



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., July 18, 2022

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

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

Call to Order

Approval of Minutes: July 11, 2022

Approval of Agenda

- 1) Neighborhood request:** Approve the partial closure of 13th Street for the College Farm Neighborhood Block Party, on Aug. 6, 2022
- 2) Planning & Zoning Department:** Accept the East College Avenue Industrial Park subdivision plat with dedications and easements
- 3) Legal Department:** Approve agreement with Design Group International for consulting and leadership coaching for the Department of Environmental Resilience (cost of \$10,560)
- 4) Legal Department:** Request to adopt Resolution 2022-23, *Acknowledging House Enrolled Act 1002 and Finding that Goshen Water Utility Rates Shall Not Be Adjusted*
- 5) Legal Department:** Agreement with Habitat for Humanity of Elkhart County for the demolition of the property at 414 River Avenue and site preparation to build a single-family home
- 6) Legal Department:** Approve and execute Amendment No. 1 to the agreement with Jacobi, Toombs, & Lanz, Inc. for Building Plan Review (increase to \$25,000)
- 7) Engineering Department:** Approve Balancing Change Order #2 for 16th Street Reconstruction (JN: 2020-0038), decreasing the contract by \$33,942.50



8) Engineering Department: Approve and authorize the Mayor to sign Agreement Amendment #1 with Abonmarche Consulting for GIS and IT on-call services (not-to-exceed fee of \$100,000, of which \$40,000 is allocated for on-call services)

9) Clerk-Treasurer request: Approve a change in the date of the partial closure of 7th Street (from Aug. 27 to Aug. 13) for the Historic Southside Neighborhood Association's block party

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE July 11, 2022 REGULAR MEETING

Convened at 2 p.m. at Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Mayor Jeremy Stutsman and members Mike Landis, Mary Nichols and DeWayne Riouse

Absent: Barb Swartley

CALL TO ORDER: Mayor Stutsman called the meeting to order at 2:00 p.m.

REVIEW/APPROVE MINUTES: Mayor Stutsman presented the minutes of the June 27, 2022 regular meeting. Board member Mary Nichols moved to approve the minutes as presented and the motion was seconded by Board member DeWayne Riouse. Motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the meeting agenda. Board member Nichols moved to approve the agenda as submitted. Board member Riouse seconded the motion. Motion passed 4-0.

1) Fire Department: Accept resignation of Private Tyler Thibodeaux, effective July 25, 2022

Goshen Fire Department Chief Dan Sink asked the Board to accept the resignation of Private Tyler Thibodeaux, effective July 25, 2022. In his letter of resignation, Thibodeaux wrote that he was extremely grateful for the opportunities that the Goshen Fire Department had provided him, but "after significant consideration, I will be pursuing career goals outside of the fire service. I have enjoyed my time at GFD and will continue to grow from the experiences I've had. I'm proud to say I worked with the Goshen Fire Department.

Chief Sink said Thibodeaux has served with the department since February 2019, adding: "We have enjoyed working with Tyler during his time at GFD and appreciate his service to our community. Our GFD family would like to wish Tyler and his family the very best in their new endeavors" Mayor Stutsman echoed those sentiments.

Nichols/Riouse moved to accept the resignation of Private Tyler Thibodeaux, effective July 25, 2022. Motion passed 4-0.

2) Fire Department: Approve Resolution 2022-22 - Approving Certain City of Goshen Fire Department Policies and Repealing Certain Policies (GFD Policy Manual)

Goshen Fire Department Assistant Chief Anthony Powell asked the Board to approve the Goshen Fire Department Policy Manual that was prepared by Lexipol LLC, by passing Resolution 2022-22 - *Approving Certain City of Goshen Fire Department Policies and Repealing Certain Policies*.

In a memorandum to the Board, **Chief Dan Sink** wrote that on Feb. 8, 2021, the Board of Works and Safety approved an agreement between the Goshen Fire Department and Lexipol and it was signed the same day by Mayor Stutsman. Lexipol provides fully developed, state-specific policies researched and written by subject matter experts and vetted by attorneys. Chief Sink wrote that these policies are based on nationwide standards and best practices while also incorporating state and federal laws and regulations where appropriate. In addition, Lexipol will keep the Fire Department's policies updated as new subject matter develops.



Chief Sink indicated that since Feb. 8, 2021, GFD committee members, along with representatives from Lexipol, have been working to complete the updated fire department policy manual. He wrote that if approved, these policies will be replacing all current fire department policies and will be effective starting Oct. 1, 2022. This will allow time for officers and staff to review and acknowledge the policies prior to them being effective.

Resolution 2022-22 - Approving Certain City of Goshen Fire Department Policies and Repealing Certain Policies, set forth the background and context of the new policy manual. The following City of Goshen Fire Department Policies when approved would be effective Oct. 1, 2022:

- 100 – Fire Service Authority
- 101 - Oath of Office
- 102 - Policy Manual
- 200 - Organizational Structure
- 201 - Emergency Action Plan and Fire Prevention Plan
- 202 - Chief's Order
- 203 - Training Policy
- 204 - Liability Claims
- 205 - Electronic Mail
- 206 - Administrative Communications
- 207 - Minimum Staffing Levels
- 208 - Post-Incident Analysis
- 209 - Annual Planning Master Calendar
- 210 - Solicitation of Funds
- 211 - Purchasing and Procurement
- 212 - Physical Asset Management
- 300 - Incident Management
- 301 - Emergency Response
- 302 - Fireground Accountability
- 303 - Rapid Intervention/Two-In Two-Out
- 304 - Urban Search and Rescue (USAR)
- 305 - Tactical Withdrawal
- 306 - Response Time Standards
- 307 - Aircraft Operations
- 308 - Atmospheric Monitoring for Carbon Monoxide
- 309 - Staging
- 310 - High-Rise Incident Management
- 311 - Elevator Entrapments
- 312 - Elevator Restrictions During Emergencies
- 313 - Swiftwater Rescue and Flood Search and Rescue Responses



- 314 - Confined Space Rescue Response
- 315 - Trench Rescues
- 316 - Carbon Monoxide Detector Activations
- 317 - Safely Surrendered Baby Law
- 318 - Hazardous Materials Response
- 319 - News Media and Community Relations
- 320 - Scene Preservation
- 321 - Child Abuse
- 322 - Disposition of Valuables
- 323 - Performance of Duties
- 324 - Adult Abuse
- 325 - Traffic Accidents
- 326 - Line-of-Duty Death and Serious Injury Investigations
- 327 - National Fire Incident Reporting System (NFIRS)
- 328 - Ride-Along Program
- 329 - Grocery Shopping On-Duty
- 330 - Chaplains
- 331 - Active Shooter and Other Violent Incidents
- 400 - Fire Inspections
- 401 - Fire Investigations
- 402 - Code Enforcement
- 403 - Fireworks Displays
- 404 - Hazardous Materials Disclosures
- 405 - Maximum Occupancy - Overcrowding
- 406 - Juvenile Firesetter Referrals
- 407 - Fire Watch Services
- 408 - Fire Investigation Digital Photo Files
- 500 - Patient Care Reports
- 501 - Patient Refusal of Pre-Hospital Care
- 502 - Advance Health Care Directives
- 503 - Latex Sensitivity
- 504 - Controlled Substance Accountability
- 600 - Fire Apparatus Driver/Operator Training
- 601 - CPR and Automated External Defibrillator Training
- 602 - Communicable Disease Training Program
- 603 - Emergency Action Plan and Fire Prevention Plan Training
- 604 - Hazard Communication Program Training



- 605 - Hazardous Materials (HAZMAT) Training
- 606 - Hearing Conservation and Noise Control Training
- 607 - Heat Illness Prevention Training
- 608 - Health Insurance Portability and Accountability Act (HIPAA) Training
- 609 - National Incident Management System (NIMS) Training
- 610 - Repetitive Motion Injuries and Ergonomics Training
- 611 - Respiratory Protection Training
- 612 - Training Records
- 613 - Firefighter Health, Safety and Survival Training
- 614 - Training Leave of Absence
- 700 - Use of Department-Owned and Personal Property
- 701 - Personal Communication Devices
- 702 - Vehicle and Apparatus Inspections, Testing, Repair and Maintenance
- 703 - Use of Department Take Home Vehicles
- 704 - Information Technology Use
- 705 - Mobile Data Terminal Use
- 706 - Knox-Box® Access
- 707 - Communications Operations
- 708 - Photography and Electronic Imaging
- 709 - Non-Official Use of Department Property
- 800 - Records Management
- 801 - Release of Records
- 802 - Subpoenas and Court Appearances
- 803 - Patient Medical Record Security and Privacy
- 900 - Illness and Injury Prevention Program
- 901 - Indiana Occupational Safety and Health Administration (IOSHA) Inspections
- 902 - IOSHA Notification of Illness, Injury or Death
- 903 - Communicable Diseases
- 904 - High-Visibility Safety Vests
- 905 - Soft Body Armor
- 906 - Apparatus/Vehicle Backing and Parking
- 907 - Heat Illness Prevention Program
- 908 - Respiratory Protection Program
- 909 - Personal Alarm Devices
- 910 - Health and Safety Officer (HSO)
- 911 - Vehicle Safety Belts
- 912 - Fire Station Safety



- 913 - Ground Ladder Testing
- 914 - Personal Protective Equipment
- 915 - Hazardous Energy Control
- 916 - Hazard Communication
- 917 - Personal Firearms
- 918 - Roadway Incident Safety
- 1000 - Recruitment and Selection
- 1001 - Performance Evaluations
- 1002 - Promotions and Transfers
- 1003 - Position Descriptions
- 1004 - Classification Specifications
- 1005 - Fire Officer Development
- 1006 - Reporting for Duty
- 1007 - Emergency Recall
- 1008 - Overtime
- 1009 - Discriminatory Harassment
- 1010 - Conduct and Behavior
- 1011 - Personnel Complaints
- 1012 - Personal Projects On-Duty
- 1013 - Personnel Records
- 1014 - Commendations and Meritorious Service
- 1015 - Grievance Procedure
- 1016 - Wellness and Fitness Program
- 1017 - Physical Fitness
- 1018 - Critical Incident Stress Debriefing
- 1019 - Workplace Violence
- 1020 - Lactation Breaks
- 1021 - Smoking and Tobacco Use
- 1022 - Drug- and Alcohol-Free Workplace
- 1023 - Personal Appearance Standards
- 1024 - Uniform Regulations
- 1025 - Badges
- 1026 - Identification Cards
- 1027 - Work-Related Illness and Injury Reporting
- 1028 - Temporary Modified-Duty Assignment
- 1029 - Release of HIPAA-Protected Information
- 1030 - Return to Work



- 1031 - Line-of-Duty Death
- 1032 - Line-of-Duty Death and Serious Injury Notification
- 1033 - Family Support Liaison
- 1034 - Funerals
- 1035 - Family and Medical Leave
- 1036 - Military Leave
- 1037 - Driver's License Requirements
- 1038 - Nepotism and Conflicting Relationships
- 1039 - Member Speech, Expression and Social Networking
- 1040 - Anti-Retaliation
- 1041 - Sick Leave
- 1042 - Vacation
- 1100 - Facility Security
- 1101 - Emergency Power
- 1102 - Wastewater Discharge
- 1103 - Flag Display
- 1104 - Fire Station Living
- 1200 - Disability - Retirement
- 1201 - Information Regarding Arson
- 1202 - Department Vehicles
- 1203 - Use of Communication Facilities
- 1204 - Change in Personnel Status
- 1205 - Disciplinary Action
- 1206 - Terrorism
- 1207 - Reporting

Resolution 2022-22 also specified that that, upon the approval of the above-described policies, the current City of Goshen Fire Department policies, including, but not limited to, those policies found in the City of Goshen Fire Department Rules and Regulations, are hereby repealed, effective Oc. 1, 2022.

