council meeting will be on Monday, January 26, 2026 at 6:00 p.m.

ADJOURNMENT:
Being no further business to come before the Board of Works, Steve moved to adjourn the meeting; Delia seconded. All ayes were received; no nays. Motion carried. The meeting was adjourned at 3:05 p.m.

_____
Tim Heuss, President Board of Works

Attest: _____
Amy Richards, Clerk-Treasurer

Accounts Payable Register

Date: 01/23/2026 06:19:02 PM

APVREGISTER.FRX

APV Register Batch - COUNCIL MTG 01/26/26 CEDIT CLAIMS

All History

Ordered By APV Number

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
01/15/2026	87885	RANDOLPH COUNTY AUDITOR		2209230446.000	CEDIT - REDEV COUNTY LOAN PYMT	3RD LOAN PAYMENT PER RESOLUTION No. 2023-R-02	50000.00	2324	01/15/2026	
01/16/2026	87893	UNION CITY WATER & SEWAGE		2209230447.000	CEDIT-ECONOMIC DEVELOPMENT	ARTISAN APARTMENT WATER BILL DUE 1/15/26	92.25	2325	01/16/2026	
01/19/2026	87903	OHIO VALLEY GAS CORP.		2209230445.000	CEDIT-REDEVELOPMENT COMMISSION	214 W. HICKORY - GAS BILLS DUE JANUARY 2026	74.44	2326	01/19/2026	
01/19/2026	87903	OHIO VALLEY GAS CORP.		2209230445.000	CEDIT-REDEVELOPMENT COMMISSION	202 N COLUMBIA- GAS BILLS DUE JANUARY 2026	862.60	2326	01/19/2026	
01/19/2026	87903	OHIO VALLEY GAS CORP.		2209230445.000	CEDIT-REDEVELOPMENT COMMISSION	215 N COLUMBIA - GAS BILLS DUE JANUARY 2026	435.39	2326	01/19/2026	
12/31/2025	87906	RBDG GRANT -212 N COLUMBIA		2209230447.000	CEDIT-ECONOMIC DEVELOPMENT	REIMBURSE GRANT FUND FOR EDIT EXPENSE	2750.00	MC87906	12/31/2025	
12/31/2025	87910	OCRA OWNER OCCUPIED REHAB GRANT		2209230447.000	CEDIT-ECONOMIC DEVELOPMENT	RIEMBURSEMENT FOR EXPENSES PAID OUT OF OCRA REHAB GRANT FUND # 2409	6370.00	6370	12/31/2025	
12/31/2025	87911	RBDG GRANT BLDG-REID BLDG FUND		2209230447.000	CEDIT-ECONOMIC DEVELOPMENT	REIMBURSE RBDG FUND #2408 FOR EXPENSES PAID OUT OF RBDG GRANT REID BLDG FUND # 2408	19968.01	MV87911	12/31/2025	
01/21/2026	87923	INDIANA MICHIGAN POWER		2209230445.000	CEDIT-REDEVELOPMENT COMMISSION	ELECTRIC BILLS DUE JANUARY 2026	104.53	2327	01/21/2026	
01/23/2026	87983	AMERICAN PEST PROFESSIONALS MU		2209230447.000	CEDIT-ECONOMIC DEVELOPMENT	MONTHLY SERVICES PEST CONTROL - 213/215 N COLUMBIA	116.00		/ /	
01/23/2026	88003	JAY HOME INSPECTIONS, LLC		2209230447.000	CEDIT-ECONOMIC DEVELOPMENT	ASSIST IN PREPARING BID DOCUMENTS - OCRA	8400.00		/ /	
*** GRAND TOTAL ***							89173.22			

Accounts Payable Register

Date: 01/23/2026 06:21:44 PM

APVREGISTER.FRX

APV Register Batch - COUNCIL MTG 01/26/2026 WATER CLAIMS

All History

Ordered By APV Number

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
01/16/2026	87877	PAYROLL FUND		6101060111.000	WATER-WAGES	Water Salary	5891.13	PR87877	01/14/2026	
01/16/2026	87877	PAYROLL FUND		6101060151.000	WATER-OVERTIME WAGE	Water Overtime	350.70	PR87877	01/14/2026	
01/16/2026	87877	PAYROLL FUND		6101060141.000	WATER-SOCIAL SECURITY	Empr Liability Medicare	124.04	PR87877	01/14/2026	
01/16/2026	87877	PAYROLL FUND		6101060141.000	WATER-SOCIAL SECURITY	Empr Liability FICA	530.35	PR87877	01/14/2026	
01/16/2026	87877	PAYROLL FUND		6101060112.000	WATER-WAGES CLERKS	Water Salary Clerks	1014.29	PR87877	01/14/2026	
01/16/2026	87877	PAYROLL FUND		6101060113.000	WATER-ADMINISTRATIVE WAGES	Water Administration Salary	1786.02	PR87877	01/14/2026	
01/14/2026	87882	OHIO VALLEY GAS CORP.		6101060321.000	WATER-GAS, ELECTRIC	GAS BILLS DUE 1/16/25	33.04	18898	01/14/2026	
01/08/2026	87884	INVOICE CLOUD INC.		6101060211.000	WATER-OFFICE SUPPLIES	DECEMBER 2025 INVOICE CLOUD	166.80	MC87884	01/08/2026	
01/14/2026	87888	BANK OF NEW YORK TRUST COMPANY		6101060427.000	WATER-TRANSFER B & I	JANUARY 2026 2009 BONDS	1660.00	ACH87888	01/14/2026	
01/14/2026	87888	BANK OF NEW YORK TRUST COMPANY		6101060427.000	WATER-TRANSFER B & I	JANUARY 2026 RESERVE ACCT	3907.00	ACH87888	01/14/2026	
01/14/2026	87888	BANK OF NEW YORK TRUST COMPANY		6101060427.000	WATER-TRANSFER B & I	JANUARY 2026 2025B BONDS	10470.00	ACH87888	01/14/2026	
01/14/2026	87888	BANK OF NEW YORK TRUST COMPANY		6101060427.000	WATER-TRANSFER B & I	JANUARY 2026 2025A BONDS	9660.00	ACH87888	01/14/2026	
01/15/2026	87892	INDIANA DEPARTMENT OF REV		6101060409.000	WATER-SALES TAX	DECEMER 2025 SALES TAX - COLLECTION ALLOWANCE	-35.70	TX87892	01/15/2026	
01/15/2026	87892	INDIANA DEPARTMENT OF REV		6101060409.000	WATER-SALES TAX	DECEMER 2025 SALES TAX	4889.90	TX87892	01/15/2026	
01/19/2026	87897	SCHWAAB, INC		6101060211.000	WATER-OFFICE SUPPLIES	1/2 PYMT FOR REPLACEMENT PADS, DATE STAMP	61.12	18899	01/19/2026	
01/19/2026	87908	VERIZON WIRELESS		6101060353.000	WATER-COMPUTER MAINT.	MNTHLY CHRGS X 4 IPADS DUE JANUARY 31,2026	80.08	18900	01/19/2026	
12/31/2025	87919	CITY OF UNION CITY		6101060430.000	WATER-PILOT	4TH QUARTER PILOT PAYMENT	28900.00	MC87919	12/31/2025	
01/21/2026	87921	INDIANA MICHIGAN POWER		6101060321.000	WATER-GAS, ELECTRIC	ELECTRIC BILLS DUE JANUARY 2026	8365.39	18901	01/21/2026	
01/22/2026	87924	POSTMASTER		6101060313.000	WATER-POSTAGE	POSTAGE FOR LEAD PIPE LETTERS	753.32	18902	01/22/2026	
01/22/2026	87928	SPECTRUM BUSINESS ENTERPRISE		6101060314.000	WATER-TELEPHONE/INTERNET	MNTHLY INTERNET	124.99	18903	01/22/2026	

Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
01/22/2026	87943	EPIC INSURANCE MIDWEST		6101060331.000	WATER-MP, WC, INSURANCE	WORKERS COMPENSATION RENEWAL	3908.10		/ /	
01/22/2026	87944	UNION CITY NAPA		6101060352.000	WATER-EQUIPMENT REPAIR	NAPA OE QUALITY LOW BEAM LONG LIFE	15.34		/ /	
01/22/2026	87944	UNION CITY NAPA		6101060352.000	WATER-EQUIPMENT REPAIR	2YR WTY BATTERY, CORE DEPOSIT	115.48		/ /	
01/22/2026	87944	UNION CITY NAPA		6101060352.000	WATER-EQUIPMENT REPAIR	ALATERNATOR - CORE DEPOSIT	186.13		/ /	
01/22/2026	87945	HAWKINS, INC.		6101060242.000	WATER-CHEMICALS	CHLORINE	40.00		/ /	
01/22/2026	87945	HAWKINS, INC.		6101060242.000	WATER-CHEMICALS	CHLORINE	80.00		/ /	
01/22/2026	87946	U S AGGREGATES		6101060241.000	WATER-BITUMINOUS/GRAVEL	INDOT #8 STONE	76.83		/ /	
01/22/2026	87947	HML, INC		6101060243.000	WATER-LAB TESTING	COLIFORM PRESENT/ABSENT	112.00		/ /	
01/22/2026	87948	WISE SUPPLY CO., INC.		6101060231.000	WATER-REPAIR PARTS	PLUMBING SUPPLIES	41.36		/ /	
01/22/2026	87949	TIM CHEESMAN		6101060221.000	WATER-GASOLINE	DIESEL FUEL	622.82		/ /	
01/22/2026	87950	RM TRUCK & AUTO		6101060352.000	WATER-EQUIPMENT REPAIR	DIAGNOSE REPAIR - STARTER 2015 CHEV SILVERADO	644.20		/ /	
01/22/2026	87951	APACHE DESIGN		6101060225.000	WATER-CLOTHING ALLOWANCE	DECALS, HOODIES, TSHIRT	232.00		/ /	
01/22/2026	87952	INDIANA DEPT OF ENVIRONMENTAL		6101060426.000	WATER-MISC. EXPENSE	ANNUAL PERMIT	1520.00		/ /	
01/22/2026	87954	DIDIER HARDWARE		6101060224.000	WATER-GARAGE SUPPLIES	MILKHOUSE UTILITY HEATER	32.99		/ /	
01/22/2026	87954	DIDIER HARDWARE		6101060224.000	WATER-GARAGE SUPPLIES	12" AND 6" MILL BASTARD FILES, METAL BLADE, MOUSE SANDPAPER	69.46		/ /	
01/22/2026	87954	DIDIER HARDWARE		6101060224.000	WATER-GARAGE SUPPLIES	BLOCK OF RAGS	18.99		/ /	
01/22/2026	87954	DIDIER HARDWARE		6101060231.000	WATER-REPAIR PARTS	1" FIP BALL VALVE	39.99		/ /	
01/22/2026	87954	DIDIER HARDWARE		6101060222.000	WATER-SUPPLIES	ALKALINE BATTERIES	6.47		/ /	
01/22/2026	87954	DIDIER HARDWARE		6101060222.000	WATER-SUPPLIES	25 W A19180L BULB, RECT WASTEBACKET	11.98		/ /	
01/23/2026	87996	RANDOLPH EASTERN SCHOOL CORP.		6101060221.000	WATER-GASOLINE	FUEL EXPENSES	552.21		/ /	
01/20/2026	88000	FLAGSTAR PUBLIC FUNDING CORP.		6101060426.000	WATER-MISC. EXPENSE	ABM SOLAR LEASE PAYMENTS - WATER PORTION	221460.73	WR88000	01/20/2026	

Accounts Payable Register

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
*** GRAND TOTAL ***							308519.55			

Accounts Payable Register

Date: 01/23/2026 06:28:44 PM

APVREGISTER.FRX

APV Register Batch - COUNCIL MTG 01/26/2026 SEWAGE CLAIMS

All History

Ordered By APV Number

DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
01/16/2026	87878	PAYROLL FUND		6201070111.000	SEWAGE-WAGES	Sewage Salary	7514.03	PR87878	01/14/2026	
01/16/2026	87878	PAYROLL FUND		6201070151.000	SEWAGE-OVERTIME WAGE	Sewage Overtime	183.89	PR87878	01/14/2026	
01/16/2026	87878	PAYROLL FUND		6201070141.000	SEWAGE-SOCIAL SECURITY	Empr Liability FICA	611.61	PR87878	01/14/2026	
01/16/2026	87878	PAYROLL FUND		6201070141.000	SEWAGE-SOCIAL SECURITY	Empr Liability Medicare	143.05	PR87878	01/14/2026	
01/16/2026	87878	PAYROLL FUND		6201070112.000	SEWAGE-ADMIN WAGES	Sewage Admin Wages	2786.85	PR87878	01/14/2026	
01/14/2026	87881	OHIO VALLEY GAS CORP.		6201070321.000	SEWAGE-GAS & ELECTRIC	GAS BILLS DUE 1/16/26	1479.05	17463	01/14/2026	
01/08/2026	87883	INVOICE CLOUD INC.		6201070211.000	SEWAGE-OFFICE SUPPLY	DECEMBER 2025 INVOICE CLOUD	166.80	MC87883	01/08/2026	
01/15/2026	87886	ENTERPRISE FLEET MANAGEMENT, INC		6201070429.000	SEWAGE - VEHICLE REPLACEMENT	JANUARY 2026 LEASE TWO 2024 RAM 1500 TRKS	1466.11	ACH87886	01/16/2026	
01/02/2026	87898	USDA RURAL DEVELOPMENT		6202070100.000	SEWAGE - BOND & INT DISBURSEMENTS	2026 INTEREST DUE SEWAGE BOND & INTEREST	47787.50	ACH87898	01/02/2026	
01/02/2026	87898	USDA RURAL DEVELOPMENT		6202070100.000	SEWAGE - BOND & INT DISBURSEMENTS	2026 PRINCIPAL DUE SEWAGE BOND & INTEREST	86000.00	ACH87898	01/02/2026	
01/19/2026	87899	BEST WAY OF INDIANA		6201070375.000	SEWAGE-WASTE DISPOSAL	825 N JACKSON PIKE WASTE-SLUDGE X 5 @ $485.00	2425.00	17464	01/19/2026	
01/19/2026	87902	BEST WAY OF INDIANA		6201070375.000	SEWAGE-WASTE DISPOSAL	825 N JACKSON PIKE SPECIAL WASTE-WASTE SLUDGE	1154.96	17465	01/19/2026	
01/19/2026	87902	BEST WAY OF INDIANA		6201070375.000	SEWAGE-WASTE DISPOSAL	825 N JACKSON PIKE SPECIAL WASTE-WASTE SLUDGE	1176.72	17465	01/19/2026	
01/19/2026	87902	BEST WAY OF INDIANA		6201070375.000	SEWAGE-WASTE DISPOSAL	825 N JACKSON PIKE SVC CONTAINER	108.33	17465	01/19/2026	
01/19/2026	87909	VERIZON WIRELESS		6201070352.000	SEWAGE-EQUIPMNT/EQUIPMNT REPAIR	MNTHLY CHRGS X 2 IPADS DUE JANUARY 31,2026	40.04	17466	01/19/2026	
12/31/2025	87918	CITY OF UNION CITY		6201070428.000	SEWAGE-PILOT	4TH QUARTER PILOT PAYMENT	35000.00	MC87918	12/31/2025	
01/21/2026	87922	INDIANA MICHIGAN POWER		6201070321.000	SEWAGE-GAS & ELECTRIC	ELECTRIC BILLS DUE JANUARY 2026	5648.83	17467	01/21/2026	
01/22/2026	87929	SPECTRUM BUSINESS ENTERPRISE		6201070314.000	SEWAGE-TELEPHONE/INTERNET	MNTHLY VOICE & INTERNET	299.99	17468	01/22/2026	
01/22/2026	87930	EPIC INSURANCE MIDWEST		6201070331.000	SEWAGE-INSURANCE-WC/MP	WORKERS COMP RENEWAL	3908.10		/ /	
01/22/2026	87931	TIMMONS WATER SYSTEMS		6201070243.000	SEWAGE-LAB TESTING	WATER AND SALT	83.50		/ /	
01/22/2026	87931	TIMMONS WATER SYSTEMS		6201070354.000	SEWAGE-EQUIPMENT	CREDIT FROM PREVIOUS	-84.50		/ /	

