



**MINUTES**  
**Winfield Town Council Meeting**  
**Meeting date: Tuesday, March 27<sup>th</sup>, 2018**

**Call to Order:** A meeting of the Winfield Town Council was held at the Winfield Government Center, 10645 Randolph Street, Winfield, Indiana on March 27<sup>th</sup>, 2018. The meeting convened at 7:01 PM. The Pledge of Allegiance was recited.

Rick Anderson conducted roll call:

**Members in attendance:** Gerald Stiener, Jim Simmons, Dave Anderson, Tim Clayton and Bridget Baird.

**Members not in attendance:** None

**Also in attendance:** Attorney David Austgen from Austgen Kuiper Jasaitis P.C.; Rick Anderson, Clerk-Treasurer; Nick Bellar, Town Administrator/Planning and Zoning Administrator; Tony Kenning, DLZ Representative; Dan Ball, Town Marshal; Mitch Floyd, Street Department Supervisor; Jason Gikas, LOFS Fire Chief; Kim Wachowski, Office and Events Coordinator.

**APPROVAL OF MINUTES:**

Gerald Stiener entertained a motion to approve the minutes of the Joint Sewer Board and Town Council Executive Session of February 27<sup>th</sup>, 2018, and March 13<sup>th</sup>, 2018 and Regular Town Council Meeting Minutes of March 13<sup>th</sup>, 2018. Dave Anderson made the motion to approve the minutes, Tim Clayton seconded the motion. The minutes were approved as presented by a vote of 5-0.

**STAFF REPORTS:**

- Nick Bellar stated BZA has been quiet, Plan Commission will be seeing more activity in April. Some regular meeting dates had to be moved around but the new times and dates are listed under Future Meetings on tonight's agenda.
- Dan Ball gave a verbal report on the stats for the end of February. They did execute a search warrant recently, he will have further updates on that later in the week. Deputy Brock Moore started on Monday, he is the third full-time Police Officer hired for the Town.
- Mitch Floyd stated they are working on street repair right now, focusing on County Line Road. Mitch explained they are using a roller now to cover larger areas. Nick Bellar confirmed it looks much better and the Street Department has done a good job.
- Jason Gikas introduced himself as the new LOFS Fire Department Fire Chief. He has been with the Fire Department for 24 years. February stats were submitted and Chief Gikas reported that so far for March they have had 333 calls.

**PUBLIC COMMENTS (Agenda Items):**

No comments were made by the public at this time.

Councilwoman Bridget Baird, took this time to thank Town Marshal, Dan Ball and Attorney Austgen for their assistance and participation at an informational session held at the Town Hall, for parents and



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guardians during Disability Awareness Month. She also thanked Kim Wachowski for her assistance in the Sip and Paint held on World Down Syndrome Day that raised \$390 for the Down Syndrome Association of Northwest Indiana.

**UNFINISHED/DEFERRED BUSINESS:**

***1. Update on Randolph Street Park Project.***

Nick Bellar stated electrical work is underway and with the weather now improving they will be seeing more progress on the park shortly.

***2. Update on Doubletree East Sewer Project.***

Nick reported that G.E. Marshall is currently working on the corner of Ontario and Doubletree Drive South. They had to do some major dewatering along Tuckaway and will most likely have to continue that throughout the project. Now that they have gotten some of that out of the way they have been able to make more progress.

***3. Update on Town Office Remodel Project.***

Nick stated it is for the most part done. There are still a few odds and ends but he is considering the project to be complete.

***4. Ordinance 2-B, Second Reading, Amendments to Town Administration, Establishing Staggered Terms for Town Council Members.***

Gerald explained this is to implement a smoother transition process from one Town Council to the next so it will never be a Council of all new members that are unaware of current projects going on in the Town. Two people will run for three-year terms and three people will run for four-year terms so there will always be at least one person carried over from the previous Council. After that initial election the following one will have everyone running for four-year terms but the terms will now be staggered. Tim Clayton said this will also help bring the new members quickly up to speed and avoid taking up the first year of their terms to go over what the previous Council has done. Dave Anderson then made the motion to adopt Ordinance 2-B on second reading in title only, an Ordinance amending Town Ordinance Number 2, entitled "An Ordinance to Establish the Town Administration and its Rules of Procedure for the Town of Winfield," Changing the Times of Election of Municipal Officers and Establishing all Town Code Sections and Ordinance, or parts thereof in conflict herewith, and all matters related thereto. Bridget Baird seconded the motion, the motion carried with all in favor 5-0.