DISCUSSION AND APPROVAL OF RESOLUTION 2022-22:

At the July 11, Board of Works & Safety meeting, **Mayor Stutsman** said that the policies were shared with Board members several months ago for their review. He asked if Board members had any questions or comments.

Board member Landis said he debated whether to ask questions privately, but decided that since the policies will be used by the department and perhaps modified, he should make his comments at a public meeting. Landis asked about the following:

- **A policy that dictates that firefighters stop their vehicles at all stop signs and red lights and whether the department's new policy matches the practice.** Powell said Lexipol follows best practices and state law, and that Goshen's policy is that vehicles must stop for stop signs and red lights.



Mayor Stutsman said the vehicles at least try to slow down. Landis said he hasn't seen Fire Department vehicles stop in those instances. Powell said that would be a violation of the policy. Landis said perhaps there should be a change because he wouldn't blame Fire Department vehicles from not stopping when responding to emergencies. Powell said the new policy is that vehicles must come to a full stop for the safety of all. Landis said if an ambulance was coming for him, he wouldn't want it to stop.

- **Regarding the swift-water rescue policy, Landis noted that firefighters are supposed to be certified to enter the water for rescues.** In case of a major emergency, he asked if the Fire Department had enough certified firefighters to enter the water or was there a loophole that would exempt non-certified firefighters. Powell said that all firefighters are supposed to have a life jacket or life preserver within 15 feet of the water. He said the department sends all personnel to South Bend to the Indiana River Rescue School, which is nationally recognized. He added that there shouldn't be any Goshen firefighters who cannot go into the water.
- **Landis said the department's chaplain policy seemed to encourage a diversity of expression, but also stated that the chaplain should be of a denomination that was representative of the community, which seemed more specific.** Landis said that this seemed to suggest the person should be a subset of a Christian, while the policy doesn't state that the person even has to be religiously affiliated. Powell said the department's chaplains were trying to set up an LLC so that even if not associated with their churches, they could still serve. Powell also said denominations are not discussed. Landis said he gathered that from the policy itself, but in encouraging selection of a person from a denomination that was representative of the community, he wondered if that was how chaplains were picked. Powell said he could not further address Landis' question.
- **Landis asked if there are any fireworks set off in the City that are not public He said he was raising the issue because fireworks are set off all the time. He said the new policy included a long list of requirements for a public display, but nothing to distinguish private vs. public displays.** Chief Sink said the major fireworks shows must have certified personnel. Landis said there seem to be major private displays every year. Chief Sink said that people have access to major fireworks, but that he didn't know the threshold for distinguishing between private displays and public ones that require permission.
- **Landis asked if the new state law allowing people to carry handguns without a permit would affect the department's personal firearms policy.** He said the policy specifies that a personal firearm must be kept in a firefighter's private vehicle. Landis asked if the policy would change. Powell said it would not.
- **Regarding communicable diseases, Landis asked if that was a continuing conversation.** Powell said this was being handled similarly to the Police Department's policy. Powell said the department will receive updates from Lexipol as state and federal laws change. And in those cases, Powell said policy revisions will be made.

Mayor Stutsman said there will be periodic policy updates, noting that the Board will soon be asked to make revisions to the Police Department policies to reflect changes in state law that took effect on July 1.

Nichols/Landis moved to approve the Goshen Fire Department Policy Manual that was prepared by Lexipol LLC. by passing Resolution 2022-22 - Approving Certain City of Goshen Fire Department Policies and Repealing Certain Policies. Motion passed 4-0.



3) Elkhart County 4H Fair request: Request for street closures and related assistance for the annual fair parade on July 24, 2022

On behalf of The Elkhart County 4H Fair Board and Goshen Noon Kiwanis Club, **Boyd Smith** requested that the Board grant approval to stage the 2022 Elkhart County 4H Fair Parade, along with traditional support services from the City. The parade is scheduled for July 24, 2022 with no changes to the traditional route.

In a written request, **Smith**, who is the Fair's parade director, asked the Board to approve having the Goshen Police Department close streets as they see appropriate for the staging and running of the parade. He also requested assistance from the Goshen Street Department with barricades and trash pickup. **Smith** wrote that the staging areas will be Linway Plaza, the Kroger Plaza and Rogers Park. Parade registration begins at 10:30 AM and the parade will step off promptly at 1:30 p.m.; some units will arrive as early as 9:00 a.m., prior to registration.

In response to a question from **Mayor Stutsman**, **Smith** said that he has already been in touch with City departments about his requests for the parade.

Nichols/Riouse moved to grant approval to stage the 2022 Elkhart County 4H Fair Parade, along with traditional support services from the City. The parade is scheduled for July 24, 2022. Motion passed 4-0.

4) Organization request: Closure of parking lot adjacent to Goshen Brewing Co. for a pickleball tournament
Tavisak "Tavi" Mounsithiraj, owner and operator of the Goshen Soccer Academy, asked the Board to approve the use of the City parking lot on West Washington Street, north of Goshen Brewing Company, for pickleball test play from 8 a.m. until 1 p.m. on Saturday, Aug. 6, 2022 and from 9 a.m., on Aug. 12, and continuing until 8 p.m. on Saturday, Aug. 13.

Mounsithiraj asked to use the parking lot on three dates in August 2022 for the playing of pickleball, a racket/paddle sport that is gaining increased popularity. Included in the Board packet was **Mounsithiraj's** initial request and a map/diagram of his proposed use the parking lot for the Pickleball Invitational Challenge, a City pickleball tournament. In response to a question from **Board member Landis**, **Mounsithiraj** said he has already tested the surface of the parking lot and knows it will work for pickleball. He added that participants will be required to sign waivers of liability.

Nichols/Riouse moved to approve the use of the City parking lot on West Washington Street, north of Goshen Brewing Company, for pickleball test play from 8 a.m. until 1 p.m. on Saturday, Aug. 6, 2022 and from 9 a.m., on Aug. 12, and continuing until 8 p.m. on Saturday, Aug. 13. Approval is contingent on **Mounsithiraj** meeting any conditions proposed by the City Parks and Recreation Department, the City Street Department and the City Engineering Department. Motion passed 4-0.

5) Legal Department: Agreements with 19 non-profit groups for grants from American Rescue Plan funds

Matt Lawson, an attorney with the City Legal Department, asked the Board to approve and authorize Mayor **Stutsman** to execute the 19 agreements for the organizations awarding each recipient specified funds from the City's American Rescue Plan Fund.

Lawson said on March 11, 2021, President Biden signed into law the American Rescue Plan Act of 2021, ("ARPA" or the "Act"), establishing the Coronavirus State and Local Fiscal Recovery Funds program (hereafter the "ARP Funding"). The City has received a total allocation of ARP Funding, in the amount of \$6,692,508.



Lawson said the City intends to allocate a portion of its ARP Funding to assist non-profit organizations within the City, and nearby communities, that have suffered negative economic impacts as a result of the COVID19 pandemic in accordance with all federal, state, and local guidelines regarding the usage of ARP Funding.

Lawson said the following organizations received awards for the following projects in these amounts:

- **ADEC, Inc.**, ADEC Summer Camp, \$25,000
- **Center for Healing & Hope, Inc.**, Food Security with Dignity, and the Natural Helpers program, \$25,000
- **Elkhart County Clubhouse, Inc.**, Home repairs and installation of a ramp for accessibility and safety, \$19,704
- **Bashor Home of The United Methodist Church, Inc.**, Benevolent Care Services and Safe Place Community Training, \$25,000
- **Boys & Girls Clubs of Elkhart County, Inc.**, Summer Camp Food Support, \$3,500
- **Bushelcraft Farm Corporation**, Fresh Food for Families in Goshen's Food Desert, \$5,000
- **Child and Parent Services, Inc.**, Family Resource Center Navigator, \$10,000
- **Council on Aging of Elkhart County, Inc.**, Access to Healthcare for low-income seniors and the disabled, \$25,000
- **Food Bank of Northern Indiana, Inc.**, Mobile Food Distributions for City of Goshen and Greater Elkhart County, \$20,000
- **Goshen Christian Montessori School, Inc.**, Expanding high-quality child-care options for low/moderate income families, \$5,000
- **Goshen Community Schools Foundation, Inc.**, Field Trip Funding, \$40,000 (2yrs @ \$20k each)
- **Goshen Health System, Inc.**, Pilot a weekend backpack meal distribution program for at-risk, food insecure families, \$24,960
- **Goshen Interfaith Hospitality Network, Inc.**, Goshen Interfaith Homeless Shelter Relocation, \$20,000
- **Kiwanis Club of Goshen Maple City Indiana, Inc.**, Tools-4-Schools Program, \$10,000
- **Goshen Stars Soccer Club, Inc.**, Capital Projects for Field Development, \$75,000 (3yrs @ \$25k ea.)
- **Horizon Education Alliance, Inc.**, Triple P: Positive Parenting Program, \$20,000
- **Maple City Health Care Center, Inc.**, COVID Vaccination for Goshen, \$25,000
- **Ryan's Place, Inc.**, Children's Grief Support Programs, \$20,000
- **ULEAD, Inc.**, Kindness Week Events, \$11,500

Mayor Stutsman provided the background and context of the awards, including the appointment of a review committee and the grant review and award process. The Mayor said with the approval of the City Council, the City decided to provide more grant funding than originally envisioned to better address community needs. He briefly discussed some of the needs that will be met through the grants.

Nichols/Riouse moved to approve and authorize **Mayor Stutsman** to execute the 19 agreements for the organizations awarding each recipient specified funds from the City's American Rescue Plan Fund. Motion passed 4-0.



6) Legal Department: Approval of agreement to purchase GraniteNet Software from BEC Enterprises, LLC for TVI Camera for the Water & Sewer Department

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to approve and execute the agreement with BEC Enterprises, LLC, d/b/a Brown Equipment Company, for the for installation of GraniteNet Software for the TVI Camera and for an annual support plan.

Attached to the Board's packet was an agreement with BEC Enterprises, LLC, d/b/a Brown Equipment Company, for GraniteNet Software for the TVI Camera. **Newcomer** said BEC Enterprises, LLC will be paid \$60,505.00 for the software and \$4,250.00 for the annual support.