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					RENTAL	YEARS				
01/22/2026	87931	TIMMONS WATER SYSTEMS		6201070354.000	SEWAGE-EQUIPMENT RENTAL	OCT WATER COOLER RENTAL	18.00		/ /	
01/22/2026	87931	TIMMONS WATER SYSTEMS		6201070354.000	SEWAGE-EQUIPMENT RENTAL	NOV WATER COOLER RENTAL	18.00		/ /	
01/22/2026	87931	TIMMONS WATER SYSTEMS		6201070354.000	SEWAGE-EQUIPMENT RENTAL	OCT WATER SOFTENER RENTAL	40.00		/ /	
01/22/2026	87931	TIMMONS WATER SYSTEMS		6201070354.000	SEWAGE-EQUIPMENT RENTAL	JAN 2026 WATER COOLER RENTAL	18.00		/ /	
01/22/2026	87931	TIMMONS WATER SYSTEMS		6201070354.000	SEWAGE-EQUIPMENT RENTAL	DEC WATER SOFTENER RENTAL	40.00		/ /	
01/22/2026	87931	TIMMONS WATER SYSTEMS		6201070354.000	SEWAGE-EQUIPMENT RENTAL	NOV WATER SOFTENER RENTAL	40.00		/ /	
01/22/2026	87931	TIMMONS WATER SYSTEMS		6201070354.000	SEWAGE-EQUIPMENT RENTAL	JAN 2026 WATER SOFTENER RENTAL	40.00		/ /	
01/22/2026	87931	TIMMONS WATER SYSTEMS		6201070354.000	SEWAGE-EQUIPMENT RENTAL	DEC WATER COOLER RENTAL	18.00		/ /	
01/22/2026	87932	WISE SUPPLY CO., INC.		6201070345.000	SEWAGE-STUB OUT REPAIR	PLUMBING SUPPLIES	65.52		/ /	
01/22/2026	87932	WISE SUPPLY CO., INC.		6201070345.000	SEWAGE-STUB OUT REPAIR	PLUMBING SUPPLIES	775.05		/ /	
01/22/2026	87933	INDIANA DEPT OF ENVIRONMENTAL		6201070391.000	SEWAGE-LICENSE / PERMITS	ANNUAL PERMIT	9670.00		/ /	
01/22/2026	87934	MCHOLLAND SERVICES LLC		6201070226.000	SEWAGE-SAFETY / PPE	2 FULL ZIP HOODED SWEATSHIRTS	106.74		/ /	
01/22/2026	87935	INDIANA OXYGEN CO.		6201070242.000	SEWAGE-CHEMICALS	SEVEN YR LEASE -LRGE ACETYLEN AND OCYGEN	478.00		/ /	
01/22/2026	87936	NCL OF WISCONSIN, INC.		6201070243.000	SEWAGE-LAB TESTING	GLASS FIBER FILTERS	943.43		/ /	
01/22/2026	87937	CARTS AND PARTS		6201070352.000	SEWAGE-EQUIPMNT/EQUIPMNT REPAIR	INSTALLED HEADLIGHTS AND TAIL LIGHTS	485.00		/ /	
01/22/2026	87938	UTILITY SUPPLY CO., INC.		6201070352.000	SEWAGE-EQUIPMNT/EQUIPMNT REPAIR	ADAPTERS AND BUSHINGS	585.96		/ /	
01/22/2026	87938	UTILITY SUPPLY CO., INC.		6201070352.000	SEWAGE-EQUIPMNT/EQUIPMNT REPAIR	2" MALE CAM X MALE CAM FITTING	54.07		/ /	
01/22/2026	87939	THE HENRY P. THOMPSON		6201070242.000	SEWAGE-CHEMICALS	GREASE REFILLS FOR OX DITCH	712.03		/ /	
01/22/2026	87939	THE HENRY P. THOMPSON		6201070242.000	SEWAGE-CHEMICALS	GREASE REFILLS FOR OX	888.29		/ /	

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						DITCH				
01/22/2026	87940	BLUE RIVER TECHNOLOGIES		6201070242.000	SEWAGE-CHEMICALS	5 GALLON PAIL POLYMER BRT 4918A-1	1370.00		/ /	
01/22/2026	87940	BLUE RIVER TECHNOLOGIES		6201070242.000	SEWAGE-CHEMICALS	5 GALLON PAIL POLYMER BRT 4918A-1	1370.00		/ /	
01/22/2026	87940	BLUE RIVER TECHNOLOGIES		6201070455.000	SEWAGE-GEO BAGS	20/30 UD ROLL-OFF CONTAINER BAG - QTY 8	5040.00		/ /	
01/22/2026	87940	BLUE RIVER TECHNOLOGIES		6201070455.000	SEWAGE-GEO BAGS	20/30 UD ROLL-OFF CONTAINER BAG - QTY 8	5040.00		/ /	
01/22/2026	87941	DIDIER HARDWARE		6201070224.000	SEWAGE-GARAGE SUPPLIES	WET/DRY VAC	119.99		/ /	
01/22/2026	87941	DIDIER HARDWARE		6201070224.000	SEWAGE-GARAGE SUPPLIES	10 " AND 8" STRAIGHT HOOK BULK	22.90		/ /	
01/22/2026	87941	DIDIER HARDWARE		6201070242.000	SEWAGE-CHEMICALS	MAPP PRO FUEL - QTY 2	31.98		/ /	
01/22/2026	87941	DIDIER HARDWARE		6201070351.000	SEWAGE-BUILDING REPAIR	1/4" GALV ANCHOR SHACKLE - QTY 3	11.97		/ /	
01/22/2026	87941	DIDIER HARDWARE		6201070351.000	SEWAGE-BUILDING REPAIR	STEEL HOSE HANGER - QTY 3	41.97		/ /	
01/22/2026	87941	DIDIER HARDWARE		6201070351.000	SEWAGE-BUILDING REPAIR	PEG HOOK SET, PEGBOARD, NUTS,BOLTS, WASHERS, SCREWS	43.50		/ /	
01/22/2026	87941	DIDIER HARDWARE		6201070352.000	SEWAGE-EQUIPMNT/EQUIPMNT REPAIR	2 ANGLE VALVES	27.98		/ /	
01/22/2026	87941	DIDIER HARDWARE		6201070352.000	SEWAGE-EQUIPMNT/EQUIPMNT REPAIR	16LB DIGGING BAR	42.99		/ /	
01/22/2026	87941	DIDIER HARDWARE		6201070352.000	SEWAGE-EQUIPMNT/EQUIPMNT REPAIR	ALUM ANGLE, NUTS, BOLTS,SCEWS, WASHERS	13.89		/ /	
01/22/2026	87941	DIDIER HARDWARE		6201070352.000	SEWAGE-EQUIPMNT/EQUIPMNT REPAIR	MED DUTY ROCKER SWITCH	7.99		/ /	
01/22/2026	87941	DIDIER HARDWARE		6201070222.000	SEWAGE-SUPPLIES	KLEENEX, ICE MELT, HUMIDITY DIAL THERMOMETER	71.33		/ /	
01/22/2026	87941	DIDIER HARDWARE		6201070222.000	SEWAGE-SUPPLIES	MEASURING CUP, PAIL LID, SHOVEL	55.06		/ /	
01/22/2026	87941	DIDIER HARDWARE		6201070222.000	SEWAGE-SUPPLIES	ICE MELT, PAIL AND LID, SHOVEL	93.23		/ /	
01/22/2026	87941	DIDIER HARDWARE		6201070222.000	SEWAGE-SUPPLIES	ICEMELT	89.94		/ /	
01/22/2026	87941	DIDIER HARDWARE		6201070222.000	SEWAGE-SUPPLIES	ALKALINE BATTERIES	13.99		/ /	

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01/22/2026	87941	DIDIER HARDWARE		6201070226.000	SEWAGE-SAFETY / PPE	GLOVES, FLOOR PLUG, HAND WARMER	40.22		/ /	
01/22/2026	87942	UNION CITY NAPA		6201070224.000	SEWAGE-GARAGE SUPPLIES	10 IN DIP BRUSH HEAD	12.20		/ /	
01/22/2026	87942	UNION CITY NAPA		6201070242.000	SEWAGE-CHEMICALS	ANTIFREEZE	7.42		/ /	
01/22/2026	87942	UNION CITY NAPA		6201070242.000	SEWAGE-CHEMICALS	BRAKE PARTS CLEANER	57.84		/ /	
01/22/2026	87942	UNION CITY NAPA		6201070352.000	SEWAGE-EQUIPMNT/EQUIPMNT REPAIR	SWITCH	4.32		/ /	
01/22/2026	87953	JOHN SLOCUM		6201070345.000	SEWAGE-STUB OUT REPAIR	REPLACED SEWER LATERAL FROM MANHOLE TO PROPERTY LINE	1200.00		/ /	
01/23/2026	87976	ARAB TERMITE & PEST INC.		6201070222.000	SEWAGE-SUPPLIES	MNTHLY PEST CONTROL @ WWTP	90.00		/ /	
01/23/2026	87987	RANDOLPH EASTERN SCHOOL CORP.		6201070221.000	SEWAGE-GASOLINE	FUEL EXPENSE	1047.23		/ /	
01/23/2026	87988	RQAW		6201070410.000	SEWAGE-PROFESSIONAL FEE	MTG W/ROB TO REVIEW IDEM COMMENTS FOLLOW UP FOR REVISIONS W/MARY	440.00		/ /	
01/23/2026	87988	RQAW		6201070410.000	SEWAGE-PROFESSIONAL FEE	MTG W/ROB TO REVIEW IDEM COMMENTS FOLLOW UP FOR REVISIONS W/MARY	787.50		/ /	
01/20/2026	88001	FLAGSTAR PUBLIC FUNDING CORP.		6201070426.000	SEWAGE-MISC. EXPENSE	ABM SOLAR LEASE PAYMENTS - SEWAGE PORTION	155119.53	WR88001	01/20/2026	

*** GRAND TOTAL *** 385210.92

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APVREGISTER.FRX

APV Register Batch - COUNCIL MTG 01/26/2026 GENERAL CLAIMS

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
01/15/2026	87875	PAYROLL FUND		8802140331.000	POLICE PENSION-RETIRED	Police Pension	2298.50	PR87875	01/13/2026	
01/15/2026	87875	PAYROLL FUND		8801150331.000	FIRE PENSION-RETIRED	Fire Pension	2331.55	PR87875	01/13/2026	
01/16/2026	87876	PAYROLL FUND		1101010111.000	MAYOR-SALARY AND WAGES	Mayor Salary	280.78	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101010141.000	MAYOR-SOCIAL SECURITY	Empr Liability Medicare	4.08	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101010141.000	MAYOR-SOCIAL SECURITY	Empr Liability FICA	17.41	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101020111.000	C-T SALARY AND WAGES	Clerk-Treasurer	644.87	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101020141.000	C-T SOCIAL SECURITY	Empr Liability FICA	199.88	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101020141.000	C-T SOCIAL SECURITY	Empr Liability Medicare	46.74	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101030111.000	COURT-JUDGE SALARY	Judge Salary	1346.15	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101030141.000	COURT-SOCIAL SECURITY	Empr Liability Medicare	38.29	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101030141.000	COURT-SOCIAL SECURITY	Empr Liability FICA	163.73	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101070141.000	POLICE-SOCIAL SECURITY	Empr Liability Medicare	271.98	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101070141.000	POLICE-SOCIAL SECURITY	Empr Liability FICA	192.53	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101070151.000	POLICE-OVERTIME WAGES	Police Overtime	363.86	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101080141.000	FIRE-MEDICARE/SOCIAL SECURITY	Empr Liability FICA	253.89	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101080141.000	FIRE-MEDICARE/SOCIAL SECURITY	Empr Liability Medicare	318.60	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101080151.000	FIRE-OT/HOLIDAY/CALLBACK	Fire-Overtime/Holiday/Callback	8032.88	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		2201090111.000	MVH-WAGES	Street Dept Wages	10595.15	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		2201090141.000	MVH-SOCIAL SECURITY	Empr Liability FICA	672.32	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		2201090141.000	MVH-SOCIAL SECURITY	Empr Liability Medicare	157.23	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		2201090151.000	MVH-OVERTIME WAGES	Street Overtime	561.29	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		2204110111.000	PARK-WAGES	Park Wages	39.00	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		2204110141.000	PARK-SOCIAL SECURITY	Empr Liability Medicare	0.57	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		2204110141.000	PARK-SOCIAL SECURITY	Empr Liability FICA	2.42	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101020151.000	C-T OVERTIME WAGES	Clerk Overtime	209.37	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		6606190111.000	AMB NR-WAGES	Ambulance NR Part Time	3931.39	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		6606190141.000	AMB NR-SOCIAL SECURITY	Empr Liability Medicare	56.98	PR87876	01/14/2026	