**NEW BUSINESS:**

***1. Resolution 2018-4, Authorizing the Town of Winfield, IN to Enter into an Agreement with the County of Lake, Indiana in Undertaking Community Development Activities.***

Rick Anderson stated this is provided to all the municipalities in the area for a three-year program. This is for the fiscal year of 2019 through 2021 and authorizes the Council President to sign off on the agreement in order to continue to receive the Community Development Block Grant of approximately \$30,000 per year. Tim Clayton made the motion to approve Resolution 2018-4, a Resolution Authorizing the Town of Winfield, Indiana to enter into an agreement with the County of Lake, Indiana in undertaking Community Development Activities. Jim Simmons seconded the motion. The motion carried with all in favor 5-0.



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*(See signed copy of Resolution 2018-4, attached along with all related approved documents for the following items under Agenda item number 2.)*

**2. PUBLIC HEARING – Community Development Block Grant Application for FY 2018.**

Rick noted he has the proof of proper publication for the Public Hearing. Rick then read the opening remarks explaining the terms and agreements to the use of CDBG funds and application process. Gerald Stiener then opened the Public Hearing at 7:14p.m.

Joe Mays, 3312 E. 113<sup>th</sup> Avenue, asked what the Town intends to use the funds for. Rick Anderson answered the funds will go towards phase two of the community park with includes the tot park play equipment section or pavilion. Rick also noted they rolled over the funds from the previous year giving them a total of \$68,242 for the second phase of the park.

**a. Citizen Participation Plan.**

Jim Simmons made the motion to approve the Citizen Participation Plan in title only. Tim Clayton seconded the motion, the motion carried with all in favor 5-0.

**b. Affirmative Action Program, Section 3 of the HUD Development Act of 1968.**

Dave Anderson made the motion to approve the Affirmative Action Program Implementing Section 3 of the Housing and Urban Development Act of 1968. Jim Simmons seconded the motion, the motion carried with all in favor 5-0.

**c. Lake County, Indiana Section 3 Understanding.**

Jim Simmons seconded Lake County, Indiana Section 3 Understanding. Tim Clayton seconded the motion, the motion carried with all in favor 5-0.

**d. Resolution 2018-5, Authorizing Project Proposal for CDBG for FY 2018.**

Tim Clayton made the motion to approve Resolution 2018-5, Authorizing and Directing the Town Council President of the Town of Winfield to submit a project proposal for the Community Development Block Grant Funds for Federal Fiscal Year 2018. Jim Simmons seconded the motion, the motion carried with all in favor 5-0.

**3. Recommendation from Winfield Sewer Board, Settlement Agreement, Mutual Release and Assignment Approval, Meadows Lift Station Recapture Agreement to FKAT Properties, LLC.**

This was explained during the Sewer Board Meeting. To reiterate, Rick Anderson explained in 2007 the Meadows lift station recapture agreement was approved by the Winfield Sewer Board and Town Council; Doubletree Lake Estates, LLC was the beneficiary of that recapture fee. In January 2008, that assignment was switched over to Fifth Third Bank as financier for Doubletree Lake Estates, LLC at that time. As of October 17, 2008, the Meadows lift station became operational. Late in 2010 into early 2011, Doubletree Lake Estates developers underwent financial distress which ended up in bankruptcy and the ultimate foreclosure sale of all business assets. In October, 2015, there was an auction and sale of all remaining assets of Doubletree Lake Estates, LLC a portion of that sale went to FKAT Properties including the rights to the Meadows lift station recapture agreement. The Town has withheld recapture fees since 2011 because of the financial situation of the developer. Rick stated that he, Attorney Austgen and Nick Bellar