Nichols/Riouse moved to approve and execute the agreement with BEC Enterprises, LLC d/b/a Brown Equipment Company, for the installation of GraniteNet Software for the TVI Camera and for an annual support plan. Motion passed 4-0.

7) Legal Department: Resolution 2022-20 - Declaring Surplus and Authorizing the Disposal of Personal Property

Shannon Marks, a paralegal with the City Legal Department, asked the Board to pass and adopt Resolution 2022-20 - *Declaring Surplus and Authorizing the Disposal of Personal Property*.

Marks said the City wishes to dispose of personal property that is no longer needed or is unfit for the purpose for which it was intended. Resolution 2022-20 is to declare the property as surplus and authorize its disposal in accordance with the provisions of Indiana Code § 5-22-22-8 by demolishing or junking property that is worthless or of no market value. The surplus property, or components of the property, will be recycled where possible.

Attached to Resolution 2022-20 and included in the agenda packet was a list of the surplus property, which included camcorders, televisions, surveillance cameras, VCR/DVDs, and computers.

Nichols/Riouse moved to pass and adopt Resolution 2022-20 - Declaring Surplus and Authorizing the Disposal of Personal Property. Motion passed 4-0.

8) Legal Department: Resolution 2022-21 - 2023 City Holiday Schedule

Shannon Marks, a paralegal with the City Legal Department, asked the Board to pass and adopt Resolution 2022-21, 2023 City Holiday Schedule.

Marks reported that the Common Council has delegated to the Board of Public Works and Safety the responsibility to determine on an annual basis a holiday schedule and designate the date to be observed for a holiday should an actual holiday fall on a Saturday or a Sunday.

Resolution 2022-21 would approve the holiday schedule for 2023, and specifically designate the following dates to be observed for holidays that actually fall on a Saturday or Sunday

- New Year's Day, Monday, January 2, 2023 (in lieu of January 1)
- Veterans Day, Friday, November 10, 2023 (in lieu of November 11)
- Christmas Eve, Tuesday, December 26, 2023 (in lieu of December 24)
- (Christmas Day falls on Monday, December 25, 2023)

The other City holidays for 2023 are:

- Martin Luther King, Jr.'s Birthday (Third Monday in January) Monday, January 16, 2023



- Memorial Day (Last Monday in May), Monday, May 29, 2023
- Juneteenth National Independence Day (June 19), Monday, June 19, 2023
- Independence Day (July 4), Tuesday, July 4, 2023
- Labor Day (First Monday in September), Monday, September 4, 2023
- Thanksgiving Day (Fourth Thursday in November), Thursday, November 23, 2023
- Thanksgiving Holiday (Friday following Thanksgiving Day), Friday, November 24, 2023

Resolution 2022-21 also specifies that that City of Goshen offices and departments, excluding the Police and Fire Departments, will be closed on the above dates.

Nichols/Riouse moved to pass and adopt Resolution 2022-21, 2023. Motion passed 4-0.

9) Engineering Department: Accept the drainage plan for the East College Avenue Industrial Park Subdivision (JN: 2020-0036)

City Director of Public Works Dustin Sailor asked the Board to accept the drainage plan for the East College Avenue Industrial Park Subdivision, which was prepared by the developer's Indiana licensed professional engineer. The City does not warrant the drainage plan will function as intended and accepts no liability for the drainage design. **Sailor** said that pursuant to Ordinance No. 3196, Section 512 of the Goshen Subdivision Control Ordinance, Goshen Engineering has reviewed the drainage plan for the East College Avenue Industrial Park Subdivision on behalf of the Board of Works and Safety. The Goshen Engineering Department finds the proposed drainage plan adequately detains on-site and offsite runoff in accordance with Elkhart County's intensity-duration curve as found in the 2017 Elkhart County Highway Guidelines and Standards for Design of Public Improvements. **Sailor** said the plan goes one step further and has incorporated improvements that can safely pass stormwater runoff through the drainage system in accordance with the precipitation frequency estimates published in NOAA Atlas 14.

Sailor said Goshen Engineering recommends the Board's acceptance of the plan with the understanding that Goshen Engineering reviewed the drainage plan for general adherence to good engineering practice. The Board should note in their drainage approval that acceptance of the development's drainage plan in no way guarantees the drainage plan and drainage improvements will work as intended, and the City accepts no liability for any design shortcomings. **Sailor** said all concerns related to the development's drainage improvement are to be referred back to the development's licensed professional(s).

Nichols/Riouse moved to accept the drainage plan for the East College Avenue Industrial Park Subdivision, which was prepared by the developer's Indiana-licensed professional engineer. The City does not warrant the drainage plan will function as intended and accepts no liability for the design. Motion passed 4-0.

10) Engineering Department: Approve the agreement with La Croix Traffic Engineering to complete a traffic study of the major traffic corridors in the southeast portion of the City

City Director of Public Works Dustin Sailor asked the Board to approve the agreement with La Croix Traffic Engineering to complete the traffic study for a lump sum fee of \$45,350.

Sailor said In order to support future projects, and in response to increasing traffic, the engineering department was asking to commission a traffic study along major traffic corridors in the southeast portion of the city. LaCroix Traffic Engineering has submitted a proposal to complete the study for a lump sum fee of \$45,350. The first study will be along Dierdorff Road and County Road 40 and the second along Plymouth Avenue.



Nichols/Riouse moved to approve the agreement with La Croix Traffic Engineering to complete the traffic study for a lump sum fee of \$45,350. Motion passed 4-0.

11) Engineering Department: Approve the request for Mayor Stutsman to execute the 2022 asphalt milling contract with McCrite Milling & Construction

City Director of Public Works Dustin Sailor asked the Board to approve Mayor Stutsman to execute the 2022 asphalt milling contract with McCrite Milling & Construction.

Sailor said the Engineering Department solicited quotes and selected McCrite Milling & Construction as the lowest responsible and responsive quote for 2022 asphalt milling contract. The selected contractor will mill the designated streets in advance of paving to be completed by the City of Goshen Street Department and be compensated in the contract amount of \$22,640.

Nichols/Riouse moved to approve Mayor Stutsman to execute the 2022 asphalt milling contract with McCrite Milling & Construction. Motion passed 4-0.

Privilege of the Floor (opportunity for public comment for matters not on the agenda):

Mayor Stutsman opened Privilege of the Floor at 2:27 p.m.

Matthew Lind of Goshen said he wanted to discuss the status of the home at 414 River Avenue. He said he went on vacation last month after the bid opening for the demolition of the home. Lind said the deadline for the work was July 1, but when he returned from vacation, he learned that the home was still standing. He said he then reviewed the minutes of the Board of Works and learned about the possible involvement of Habitat for Humanity with the home. Lind said he wanted some clarification on what had happened.

Mayor Stutsman said he believed the City's bid to demolish the home was about \$12,000, but the City then learned that Habitat for Humanity had been working with the property owner to buy the property and build a new home. The Mayor said Habitat's price to demolish the home was for much less than the earlier bid, so the City would save money by working with Habitat. The Mayor said he received an email from Habitat last week and there are plans to demolish the home within two weeks and a contractor was in place. Mayor Stutsman said he was hesitant to delay the demolition, but decided to do so, to save the City money and to facilitate a home build with Habitat.

City Attorney Bodie Stegelmann said the Mayor's response was consistent with the current status of the project. Stegelmann said he expected the home to be demolished in a week to 10 days.

Lind said this was exciting news.

Mayor Stutsman said he wished the City could have expedited the demolition because he knows this has been an "awful property" for the neighborhood for years. He said he wished the demolition could have been faster.

Lind agreed and said he believes the home has been a problem since 2013, so the situation has persisted for nine years. He said a neighbor has been working on a nice house next door to 414 River Avenue and has it for sale now. Lind said the sales price will be affected by thousands of dollars because of the home at 414 River Avenue. Lind said that for a demolition to take nine years was astounding. He asked if Board members would have allowed this situation to persist this long if they lived next to 414 River Avenue.

Mayor Stutsman said he became mayor in 2016 and cannot speak for what happened from 2013 to 2016.



However, **Mayor Stutsman** said the City condemned the home at 414 River Avenue in 2017 and almost immediately ordered its demolition, but then a court challenge was filed. He said that this same property owner had a home next to the Mayor's home for eight years that was vacant and in poor condition. Mayor Stutsman said someone eventually bought the home and renovated it. The Mayor said the City works as fast as possible on such cases, but there are many such homes in the community and the City can only afford to address a few at a time.

Board member Landis said some property owners are able to delay the demolition process through legal means, which is also frustrating to the Board. Landis added that perhaps Lind can inform his neighbor of the impending demolition, which could help him get a better sales price.

There were no FURTHER comments, so Mayor Stutsman closed Privilege of the Floor at 2:33 p.m.

As all matters before the Board of Public Works & Safety were concluded, Mayor Stutsman/Nichols moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 4-0.

Mayor Stutsman adjourned the meeting at 2:33 p.m.

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member



Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

ATTEST

Richard R. Aguirre, City of Goshen Clerk-Treasurer

COLLEGE FARM NEIGHBORHOOD

June 27, 2022

To: Goshen Board of Public Works

From: Craig Yoder – College Farm Neighborhood

Re: College Farm Neighborhood Block Party

Date: August 6, 2022

The College Farm Neighborhood, consisting of the area South of College Avenue from 12th Street to 15th Street, is requesting permission to hold a Neighborhood Block Party on the 1800 block of South 13th Street between Mervin Avenue and Leroy Street on Saturday August 6, 2022, from 6:30 to 9:00 PM. The College Farm Neighborhood is requesting this one block be closed during this time.

Thank you for considering this request.

Craig Yoder – Committee Member

1905 S. 15th Street

Goshen, IN 46526

cnyoder71@gmail.com

Cell Phone # 574-536-9090



Rhonda L. Yoder, AICP
PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405
Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185
rhodayoder@goshencity.com • www.goshenindiana.org

MEMORANDUM

To: Board of Public Works & Safety
From: Rhonda L. Yoder, Planning & Zoning Administrator
Date: July 18, 2022
RE: East College Avenue Industrial Park - Acceptance of Subdivision Plat

A four-lot industrial subdivision has been submitted, East College Avenue Industrial Park. The property is located on both sides of College Avenue, east of the railroad, containing ±315.58 acres, and is zoned Industrial M-1.

The subdivision meets the Zoning Ordinance and Subdivision Ordinance requirements, and is consistent with the primary subdivision approved by the Plan Commission on November 16, 2021.