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01/16/2026	87876	PAYROLL FUND		6606190141.000	AMB NR-SOCIAL SECURITY	Empr Liability FICA	243.76	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101020112.000	C-T BUDGET-P/R ADMIN.	Budget-Payroll Admin	2482.31	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101020114.000	C-T DEPUTY CLERK	Deputy Clerk	76.92	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101030112.000	COURT-CLERK WAGE	Court Clerk	1294.65	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101070112.000	POLICE-WAGES	Police Dept Wages	17809.91	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101080112.000	FIRE-WAGES	Fire Dept Wages	15254.61	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101110111.000	CITY MGR-SALARY	City Manager Salary	1933.08	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101110141.000	CITY MGR-SOCIAL SECURITY	Empr Liability FICA	108.93	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101110141.000	CITY MGR-SOCIAL SECURITY	Empr Liability Medicare	25.48	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		1101070119.000	POLICE-PART TIME WAGES	Police Part Time Wages	1244.19	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		2240080112.000	FIRE - WAGES	Public Safety Director	2823.27	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		2240080141.000	FIRE-FICA&MEDICARE	Empr Liability FICA	167.93	PR87876	01/14/2026	
01/16/2026	87876	PAYROLL FUND		2240080141.000	FIRE-FICA&MEDICARE	Empr Liability Medicare	39.27	PR87876	01/14/2026	
01/14/2026	87879	OHIO VALLEY GAS CORP.		1101060321.000	CITY BLDG-ELECTRIC, GAS	GAS BILLS DUE JANUARY 16,2026	974.56	49618	01/14/2026	
01/14/2026	87879	OHIO VALLEY GAS CORP.		2201090321.000	MVH-GAS & ELECTRIC	GAS BILLS DUE JANUARY 16,2026	622.94	49618	01/14/2026	
01/14/2026	87879	OHIO VALLEY GAS CORP.		2204110321.000	PARK-ELECTRIC, GAS	GAS BILLS DUE JANUARY 16,2026	269.17	49618	01/14/2026	
01/14/2026	87879	OHIO VALLEY GAS CORP.		2205120321.000	CEMETERY-GAS/ELECTRIC	GAS BILLS DUE JANUARY 16,2026	127.85	49618	01/14/2026	
01/14/2026	87879	OHIO VALLEY GAS CORP.		1101070340.000	POLICE-GAS & ELECTRIC	GAS BILLS DUE JANUARY 16,2026	698.30	49618	01/14/2026	
01/14/2026	87879	OHIO VALLEY GAS CORP.		6606190332.000	AMB NR-GAS/ELECTRIC	GAS BILLS DUE JANUARY 16,2026	1002.42	49618	01/14/2026	
01/15/2026	87887	ENTERPRISE FLEET MANAGEMENT, INC		1101070447.000	POLICE-VEHICLE REPLACEMENT	JANUARY 2026 LEASE FIVE 2024 DODGE DURANGOS	4649.42	ACH87887	01/16/2026	
01/15/2026	87889	INPRS		1101070143.000	POLICE-PENSION	POLICE PENSION PAYROLL 01/02/2026	3170.04	PR87889	01/15/2026	
01/15/2026	87889	INPRS		1101080143.000	FIRE-FIREFIGHTERS PENSION	FIRE PENSION PAYROLL 01/02/2026	3087.84	PR87889	01/15/2026	
01/16/2026	87894	AGAPE WEST		1101010362.000	MAYOR-PROMOTIONAL	ANNUAL MEMBERSHIP-AGAPE 2026	100.00	49619	01/16/2026	

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01/16/2026	87895	VERIZON WIRELESS		2201090314.000	MVH-TELEPHONE	MVH MNTHLY IPAD HOTSPOTS DUE JANUARY 27,2026	90.00	49620	01/16/2026	
01/16/2026	87895	VERIZON WIRELESS		1101070316.000	POLICE-PHONE/CABLE/INTERNET	PD MNTHLY IPAD HOTSPOTS DUE JANUARY 27,2026	360.15	49620	01/16/2026	
01/16/2026	87896	VERIZON WIRELESS		2201090314.000	MVH-TELEPHONE	ON CALL PHONE MNTHLY PYMT DUE JANUARY 25,2026	69.96	49621	01/16/2026	
01/19/2026	87900	BEST WAY OF INDIANA		6604100362.000	UTILITIES-TRASH CONTRACT	MNTHLY CONTRACTED CHRG FOR DEC.2025	16887.00	49622	01/19/2026	
01/19/2026	87901	BEST WAY OF INDIANA		2201090375.000	MVH-WASTE DISPOSAL	MNTHLY CHRG-OVERAGE HOST AGREEMENT	413.10	49623	01/19/2026	
12/31/2025	87904	LOCAL ROAD AND BRIDGE MATCHING FUND		2203090451.000	MVH RE - STREET AND ALLEY PAVING	2025 CCMG LOCAL MATCH	26393.35	MC87904	12/31/2025	
01/19/2026	87905	ADT LLC		1101060351.000	CITY BLDG-BUILDING REPAIR	RECURRING CHRGS DUE JANUARY 30,2026	164.19	49624	01/19/2026	
01/19/2026	87907	VERIZON WIRELESS		2205120431.000	CEMETERY-MISC EXPENSE	MNTHLY CHRGS - IPAD - DUE JANUARY 31,2026	20.02	49625	01/19/2026	
01/21/2026	87920	INDIANA MICHIGAN POWER		1101060321.000	CITY BLDG-ELECTRIC, GAS	ELECTRIC BILL DUE JANUARY 2026	61.76	49626	01/21/2026	
01/21/2026	87920	INDIANA MICHIGAN POWER		2201090321.000	MVH-GAS & ELECTRIC	ELECTRIC BILL DUE JANUARY 2026	203.03	49626	01/21/2026	
01/21/2026	87920	INDIANA MICHIGAN POWER		2204110321.000	PARK-ELECTRIC, GAS	ELECTRIC BILL DUE JANUARY 2026	2040.97	49626	01/21/2026	
01/21/2026	87920	INDIANA MICHIGAN POWER		2205120321.000	CEMETERY-GAS/ELECTRIC	ELECTRIC BILL DUE JANUARY 2026	15.35	49626	01/21/2026	
01/21/2026	87920	INDIANA MICHIGAN POWER		6604100321.000	UTILITIES-WATER & LIGHT	ELECTRIC BILL DUE JANUARY 2026	3516.79	49626	01/21/2026	
01/22/2026	87925	SPECTRUM BUSINESS ENTERPRISE		1101060314.000	CITY BLDG-TELEPHONE	MONTHLY TV & VOICE	186.78	49627	01/22/2026	
01/22/2026	87925	SPECTRUM BUSINESS ENTERPRISE		1101060315.000	CITY BLDG-INTERNET	MONTHLY FIBER INTERNET	934.00	49627	01/22/2026	
01/22/2026	87926	SPECTRUM BUSINESS ENTERPRISE		1101070316.000	POLICE-PHONE/CABLE/INTERNET		159.99	49628	01/22/2026	
01/22/2026	87927	SPECTRUM BUSINESS ENTERPRISE		2201090314.000	MVH-TELEPHONE	VOICE MONTHLY	36.99	49629	01/22/2026	
01/23/2026	87955	TIM CHEESMAN		2201090221.000	MVH-GASOLINE	1/2 PYMT DIESEL PURCHASE	622.82		/ /	
01/23/2026	87956	U S AGGREGATES		2201090241.000	MVH-BITUMINOUS & GRAVEL	1/2 PYMT STONE PURCHASE	76.82		/ /	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
01/23/2026	87957	MCHOLLAND SERVICES LLC		1101070211.000	POLICE-OFFICE SUPPLIES	DISPOSABLE GLOVES CS	92.74		/ /	
01/23/2026	87957	MCHOLLAND SERVICES LLC		2201090225.000	MVH-CLOTHING ALLOWANCE	5-SHORT SLEEVE T-SHIRTS	64.75		/ /	
01/23/2026	87958	MONTANO LUMBER COMPANY		2201090224.000	MVH-GARAGE & MOTOR	WD 40	25.49		/ /	
01/23/2026	87958	MONTANO LUMBER COMPANY		2201090224.000	MVH-GARAGE & MOTOR	DECK SCREWS, BROOM HANDLE	25.49		/ /	
01/23/2026	87959	TIMMONS WATER SYSTEMS		2201090222.000	MVH - SUPPLIES	ANNUAL BILL - WATER SOFTENER RENTAL @ 424 S. HOWARD	540.00		/ /	
01/23/2026	87960	DIDIER HARDWARE		2201090224.000	MVH-GARAGE & MOTOR	FROST BREAK CAM, 2	13.98		/ /	
01/23/2026	87960	DIDIER HARDWARE		2201090224.000	MVH-GARAGE & MOTOR	PUMPKIN SPRAY PAINT	7.99		/ /	
01/23/2026	87960	DIDIER HARDWARE		2201090224.000	MVH-GARAGE & MOTOR	3/4 GALV ANCHOR SHACKLE X 4	33.96		/ /	
01/23/2026	87960	DIDIER HARDWARE		2201090224.000	MVH-GARAGE & MOTOR	3/8 QUICK LINK X 3	20.97		/ /	
01/23/2026	87960	DIDIER HARDWARE		2201090224.000	MVH-GARAGE & MOTOR	CABLE TIES X 2	34.98		/ /	
01/23/2026	87960	DIDIER HARDWARE		2201090224.000	MVH-GARAGE & MOTOR	BLK SPRAY PAINT, RUST REFORMER	20.48		/ /	
01/23/2026	87960	DIDIER HARDWARE		2201090224.000	MVH-GARAGE & MOTOR	NUTS,BOLTS,SCREWS,WASHERS X 12	5.16		/ /	
01/23/2026	87960	DIDIER HARDWARE		2201090224.000	MVH-GARAGE & MOTOR	4-1/2 METAL CUT WHEEL X 6	26.94		/ /	
01/23/2026	87960	DIDIER HARDWARE		2201090224.000	MVH-GARAGE & MOTOR	24" STEEL SNOW PUSHER	64.99		/ /	
01/23/2026	87960	DIDIER HARDWARE		2201090231.000	MVH-REPAIR PARTS	WIRE CLIP, MALE COUPLING, BALL VALVE	55.46		/ /	
01/23/2026	87960	DIDIER HARDWARE		2201090351.000	MVH-BUILDING REPAIR	15A WH SLFTS OUTLET	16.99		/ /	
01/23/2026	87960	DIDIER HARDWARE		2201090351.000	MVH-BUILDING REPAIR	WHT WALL PLATE	1.29		/ /	
01/23/2026	87960	DIDIER HARDWARE		2201090222.000	MVH - SUPPLIES	GREEN EXT CORD X 2, W/RAIN COVER	23.96		/ /	
01/23/2026	87960	DIDIER HARDWARE		2201090222.000	MVH - SUPPLIES	GRAY OUTLET ADAPTER X 3	5.37		/ /	
01/23/2026	87961	GLASS COMPONENTS, INC		1101110317.000	CITY MGR-PROMOTION	CAR SHOW FLYERS -COLORED COPIES TWO SIDED 5,000	900.00		/ /	
01/23/2026	87962	HSI EMERGENCY CARE SOLUTIONS, INC / MEDIC FIRST IN		6606190361.000	AMB NR-PROMOTIONAL	HSI BLS DIGITAL CERTIFICATION CARD X 11	88.66		/ /	
01/23/2026	87963	TIMMONS WATER SYSTEMS		1101070211.000	POLICE-OFFICE SUPPLIES	PD - 12 5GAL H2O	128.00		/ /	
01/23/2026	87964	DIDIER HARDWARE		1101080351.000	FIRE-BUILDING	PADLOCK, DOUBLE HINGE	22.98		/ /	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
					MAINTENANCE	HASP				
01/23/2026	87964	DIDIER HARDWARE		1101080351.000	FIRE-BUILDING MAINTENANCE	POLY SNOW SHOVEL X 2	39.94		/ /	
01/23/2026	87965	WISE SUPPLY CO., INC.		2204110241.000	PARK-POOL SUPPLIES	8W LED BULBS	47.24		/ /	
01/23/2026	87966	MEDICOUNT MANAGEMENT, INC		6606190320.000	AMB NR-BILLING SERVICE	BILLING FEE DEC.2025 PYMTS REC., MEDICOUNT,CLIENT LIABILITY	824.78		/ /	
01/23/2026	87967	AIRGAS USA, LLC		6606190242.000	AMB NR-SUPPLIES CONSUMABLE	RENT OXYGEN	704.75		/ /	
01/23/2026	87968	BOUND TREE MEDICAL, LLC		6606190242.000	AMB NR-SUPPLIES CONSUMABLE	TAMPER EVIDENT SEAL, CYNCH-LOK	57.29		/ /	
01/23/2026	87969	THE SERVICE COMPANY		2201090352.000	MVH-EQUIPMENT REPAIR	KIT,PUMP,FUEL	85.45		/ /	
01/23/2026	87970	EPIC INSURANCE MIDWEST		1101040331.000	COUNCIL-INSURANCE	1/3 PYMT OF RENEWAL CL WORKERS COMP 1/24/26 TO 1/24/27	31264.80		/ /	
01/23/2026	87971	RANDOLPH EASTERN SCHOOL CORP.		2201090221.000	MVH-GASOLINE	FUEL PURCHASE 11/19/25 - 01/07/26	2746.99		/ /	
01/23/2026	87971	RANDOLPH EASTERN SCHOOL CORP.		6606190221.000	AMB NR-GASOLINE/DIESEL	FUEL PURCHASE 11/19/25 - 01/07/26	1729.30		/ /	
01/23/2026	87971	RANDOLPH EASTERN SCHOOL CORP.		2240080226.000	FIRE-FUEL	FUEL PURCHASE 11/19/25 - 01/07/26	358.69		/ /	
01/23/2026	87972	DISA GLOBAL SOLUTIONS, INC.		2201090370.000	MVH-DRUG TESTING/CDL	RANDOM CDL DRUG TESTING	183.65		/ /	
01/23/2026	87974	ASCENSION ST. VINCENT PUBLIC SAFETY MEDICAL		8802140131.000	POLICE PENSION-PHYSICAL	PD PHYSICAL E.LEVESQUE	1790.20		/ /	
01/23/2026	87975	WISE SUPPLY CO., INC.		2511230410.000	HOUSING REHAB - DISBURSEMENTS	PLUMBING SUPPLIES FOR 214 W.HICKORY	1260.35		/ /	
01/23/2026	87977	COMFORT SYSTEMS LLC		1101060352.000	CITY BLDG-EQUIP. REPAIR	COM RM BOILER REPAIR & LABOR	914.95		/ /	
01/23/2026	87978	DIDIER HARDWARE		1101060351.000	CITY BLDG-BUILDING REPAIR	LITHIUM BATTERY X 3, REPLACEMENT BATTERIES FOR PANIC BUTTONS	12.87		/ /	
01/23/2026	87979	DIDIER HARDWARE		2201090224.000	MVH-GARAGE & MOTOR	MOUNTING TAPE X 2	25.98		/ /	
01/23/2026	87981	ASCENSION MEDICAL GROUP ST. VINCENT		2201090370.000	MVH-DRUG TESTING/CDL	CDL PHYSICAL - Z.HOLT	75.00		/ /	
01/23/2026	87982	GARBER ELECTRICAL CONTRACTORS		1101060301.000	CITY BLDG-PHONE MAINTENANCE	ANNUAL PHONE MAINTENANCE AGREEMENT 1/1/26 -12/31/26	1060.20		/ /	