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have worked through all the outstanding issues over this and have reached a settlement agreement so they can release the funds to FKAT and settled all matters related thereto. Attorney Austgen stated this is a favorable agreement, the cost to the Town is about \$4,000. Approximately \$80,000 is owed to the developer but with the computation of the annual increase the amount of fee to be paid for the connection under the agreement directed to the developer, brings that amount up to \$126,000. With interest calculations added to that the Town is nearly even in providing its contractual amounts to the developer. Attorney Austgen went on to say this is a positive result after many years of work, he personally reviewed and finetuned the settlement agreement and release agreement before the Council tonight. The acceptance of this agreement also includes the approval of the assignment of the reimbursement agreement to the FKAT Properties, LLC. Gerry thanked Rick and Attorney Austgen for their hard work and diligence in getting this resolved in a favorable agreement for the Town. Jim Simmons made the motion to accept the recommendation from the Sewer Board to approve the settlement agreement and mutual release and assignment approval, for Meadows Lift Station Recapture Agreement to FKAT Properties, LLC. Dave Anderson seconded the motion, the motion carried with all in favor 5-0.

**4. 2018 Health Insurance Renewal.**

Rick stated the Town has a group plan with United Healthcare, they fit into a small beneficial program for those with less than 10 employees. There is only a half of a percent increase to the renewal of the plan. All deductibles, co-insurance, co-pays and prescription co-pay levels stay the same. The insurance representative does shop this out to other agencies, United Healthcare had the most competitive rates. Bridget Baird made the motion to approve the 2018 Health Insurance Renewal. Dave Anderson seconded the motion. The motion carried with all in favor 5-0.

Nick Bellar reminded the Council that they need to address the access road change order that was just approved at the Sewer Board Meeting held prior to Town Council. Gerald Stiener entertained the motion to amend the agenda to add the approval of the change order to G.E. Marshall for the access road on lot 186. Tim Clayton made the motion to amend the agenda. Jim Simmons seconded the motion, the motion carried with all in favor, 5-0.

**5. Approval of Change Order to G.E. Marshall for Access Road Connecting Lot 186 to 101<sup>st</sup> Avenue for Doubletree East Sewer Project.**

Dave Anderson made the motion to approve the change order to G.E. Marshall to not exceed \$75,000 for the access road on lot 186 to connect to 101<sup>st</sup> Avenue and authorize the Town Council President to execute the order. The motion was seconded by Tim Clayton. The motion carried with all in favor 5-0.

**TREASURERS REPORT:**

Rick presented the Treasurer's Report through March 31<sup>st</sup>, 2018 and routine claims-to-date in the amount of \$279,041.27 and noted the unusual claims. Gerald Stiener entertained a motion to pay the claims. Tim Clayton made a motion to pay the claims in the amount of \$279,041.27. Jim Simmons seconded the motion, the motion carried with all in favor 5-0.

**ANNOUNCEMENTS:** Gerald Stiener noted the various upcoming meetings.



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**ADJOURNMENT:**

Gerald Stiener entertained a motion to adjourn the meeting. Dave Anderson made a motion to adjourn and it was seconded by Tim Clayton. All were in favor, the motion carried 5-0. The meeting adjourned at 7:23 p.m.

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Gerald Stiener  
Town Council President

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Richard C. Anderson, Jr.  
Clerk-Treasurer

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Kim Wachowski  
Recording Secretary

Date of Approval \_\_\_\_\_

RESOLUTION NO. 2018-4

**A RESOLUTION AUTHORIZING THE TOWN OF WINFIELD, INDIANA  
TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF LAKE,  
INDIANA IN UNDERTAKING COMMUNITY DEVELOPMENT  
ACTIVITIES**

**WHEREAS**, the Town of Winfield, Indiana is interested in a program of community development; and

**WHEREAS**, it is necessary for the Town to obtain funds to achieve such goals and objectives as provided by the Housing and Community Development Act of 1974 as amended; and

**WHEREAS**, said Act encourages municipalities to enter into Cooperation Agreements with the County regarding said Act; and

**WHEREAS**, the County of Lake has expressed its desire to qualify as an Urban County under the provisions of the aforementioned Act; and




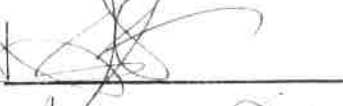

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Council of the County of Lake, Indiana as follows:

The Town Board President of the Town of Winfield is hereby authorized and directed to enter into an agreement with the County of Lake, Indiana, for the purpose of undertaking essential community development activities, a copy of which Agreement is attached hereto, incorporated herein by reference and identified as "Exhibit A".