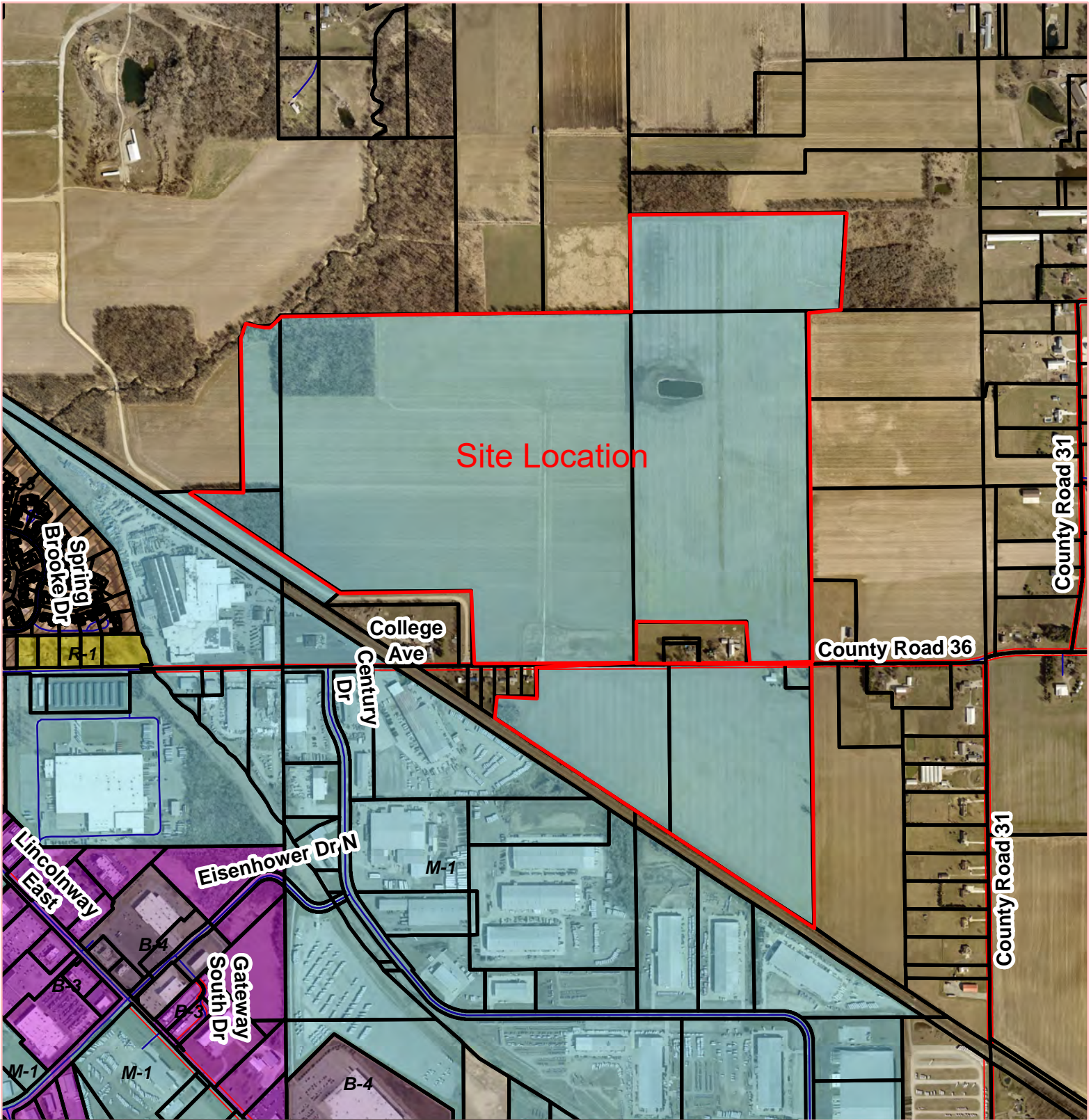
A subdivision drainage plan was accepted by the Board of Works on July 11, 2022.

Public infrastructure is being constructed through a development agreement, and a bond purchased by the developer is in place.

The plat includes dedication of right of way for two new streets, Brinkley Way East and Brinkley Way West, and includes dedication of additional right of way along College Avenue. The plat also includes a number of easements.

Please accept the East College Avenue Industrial Park subdivision plat with dedications and easements, and sign the plat.

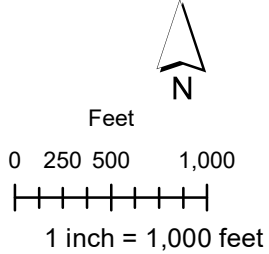
Requested Motion: Move to accept the East College Avenue Industrial Park subdivision plat with dedications and easements.



The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

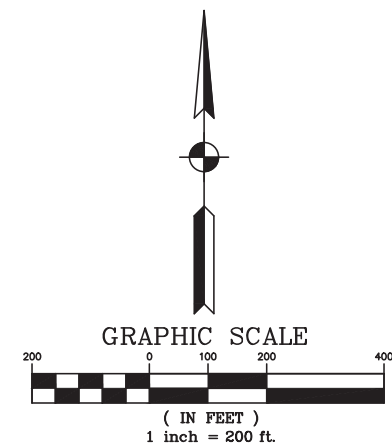
East College Ave Industrial Subdivision

2021 Aerial
 Printed October 28, 2021



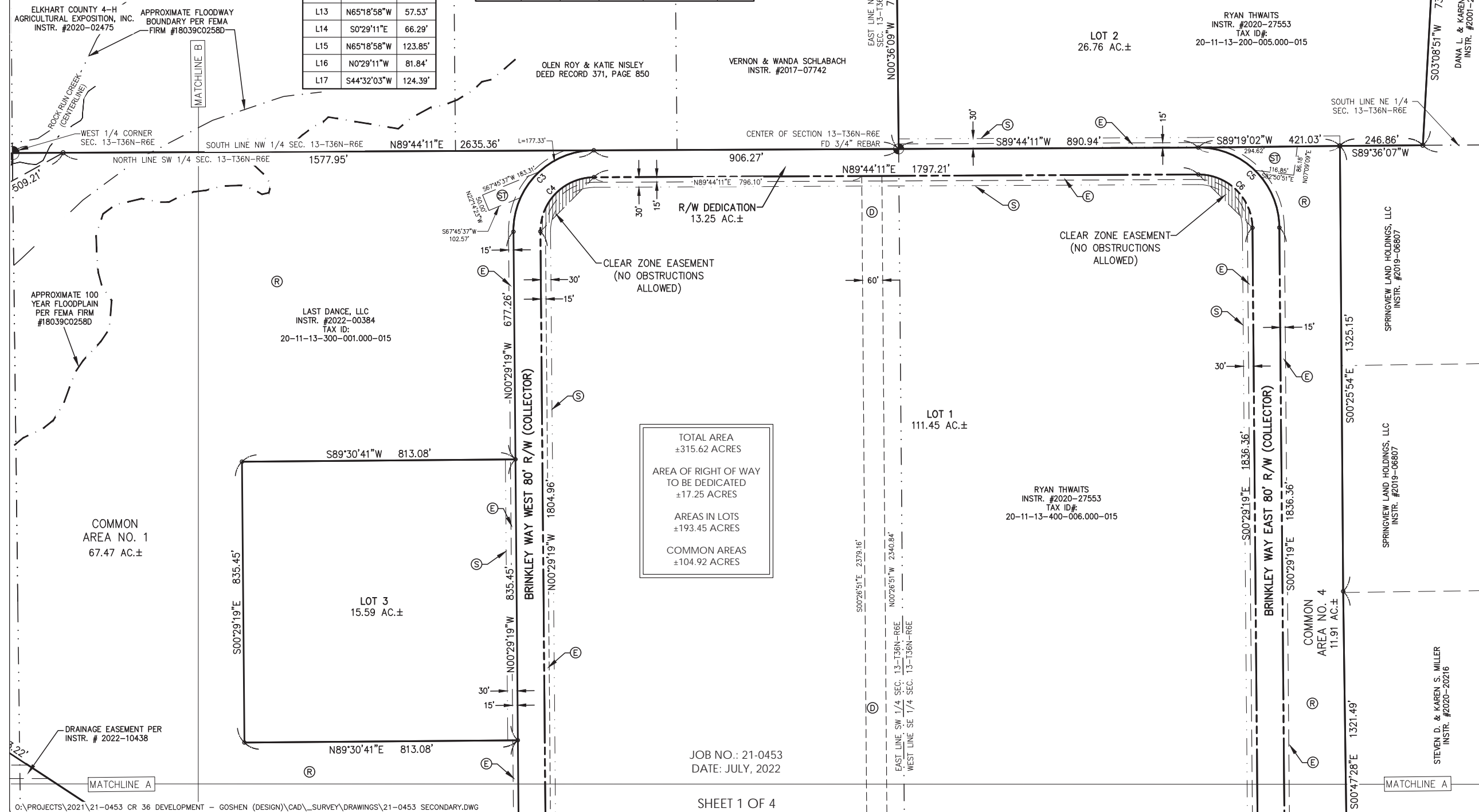
The City of Goshen
 Department of
 Planning & Zoning
 204 East Jefferson Street, Goshen, Indiana 46528
 Phone: 574-534-3600 Fax: 574-533-8626

EAST COLLEGE AVENUE INDUSTRIAL PARK
 A PART OF SECTION 13; A PART OF THE NORTH HALF OF SECTION 24 AND A PART OF THE SE 1/4 OF SECTION 14, ALL IN TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA
 SEE SHEET 3 OF 4 FOR LEGAL DESCRIPTION