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DATE FILED	APV #	NAME OF PAYEE	PO #	APPROP #	APPROPRIATION	DESCRIPTION	AMOUNT	CHECK #	CHECK DATE	MEMORANDUM
01/23/2026	87984	INDIANA DRUG ENFORCEMENT ASSOCIATION		2240070311.000	POLICE-TRAINING MATERIAL	FIELD TEST CERT, CLASS - G.SHOEMAKER	30.00		/ /	
01/23/2026	87985	UNION CITY NAPA		2201090224.000	MVH-GARAGE & MOTOR	ENGINE OIL FILTER	7.27		/ /	
01/23/2026	87985	UNION CITY NAPA		2201090224.000	MVH-GARAGE & MOTOR	NAPA OIL	4.29		/ /	
01/23/2026	87985	UNION CITY NAPA		2201090224.000	MVH-GARAGE & MOTOR	BOTTOM TAP METRIC	6.25		/ /	
01/23/2026	87985	UNION CITY NAPA		2201090224.000	MVH-GARAGE & MOTOR	5W20 SYNTHETIC MOTOR X 4	17.16		/ /	
01/23/2026	87985	UNION CITY NAPA		2201090224.000	MVH-GARAGE & MOTOR	CAP SCREW X 4	9.08		/ /	
01/23/2026	87985	UNION CITY NAPA		2201090224.000	MVH-GARAGE & MOTOR	SWITCH - TOGGLE	19.84		/ /	
01/23/2026	87985	UNION CITY NAPA		2201090231.000	MVH-REPAIR PARTS	2011 CHEV COLORADO FRONT DISC BRAKE	41.99		/ /	
01/23/2026	87985	UNION CITY NAPA		2201090231.000	MVH-REPAIR PARTS	SWITCH - TOGGLE	79.36		/ /	
01/23/2026	87985	UNION CITY NAPA		2201090222.000	MVH - SUPPLIES	BLK PAINT MARKER, WHT PAINT MARKER, YELLOW PAINT MARKER	10.50		/ /	
01/23/2026	87986	UNION CITY NAPA		2204110224.000	PARK-GARAGE AND MOTOR	NAPA EP GREASE CART X 10	59.70		/ /	
01/23/2026	87989	SHOCKNEY ELECTRIC		2510230410.000	PATRONICITY FUND DISBURSEMENTS	MILITARY PARK ELECTRICAL LABOR & SUPPLIES	1003.95		/ /	
01/23/2026	87990	WASSON NURSERY		2510230410.000	PATRONICITY FUND DISBURSEMENTS	MILIARY PLAZA LANDSCAPING	33136.22		/ /	
01/23/2026	87991	RICHARD HOLBROOK		1101060420.000	CITY BLDG-CITY BUILDING	1/2 PYMT COURT DOOR LOCK	60.00		/ /	
01/23/2026	87991	RICHARD HOLBROOK		1101030354.000	COURT-BUILDING MAINTENANCE	1/2 PYMT COURT DOOR LOCK	60.00		/ /	
01/23/2026	87992	AMSTERDAM PRINTING AND LITHO		1101020211.000	C-T OFFICE SUPPLIES	EMPLOYEE HISTORY FOLDERS X 4 25PK	413.84		/ /	
01/23/2026	87993	GANNETT INDIANA-KENTUCKY LOCALIQ		1101040322.000	COUNCIL-LEGAL ADS	NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATIONS	66.30		/ /	
01/23/2026	87994	ELECTRONIC STRATEGIES INC		6604100320.000	UTILITIES-COMPUTER TECH SUPPORT	IT MNTHLY BILLING PER CONTRACT SERVICE FEB.2026	2392.00		/ /	
01/23/2026	87995	CHAD SPENCE		1101060226.000	CITY BLDG-SUPPLIES	REIMBURSEMENT - CITY'S ADOBE SYSTEM CHRGS ON PERSONAL CREDIT CARD	166.80		/ /	
01/20/2026	87998	FLAGSTAR PUBLIC FUNDING CORP.		1101120400.000	CITY PROJ-DISBURSEMENTS	ABM SOLAR LEASE PAYMENTS	229829.17	WR87998	01/20/2026	
01/23/2026	87999	START WITH ART LTD		1101010362.000	MAYOR-PROMOTIONAL	DONATION FOR JULY 25,2026 EVENT @ ARTISAN PARK	1675.00		/ /	

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01/23/2026	88002	STEVEN JAMES		1101010362.000	MAYOR-PROMOTIONAL	9 SESSIONS @ $50 EACH LEADERSHIP DEVELOPMENT	450.00		/ /	

*** GRAND TOTAL *** 458433.14

RESOLUTION 2026-R-01

RESOLUTION OF THE CITY COUNCIL OF UNION CITY, INDIANA, TRANSFERRING FUNDS WITHIN BUDGET CLASSIFICATIONS FOR INCREASE/DECREASE PURPOSES

WHEREAS, it has been brought to the attention of the Common Council of the City of Union City, Indiana, that in order to operate the City for the balance of the year, it is necessary to decrease certain appropriations and increase others affecting said City,

THEREFORE, BE IT RESOLVED by the Common Council of the City of Union City, Indiana, that the following appropriations be increased and decreased by the amounts indicated:

FUND	APPR. #	APPR. NAME	INCREASE	DECREASE
Clerk-Treasurer	1101-020-211	Office Supplies		2,092.47
	1101-020-310	Professional fees	1,905.37	
	1101-020-355	Maint-Software	187.10	
Council	1101-040-143	Employee Health Ins		36,540.48
	1101-040-312	Professional Fees	14.06	
	1101-040-331	Insurance	36,526.42	
City Building	1101-060-226	City-Bldg Supplies	84.55	
	1101-060-301	City-Bldg Phone Maintenance		84.55
Police	1101-070-112	Wages		50,000.00
	1101-070-119	Part Time Wages		3,900.00
	1101-070-143	Pension		8,800.00
	1101-070-155	Clothing Allowance		5,000.00
	1101-070-315	Travel		2,500.00
	1101-070-317	Cell Phone		1,900.00
	1101-070-340	Gas & Electric		2,500.00
	1101-070-354	Computer Maintenance		8,860.99
	1101-070-447	Vehicle Replacement	83,460.99	
MVH	2201-090-111	Wages	16,267.25	
	2201-090-141	Social Security	1,605.18	
	2201-090-151	Overtime Wages	6,862.54	
	2201-090-351	Building Repair	6,555.02	
	2201-090-352	Equipment Repair	1,482.60	
	2201-090-370	Drug Testing	92.24	

FUND	APPR. #	APPR. NAME	INCREASE	DECREASE
	2201-090-377	Mowing abandoned Properties	2,161.67	
	2201-090-451	Street and Alley Paving		35,026.50
Water	6101-060-111	Wages		7,000.00
	6101-060-143	Employee Health		21,000.00
	6101-060-225	Clothing Allowance	308.80	
	6101-060-231	Repair Parts	337.84	
	6101-060-241	Bituminous Gravel	734.17	
	6101-060-242	Chemicals	384.76	
	6101-060-244	Water Meters	778.05	
	6101-060-314	Telephone/Internet	2.18	
	6101-060-321	Gas,Electric	28,055.98	
	6101-060-331	MP, WC, Insurance	1,845.83	
	6101-060-352	Equipment Repair	17,163.02	
	6101-060-429	Depreciation		14,000.00
	6101-060-512	Capital Improvements		7,610.63
Sewage	6201-070-352	Equipment Repair		14,424.51
	6201-070-428	Pilot	14,424.51	
Fire Pension	8801-150-131	Physical	1,945.77	
	8801-150-313	Travel		65.77
	8801-150-331	Retired		1,880.00
Police pension	8802-140-131	Physical		2,374.84
	8802-140-331	Retired	2,374.84	

THIS RESOLUTION was duly passed in a regular session of the Common Council of the City of Union City, Indiana, on this _____ day of _____, 2026

BY: _____
Gary Elliott TITLE: Council Member, 1st District

BY: _____
Robert Lahey TITLE: Council Member, 2nd District

BY: _____
Jason Brewer TITLE: Council Member, 3rd District

BY: _____
Tim Heuss TITLE: Council Member, 4th District

BY: _____
Tito Farias TITLE: Council Member, At Large

APPROVED by me this _____ day of _____, 2026.

_____
Chad E. Spence, Mayor

ATTEST: _____
Amy L. Richards, Clerk-Treasurer

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN UNION CITY, INDIANA

AND

BARE BONES ELECTRIC, LLC.

This Contract for Professional Services (hereinafter "Contract") is by and between **UNION CITY, INDIANA** (hereinafter "City", by and through its City Council, with the Mayor, Chad Spence, acting as the duly authorized signatory, and **BARE BONES ELECTRIC, LLC.** (hereinafter "Contractor"), acting herein by **Steven Palmer**, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, City has received a Community Development Block Grant administered by the Indiana Office of Community and Rural Affairs pursuant to Title I of the Housing and Community Development Act of 1974; and,

WHEREAS, City desires to engage the Contractor to conduct certain technical assistance services in connection with the City's Owner Occupied Rehabilitation Project:

NOW THEREFORE, the parties do mutually agree as follows:

1. Employment of Contractor

City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the following Scope of Services:

2. Scope of Services

The Contractor shall satisfactorily and properly, perform the following services at the following rates:

Owner Name	Address	Amount	Category & Scope of Work
Smith, James	501 N Howard Street, Union City, IN	$644.83	**Electrical Upgrades**: Ensure all kitchen outlets are GFCI protected, add electrical outlets as requested and replace defective electrical switch at kitchen countertop.
Haines, Brandalyn	433 N Plum Street, Union City, IN	$8,631.14	**Electrical Upgrades**: Inspect all electrical panels and wiring, and replace all accessible cloth insulated and knob/tube wiring. Install new electrical outlets for washer and dryer and have 220VAC oven outlet relocated off the kitchen floor. Remove electrical outlets in front, first floor bedroom and relocate to the

			wall. Replace non-working light fixtures in second floor bathroom and basement, replace broken outlet and improper wiring in second floor bedrooms.
Hill, Martha	409 W Willow Drive, Union City, IN	$2,436.25	**Electrical Upgrades**: Replace old fuse panel with a new 200A breaker with at least 40 spaces. Ensure all kitchen and bath countertop outlets are GFCI protected. Replace all worn and loose outlets with comparable amperage rated outlets.
Black, Audie	718 N Union Street, Union City, IN	$383.46	**Electrical Upgrades**: Ensure all bathroom and kitchen countertop outlets are GFCI protected.
Wymer, Deborah	417 N Howard Street, Union City, IN	$3,920.84	**Electrical Upgrades**: Inspect and repair or replace electrical panels as needed. Replace all accessible knob/tube wiring with Romex type wiring of the appropriate size for each circuit. Ensure all kitchen and bath countertops outlets are GFCI protected.
Turner, William	227 S Howard Street, Union City, IN	$6,477.66	**Electrical Upgrades**: Replace 100A breaker panel with new 200A panel with at least 40 spaces. Ensure all bathroom and kitchen countertop outlets are GFCI protected. Replace all accessible cloth wiring with Romex type wiring of the appropriate size for each circuit and add additional electrical outlets as requested.
	TOTAL:	**$22,494.18**	

Services in the above work areas shall be performed under and at the direction of the City, or its designated representative.

3. Time of Performance

The services of the Contractor shall commence as of **January 27th, 2026,** and shall be completed no later than **April 27th, 2026.**

4. Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the Contractor by City, its agencies, or a designated representative. No charge will be made to the Contractor for such information, and the City and its agencies will cooperate with the Contractor in every way possible to facilitate the performance of the work described in this Contract.

5. Compensation and Method of Payment

The amount of compensation and reimbursement to be paid hereunder shall not exceed **Twenty-Two Thousand Four Hundred Ninety Four Dollars and 18/100 Cents ($22,494.18)** for all services required as specifically outlined in the Scope of Services. This figure does not include any per-hour charges that might occur. The Contractor shall submit an invoice to City for payment after the task has been completed. The invoice shall summarize the completion of the assigned tasks. City will make payment to the Contractor within sixty (60) days after final inspection of each home included in Contractor's scope of work. The Contractor agrees to keep accurate records. Such records shall be kept by the Contractor and shall be made available to City for inspection and copying upon request. All financial records for this project are subject to, and must be made available for, State and/or Federal Agencies for monitoring and/or audit purposes.

6. Ownership of Documents

All documents are the property of City, Contractor may retain copies of documents.

7. Professional Liability

Contractor shall be responsible for the use of reasonable skill and care befitting the profession in any and all services provided for the project covered by this Contract.

8. Indemnification

The Contractor shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of the Contractor, and shall exonerate, indemnify and hold harmless City, its officers, agents and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax laws. Further, Contractor shall exonerate, indemnify and hold harmless City with respect to any damages, expenses or claims arising from or in connection with any of the work performed or to be performed under this Contract by Contractor. This shall not be construed as a limitation of the Contractor's liability under the Contract or as otherwise provided by law.

9. Address of Notices and Communications

Union City	Bare Bones Electric
Attn: Steve Shoemaker	Attn: Steve Palmer
105 N Columbia Street	1413 W 7th Street
Union City, IN 47390	Connersville, IN 47331

10. Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or applications.

11. Employment of Contractors and Subcontractors

The Contractor may subcontract portions of the services required under this Contract at its sole discretion and expense, without the prior written approval of the City. Subcontracting shall not relieve the Contractor of any duties, responsibilities, or obligations under this Contract. Neither the

Contractor nor any subcontractor shall have authority to bind the City in any manner, whether by contract or otherwise. The Contractor is engaged as an independent contractor and not as an agent, employee, or partner of the City, and shall perform the services described herein at the designated locations.

12. Termination

City may at any time and for any reason, terminate this Contract by written notice to the Contractor specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, the Contractor shall be paid such amount as shall compensate it for the portion of the work satisfactorily performed prior to the termination date. Such amount shall be fixed by City after consultation with the Contractor and shall be subject to audit by the State Board of Accounts. Termination under this section shall not give rise to any claim against City or the Contractor for damages or for compensation in addition to that provided hereunder.

13. Compliance with Laws, Ordinances, etc.

The Contractor, its agents and employees, and authorized subcontractors shall comply with all applicable federal and state laws, the ordinances of City and with all applicable rules and regulations promulgated by all local, state and federal boards, bureaus and agencies. Federal language can be found in Exhibit A of this contract.

14. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of City.

15. Conflict of Interest

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract, and that the Contractor will not knowingly permit any employees or agents with any such interest to take part in the services rendered under this contract.

16. Assignment

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party shall assign, transfer, or otherwise convey this Contract, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. This restriction shall not apply to subcontracting expressly permitted under this Contract, provided that no such subcontracting shall be construed as an assignment of the Contract.