**TOWN OF WINFIELD, INDIANA**

**ATTEST:**

  
Rick Anderson, Clerk - Treasurer

**FY 2019 – 2021  
COOPERATION AGREEMENT**

This Agreement, entered into this 27<sup>th</sup> day of March, 2018, by and between the County of Lake, Indiana, hereinafter referred to as the "County", and the Town of Winfield hereinafter called "Municipality".

**WITNESSETH:**

**WHEREAS**, the Congress of the United States has enacted the Housing and Community Development Act of 1974, as amended to date (hereinafter referred to as the "Act"). This Act creates the Community Development Block Grant (CDBG) Program which has as its primary goals the funding of activities which benefit low and moderate income households or, prevent or eliminate slums or blight or, meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health and welfare of the community where other financial resources are not available to meet such needs; and

**WHEREAS**, both the Municipality and the County are desirous of entering into community development activities within the County of Lake which are directed toward said goals and are desirous of seeking such Federal funding as may be available to them, pursuant to the Act, and

**WHEREAS**, municipalities and counties in Indiana have authority to enter into agreements whereby a County may undertake, and is authorized by a Municipality, to exercise any power, perform any function, or render any service on behalf of a Municipality, which such Municipality may exercise, perform or render; and

**WHEREAS**, the Municipality and the County each have authority to carry out the kinds of activities which are the objectives of the Act pursuant to statutes of the Indiana Revised Code; and

**WHEREAS**, the Municipality and the County have agreed that it is in the best interest of their constituents that the objectives and goals of the Act be carried out within the County of Lake and that the Municipality and the County should join together in community development activities;

**NOW THEREFORE IN CONSIDERATION** of the provisions hereinbefore and herein after contained, it is mutually agreed as follows:

1. The term of this agreement shall commence September 1, 2019 (the County's FY 2019 CDBG funding year), terminating upon completion of the County's FY 2021 funding year. This Agreement shall include such additional time as may be required for the expenditure of CDBG and Home Investment Partnership Program (HOME) funds and program income, if any, granted to the participating unit of local government during the three year qualification period under this agreement are expended and the funded activities completed, subject to the limitations of ITEM 16 of this Agreement.

Neither the County nor the participating unit of general local government may terminate or withdraw from the agreement while the agreement remains in effect. This Agreement may only be terminated by either party to the Agreement if the U.S. Department of Housing and Urban Development fails to provide Community Development funds to Lake County, Indiana under the Urban County provisions of the Housing and Community Development Act of 1974, as amended, for Federal fiscal years 2019, 2020 and 2021.

2. The Municipality and the County shall cooperate in undertaking, or assisting in undertaking, essential community development and housing assistance activities, specifically, those activities authorized by the Indiana Revised Code 36-7.

3. The Municipality hereby authorizes the County to undertake and assist the Municipality in carrying out all of the essential activities and objectives of the Act as set forth in the Federal Register, Volume 30, Number 220, Part III, dated November 13, 1974, and its

subsequent revisions, incorporated herein by reference, and all applicable State and Local laws. All activities carried out under this agreement are under the jurisdiction of the Lake County Community Economic Development Department as administrated by the Lake County Redevelopment Commission.

4. The County shall prepare and submit applications to the Secretary of Housing and Urban Development for grants under the terms of the Housing and Community Development Act of 1974, and the National Affordable Housing Act of 1990, as amended to date. These applications shall set forth a three-year Statement of Community Development Objectives, Projected use of Funds and the Consolidated Plan shall hereinafter together be called the "Plan".

5. The Municipality may prepare recommended community development projects and activities within its boundaries. These projects and activities must be in accordance with the goals and objectives of the Act, and must be eligible for funding under the Act. It is understood between the parties that the County is required to administer the program, and it is further understood that the County shall have the responsibility for making the final decisions regarding the distribution of funds and the selection of activities. It is the stated intent of the County that any CDBG Entitlement funds provided under the Urban County Program are to be distributed fairly and on an equitable basis amongst all of the non-entitlement cities and towns, which are participating in the Urban County Program. It is the further intent of Lake County that each Municipality participating in Urban County Community Development Program shall receive funding for some project, or activity, which is eligible under the Act, and meets the goals of the Act. It is also further understood that the Act places emphasis on urban areas in providing for the distribution of Urban County formula projects.