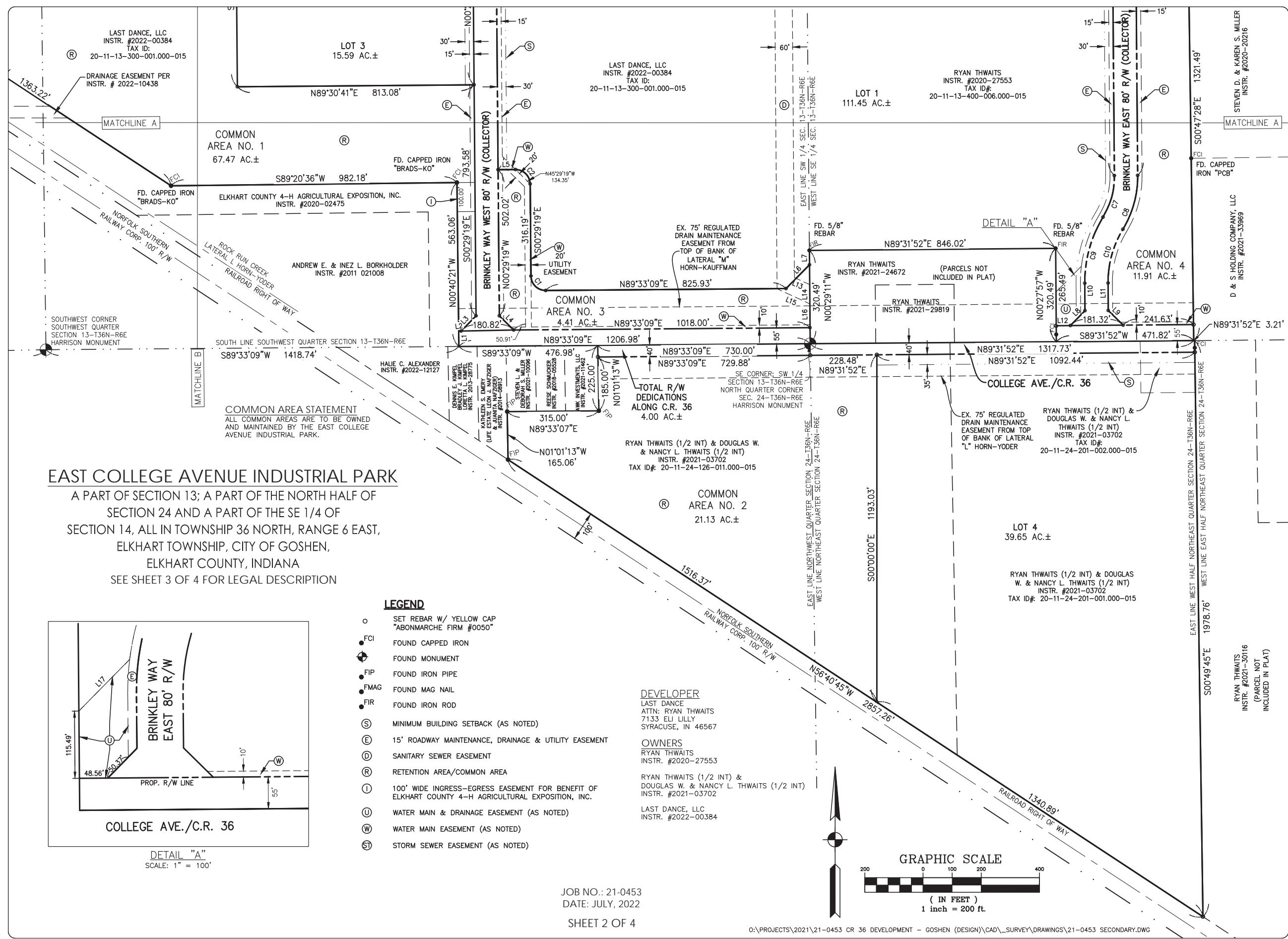
Line #	Bearing	Length
L1	N0°40'21"W	51.95'
L2	N82°30'16"E	8.40'
L3	N44°31'54"E	73.10'
L4	N45°29'39"W	69.43'
L5	S89°30'41"W	60.00'
L6	S44°33'09"W	114.78'
L7	N0°29'11"W	49.33'
L8	S44°30'21"W	71.59'
L9	S45°29'39"E	71.70'
L10	S0°29'10"E	94.31'
L11	S0°29'10"E	94.30'
L12	S89°29'18"W	48.56'
L13	N65°18'58"W	57.53'
L14	S0°29'11"E	66.29'
L15	N65°18'58"W	123.85'
L16	N0°29'11"W	81.84'
L17	S44°32'03"W	124.39'

Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	78.50'	50.00'	89°57'32"	N45°28'05"W	70.69'
C2	78.54'	50.00'	90°00'00"	N45°29'19"W	70.71'
C3	377.93'	240.00'	90°13'30"	S44°37'26"W	340.08'
C4	251.96'	160.00'	90°13'30"	N44°37'26"E	226.72'
C5	376.05'	240.00'	89°46'30"	N45°22'34"W	338.74'
C6	250.70'	160.00'	89°46'30"	S45°22'34"E	225.83'
C7	149.79'	270.00'	31°47'14"	S15°24'18"W	147.88'
C8	194.18'	350.00'	31°47'14"	S15°24'18"W	191.70'
C9	238.54'	430.00'	31°47'05"	S15°24'22"W	235.50'
C10	194.16'	350.00'	31°47'05"	S15°24'22"W	191.68'

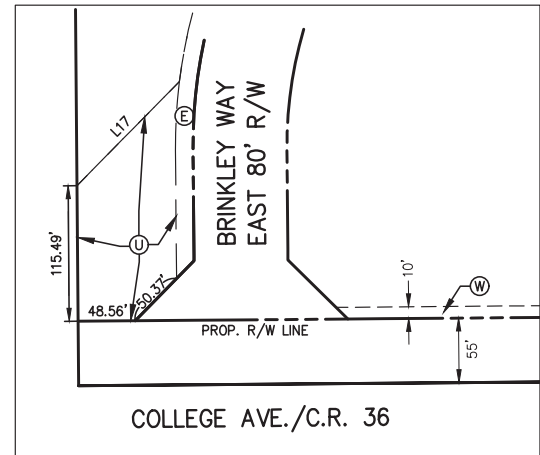


TOTAL AREA
±315.62 ACRES
 AREA OF RIGHT OF WAY
TO BE DEDICATED
±17.25 ACRES
 AREAS IN LOTS
±193.45 ACRES
 COMMON AREAS
±104.92 ACRES

JOB NO.: 21-0453
 DATE: JULY, 2022



EAST COLLEGE AVENUE INDUSTRIAL PARK
 A PART OF SECTION 13; A PART OF THE NORTH HALF OF SECTION 24 AND A PART OF THE SE 1/4 OF SECTION 14, ALL IN TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA
 SEE SHEET 3 OF 4 FOR LEGAL DESCRIPTION



DETAIL "A"
 SCALE: 1" = 100'

- LEGEND**
- SET REBAR W/ YELLOW CAP "ABONMARCHE FIRM #0050"
 - FCI FOUND CAPPED IRON
 - ⊕ FOUND MONUMENT
 - FIP FOUND IRON PIPE
 - FMAG FOUND MAG NAIL
 - FIR FOUND IRON ROD
 - Ⓢ MINIMUM BUILDING SETBACK (AS NOTED)
 - ⓔ 15' ROADWAY MAINTENANCE, DRAINAGE & UTILITY EASEMENT
 - ⓓ SANITARY SEWER EASEMENT
 - Ⓡ RETENTION AREA/COMMON AREA
 - Ⓛ 100' WIDE INGRESS-EGRESS EASEMENT FOR BENEFIT OF ELKHART COUNTY 4-H AGRICULTURAL EXPOSITION, INC.
 - Ⓤ WATER MAIN & DRAINAGE EASEMENT (AS NOTED)
 - Ⓦ WATER MAIN EASEMENT (AS NOTED)
 - Ⓢ STORM SEWER EASEMENT (AS NOTED)

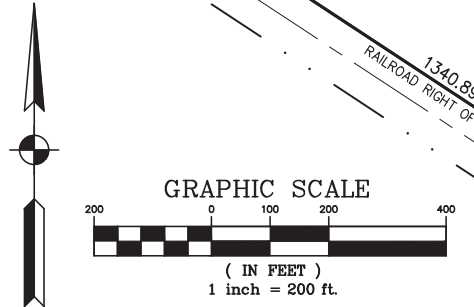
DEVELOPER
 LAST DANCE
 ATTN: RYAN THWAITS
 7133 ELI LILLY
 SYRACUSE, IN 46567

OWNERS
 RYAN THWAITS
 INSTR. #2020-27553

RYAN THWAITS (1/2 INT) & DOUGLAS W. & NANCY L. THWAITS (1/2 INT)
 INSTR. #2021-03702

LAST DANCE, LLC
 INSTR. #2022-00384

JOB NO.: 21-0453
 DATE: JULY, 2022
 SHEET 2 OF 4



EAST COLLEGE AVENUE INDUSTRIAL PARK

A PART OF SECTION 13; A PART OF THE NORTH HALF OF SECTION 24 AND A PART OF THE SE 1/4 OF SECTION 14, ALL IN TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA

LEGAL DESCRIPTION

(PER INSTR. #2022-00384)

TRACT 1:
THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA.

ALSO

A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE IN THE CENTERLINE OF COUNTY ROAD NUMBER 36, SAID STONE MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE DUE NORTH ON AN ASSUMED BEARING ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14, 671.9 FEET TO AN IRON STAKE ON THE NORTH RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID DESCRIBED BEARING, 651.95 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES WEST, 958.8 FEET TO AN IRON STAKE ON THE NORTH RIGHT OF WAY LINE OF THE NEW YORK CENTRAL RAILROAD; THENCE SOUTH 55 DEGREES 57 MINUTES EAST ALONG THE NORTH LINE OF THE NEW YORK CENTRAL RAILROAD, 1157.87 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

EXCEPTING THEREFROM THAT PORTION LYING SOUTH AND WEST OF THE NEW YORK CENTRAL, CONTAINING 5 ACRES, MORE OR LESS.

FURTHER EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED TRACT: COMMENCING AT A STONE MARKING THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART COUNTY, INDIANA; THENCE SOUTH 89 DEGREES 47 MINUTES EAST, ALONG THE SOUTH LINE OF SAID SECTION, 1000.9 FEET TO AN IRON STAKE ON THE EAST RIGHT-OF-WAY LINE OF THE NEW YORK CENTRAL RAILROAD, SAID IRON STAKE BEING THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 89 DEGREES 47 MINUTES EAST, ALONG THE SOUTH LINE OF SAID SECTION 13, 317.9 FEET TO AN IRON STAKE AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE NORTH ALONG THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, 462.6 FEET TO AN IRON STAKE; THENCE WEST 1001.1 FEET TO AN IRON STAKE ON THE AFORESAID EAST RIGHT-OF-WAY OF THE NEW YORK CENTRAL RAILROAD; THENCE SOUTH 55 DEGREES 58 MINUTES EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 824.4 FEET TO THE PLACE OF BEGINNING.