17. Availability of Funds

City will pay for any or all services of the Contractor, as provided in the conditions set forth in other Sections of this Contract, only to the extent that funds are allowed and made available under the terms of the City's Owner Occupied Rehabilitation Grant. City will pay the Contractor for services out of grant funds.

18. Date of Contract to Begin

This Contract shall commence and become effective as of **January 27th, 2026,** and costs incurred thereafter and before termination shall be eligible for reimbursement provided the other conditions of this Contract are met.

19. E-Verify Clause

Pursuant to I.C. 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law") Contractor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute an affidavit affirming that it is enrolled and participating in the E-Verify program and does not know knowingly employ unauthorized aliens. In support of this affidavit, Contractor shall provide City with documentation indicating that it has enrolled and is participating in the E-Verify program. Should Contractor subcontract for the performance of any work under and pursuant to this agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify Law, City may require a cure of such violation and thereafter. If no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

20. Investment in Iran Clause

To the extent I.C. 5-22-16.5 is applicable, the Contractor certifies to City that it has not engaged in investment activities in Iran.

21. Suspension and Disbarment Clause

Contractor hereby certifies to the best of its knowledge and belief, that Contractor and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal or State department or agency;

(b) Have not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or

commission of any other offense indicating a lack of business integrity or business honesty;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with Contractor of any offense described in paragraph (b) of this certification;

(d) Have not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

22. Amendments

This Contract may be amended or supplemented in any particular by following the procedures used for its adoption.

23. Incorporation of Federal and State Third Party Contract Provisions

This Contract further incorporates the Federal Regulations, Contract Provisions and Clauses set forth in Attachment A.

24. Authorization

The undersigned, executing this Contract on behalf of City and Contractor, represents and certifies that he or she is the duly authorized officer(s) of City and/or Contractor and has been fully empowered, by proper motion and/or resolution, to execute and deliver this Contract; and that all necessary action(s) for the making of this Contract has been taken and done.

ATTEST:

_____	_____
Print Name	Signature
_____	_____
Title	Date

UNION CITY INDIANA

_____	_____
Print Name	Signature
_____	_____
Title	Date

BARE BONES ELECTRIC, LLC.

_____	_____
Print Name	Signature
_____	_____
Title	Date

ATTACHMENT A:

FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS

CDBG-ASSISTED NON-CONSTRUCTION CONTRACTS

(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the Indiana Office of Community and Rural Affairs for CDBG-assisted grants/activities)

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety and made an integral part hereof.

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked

as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.

I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. <u>Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):</u>

The contractor agrees to ensure that disadvantaged business enterprises as defined in 13 CFR 124.103 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and

disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. Compliance in the Provision of Training, Employment and Business Opportunities:

A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residentsof the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest(hereinafter referred to as the "contractor"), agrees as follows:

A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban

Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the contractor under the contract until the contractor complies; and/or,

(2) Cancellation, termination or suspension of the contract, in whole or in part.

E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the contractor's non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of

Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. Fair Housing Amendments Act of 1988 (as applicable):

The contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. Age Discrimination Act of 1975:

The contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10. Americans With Disabilities Act of 1990:

The contractor shall comply with the Americans with Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Certification of Nonsegregated Facilities:

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breech of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Retention and Access Requirements for Records (24 CFR Part 85.42):

A. The contractor shall comply with Retention and Access Requirements for Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

(1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.
(2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.
(3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

B. The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Indiana Office of Community and Rural Affairs.

C. The Indiana Office of Community and Rural Affairs shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may make arrangements with grantees to retain any records that are continuously needed for joint uses.

D. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.

E. Unless otherwise required by law, Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. <u>Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):</u>

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in 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. Persons covered under this section include any person who is:

(a) An employee, agent, Contractor, officer, or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs;

(b) Any member of his/her immediate family;

(c) His or her partner; or

(d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above 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.

14. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of $10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before theeffective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contractshall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of $10,000):

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contractshall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

18. Contractor to Furnish Necessary Personnel Resources:

A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.

B. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:

The contractor, at such times and in such forms as the grantee or the Indiana Office of Community and Rural Affairs may require, shall furnish grantee and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

20. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative, and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

22. Compliance with State and Local Laws:

The contractor specifically agrees that in performance of the services herein enumerated, contractor and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives $200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grant Support Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide to the contractor the prescribed format of Part IV to the HUD Disclosure Report, and the contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and grantee. Within such Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information:

a. The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;
b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;

c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as

, "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and,

d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

24. Compliance with Copeland "Anti-Kick Back" Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

25. Compliance with Davis-Bacon Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of $2,000 awarded by grantees and subgrantees.

26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of $2,000 awarded by grantees and subgrantees, and $2,500 for other contracts which involve the employment of mechanics or laborers.

27. Compliance with Clean Air and Water Acts (applicable to all contracts over $100,000):

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

28. Conservation:

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. Drug-Free Workplace Requirements:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN UNION CITY, INDIANA

AND

DAVE'S HEATING & COOLING, LLC.

This Contract for Professional Services (hereinafter "Contract") is by and between **UNION CITY, INDIANA** (hereinafter "City", by and through its City Council, with the Mayor, Chad Spence, acting as the duly authorized signatory, and **DAVE'S HEATING & COOLING, LLC.** (hereinafter "Contractor"), acting herein by **Dave Confer**, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, City has received a Community Development Block Grant administered by the Indiana Office of Community and Rural Affairs pursuant to Title I of the Housing and Community Development Act of 1974; and,

WHEREAS, City desires to engage the Contractor to conduct certain technical assistance services in connection with the City's Owner Occupied Rehabilitation Project:

NOW THEREFORE, the parties do mutually agree as follows:

1. Employment of Contractor

City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the following Scope of Services:

2. Scope of Services

The Contractor shall satisfactorily and properly, perform the following services at the following rates:

Owner Name	Address	Amount	Category & Scope of Work
Tedrow, Donna	631 W Pearl Street, Union City, IN	$12,882.00	**Heating and cooling replacement**: Remove old furnace and install a new gas furnace of appropriate size for the home. Pipe both combustion air and exhaust to the outside. Remove A/C unit, old line set and A-coil; replace with a new Energy Star rated A/C unit, line set and A-coil appropriate for size of home. Inspect and replace/repair any improper or damaged duct work. **Lighting and electrical upgrades**: Install new GFCI outlets in kitchen and bathroom.

Smith, James	501 N Howard Street, Union City, IN	$1,650.00	**Water heater replacement**: Remove old water heater and replace with a new 50 gal. electric water heater, rigid T & P discharge tube within 6" of floor.
Michael, Heather	936 W Washington Street, Union City, IN	$11,310.00	**Heating and cooling replacement**: Remove old furnace and install a new gas furnace of appropriate size for the home. Pipe both combustion air and exhaust to the outside. Remove A/C unit, old line set and A-coil; replace with a new Energy Star rated A/C unit, line set and A-coil appropriate for size of home. Inspect and replace/repair any improper or damaged duct work.
Wheet, Carolyn	638 N Plum Street, Union City, IN	$350.00	**Lighting and electrical upgrades**: Install 6 weatherproof covers on 6 existing exterior outlets.
Cost, Tracie	527 W Lynn Street, Union City, IN	$12,590.00	**Heating and cooling replacement**: Remove old furnace and install a new gas furnace of appropriate size for the home. Pipe both combustion air and exhaust to the outside. Remove A/C unit, old line set and A-coil; replace with a new Energy Star rated A/C unit, line set and A-coil appropriate for size of home. Inspect and replace/repair any improper or damaged duct work. **Water heater replacement**: Remove old water heater and replace with a new 50 gal. gas water heater, rigid T & P discharge tube within 6" of floor and proper venting to the exterior.
Haines, Brandalyn	433 N Plum Street, Union City, IN	$11,008.00	**Heating and cooling replacement**: Remove old furnace and install a new gas furnace of appropriate size for the home. Pipe both combustion air and exhaust to the outside. Remove A/C unit, old line set and A-coil; replace with a new Energy Star rated A/C unit, line set and A-coil appropriate for size of home. Inspect and replace/repair any improper or damaged duct work.
Black, Audie	718 N Union Street, Union City, IN	$3,455.00	**Water heater replacement**: Remove old water heater and replace with a new tankless gas water heater, rigid T & P discharge tube within 6" of floor and proper venting to the exterior.

Jones, Mary	916 N Plum Street, Union City, IN	$15,612.00	**Heating and cooling replacement**: Remove old electric baseboard heaters and install a new electric heat pump and fan coil with 15kw electric back-up heat, wiring, line set, easy change air filter and all supply and return ducts. **Water heater replacement**: Remove old water heater and replace with a new 50 gal. electric water heater, rigid T & P discharge tube within 6" of floor.
	TOTAL:	**$68,857.00**	

Services in the above work areas shall be performed under and at the direction of the City, or its designated representative.

3. Time of Performance

The services of the Contractor shall commence as of **January 27th, 2026,** and shall be completed no later than **April 27th, 2026.**

4. Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the Contractor by City, its agencies, or a designated representative. No charge will be made to the Contractor for such information, and the City and its agencies will cooperate with the Contractor in every way possible to facilitate the performance of the work described in this Contract.

5. Compensation and Method of Payment

The amount of compensation and reimbursement to be paid hereunder shall not exceed **Sixty-Eight Thousand Eight Hundred and Fifty Seven Dollars and 00/100 Cents ($68,857.00)** for all services required as specifically outlined in the Scope of Services. This figure does not include any per-hour charges that might occur. The Contractor shall submit an invoice to City for payment after the task has been completed. The invoice shall summarize the completion of the assigned tasks. City will make payment to the Contractor within sixty (60) days after final inspection of each home included in Contractor's scope of work. The Contractor agrees to keep accurate records. Such records shall be kept by the Contractor and shall be made available to City for inspection and copying upon request. All financial records for this project are subject to, and must be made available for, State and/or Federal Agencies for monitoring and/or audit purposes.

6. Ownership of Documents

All documents are the property of Union City, Contractor may retain copies of documents.

7. Professional Liability

Contractor shall be responsible for the use of reasonable skill and care befitting the profession in any and all services provided for the project covered by this Contract.

8. Indemnification

The Contractor shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of the Contractor, and shall exonerate, indemnify and hold harmless City, its officers, agents and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax laws. Further, Contractor shall exonerate, indemnify and hold harmless City with respect to any damages, expenses or claims arising from or in connection with any of the work performed or to be performed under this Contract by Contractor. This shall not be construed as a limitation of the Contractor's liability under the Contract or as otherwise provided by law.

9. Address of Notices and Communications

Union City	Dave's Heating and Cooling, LLC
Attn: Steve Shoemaker	1238 Water St.
105 N Columbia Street	Portland, IN 47371
Union City, IN 47390	Attention: David Confer

10. Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or applications.

11. Employment of Contractors and Subcontractors

The Contractor may subcontract portions of the services required under this Contract at its sole discretion and expense, without the prior written approval of the City. Subcontracting shall not relieve the Contractor of any duties, responsibilities, or obligations under this Contract. Neither the Contractor nor any subcontractor shall have authority to bind the City in any manner, whether by contract or otherwise. The Contractor is engaged as an independent contractor and not as an agent, employee, or partner of the City, and shall perform the services described herein at the designated locations.

12. Termination

City may at any time and for any reason, terminate this Contract by written notice to the Contractor specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, the Contractor shall be paid such amount as shall compensate it for the portion of the work satisfactorily performed prior to the termination date. Such amount shall be fixed by City after consultation with the Contractor and shall be subject to audit by the State Board

of Accounts. Termination under this section shall not give rise to any claim against City or the Contractor for damages or for compensation in addition to that provided hereunder.

13. Compliance with Laws, Ordinances, etc.

The Contractor, its agents and employees, and authorized subcontractors shall comply with all applicable federal and state laws, the ordinances of City and with all applicable rules and regulations promulgated by all local, state and federal boards, bureaus and agencies. Federal language can be found in Exhibit A of this contract.

14. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of City.

15. Conflict of Interest

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract, and that the Contractor will not knowingly permit any employees or agents with any such interest to take part in the services rendered under this contract.

16. Assignment

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party shall assign, transfer, or otherwise convey this Contract, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. This restriction shall not apply to subcontracting expressly permitted under this Contract, provided that no such subcontracting shall be construed as an assignment of the Contract.

17. Availability of Funds

City will pay for any or all services of the Contractor, as provided in the conditions set forth in other Sections of this Contract, only to the extent that funds are allowed and made available under the terms of the City's Owner Occupied Rehabilitation Grant. City will pay the Contractor for services out of grant funds.

18. Date of Contract to Begin

This Contract shall commence and become effective as of **January 27th, 2026,** and costs incurred thereafter and before termination shall be eligible for reimbursement provided the other conditions of this Contract are met.

19. E-Verify Clause

Pursuant to I.C. 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law") Contractor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute an affidavit affirming that it is enrolled and participating in the E-Verify program and does not know knowingly employ unauthorized aliens. In support of this affidavit, Contractor shall provide City with documentation indicating that it has enrolled and is participating in the E-Verify program. Should Contractor subcontract for the performance of any work under and pursuant to this agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify Law, City may require a cure of such violation and thereafter. If no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

20. Investment in Iran Clause

To the extent I.C. 5-22-16.5 is applicable, the Contractor certifies to City that it has not engaged in investment activities in Iran.

21. Suspension and Disbarment Clause

Contractor hereby certifies to the best of its knowledge and belief, that Contractor and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal or State department or agency;

(b) Have not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with Contractor of any offense described in paragraph (b) of this certification;

(d) Have not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

22. Amendments

This Contract may be amended or supplemented in any particular by following the procedures used for its adoption.

23. Incorporation of Federal and State Third Party Contract Provisions

This Contract further incorporates the Federal Regulations, Contract Provisions and Clauses set forth in Attachment A.

24. Authorization

The undersigned, executing this Contract on behalf of City and Contractor, represents and certifies that he or she is the duly authorized officer(s) of City and/or Contractor and has been fully empowered, by proper motion and/or resolution, to execute and deliver this Contract; and that all necessary action(s) for the making of this Contract has been taken and done.

ATTEST:

_____	_____
Print Name	Signature
_____	_____
Title	Date

UNION CITY INDIANA

_____	_____
Print Name	Signature
_____	_____
Title	Date

DAVE'S HEATING AND COOLING, LLC

_____	_____
Print Name	Signature
_____	_____
Title	Date

ATTACHMENT A:

FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS

CDBG-ASSISTED NON-CONSTRUCTION CONTRACTS

(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the Indiana Office of Community and Rural Affairs for CDBG-assisted grants/activities)

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety and made an integral part hereof.

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked

as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.

I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. <u>Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):</u>

The contractor agrees to ensure that disadvantaged business enterprises as defined in 13 CFR 124.103 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and

disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. Compliance in the Provision of Training, Employment and Business Opportunities:

A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residentsof the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest(hereinafter referred to as the "contractor"), agrees as follows:

A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban

Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the contractor under the contract until the contractor complies; and/or,

(2) Cancellation, termination or suspension of the contract, in whole or in part.