6. If projects or activities within the Municipality are approved and funded, pursuant to the application, the County may permit the Municipality to implement those portions of the plans which are to take place within its boundaries, or the County may implement all portions of the Plan. The parties acknowledge that, the County will have the responsibility and authority for the overall implementation of the program, and for the proper use of the Urban County formula in accordance with the requirements of the Act.

7. The County shall develop a uniform administration procedure for the development of the application and the distribution of Community Development funds. These procedures will of necessity reflect the requirements of the Secretary of Housing and Urban Development and the regulations which the Secretary may develop for the distribution and expenditure of Urban County formula funds.

8. The Municipality authorizes the County to do on behalf of the Municipality in accordance with the conditions of this agreement, all things which the Municipality could do for itself in the making of the application for, and the expenditure of, Urban County funds.

9. The Municipality and the County have adopted, and are enforcing, a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to, or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

10. The County and the Municipality agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities pursuant to this Agreement. The Parties further agree that they will take all necessary actions to assure compliance with the urban county's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended to date, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act to affirmatively further fair housing, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended to date which incorporates Section 504 of the Rehabilitation Development Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws which may apply. The parties further agree that the county shall not fund any activity which is in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing with the jurisdiction of its local government, or that impedes the County's actions to comply with its fair housing certification.

11. The Municipality agrees to comply with all applicable regulations, laws, notices and other requirements of HUD now, or hereafter in effect, pertaining to the CDBG Entitlement Program and the HOME Program. The Municipality further understands that noncompliance by the municipality can provide cause for funding sanctions or other remedial actions by the County, and or, the U.S. Department of Housing and Urban Development.

12. Pursuant to the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235, a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indiana tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

13. The County and Municipality agree that any municipality who has control over CDBG funds, including program income, shall adhere to all regulations applicable to subrecipient under 570.501(b) including the requirements of a written agreement set forth in 570.503 regarding;

1. Statement of Work
2. Records and Reports
3. Program Income
4. Uniform Administrative Requirements
5. Other Program Requirements
6. Conditions for Religious Organizations
7. Suspension and Termination
8. Reversion of Assets

It is further understood that the Municipality is not a Subrecipient under the existing Cooperation Agreement.

14. The Municipality understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG Program; and may not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.

15. The terms of this Agreement covers both the CDBG Entitlement Program and the Home Investment Partnership Program.


16. FY2019 Program Funds shall be expended by June 9, 2020  
FY2020 Program Funds shall be expended by June 8, 2021  
FY2021 Program Funds shall be expended by June 7, 2022

***IF CDBG FUNDS ARE NOT EXPENDED BY THE ABOVE DATES THOSE FUNDS SHALL BE RE-CAPTURED BY THE COUNTY.***


IN WITNESS WHERE OF the parties have hereunto set their hand this 27<sup>th</sup> day of MAY, 2018.

**EXECUTION OF AGREEMENT**

**ATTEST:**

  
\_\_\_\_\_  
Clerk-Treasurer

**TOWN OF WINFIELD**

BY:   
\_\_\_\_\_  
Signature

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

**BOARD OF COMMISSIONERS COUNTY OF LAKE**

\_\_\_\_\_  
Kyle W. Allen, Sr.

**ATTEST:**

\_\_\_\_\_  
Jerry Tippy

\_\_\_\_\_  
John Petalas, Auditor

\_\_\_\_\_  
Michael C. Repay

RESOLUTION NUMBER 2018-5

**A RESOLUTION AUTHORIZING AND DIRECTING  
THE TOWN COUNCIL PRESIDENT OF THE TOWN OF WINFIELD  
TO SUBMIT A PROJECT PROPOSAL FOR COMMUNITY DEVELOPMENT  
BLOCK GRANT FUNDS FOR FEDERAL FISCAL YEARS 2018**

WHEREAS, under the provisions of Title 1 of the Housing and Community Development Act of 1974, as amended to date, Lake County, Indiana is authorized to provide financial assistance to units of general local government for undertaking and carrying out Community Development activities; and

WHEREAS, it is provided in such Act that the unit of general local government shall provide a satisfactory assurance prior to submission of its Application, that it has held one public hearing to obtain the views of citizens of Community Development needs; and