FURTHER EXCEPTING THEREFROM, THE FOLLOWING: A PART OF THE SOUTHWEST QUARTER OF SECTION 13, AND A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 6 EAST, 2ND PRINCIPAL MERIDIAN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE SOUTH 89 DEGREES 47 MINUTES EAST, ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 1000.9 FEET TO AN IRON STAKE ON THE EASTERLY RIGHT-OF-WAY LINE OF THE PENNSYLVANIA LINES, LLC (FORMERLY NEW YORK CENTRAL RAILROAD) AS DESCRIBED IN DOCUMENT NUMBER 99-25426, SAID IRON STAKE MARKING THE SOUTHWEST CORNER OF SAID BORKHOLDER PARCEL; THENCE CONTINUING SOUTH 89 DEGREES 47 MINUTES EAST ON THE SOUTH LINE OF SAID SECTION 13 AND THE SOUTH LINE OF SAID BORKHOLDER PARCEL, A DISTANCE OF 317.9 FEET TO AN IRON STAKE MARKING THE SOUTHWEST CORNER OF SAID BORKHOLDER PARCEL AND ALSO BEING THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13 AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 13 AND THE EAST LINE OF SAID BORKHOLDER PARCEL, A DISTANCE OF 462.6 FEET TO THE NORTHEAST CORNER OF SAID BORKHOLDER PARCEL; THENCE WEST ALONG THE NORTH LINE OF SAID BORKHOLDER PARCEL, A DISTANCE OF 1001.1 FEET TO AN IRON STAKE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID PENNSYLVANIA LINES LLC PARCEL; THENCE NORTH 55 DEGREES 57 MINUTES WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID PENNSYLVANIA LINES LLC PARCEL, A DISTANCE OF 382.8 MORE OR LESS TO THE INTERSECTION OF THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, SAID INTERSECTION ALSO BEING THE SOUTHWEST CORNER OF TRACT 2 OF SAID FIDLER, WEBB, AND FIDLER PARCEL; THENCE CONTINUING NORTH 55 DEGREES 57 MINUTES WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID PENNSYLVANIA LINES, LLC PARCEL, A DISTANCE OF 1154.9 FEET, MORE OR LESS TO THE INTERSECTION OF THE NORTH LINE OF TRACT 2 OF SAID FIDLER, WEBB AND FIDLER PARCEL; THENCE SOUTH 89 DEGREES 45 MINUTES EAST ALONG THE NORTH LINE OF TRACT 2 OF SAID FIDLER, WEBB AND FIDLER PARCEL, A DISTANCE OF 265.9 FEET, MORE OR LESS, TO A POINT LYING 150 FEET PERPENDICULAR TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID PENNSYLVANIA LINES LLC PARCEL; THENCE SOUTH 55 DEGREES 57 MINUTES EAST PARALLEL WITH AND 150 FEET EQUIDISTANT FROM THE EASTERLY RIGHT-OF-WAY LINE OF SAID PENNSYLVANIA LINES LLC PARCEL, A DISTANCE OF 834 FEET, MORE OR LESS TO THE EAST LINE OF TRACT 2 OF SAID FIDLER, WEBB AND FIDLER PARCEL, ALSO BEING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE CONTINUING SOUTH 55 DEGREES 57 MINUTES EAST PARALLEL WITH AND 150 FEET EQUIDISTANT FROM THE EASTERLY RIGHT-OF-WAY LINE OF SAID PENNSYLVANIA LINES, LLC PARCEL, A DISTANCE OF 527.5 FEET, MORE OR LESS, TO A POINT LYING 100 FEET PERPENDICULAR TO THE NORTH LINE OF SAID BORKHOLDER PARCEL; THENCE EAST PARALLEL WITH AND 100 FEET EQUIDISTANT FROM THE NORTH LINE OF SAID BORKHOLDER PARCEL, A DISTANCE OF 981.7 FEET, MORE OR LESS, TO A POINT LYING 100 FEET PERPENDICULAR TO THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID BORKHOLDER PARCEL; THENCE SOUTH PARALLEL WITH AND 100 FEET EQUIDISTANT FROM THE EAST LINE AND SAID EAST LINE EXTENDED OF SAID BORKHOLDER PARCEL, A DISTANCE OF 563 FEET MORE OR LESS TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE NORTH 89 DEGREES 47 MINUTES WEST A DISTANCE OF 100 FEET, MORE OR LESS, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13 TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

TRACT 2:

A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 6 EAST, 2ND PRINCIPAL MERIDIAN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE NORTH 0 DEGREES 7 MINUTES 2 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14, A DISTANCE OF 1323.45 FEET TO THE NORTHEAST CORNER OF LAND CONVEYED TO STEPHEN L. FIDLER, KELLY J. WEBB, AND KAREN M. FIDLER AS DESCRIBED IN DEED RECORD 428, PAGE 875, AND ALSO BEING THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 0 DEGREES 7 MINUTES 2 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14 A DISTANCE OF 1297.1 FEET, MORE OR LESS, TO THE CENTER OF ROCK RUN CREEK; THENCE MEANDERING SOUTHWESTERLY ALONG THE CENTERLINE THROUGH ROCK RUN CREEK, A DISTANCE OF 400 FEET MORE OR LESS TO A POINT WHICH LIES 298 FEET PERPENDICULAR TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14; THENCE SOUTH 0 DEGREES 7 MINUTES 2 SECONDS WEST PARALLEL WITH AND 298 FEET EQUIDISTANT FROM THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 14, A DISTANCE OF 1143.75 FEET TO THE NORTH LINE OF SAID FIDLER, WEBB, AND FIDLER PARCEL; THENCE NORTH 89 DEGREES 49 MINUTES 4 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 298 FEET TO THE PLACE OF BEGINNING.

BEING TAX CODE NUMBERS 20-11-14-478-001.000-015, 20-11-14-426-002.000-015 & 20-11-13-300-001.000-015.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LEGAL DESCRIPTION

(PER INSTR. #2021-03702)

PART OF THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, SURVEYED BY RONNIE L. JUSTICE, REGISTRATION NUMBER 80900004, WITH ADVANCED LAND SURVEYING OF NORTHERN INDIANA INC., AS SHOWN ON PROJECT NUMBER 210101 CERTIFIED ON JANUARY 7, 2021, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS IN THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24 HAVING A BEARING OF NORTH 89 DEGREES 39 MINUTES 12 SECONDS EAST); BEGINNING AT A HARRISON MONUMENT MARKING THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE NORTH 89 DEGREES 39 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 24, A DISTANCE OF 1320.73 FEET TO A MAG NAIL AT THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE STANLEY D. MILLER REVOCABLE TRUST DATED THE 18TH DAY OF JULY 2007; THENCE SOUTH 00 DEGREES 42 MINUTES 25 SECONDS EAST WITH THE WEST LINE OF SAID MILLER LAND, A DISTANCE OF 1979.96 FEET TO A REBAR WITH CAP (JUSTICE 900004) ON THE NORTH RIGHT OF WAY OF THE NORFOLK SOUTHERN RAILWAY COMPANY; THENCE NORTH 56 DEGREES 31 MINUTES 53 SECONDS WEST, WITH THE NORTH RIGHT OF WAY WITH THE NORFOLK SOUTHERN RAILWAY COMPANY, A DISTANCE OF 2857.74 FEET TO A REBAR FOUND AT THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO KATHLEEN S. EMERY IN ELKHART COUNTY DEED RECORD 2014-08913; THENCE NORTH 00 DEGREES 43 MINUTES 38 SECONDS WEST, WITH THE EAST LINE OF SAID EMERY LAND, A DISTANCE OF 164.93 FEET TO A REBAR AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO DAVID AND SARAH LAMBRIGHT IN ELKHART COUNTY DEED RECORD 2020-05774; THENCE NORTH 89 DEGREES 40 MINUTES 10 SECONDS EAST, WITH THE SOUTH LINE OF SAID LAMBRIGHT LAND, THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO REESE SCHMUCKER IN ELKHART COUNTY DEED RECORD 2018-05528 AND THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO SIX MILE LAKE INVESTMENTS, LLC IN DEED RECORD 2016-13337, A DISTANCE OF 314.95 FEET TO A REBAR AT THE SOUTHEAST CORNER OF THE SIX MILE LAKE INVESTMENTS, LLC PROPERTY; THENCE NORTH 00 DEGREES 54 MINUTES 25 SECONDS WEST, WITH THE EAST LINE OF SAID LAND, A DISTANCE OF 224.93 FEET (225 FEET RECORDED) TO A MAG NAIL ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24; THENCE NORTH 89 DEGREES 40 MINUTES 30 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 729.93 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 62.69 ACRES, MORE OR LESS.

BEING TAX CODE NUMBERS 20-11-24-201-001.000-015, 20-11-24-126-011.000-015 & 20-11-24-201-002.000-015.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LEGAL DESCRIPTION

(PER INSTR. #2020-27553)

A PART OF THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, SURVEYED BY RONNIE L. JUSTICE, REGISTRATION NUMBER 80900004, WITH ADVANCED LAND SURVEYING OF NORTHERN INDIANA INC., AS SHOWN ON PROJECT NUMBER 210101 CERTIFIED ON NOVEMBER 3, 2020, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS IN THIS DESCRIPTION ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13 HAVING A BEARING OF NORTH 89 DEGREES 39 MINUTES 12 SECONDS EAST); COMMENCING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE NORTH 00 DEGREES 22 MINUTES 23 SECONDS WEST WITH THE EAST LINE OF A TRACT OF LAND CONVEYED TO RYAN THIMARTS AND LARRY SCHROCK IN ELKHART COUNTY DEED RECORD 2020-11865, A DISTANCE OF 320.49 FEET TO A #5 REBAR FOUND AT THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 22 MINUTES 23 SECONDS WEST WITH SAID LINE, A DISTANCE OF 2327.58 FEET TO A THREE QUARTER INCH REBAR FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 AND BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO VERNON AND WANDA SCHLABACH IN ELKHART COUNTY DEED RECC.RD 2017-07742; THENCE NORTH 00 DEGREES 28 MINUTES 34 SECONDS WEST, WITH THE EAST LINE OF SAID SCHLABACH LAND, A DISTANCE OF 732.81 FEET TO A THREE QUARTER INCH REBAR AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO DANA L. MILLER IN ELKHART COUNTY DEED RECORD 93003206; THENCE NORTH 89 DEGREES 29 MINUTES 51 SECONDS EAST WITH SAID MILLER LAND, A DISTANCE OF 1607.17 FEET TO A REBAR; THENCE SOUTH 03 DEGREES 14 MINUTES 28 SECONDS WEST, WITH SAID MILLER LAND, A DISTANCE OF 739.44 FEET TO A REBAR WITH CAP STAMPED BRADS-KO ON THE NORTH LINE OF A TRACT OF LAND CONVEYED TO SPRINGVIEW LAND HOLDINGS, LLC IN ELKHART COUNTY DEED RECORD 2019-06807; THENCE SOUTH 89 DEGREES 40 MINUTES 59 SECONDS WEST, WITH THE NORTH LINE OF SAID LAND, A DISTANCE OF 247.27 FEET TO A REBAR; THENCE SOUTH 00 DEGREES 25 MINUTES 47 SECONDS EAST, WITH THE WEST LINE OF SAID LAND, A DISTANCE OF 2021.27 FEET TO A REBAR WITH CAP STAMPED PCB AT THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO MOLAR MANAGEMENT, LLC IN ELKHART COUNTY DEED RECORD 2020-22405; THENCE SOUTH 00 DEGREES 42 MINUTES 10 SECONDS EAST, WITH THE WEST LINE OF SAID LAND, A DISTANCE OF 626.09 FEET TO A SURVEY MARK SPIKE ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 472.08 FEET TO A SURVEY MARK SPIKE AT THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO TRI-COUNTY LAND TRUSTEE CORPORATION IN ELKHART COUNTY DEED RECORD 2013-06108; THENCE NORTH 00 DEGREES 20 MINUTES 44 SECONDS WEST WITH THE EAST LINE OF SAID LAND, A DISTANCE OF 320.49 FEET TO A #5 REBAR AT THE NORTHEAST CORNER OF SAID LAND; THENCE SOUTH 89 DEGREES 39 MINUTES 16 SECONDS WEST, WITH THE NORTH LINE OF SAID LAND, A DISTANCE OF 845.97 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 100.36 ACRES, MORE OR LESS.