E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the contractor's non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of

Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. Fair Housing Amendments Act of 1988 (as applicable):

The contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. Age Discrimination Act of 1975:

The contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10. Americans With Disabilities Act of 1990:

The contractor shall comply with the Americans with Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Certification of Nonsegregated Facilities:

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breech of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Retention and Access Requirements for Records (24 CFR Part 85.42):

A. The contractor shall comply with Retention and Access Requirements for Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

(1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.
(2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.
(3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

B. The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Indiana Office of Community and Rural Affairs.

C. The Indiana Office of Community and Rural Affairs shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may make arrangements with grantees to retain any records that are continuously needed for joint uses.

D. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.

E. Unless otherwise required by law, Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. <u>Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):</u>

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in 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. Persons covered under this section include any person who is:

(a) An employee, agent, Contractor, officer, or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs;

(b) Any member of his/her immediate family;

(c) His or her partner; or

(d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above 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.

14. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of $10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before theeffective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contractshall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of $10,000):

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contractshall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

18. Contractor to Furnish Necessary Personnel Resources:

A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.

B. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:

The contractor, at such times and in such forms as the grantee or the Indiana Office of Community and Rural Affairs may require, shall furnish grantee and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

20. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative, and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

22. Compliance with State and Local Laws:

The contractor specifically agrees that in performance of the services herein enumerated, contractor and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives $200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grant Support Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide to the contractor the prescribed format of Part IV to the HUD Disclosure Report, and the contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and grantee. Within such Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information:

a. The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;
b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;

c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as

, "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and,

d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

24. Compliance with Copeland "Anti-Kick Back" Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

25. Compliance with Davis-Bacon Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of $2,000 awarded by grantees and subgrantees.

26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of $2,000 awarded by grantees and subgrantees, and $2,500 for other contracts which involve the employment of mechanics or laborers.

27. Compliance with Clean Air and Water Acts (applicable to all contracts over $100,000):

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

28. Conservation:

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. Drug-Free Workplace Requirements:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN UNION CITY, INDIANA

AND

DOUBLE Z HOME IMPROVEMENTS

This Contract for Professional Services (hereinafter "Contract") is by and between **UNION CITY, INDIANA** (hereinafter "City", by and through its City Council, with the Mayor, Chad Spence, acting as the duly authorized signatory, and **DOUBLE Z GROUP LLC.** (hereinafter "Contractor"), acting herein by **Ron Holt**, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, City has received a Community Development Block Grant administered by the Indiana Office of Community and Rural Affairs pursuant to Title I of the Housing and Community Development Act of 1974; and,

WHEREAS, City desires to engage the Contractor to conduct certain technical assistance services in connection with the City's Owner Occupied Rehabilitation Project:

NOW THEREFORE, the parties do mutually agree as follows:

1. Employment of Contractor

City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the following Scope of Services:

2. Scope of Services

The Contractor shall satisfactorily and properly, perform the following services at the following rates:

Owner Name	Address	Amount	Category & Scope of Work
Denniston, Cynthia	841 W Elm St, Union City, IN	$5,397.00	**Roof repair or replacement**: Remove all asphalt shingles and replace any compromised decking. Install new felt, roof boots, roof vents and quality 30 year laminated architectural shingles. If applicable, contractor is to make repairs to the chimney and replace chimney flashing as needed.
Smith, Jennifer	1210 N Plum Street, Union City, IN	$8,130.00	**Roof repair or replacement**: Remove all asphalt shingles and replace any compromised decking. Install new felt, roof boots, roof vents and quality 30 year laminated architectural shingles. If applicable,

			contractor is to make repairs to the chimney and replace chimney flashing as needed.
Hill, Martha	409 W Willow Drive, Union City, IN	$5,340.00	**Roof repair or replacement**: Remove all asphalt shingles and replace any compromised decking. Install new felt, roof boots, roof vents and quality 30 year laminated architectural shingles. If applicable, contractor is to make repairs to the chimney and replace chimney flashing as needed.
Jones, Mary	916 N Plum Street, Union City, IN	$3,622.00	**Roof repair or replacement**: Remove all asphalt shingles and replace any compromised decking. Install new felt, roof boots, roof vents and quality 30 year laminated architectural shingles. If applicable, contractor is to make repairs to the chimney and replace chimney flashing as needed.
	TOTAL:	**$22,489.00**	

Services in the above work areas shall be performed under and at the direction of the City, or its designated representative.

3. Time of Performance

The services of the Contractor shall commence as of **January 27th, 2026,** and shall be completed no later than **April 27th, 2026.**

4. Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the Contractor by City, its agencies, or a designated representative. No charge will be made to the Contractor for such information, and the City and its agencies will cooperate with the Contractor in every way possible to facilitate the performance of the work described in this Contract.

5. Compensation and Method of Payment

The amount of compensation and reimbursement to be paid hereunder shall not exceed **Twenty-Two Thousand Four Hundred Eighty-Nine Dollars and 00/100 Cents ($22,489.00)** for all services required as specifically outlined in the Scope of Services. This figure does not include any per-hour charges that might occur. The Contractor shall submit an invoice to City for payment after the task has been completed. The invoice shall summarize the completion of the assigned tasks. City will make payment to the Contractor within sixty (60) days after final inspection of each home included in Contractor's scope of work. The Contractor agrees to keep accurate records. Such records shall be kept by the Contractor and shall be made available to City for inspection and copying upon request. All financial records for this project are subject to, and must be made available for, State and/or Federal Agencies for monitoring and/or audit purposes.

6. Ownership of Documents

All documents are the property of Union City; Contractor may retain copies of documents.

7. Professional Liability

Contractor shall be responsible for the use of reasonable skill and care befitting the profession in any and all services provided for the project covered by this Contract.

8. Indemnification

The Contractor shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of the Contractor, and shall exonerate, indemnify and hold harmless City, its officers, agents and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax laws. Further, Contractor shall exonerate, indemnify and hold harmless City with respect to any damages, expenses or claims arising from or in connection with any of the work performed or to be performed under this Contract by Contractor. This shall not be construed as a limitation of the Contractor's liability under the Contract or as otherwise provided by law.

9. Address of Notices and Communications

Union City	Double Z Group, LLC
Attn: Steve Shoemaker	Attn: Ron Holt
105 N Columbia Street	412 N Howard Street
Union City, IN 47390	Union City, IN 47390-1414

10. Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or applications.

11. Employment of Contractors and Subcontractors

The Contractor may subcontract portions of the services required under this Contract at its sole discretion and expense, without the prior written approval of the City. Subcontracting shall not relieve the Contractor of any duties, responsibilities, or obligations under this Contract. Neither the Contractor nor any subcontractor shall have authority to bind the City in any manner, whether by contract or otherwise. The Contractor is engaged as an independent contractor and not as an agent, employee, or partner of the City, and shall perform the services described herein at the designated locations.

12. Termination

City may at any time and for any reason, terminate this Contract by written notice to the Contractor specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, the Contractor shall be paid such amount as shall compensate it for the portion of the work satisfactorily performed prior to the termination date. Such amount shall

be fixed by City after consultation with the Contractor and shall be subject to audit by the State Board of Accounts. Termination under this section shall not give rise to any claim against City or the Contractor for damages or for compensation in addition to that provided hereunder.

13. Compliance with Laws, Ordinances, etc.

The Contractor, its agents and employees, and authorized subcontractors shall comply with all applicable federal and state laws, the ordinances of City and with all applicable rules and regulations promulgated by all local, state and federal boards, bureaus and agencies. Federal language can be found in Exhibit A of this contract.

14. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of City.

15. Conflict of Interest

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract, and that the Contractor will not knowingly permit any employees or agents with any such interest to take part in the services rendered under this contract.

16. Assignment

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party shall assign, transfer, or otherwise convey this Contract, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. This restriction shall not apply to subcontracting expressly permitted under this Contract, provided that no such subcontracting shall be construed as an assignment of the Contract.

17. Availability of Funds

City will pay for any or all services of the Contractor, as provided in the conditions set forth in other Sections of this Contract, only to the extent that funds are allowed and made available under the terms of the City's Owner Occupied Rehabilitation Grant. City will pay the Contractor for services out of grant funds.

18. Date of Contract to Begin

This Contract shall commence and become effective as of **January 27th, 2026,** and costs incurred thereafter and before termination shall be eligible for reimbursement provided the other conditions of this Contract are met.

19. E-Verify Clause

Pursuant to I.C. 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law") Contractor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute an affidavit affirming that it is enrolled and participating in the E-Verify program and does not know knowingly employ unauthorized aliens. In support of this affidavit, Contractor shall provide City with documentation indicating that it has enrolled and is participating in the E-Verify program. Should Contractor subcontract for the performance of any work under and pursuant to this agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify Law, City may require a cure of such violation and thereafter. If no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

20. Investment in Iran Clause

To the extent I.C. 5-22-16.5 is applicable, the Contractor certifies to City that it has not engaged in investment activities in Iran.

21. Suspension and Disbarment Clause

Contractor hereby certifies to the best of its knowledge and belief, that Contractor and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal or State department or agency;

(b) Have not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with Contractor of any offense described in paragraph (b) of this certification;

(d) Have not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

22. Amendments

This Contract may be amended or supplemented in any particular by following the procedures used for its adoption.

23. Incorporation of Federal and State Third Party Contract Provisions

This Contract further incorporates the Federal Regulations, Contract Provisions and Clauses set forth in Attachment A.

24. Authorization

The undersigned, executing this Contract on behalf of City and Contractor, represents and certifies that he or she is the duly authorized officer(s) of City and/or Contractor and has been fully empowered, by proper motion and/or resolution, to execute and deliver this Contract; and that all necessary action(s) for the making of this Contract has been taken and done.

ATTEST:

_____	_____
Print Name	Signature
_____	_____
Title	Date

UNION CITY INDIANA

_____	_____
Print Name	Signature
_____	_____
Title	Date

DOUBLE Z HOME IMPROVEMENTS

_____	_____
Print Name	Signature
_____	_____
Title	Date

ATTACHMENT A:

FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS

CDBG-ASSISTED NON-CONSTRUCTION CONTRACTS

(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the Indiana Office of Community and Rural Affairs for CDBG-assisted grants/activities)

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety and made an integral part hereof.

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked

as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.

I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. <u>Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):</u>

The contractor agrees to ensure that disadvantaged business enterprises as defined in 13 CFR 124.103 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and

disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. Compliance in the Provision of Training, Employment and Business Opportunities:

A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residentsof the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest(hereinafter referred to as the "contractor"), agrees as follows:

A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban

Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the contractor under the contract until the contractor complies; and/or,

(2) Cancellation, termination or suspension of the contract, in whole or in part.

E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the contractor's non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of

Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. Fair Housing Amendments Act of 1988 (as applicable):

The contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. Age Discrimination Act of 1975:

The contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10. Americans With Disabilities Act of 1990:

The contractor shall comply with the Americans with Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Certification of Nonsegregated Facilities:

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breech of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Retention and Access Requirements for Records (24 CFR Part 85.42):

A. The contractor shall comply with Retention and Access Requirements for Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

(1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.
(2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.
(3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

B. The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Indiana Office of Community and Rural Affairs.

C. The Indiana Office of Community and Rural Affairs shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may make arrangements with grantees to retain any records that are continuously needed for joint uses.

D. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.

E. Unless otherwise required by law, Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. <u>Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):</u>

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in 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. Persons covered under this section include any person who is:

(a) An employee, agent, Contractor, officer, or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs;

(b) Any member of his/her immediate family;

(c) His or her partner; or

(d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above 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.

14. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of $10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before theeffective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contractshall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of $10,000):

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contractshall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

18. Contractor to Furnish Necessary Personnel Resources:

A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.

B. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:

The contractor, at such times and in such forms as the grantee or the Indiana Office of Community and Rural Affairs may require, shall furnish grantee and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

20. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative, and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

22. Compliance with State and Local Laws:

The contractor specifically agrees that in performance of the services herein enumerated, contractor and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives $200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grant Support Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide to the contractor the prescribed format of Part IV to the HUD Disclosure Report, and the contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and grantee. Within such Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information:

a. The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;
b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;

c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as

, "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and,

d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

24. Compliance with Copeland "Anti-Kick Back" Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

25. Compliance with Davis-Bacon Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of $2,000 awarded by grantees and subgrantees.

26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of $2,000 awarded by grantees and subgrantees, and $2,500 for other contracts which involve the employment of mechanics or laborers.

27. Compliance with Clean Air and Water Acts (applicable to all contracts over $100,000):

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

28. Conservation:

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. Drug-Free Workplace Requirements:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN UNION CITY, INDIANA

AND

FORTITUDE CONSULTING, LLC.

This Contract for Professional Services (hereinafter "Contract") is by and between **UNION CITY, INDIANA** (hereinafter "City", by and through its City Council, with the Mayor, Chad Spence, acting as the duly authorized signatory, and **FORTITUDE CONSULTING, LLC.** (hereinafter "Contractor"), acting herein by **Justin Anderson**, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, City has received a Community Development Block Grant administered by the Indiana Office of Community and Rural Affairs pursuant to Title I of the Housing and Community Development Act of 1974; and,

WHEREAS, City desires to engage the Contractor to conduct certain technical assistance services in connection with the City's Owner Occupied Rehabilitation Project:

NOW THEREFORE, the parties do mutually agree as follows:

1. Employment of Contractor

City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the following Scope of Services:

2. Scope of Services

The Contractor shall satisfactorily and properly, perform the following services at the following rates:

Owner Name	Address	Amount	Category & Scope of Work
Denniston, Cynthia	841 W Elm St, Union City, IN	$7,500.00	**Radon remediation**: Install a proper radon remediation system without removing any equipment used for water removal.
Smith, James	501 N Howard Street, Union City, IN	$7,100.00	**Radon remediation**: Install a proper radon remediation system without removing any equipment used for water removal.
Michael, Heather	936 W Washington St, Union City, IN	$5,500.00	**Radon remediation**: Install a proper radon remediation system without removing any equipment used for water removal.

Smith, Jennifer	1210 N Plum Street, Union City, IN	$10,200.00	**Radon remediation**: Install a proper radon remediation system without removing any equipment used for water removal.
Haines, Brandalyn	433 N Plum Street, Union City, IN	$5,500.00	**Radon remediation**: Install a proper radon remediation system without removing any equipment used for water removal.
Wymer, Deborah	417 N Howard Street, Union City, IN	$6,500.00	**Radon remediation**: Install a proper radon remediation system without removing any equipment used for water removal.
	Total	**$42,300.00**	

Services in the above work areas shall be performed under and at the direction of the City, or its designated representative.

3. Time of Performance

The services of the Contractor shall commence as of **January 27th, 2026,** and shall be completed no later than **April 27th, 2026.**

4. Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the Contractor by City, its agencies, or a designated representative. No charge will be made to the Contractor for such information, and the City and its agencies will cooperate with the Contractor in every way possible to facilitate the performance of the work described in this Contract.