WHEREAS, the Town of Winfield is proposing a project for assistance under the Housing and Community Development Act of 1974, as amended to date, and proposes to undertake and make available a total project cost of Sixty Eight Thousand Two Hundred Forty Two Dollars (\$68,242.00); and

WHEREAS, the Town of Winfield has held one formal public hearing on the proposed program and has made available to the general public, through the mass media and other sources, information concerning the program; and

WHEREAS, the Town of Winfield has general knowledge of the proposed uses of such funds and is cognizant of the conditions that are imposed in the undertaking and carrying out of Community Development activities and undertaking with Federal financial assistance under Title 1, including those prohibiting discrimination because of race, color, creed, sex or national origin;

NOW THEREFORE, BE IT RESOLVED, by the Town of Winfield, Indiana:

Section 1: That the Town Council President of the Town of Winfield, IN is hereby authorized to file a Project proposal for funds under Title 1 of the Housing and Community Development Act of 1974, as amended to date, with Lake County, Indiana and provide all information and assurances as may be necessary under the Act.

\_\_\_\_\_  
Town Council President

ATTEST:

\_\_\_\_\_  


WINFIELD TOWN COUNCIL

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## **CITIZEN PARTICIPATION PLAN**

The following is a detailed citizen participation plan which:

1. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides participation of residents in low and moderate income neighborhoods as defined by the local jurisdiction;
2. Provides citizens with reasonable and timely access to local meetings, information, and records relating to the grantee's proposed use of funds, as required by the regulations of the Secretary, and relation to the actual use of funds under the Act;
3. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance to be determined by the grantee;
4. Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
5. Provides for a timely written answer to written complaints and grievances, within fifteen (15) working days where practicable; and
6. Identifies how the needs of non-English speaking residents will be in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

**AFFIRMATIVE ACTION PROGRAM  
IMPLEMENTING SECTION 3 OF THE  
HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

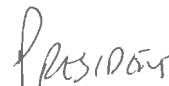
**SPECIFIC AFFIRMATIVE ACTION STEPS**

TOWN OF WINFIELD agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and project area businesses.

- A. To ascertain from the HUD Area Office Director the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials of the department in preparing and implementing the Affirmative Action Plan.
- B. To attempt to recruit from the appropriate areas the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this affirmative action plan in all bid documents, and to require all bidders to submit a Section 3 Affirmative Action Plan including utilization goals and the specific steps planned to accomplish the goals.
- E. To insure that contracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project area, are also let on a negotiated basis, where ever feasible when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations, to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending contractual opportunities.
- H. To maintain records including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.



Signature



Title

## LAKE COUNTY, INDIANA

### Section 3 Understanding

The U.S. Department of Housing and Urban Development (HUD) issued regulations that provide the directive to create job opportunities for low-income persons when HUD funds are expended on a construction project. These regulations are known as Section 3 policy. The purpose of the Section 3 policy is to ensure that the employment and other economic opportunities generated by Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low and very low-income persons.

Section 3 covered projects are construction, reconstruction, conversion, or rehabilitation of housing, including reduction and abatement of lead based paint hazards, or other public construction which includes building and improvements assisted with HUD housing and community development assistance. Section 3 covered contracts do not include contracts for purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

Fund recipients and contractors must show compliance with the numerical goals set forth by the regulations. The numerical goals for new hires apply only to the number of new hires generated because of the financial assistance of the HUD programs. The numerical goals are not absolute numerical requirements. They are goals that each recipient and contractor should try to reach. The goals, if not met, do not trigger sanctions against the recipient or contractor. However, if challenged on the issue of compliance with Section 3, the recipient or contractor should be ready to demonstrate that they tried to reach these goals. The goals are as follows:

- 30% of all covered new hires for the years FY 2018

In addition, recipients and contractors are required to show compliance with the goal that at least 10% of any building trade activity, which is subcontracted, and 3% of non-building trade activity (construction management, etc.), is awarded to eligible Section 3 business concerns.

Further information regarding these requirements may be found in the Federal Regulations at 24 CFR 135 and the Lake County Section 3 Plan.

*I certify that I have read the information above and understand the Section 3 requirements and numerical goals.*

Name: Mark H. H.

Title: President

Date: March 27, 2018