BEING TAX CODE NUMBERS 20-11-13-200-005.000-015 & 20-11-13-400-006.000-015

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

COMMON AREA STATEMENT

ALL COMMON AREAS ARE TO BE OWNED AND MAINTAINED BY THE EAST COLLEGE AVENUE INDUSTRIAL PARK.

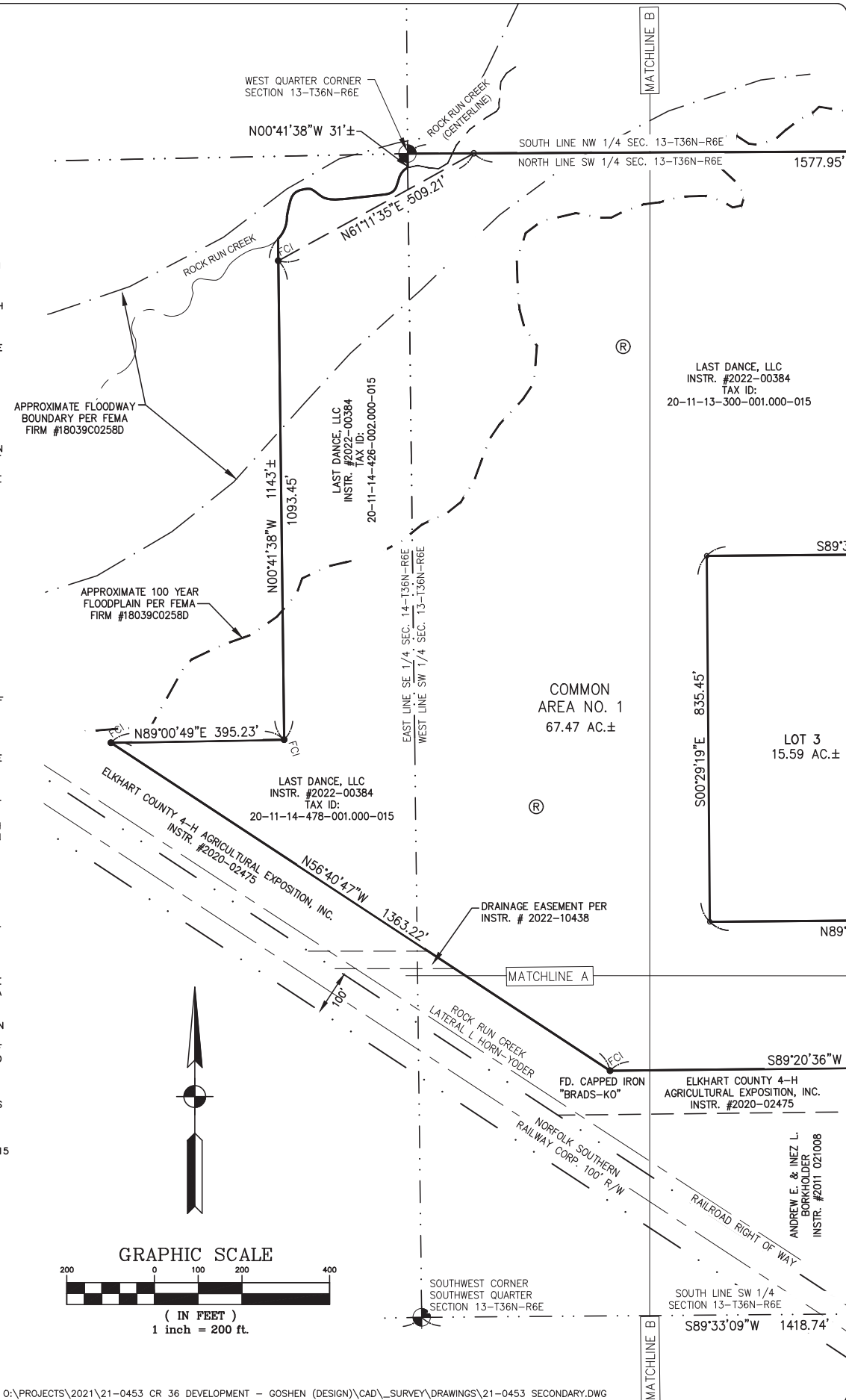
FLOOD NOTE

A PORTION OF THIS PROJECT DOES LIE WITHIN THE 100 YEAR FLOOD PLAIN PER F.E.M.A. FLOOD INSURANCE RATE MAP PANELS #18039C0258D, EFFECTIVE DATE AUGUST 2, 2011.

JOB NO.: 21-0453

DATE: JULY, 2022

SHEET 3 OF 4



CITY OF GOSHEN, INDIANA DRAINAGE MAINTENANCE STATEMENT

THE CITY OF GOSHEN, INDIANA IS A MUNICIPAL SEPARATE STORM SEWER (MS4) COMMUNITY GOVERNED BY INDIANA'S MUNICIPAL SEPARATE STORM SEWER SYSTEM GENERAL PERMIT (INR040000). THE CITY OF GOSHEN'S POST CONSTRUCTION STORM WATER ORDINANCE REQUIRES THE OWNER AND ITS ASSIGNS TO EXECUTE A STORM WATER MAINTENANCE COVENANT FOR THE OPERATION, MAINTENANCE, AND REPAIR OF ALL STORM WATER MANAGEMENT FACILITIES, AS DESCRIBED IN THE DEVELOPMENT'S "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN". TO ADMINISTER THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN", THE OWNER AND ITS ASSIGNS SHALL MAINTAIN AN ACCESS AND MAINTENANCE EASEMENT OVER THE STORM WATER SYSTEM AND A FUNDING MECHANISM FOR THE MAINTENANCE OF SAID STORM WATER SYSTEM. ANY CHANGES TO THE MAINTENANCE AGREEMENT BY THE DEVELOPMENT AND/OR THE ASSIGNS SHALL BE APPROVED BY THE DEPARTMENT OF STORM WATER MANAGEMENT AND THEN RECORDED WITH THE ELKHART COUNTY RECORDER.

AT A MINIMUM, THE "STORM WATER MAINTENANCE POLLUTION PREVENTION PLAN" SHALL REQUIRE THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING CULVERTS AND SWALES. NO OWNER OR ITS ASSIGN SHALL PERMIT, ALLOW OR CAUSE ANY OF SAID FACILITIES TO BE OBSTRUCTED, REMOVED OR IN ANY WAY IMPEDE THE FLOW OF WATER ACROSS OR THROUGH SAID FACILITIES. IN THE EVENT ANY SUCH FACILITIES BECOME DAMAGED OR IN DISREPAIR, IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND ITS ASSIGNS TO REPAIR SUCH FACILITIES AT THE COLLECTIVE'S EXPENSE.

THE CITY OF GOSHEN WILL ENFORCE THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN," AND SHALL TAKE LEGAL ACTION, IF NECESSARY, AGAINST ANY PARTY IN NON-COMPLIANCE.

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

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

STORM SEWER CROSSING STATEMENT

PLAT ACCEPTANCE INCLUDES AN ALLOWANCE BY THE CITY OF GOSHEN FOR PRIVATE ACCESS OF THE PUBLIC RIGHTS OF WAY FOR PRIVATE STORM SEWER TO CROSS THE PUBLIC RIGHTS OF WAY. THE PRIVATE STORM SEWER WITHIN THE PUBLIC RIGHTS OF WAY WILL REMAIN PRIVATE AND RESPONSIBILITY FOR MAINTENANCE OF THE PRIVATE STORM SEWER WILL BE THAT OF THE OWNER AND ITS ASSIGNS.

AUDITOR

DULY ENTERED FOR TAXATION THIS _____ DAY OF _____, 20____, _____ ELKHART COUNTY AUDITOR.
PATRICIA A. PICKENS

RECORDER

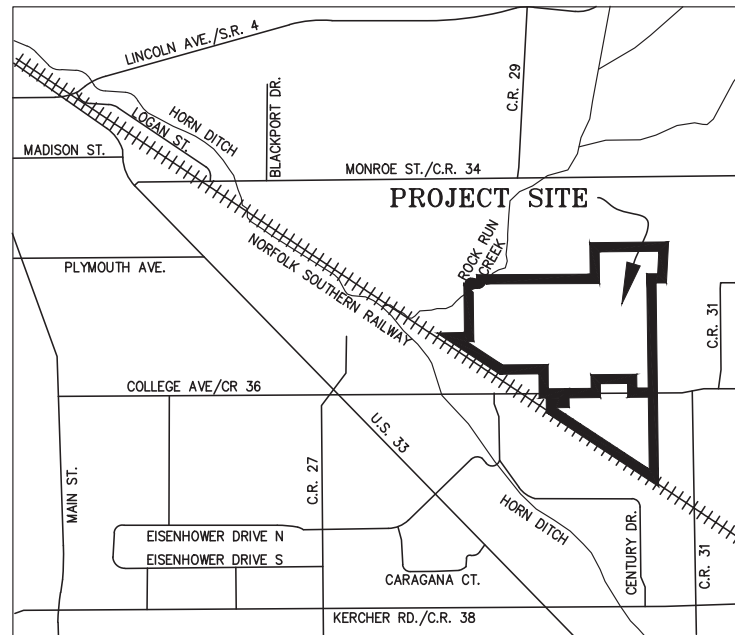
RECEIVED FOR RECORD THIS _____ DAY OF _____, 20____ AT _____:_____ AND RECORDED IN PLAT BOOK _____ PAGE _____.
FEE: _____ ELKHART COUNTY RECORDER
JENNIFER L. DORIOT

STATEMENT OF UTILITIES

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

EAST COLLEGE AVENUE INDUSTRIAL PARK

A PART OF SECTION 13; A PART OF THE NORTH HALF OF SECTION 24 AND A PART OF THE SE 1/4 OF SECTION 14, ALL IN TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA



LOCATION MAP
1" = 2000'±

CERTIFICATE OF OWNERSHIP

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

RYAN THWAITS _____ RYAN THWAITS, MEMBER / LAST DANCE, LLC
NANCY L. THWAITS _____ DOUGLAS W. THWAITS

DEED OF DEDICATION

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

RYAN THWAITS _____ RYAN THWAITS, MEMBER / LAST DANCE, LLC
NANCY L. THWAITS _____ DOUGLAS W. THWAITS

NOTARY PUBLIC CERTIFICATE

STATE OF INDIANA)
COUNTY OF _____) SS:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME RYAN THWAITS, MEMBER ON BEHALF OF LAST DANCE, LLC, DOUGLAS W. THWAITS, NANCY L. THWAITS AND RYAN THWAITS AND ACKNOWLEDGED THE EXECUTION OF THIS PLAT.