5. Compensation and Method of Payment

The amount of compensation and reimbursement to be paid hereunder shall not exceed **Forty-Two Thousand Three Hundred Dollars and 00/100 Cents ($42,300.00)** for all services required as specifically outlined in the Scope of Services. This figure does not include any per-hour charges that might occur. The Contractor shall submit an invoice to City for payment after the task has been completed. The invoice shall summarize the completion of the assigned tasks. City will make payment to the Contractor within sixty (60) days after final inspection of each home included in Contractor's scope of work. The Contractor agrees to keep accurate records. Such records shall be kept by the Contractor and shall be made available to City for inspection and copying upon request. All financial records for this project are subject to, and must be made available for, State and/or Federal Agencies for monitoring and/or audit purposes.

6. Ownership of Documents

All documents are the property of Union City, Contractor may retain copies of documents.

7. Professional Liability

Contractor shall be responsible for the use of reasonable skill and care befitting the profession in any and all services provided for the project covered by this Contract.

8. Indemnification

The Contractor shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of the Contractor, and shall exonerate, indemnify and hold harmless City, its officers, agents and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax laws. Further, Contractor shall exonerate, indemnify and hold harmless City with respect to any damages, expenses or claims arising from or in connection with any of the work performed or to be performed under this Contract by Contractor. This shall not be construed as a limitation of the Contractor's liability under the Contract or as otherwise provided by law.

9. Address of Notices and Communications

Union City	Fortitude Consulting, LLC
Attn: Steve Shoemaker	Attn: Justin Anderson
105 N Columbia Street	627 West Street
Union City, IN 47390	Whiteland, IN 46184

10. Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or applications.

11. Employment of Contractors and Subcontractors

The Contractor may subcontract portions of the services required under this Contract at its sole discretion and expense, without the prior written approval of the City. Subcontracting shall not relieve the Contractor of any duties, responsibilities, or obligations under this Contract. Neither the Contractor nor any subcontractor shall have authority to bind the City in any manner, whether by contract or otherwise. The Contractor is engaged as an independent contractor and not as an agent, employee, or partner of the City, and shall perform the services described herein at the designated locations.

12. Termination

City may at any time and for any reason, terminate this Contract by written notice to the Contractor specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, the Contractor shall be paid such amount as shall compensate it for the portion of the work satisfactorily performed prior to the termination date. Such amount shall be fixed by City after consultation with the Contractor and shall be subject to audit by the State Board of Accounts. Termination under this section shall not give rise to any claim against City or the Contractor for damages or for compensation in addition to that provided hereunder.

13. Compliance with Laws, Ordinances, etc.

The Contractor, its agents and employees, and authorized subcontractors shall comply with all applicable federal and state laws, the ordinances of City and with all applicable rules and regulations promulgated by all local, state and federal boards, bureaus and agencies. Federal language can be found in Exhibit A of this contract.

14. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of City.

15. Conflict of Interest

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract, and that the Contractor will not knowingly permit any employees or agents with any such interest to take part in the services rendered under this contract.

16. Assignment

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party shall assign, transfer, or otherwise convey this Contract, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. This restriction shall not apply to subcontracting expressly permitted under this Contract, provided that no such subcontracting shall be construed as an assignment of the Contract.

17. Availability of Funds

City will pay for any or all services of the Contractor, as provided in the conditions set forth in other Sections of this Contract, only to the extent that funds are allowed and made available under the terms of the City's Owner Occupied Rehabilitation Grant. City will pay the Contractor for services out of grant funds.

18. Date of Contract to Begin

This Contract shall commence and become effective as of **January 27th, 2026,** and costs incurred thereafter and before termination shall be eligible for reimbursement provided the other conditions of this Contract are met.

19. E-Verify Clause

Pursuant to I.C. 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law") Contractor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and

to execute an affidavit affirming that it is enrolled and participating in the E-Verify program and does not know knowingly employ unauthorized aliens. In support of this affidavit, Contractor shall provide City with documentation indicating that it has enrolled and is participating in the E-Verify program. Should Contractor subcontract for the performance of any work under and pursuant to this agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify Law, City may require a cure of such violation and thereafter. If no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

20. Investment in Iran Clause

To the extent I.C. 5-22-16.5 is applicable, the Contractor certifies to City that it has not engaged in investment activities in Iran.

21. Suspension and Disbarment Clause

Contractor hereby certifies to the best of its knowledge and belief, that Contractor and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal or State department or agency;

(b) Have not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with Contractor of any offense described in paragraph (b) of this certification;

(d) Have not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

22. Amendments

This Contract may be amended or supplemented in any particular by following the procedures used for its adoption.

23. Incorporation of Federal and State Third Party Contract Provisions

This Contract further incorporates the Federal Regulations, Contract Provisions and Clauses set forth in Attachment A.

24. Authorization

The undersigned, executing this Contract on behalf of City and Contractor, represents and certifies that he or she is the duly authorized officer(s) of City and/or Contractor and has been fully empowered, by proper motion and/or resolution, to execute and deliver this Contract; and that all necessary action(s) for the making of this Contract has been taken and done.

ATTEST:

_____	_____
Print Name	Signature
_____	_____
Title	Date

UNION CITY INDIANA

_____	_____
Print Name	Signature
_____	_____
Title	Date

FORTITUDE CONSULTING, LLC.

_____	_____
Print Name	Signature
_____	_____
Title	Date

ATTACHMENT A:

FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS

CDBG-ASSISTED NON-CONSTRUCTION CONTRACTS

(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the Indiana Office of Community and Rural Affairs for CDBG-assisted grants/activities)

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety and made an integral part hereof.

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked

as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.

I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. <u>Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):</u>

The contractor agrees to ensure that disadvantaged business enterprises as defined in 13 CFR 124.103 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and

disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. Compliance in the Provision of Training, Employment and Business Opportunities:

A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residentsof the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest(hereinafter referred to as the "contractor"), agrees as follows:

A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban

Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the contractor under the contract until the contractor complies; and/or,

(2) Cancellation, termination or suspension of the contract, in whole or in part.

E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the contractor's non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of

Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. Fair Housing Amendments Act of 1988 (as applicable):

The contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. Age Discrimination Act of 1975:

The contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10. Americans With Disabilities Act of 1990:

The contractor shall comply with the Americans with Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Certification of Nonsegregated Facilities:

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breech of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Retention and Access Requirements for Records (24 CFR Part 85.42):

A. The contractor shall comply with Retention and Access Requirements for Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

(1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.
(2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.
(3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

B. The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Indiana Office of Community and Rural Affairs.

C. The Indiana Office of Community and Rural Affairs shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may make arrangements with grantees to retain any records that are continuously needed for joint uses.

D. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.

E. Unless otherwise required by law, Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. <u>Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):</u>

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in 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. Persons covered under this section include any person who is:

(a) An employee, agent, Contractor, officer, or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs;

(b) Any member of his/her immediate family;

(c) His or her partner; or

(d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above 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.

14. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of $10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before theeffective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contractshall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of $10,000):

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contractshall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

18. Contractor to Furnish Necessary Personnel Resources:

A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.

B. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:

The contractor, at such times and in such forms as the grantee or the Indiana Office of Community and Rural Affairs may require, shall furnish grantee and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

20. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative, and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

22. Compliance with State and Local Laws:

The contractor specifically agrees that in performance of the services herein enumerated, contractor and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives $200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grant Support Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide to the contractor the prescribed format of Part IV to the HUD Disclosure Report, and the contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and grantee. Within such Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information:

a. The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;
b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;

c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as

, "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and,

d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

24. Compliance with Copeland "Anti-Kick Back" Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

25. Compliance with Davis-Bacon Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of $2,000 awarded by grantees and subgrantees.

26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of $2,000 awarded by grantees and subgrantees, and $2,500 for other contracts which involve the employment of mechanics or laborers.

27. Compliance with Clean Air and Water Acts (applicable to all contracts over $100,000):

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

28. Conservation:

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. Drug-Free Workplace Requirements:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN UNION CITY, INDIANA

AND

MOORELAND ROOFING & CONSTRUCTION, LLC.

This Contract for Professional Services (hereinafter "Contract") is by and between **UNION CITY, INDIANA** (hereinafter "City", by and through its City Council, with the Mayor, Chad Spence, acting as the duly authorized signatory, and **MOORELAND ROOFING & CONSTRUCTION, LLC.** (hereinafter "Contractor"), acting herein by **Leander Schwart**, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, City has received a Community Development Block Grant administered by the Indiana Office of Community and Rural Affairs pursuant to Title I of the Housing and Community Development Act of 1974; and,

WHEREAS, City desires to engage the Contractor to conduct certain technical assistance services in connection with the City's Owner Occupied Rehabilitation Project:

NOW THEREFORE, the parties do mutually agree as follows:

1. Employment of Contractor

City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the following Scope of Services:

2. Scope of Services

The Contractor shall satisfactorily and properly, perform the following services at the following rates:

Owner Name	Address	Amount	Category & Scope of Work
Tedrow, Donna	631 W Pearl Street, Union City, IN	$10,100.00	**Roof repair or replacement**: Remove all asphalt shingles and replace any compromised decking. Install new standing seam metal roofing, roof boots, vents and appropriate flashing on all areas of roof, except new asphalt and rubber at rear of house.
Black, Audie	718 N Union Street, Union City, IN	$18,975.00	**Roof repair or replacement**: Remove all standing seam metal roofing and replace any compromised decking. Install new standing

			seam metal roofing, roof boots, vents and appropriate flashing.
Michael, Heather	936 W Washington Street, Union City, IN	$13,200.00	**Roof repair or replacement**: Remove all standing seam metal roofing and replace any compromised decking. Install new standing seam metal roofing, roof boots, vents and appropriate flashing.
Wheet, Carolyn	638 N Plum Street, Union City, IN	$11,560.00	**Roof repair or replacement**: Remove all standing seam metal roofing and replace any compromised decking. Install new ag panel metal roofing, roof boots, vents and appropriate flashing. Ag panel metal on front side of house is to remain.
	Total	**$53,835.00**	

Services in the above work areas shall be performed under and at the direction of the City, or its designated representative.

3. Time of Performance

The services of the Contractor shall commence as of **January 27th, 2026,** and shall be completed no later than **April 27th, 2026.**

4. Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the Contractor by City, its agencies, or a designated representative. No charge will be made to the Contractor for such information, and the City and its agencies will cooperate with the Contractor in every way possible to facilitate the performance of the work described in this Contract.

5. Compensation and Method of Payment

The amount of compensation and reimbursement to be paid hereunder shall not exceed **Fifty-Three Thousand Eight Hundred Thirty-Five Dollars and 00/100 Cents ($53,835.00)** for all services required as specifically outlined in the Scope of Services. This figure does not include any per-hour charges that might occur. The Contractor shall submit an invoice to City for payment after the task has been completed. The invoice shall summarize the completion of the assigned tasks. City will make payment to the Contractor within sixty (60) days after final inspection of each home included in Contractor's scope of work. The Contractor agrees to keep accurate records. Such records shall be kept by the Contractor and shall be made available to City for inspection and copying upon request. All financial records for this project are subject to, and must be made available for, State and/or Federal Agencies for monitoring and/or audit purposes.

6. Ownership of Documents

All documents are the property of Union City, Contractor may retain copies of documents.

7. Professional Liability

Contractor shall be responsible for the use of reasonable skill and care befitting the profession in any and all services provided for the project covered by this Contract.

8. Indemnification

The Contractor shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of the Contractor, and shall exonerate, indemnify and hold harmless City, its officers, agents and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax laws. Further, Contractor shall exonerate, indemnify and hold harmless City with respect to any damages, expenses or claims arising from or in connection with any of the work performed or to be performed under this Contract by Contractor. This shall not be construed as a limitation of the Contractor's liability under the Contract or as otherwise provided by law.

9. Address of Notices and Communications

Union City	Mooreland Roofing &
Attn: Steve Shoemaker	Construction, LLC
105 N Columbia Street	Attn: Leander Schwartz
Union City, IN 47390	3682 N County Road 600 E
	Mooreland, IN 47360

10. Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or applications.

11. Employment of Contractors and Subcontractors

The Contractor may subcontract portions of the services required under this Contract at its sole discretion and expense, without the prior written approval of the City. Subcontracting shall not relieve the Contractor of any duties, responsibilities, or obligations under this Contract. Neither the Contractor nor any subcontractor shall have authority to bind the City in any manner, whether by contract or otherwise. The Contractor is engaged as an independent contractor and not as an agent, employee, or partner of the City, and shall perform the services described herein at the designated locations.

12. Termination

City may at any time and for any reason, terminate this Contract by written notice to the Contractor specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, the Contractor shall be paid such amount as shall compensate it for the portion of the work satisfactorily performed prior to the termination date. Such amount shall be fixed by City after consultation with the Contractor and shall be subject to audit by the State Board of Accounts. Termination under this section shall not give rise to any claim against City or the Contractor for damages or for compensation in addition to that provided hereunder.

13. Compliance with Laws, Ordinances, etc.

The Contractor, its agents and employees, and authorized subcontractors shall comply with all applicable federal and state laws, the ordinances of City and with all applicable rules and regulations promulgated by all local, state and federal boards, bureaus and agencies. Federal language can be found in Exhibit A of this contract.

14. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of City.

15. Conflict of Interest

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract, and that the Contractor will not knowingly permit any employees or agents with any such interest to take part in the services rendered under this contract.

16. Assignment

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party shall assign, transfer, or otherwise convey this Contract, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. This restriction shall not apply to subcontracting expressly permitted under this Contract, provided that no such subcontracting shall be construed as an assignment of the Contract.

17. Availability of Funds

City will pay for any or all services of the Contractor, as provided in the conditions set forth in other Sections of this Contract, only to the extent that funds are allowed and made available under the terms of the City's Owner Occupied Rehabilitation Grant. City will pay the Contractor for services out of grant funds.

18. Date of Contract to Begin

This Contract shall commence and become effective as of **January 27th, 2026,** and costs incurred thereafter and before termination shall be eligible for reimbursement provided the other conditions of this Contract are met.

19. E-Verify Clause

Pursuant to I.C. 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law") Contractor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and

to execute an affidavit affirming that it is enrolled and participating in the E-Verify program and does not know knowingly employ unauthorized aliens. In support of this affidavit, Contractor shall provide City with documentation indicating that it has enrolled and is participating in the E-Verify program. Should Contractor subcontract for the performance of any work under and pursuant to this agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify Law, City may require a cure of such violation and thereafter. If no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

20. Investment in Iran Clause

To the extent I.C. 5-22-16.5 is applicable, the Contractor certifies to City that it has not engaged in investment activities in Iran.

21. Suspension and Disbarment Clause

Contractor hereby certifies to the best of its knowledge and belief, that Contractor and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal or State department or agency;

(b) Have not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with Contractor of any offense described in paragraph (b) of this certification;

(d) Have not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

22. Amendments

This Contract may be amended or supplemented in any particular by following the procedures used for its adoption.

23. Incorporation of Federal and State Third Party Contract Provisions

This Contract further incorporates the Federal Regulations, Contract Provisions and Clauses set forth in Attachment A.

24. Authorization

The undersigned, executing this Contract on behalf of City and Contractor, represents and certifies that he or she is the duly authorized officer(s) of City and/or Contractor and has been fully empowered, by proper motion and/or resolution, to execute and deliver this Contract; and that all necessary action(s) for the making of this Contract has been taken and done.

ATTEST:

_____	_____
Print Name	Signature
_____	_____
Title	Date

UNION CITY INDIANA

_____	_____
Print Name	Signature
_____	_____
Title	Date

MOORELAND ROOFING & CONSTRUCTION, LLC

_____	_____
Print Name	Signature
_____	_____
Title	Date

ATTACHMENT A:

FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS

CDBG-ASSISTED NON-CONSTRUCTION CONTRACTS

(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the Indiana Office of Community and Rural Affairs for CDBG-assisted grants/activities)

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety and made an integral part hereof.

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked

as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.

I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. <u>Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):</u>

The contractor agrees to ensure that disadvantaged business enterprises as defined in 13 CFR 124.103 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and

disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. Compliance in the Provision of Training, Employment and Business Opportunities:

A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residentsof the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest(hereinafter referred to as the "contractor"), agrees as follows:

A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban

Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the contractor under the contract until the contractor complies; and/or,

(2) Cancellation, termination or suspension of the contract, in whole or in part.

E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the contractor's non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of

Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. Fair Housing Amendments Act of 1988 (as applicable):

The contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. Age Discrimination Act of 1975:

The contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10. Americans With Disabilities Act of 1990:

The contractor shall comply with the Americans with Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Certification of Nonsegregated Facilities:

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breech of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Retention and Access Requirements for Records (24 CFR Part 85.42):

A. The contractor shall comply with Retention and Access Requirements for Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

(1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.
(2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.
(3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

B. The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Indiana Office of Community and Rural Affairs.

C. The Indiana Office of Community and Rural Affairs shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may make arrangements with grantees to retain any records that are continuously needed for joint uses.

D. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.

E. Unless otherwise required by law, Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. <u>Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):</u>

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in 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. Persons covered under this section include any person who is:

(a) An employee, agent, Contractor, officer, or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs;

(b) Any member of his/her immediate family;

(c) His or her partner; or

(d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above 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.

14. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of $10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before theeffective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contractshall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of $10,000):

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contractshall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

18. Contractor to Furnish Necessary Personnel Resources:

A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.

B. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:

The contractor, at such times and in such forms as the grantee or the Indiana Office of Community and Rural Affairs may require, shall furnish grantee and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

20. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative, and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

22. Compliance with State and Local Laws:

The contractor specifically agrees that in performance of the services herein enumerated, contractor and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives $200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grant Support Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide to the contractor the prescribed format of Part IV to the HUD Disclosure Report, and the contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and grantee. Within such Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information:

a. The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;
b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;

c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as

, "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and,

d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

24. Compliance with Copeland "Anti-Kick Back" Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

25. Compliance with Davis-Bacon Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of $2,000 awarded by grantees and subgrantees.

26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of $2,000 awarded by grantees and subgrantees, and $2,500 for other contracts which involve the employment of mechanics or laborers.

27. Compliance with Clean Air and Water Acts (applicable to all contracts over $100,000):

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

28. Conservation:

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. Drug-Free Workplace Requirements:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

CONTRACT FOR PROFESSIONAL SERVICES

BY AND BETWEEN UNION CITY, INDIANA

AND

MUSTARD SEED REMODELING, LLC.

This Contract for Professional Services (hereinafter "Contract") is by and between **UNION CITY, INDIANA** (hereinafter "City", by and through its City Council, with the Mayor, Chad Spence, acting as the duly authorized signatory, and **MUSTARD SEED REMODELING, LLC.** (hereinafter "Contractor"), acting herein by **Jon Treon**, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, City has received a Community Development Block Grant administered by the Indiana Office of Community and Rural Affairs pursuant to Title I of the Housing and Community Development Act of 1974; and,

WHEREAS, City desires to engage the Contractor to conduct certain technical assistance services in connection with the City's Owner Occupied Rehabilitation Project:

NOW THEREFORE, the parties do mutually agree as follows:

1. Employment of Contractor

City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the following Scope of Services:

2. Scope of Services

The Contractor shall satisfactorily and properly, perform the following services at the following rates:

Owner Name	Address	Amount	Category & Scope of Work
Smith, James	501 N Howard Street, Union City, IN	$13,127.58	**Heating and cooling replacement**: Remove old first floor furnace and install a new gas furnace of appropriate size for the home. Pipe both combustion air and exhaust to the outside. Remove A/C unit, old line set and A-coil; replace with a new Energy Star rated A/C unit, line set and A-coil appropriate for size of home. Inspect and replace/repair any improper or damaged duct work.

Wheet, Carolyn	638 N Plum Street, Union City, IN	$2,789.00	**ADA Accessibility**: Install ADA compliant handrail at both sides of step and landing at front entrance.
Buckmaster, Michael	211 N Columbia Street, Union City, IN	$22,029.58	**Roof repair or replacement**: Remove existing rubber roofing and replace any compromised decking. Install new single ply membrane roofing, roof boots, vents and appropriate flashing.
Wymer, Deborah	417 N Howard Street, Union City	$13,325.35	**Heating and cooling replacement**: Remove old furnace and install a new gas furnace of appropriate size for the home. Pipe both combustion air and exhaust to the outside. Install a new Energy Star rated A/C unit, line set and A-coil appropriate for size of home. Inspect and replace/repair any improper or damaged duct work.
Turner, William	227 S Howard Street, Union City, IN	$17,984.00	**Heating and cooling replacement**: Install 4 new mini-split units of appropriate locations and for the size of house.
	Total	**$69,255.51**	

Services in the above work areas shall be performed under and at the direction of the City, or its designated representative.

3. Time of Performance

The services of the Contractor shall commence as of **January 27th, 2026,** and shall be completed no later than **April 27th, 2026.**

4. Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the Contractor by City, its agencies, or a designated representative. No charge will be made to the Contractor for such information, and the City and its agencies will cooperate with the Contractor in every way possible to facilitate the performance of the work described in this Contract.

5. Compensation and Method of Payment

The amount of compensation and reimbursement to be paid hereunder shall not exceed **Sixty-Nine Thousand Two Hundred Fifty-Five Dollar and 51/00 Cents ($69,255.51)** for all services required as specifically outlined in the Scope of Services. This figure does not include any per-hour charges

that might occur. The Contractor shall submit an invoice to City for payment after the task has been completed. The invoice shall summarize the completion of the assigned tasks. City will make payment to the Contractor within sixty (60) days after final inspection of each home included in Contractor's scope of work. The Contractor agrees to keep accurate records. Such records shall be kept by the Contractor and shall be made available to City for inspection and copying upon request. All financial records for this project are subject to, and must be made available for, State and/or Federal Agencies for monitoring and/or audit purposes.

6. Ownership of Documents

All documents are the property of Union City, Contractor may retain copies of documents.

7. Professional Liability

Contractor shall be responsible for the use of reasonable skill and care befitting the profession in any and all services provided for the project covered by this Contract.

8. Indemnification

The Contractor shall comply with the requirements of all applicable laws, rules, and regulations in connection with the services of the Contractor, and shall exonerate, indemnify and hold harmless City, its officers, agents and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax laws. Further, Contractor shall exonerate, indemnify and hold harmless City with respect to any damages, expenses or claims arising from or in connection with any of the work performed or to be performed under this Contract by Contractor. This shall not be construed as a limitation of the Contractor's liability under the Contract or as otherwise provided by law.

9. Address of Notices and Communications

Union City	Mustard Seed Remodeling, LLC
Attn: Steve Shoemaker	Attn: Jon Treon
105 N Columbia Street	815 E Main Street
Union City, IN 47390	Portland, IN 47371

10. Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or applications.

11. Employment of Contractors and Subcontractors

The Contractor may subcontract portions of the services required under this Contract at its sole discretion and expense, without the prior written approval of the City. Subcontracting shall not relieve the Contractor of any duties, responsibilities, or obligations under this Contract. Neither the Contractor nor any subcontractor shall have authority to bind the City in any manner, whether by contract or otherwise. The Contractor is engaged as an independent contractor and not as an agent, employee, or partner of the City, and shall perform the services described herein at the designated locations.

12. Termination

City may at any time and for any reason, terminate this Contract by written notice to the Contractor specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, the Contractor shall be paid such amount as shall compensate it for the portion of the work satisfactorily performed prior to the termination date. Such amount shall be fixed by City after consultation with the Contractor and shall be subject to audit by the State Board of Accounts. Termination under this section shall not give rise to any claim against City or the Contractor for damages or for compensation in addition to that provided hereunder.

13. Compliance with Laws, Ordinances, etc.

The Contractor, its agents and employees, and authorized subcontractors shall comply with all applicable federal and state laws, the ordinances of City and with all applicable rules and regulations promulgated by all local, state and federal boards, bureaus and agencies. Federal language can be found in Exhibit A of this contract.

14. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of City.

15. Conflict of Interest

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract, and that the Contractor will not knowingly permit any employees or agents with any such interest to take part in the services rendered under this contract.

16. Assignment

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party shall assign, transfer, or otherwise convey this Contract, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. This restriction shall not apply to subcontracting expressly permitted under this Contract, provided that no such subcontracting shall be construed as an assignment of the Contract.

17. Availability of Funds

City will pay for any or all services of the Contractor, as provided in the conditions set forth in other Sections of this Contract, only to the extent that funds are allowed and made available under the terms of the City's Owner Occupied Rehabilitation Grant. City will pay the Contractor for services out of grant funds.

18. Date of Contract to Begin

This Contract shall commence and become effective as of **January 27th, 2026,** and costs incurred thereafter and before termination shall be eligible for reimbursement provided the other conditions of this Contract are met.

19. E-Verify Clause

Pursuant to I.C. 22-5-1.7 et seq., as the same may be amended from time to time, and as is incorporated herein by this reference (the "Indiana E-Verify Law") Contractor is required to enroll in and verify the work eligibility status of its newly-hired employees using the E-Verify program, and to execute an affidavit affirming that it is enrolled and participating in the E-Verify program and does not know knowingly employ unauthorized aliens. In support of this affidavit, Contractor shall provide City with documentation indicating that it has enrolled and is participating in the E-Verify program. Should Contractor subcontract for the performance of any work under and pursuant to this agreement, it shall fully comply with the Indiana E-Verify Law as regards each such subcontractor. Should the Vendor or any subcontractor violate the Indiana E-Verify Law, City may require a cure of such violation and thereafter. If no timely cure is performed, terminate this Agreement in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law. The requirements of this paragraph shall not apply should the E-Verify program cease to exist.

20. Investment in Iran Clause

To the extent I.C. 5-22-16.5 is applicable, the Contractor certifies to City that it has not engaged in investment activities in Iran.

21. Suspension and Disbarment Clause

Contractor hereby certifies to the best of its knowledge and belief, that Contractor and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal or State department or agency;

(b) Have not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with Contractor of any offense described in paragraph (b) of this certification;

(d) Have not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

22. Amendments

This Contract may be amended or supplemented in any particular by following the procedures used for its adoption.

23. Incorporation of Federal and State Third Party Contract Provisions

This Contract further incorporates the Federal Regulations, Contract Provisions and Clauses set forth in Attachment A.

24. Authorization

The undersigned, executing this Contract on behalf of City and Contractor, represents and certifies that he or she is the duly authorized officer(s) of City and/or Contractor and has been fully empowered, by proper motion and/or resolution, to execute and deliver this Contract; and that all necessary action(s) for the making of this Contract has been taken and done.

ATTEST:

_____ _____

Print Name Signature

_____ _____

Title Date

UNION CITY INDIANA

_____ _____

Print Name Signature

_____ _____

Title Date

MUSTARD SEED REMODELING, LLC

_____ _____

Print Name Signature

_____ _____

Title Date

ATTACHMENT A:

FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS

CDBG-ASSISTED NON-CONSTRUCTION CONTRACTS

(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the Indiana Office of Community and Rural Affairs for CDBG-assisted grants/activities)

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety and made an integral part hereof.

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked

as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.

I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. <u>Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):</u>

The contractor agrees to ensure that disadvantaged business enterprises as defined in 13 CFR 124.103 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and

disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. Compliance in the Provision of Training, Employment and Business Opportunities:

A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residentsof the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest(hereinafter referred to as the "contractor"), agrees as follows:

A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban

Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to the contractor under the contract until the contractor complies; and/or,

(2) Cancellation, termination or suspension of the contract, in whole or in part.

E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the contractor's non-compliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of

Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. Fair Housing Amendments Act of 1988 (as applicable):

The contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. Age Discrimination Act of 1975:

The contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10. Americans With Disabilities Act of 1990:

The contractor shall comply with the Americans with Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Certification of Nonsegregated Facilities:

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breech of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Retention and Access Requirements for Records (24 CFR Part 85.42):

A. The contractor shall comply with Retention and Access Requirements for Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

(1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.
(2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.
(3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

B. The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Indiana Office of Community and Rural Affairs.

C. The Indiana Office of Community and Rural Affairs shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may make arrangements with grantees to retain any records that are continuously needed for joint uses.

D. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.

E. Unless otherwise required by law, Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. <u>Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):</u>

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in 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. Persons covered under this section include any person who is:

(a) An employee, agent, Contractor, officer, or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs;

(b) Any member of his/her immediate family;

(c) His or her partner; or

(d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above 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.

14. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of $10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before theeffective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contractshall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of $10,000):

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contractshall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

18. Contractor to Furnish Necessary Personnel Resources:

A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.

B. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:

The contractor, at such times and in such forms as the grantee or the Indiana Office of Community and Rural Affairs may require, shall furnish grantee and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

20. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative, and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

22. Compliance with State and Local Laws:

The contractor specifically agrees that in performance of the services herein enumerated, contractor and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives $200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grant Support Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide to the contractor the prescribed format of Part IV to the HUD Disclosure Report, and the contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and grantee. Within such Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information:

a. The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;
b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;

c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as

, "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and,

d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

24. Compliance with Copeland "Anti-Kick Back" Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

25. Compliance with Davis-Bacon Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of $2,000 awarded by grantees and subgrantees.

26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of $2,000 awarded by grantees and subgrantees, and $2,500 for other contracts which involve the employment of mechanics or laborers.

27. Compliance with Clean Air and Water Acts (applicable to all contracts over $100,000):

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

28. Conservation:

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. Drug-Free Workplace Requirements:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.