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

NOTARY SIGNATURE MY COMMISSION EXPIRES _____

NOTARY PRINTED NAME COMMISSION NUMBER _____

RESIDENT OF _____ COUNTY, INDIANA



SURVEYOR'S CERTIFICATE

STATE OF INDIANA)
COUNTY OF ELKHART) SS:

I, CRAIG S. BATDORFF, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN THE STATE OF INDIANA, AND DO HEREBY FURTHER CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE ABOVE CAPTIONED AND THAT I HAVE DIVIDED THE SAME INTO BLOCKS AND LOTS AS SHOWN ON THE HEREON DRAWN PLAT. THIS PLAT, TO THE BEST OF MY KNOWLEDGE, CORRECTLY REPRESENTS THE SAID SURVEY AND SUBDIVISION IN EVERY DETAIL. MONUMENTS ARE SHOWN IN PLACE AS LOCATED. ALL LOT CORNERS ARE MARKED WITH IRONS, DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. THERE HAVE BEEN NO CHANGES IN THE LINES OR MATTERS OF A SURVEY PERFORMED UNDER MY SUPERVISION WHICH HAS BEEN RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA IN INSTRUMENT NUMBER 2022-07980.

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

DATED THIS _____ 1st DAY OF _____ JULY, 20____ 22.

Craig S. Batdorff
CRAIG S. BATDORFF, P.S.
PROFESSIONAL LAND SURVEYOR NO. 21200006
STATE OF INDIANA



303 River Race Drive, Unit 206
Goshen, IN 46526
T 574.533.9913
F 574.533.9911
abonmarche.com

Portage Goshen
Benton Harbor Hobart
Grand Haven Lafayette
Fort Wayne South Bend
Valparaiso
Engineering - Architecture - Land Surveying

JOB NO.: 21-0453
DATE: JULY, 2022
SHEET 4 OF 4

ACCEPTANCE OF DEDICATION

BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, CITY OF GOSHEN, INDIANA THAT THE DEDICATIONS ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED THIS _____ DAY OF _____, 20____.

MAYOR JEREMY P. STUTSMAN MICHAEL A. LANDIS MARY NICHOLS

DEWAYNE RIOUSE BARB SWARTLEY

PLAN COMMISSION STAFF APPROVAL

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

APPROVED BY THE ZONING ADMINISTRATOR ON BEHALF OF THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____ 20____.

RHONDA YODER
ZONING ADMINISTRATOR



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

July 18, 2022

To: Board of Public Works and Safety

From: Brandy L. Henderson

Subject: Design Group International for consulting and leadership coaching for the Department of Environmental Resilience.

Attached for the Board's approval and authorization for the Mayor to execute is an agreement with Design Group International for consulting and leadership coaching for the Department of Environmental Resilience. Design Group International will be paid \$10,560 for these for the services.

Suggested Motion:

Approve and authorize the Mayor to execute the agreement with Design Group International for consulting and leadership coaching for the Department of Environmental Resilience at a cost of \$10,560.

AGREEMENT

Consulting and Leadership Coaching Agreement

THIS AGREEMENT is entered into on _____, 2022, which is the last signature date set forth below, by and between **Design Group International, Inc** (“Consultant”), whose mailing address is P.O. Box 776756, Chicago, IL 60677-6756, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Consultant Duties

Consultant shall provide City the services for the consultation services, which services are more particularly described in Consultant’s June 29, 2022 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Consultant acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Consultant shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Consultant shall commence the Duties as soon as practical after receiving a notice to proceed from City.
- (D) Consultant shall complete all Duties by July 31, 2023, unless otherwise terminated by either party in accordance with the terms and conditions of the agreement.

Section 3. Compensation

- (A) City agrees to compensate Consultant the sum of \$10,560 for performing all Duties and will not exceed this sum.
- (B) City will be invoiced in twelve (12) equal installments of Eight Hundred Eighty Dollars (\$880) beginning August 2022 and each month thereafter through August 2023.

Section 4. Payment

- (A) Payment shall be upon City’s receipt of a detailed invoice from Consultant. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Department of Environmental Resilience
410 W. Plymouth Ave
Goshen, IN 46528

- (B) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (C) Consultant is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, including electronic files, as instruments of professional service (collectively "Documents") prepared by Consultant or Consultant's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Consultant may retain a copy of the Documents for its records. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Consultant.

Section 6. Licensing/Certification Standards

Consultant certifies that Consultant possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Consultant pursuant to this agreement.

Section 7. Independent Consultant

- (A) Consultant shall operate as a separate entity and independent Consultant of the City of Goshen. Any employees, agents or subcontractors of Consultant shall be under the sole and exclusive direction and control of Consultant and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Consultant and/or Consultant's employees, agents or subcontractors.
- (B) Consultant understands that City will not carry worker's compensation or any other insurance on Consultant and/or Consultant's employees or subcontractors. Prior to commencing work under this agreement, and if Consultant utilizes employees or subcontractors to perform work under this agreement, Consultant agrees to provide City a certificate(s) of insurance showing Consultant's and any subcontractor's compliance with workers' compensation statutory requirements.
- (C) Consultant is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

- (A) Consultant shall enroll in and verify the work eligibility status of all Consultant's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Consultant is not required to participate in the E-Verify program should the program cease to exist. Consultant is not required to participate in the E-Verify program if Consultant is self-employed and does not employ any employees.
- (B) Consultant shall not knowingly employ or contract with an unauthorized alien, and Consultant shall not retain an employee or continue to contract with a person that the Consultant subsequently learns is an unauthorized alien.
- (C) Consultant shall require their subcontractors, who perform work under this contract, to certify to the Consultant that the subcontractors does not knowingly employ or contract with an unauthorized alien and that the subcontractors has enrolled and is participating in the E-Verify program. Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractors.
- (D) City may terminate the contract if Consultant fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 10. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Consultant is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Consultant certifies that Consultant has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 11. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Consultant certifies that Consultant does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 12. Indemnification

Consultant shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Consultant or any of Consultant's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Consultant is determined liable to the City for any intentional,

reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 13. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 14. Default

- (A) If Consultant fails to perform the services or comply with the provisions of this agreement, then Consultant may be considered in default.
- (B) It shall be mutually agreed that if Consultant fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Consultant shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Consultant shall be liable to the City for any excess costs incurred
- (C) Consultant may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Consultant of any obligation or duty owed under the provisions of this contract.
 - (2) Consultant is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Consultant becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Consultant becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Consultant or any of Consultant's property.
 - (6) Consultant is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Consultant unable to perform the services described under these Specification Documents.

- (7) The contract or any right, monies or claims are assigned by Consultant without the consent of the City.

Section 15. Termination

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Consultant shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Consultant.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 16. Notice

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528

Consultant: Design Group International, Inc
Attn: Rose Shelter, Senior Consultant
PO Box 776756
Chicago, IL 6677-6756

Section 17. Subcontracting or Assignment

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

Section 18. Amendments

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

Section 19. Waiver of Rights

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

Section 20. Applicable Laws

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

Section 21. Miscellaneous

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

Section 22. Severability

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

Section 23. Binding Effect

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

Section 24. Entire Agreement

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

Section 25. Authority to Bind Consultant

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

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

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

Design Group International, Inc

Jeremy P. Stutsman, Mayor

Lon L. Swartzentruber, CEO

Date Signed: _____

Date Signed: _____



itbegins@designgroupintl.com | www.designgroupintl.com
1.877.771.3330

DEPARTMENT OF ENVIRONMENTAL RESILIENCE
CITY OF GOSHEN
CLIENT CONSULTING AND LEADERSHIP COACHING AGREEMENT

29 June 2022

Prepared by:
Rose J. Shetler, Senior Consultant

Client Consulting and Leadership Coaching Agreement

This Client Consulting and Leadership Coaching Agreement ("Agreement") is made and effective 29 June 2022.

BETWEEN: Design Group International, Inc. (the "Process Consultant"), a corporation organized and existing under the laws of Wisconsin, with its corporate office located at: 1314 S. 1st Street, #269, Milwaukee, WI 53204.

NOTE: Please do not send mail to our corporate address. All mailed payments should be sent to PO Box 776756 Chicago, IL 60677-6756.

AND: The Department of Environmental Resilience, City of Goshen (the "Client"), an organization with its office located at: Rieth Interpretive Center, 410 W. Plymouth Ave., Goshen, IN 46526

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. CONSULTATION AND LEADERSHIP COACHING SERVICES

The Client hereby retains the Process Consultant to perform the following services in accordance with the terms and conditions set forth in this Agreement, namely, (1) to provide professional counsel to strengthen the Department of Environmental Resilience's ability to champion adaptive change across the departments of the City of Goshen in accordance with the strategies of the Climate Action Plan, and (2) to provide leadership coaching to support Aaron Sawatsky-Kingsley, Director of Environmental Resilience, in his leadership development and achievement of leadership and departmental goals. The Process Consultant will work with the officers and employees of the Client concerning matters relating to the management and operation of the Client, their financial policies, the terms and conditions of employment, and generally any matter arising out of the business affairs of the Client. Specific details of the consultation and coaching service can be found in the indented section that follows:

Why form an Agreement with Design Group International, Inc.?

© Design Group International, Inc. All rights reserved. This document is solely for the use of Design Group International, Inc. and only the signature of a Senior Design Partner makes it valid. Any other use of this document, wholly or in part, is expressly not authorized.

- 🗑️ Background: The Department of Environmental Resilience is a relatively new department of The City of Goshen, established nearly three years ago. The Department's newly articulated Mission Statement is: *To care for Goshen's unique ecosystems as we care for Goshen's neighborhoods.*
 - Aaron Sawatsky-Kingsley is the Director of the Department of Environmental Resilience. Aaron and the department are tasked with helping the City of Goshen "change the way it operates," as they have framed it, and named responding to climate change as one of the pressing issues. The department does the work on the City's urban forest, and Aaron is charged with helping "the City's other departments in accomplishing goals related to green efforts, data collection, education and efficiencies both environmental and financial." [*City of Goshen website*](#)
 - The Department of Environmental Resilience hopes to convey to City employees and community members the importance of paying attention to the climate change science and inspire them to make meaningful changes in their practices thereby reducing its negative impacts. An extensive Climate Action Plan was completed in Spring 2021 including strategies, actionable steps and timelines to reach target goals.
 - Along with climate change responsiveness, Aaron also recognizes that positive relationships and effective communication with employees and constituents are essential. He identified the need for specific preparation to be done within the Department of Environmental Resilience with workload management as a principal need to be addressed. Rose Shetler, Senior Consultant with Design Group International (DGI), was approached by the department to help with this.
 - At the end of 2021 and the first three months of 2022, Design Group International Process Consultants, Rose Shetler and Deanna Rolffs serviced an Agreement with Aaron and his team designing and facilitating a process to articulate the department's Mission, Vision and Values, introducing change theories and differentiating adaptive change from technical solutions, facilitating work prioritization exercises and work process mapping.
- 🗑️ Aaron has invited a second Agreement Proposal to build on this prior work in order to successfully reach the goals of the Climate Action Plan. He seeks both professional coaching in support of his leadership and consulting services in support of himself and the Department of Environmental Resilience to achieve their departmental goals.
- 🗑️ Rose Shetler, Senior Consultant and Coach with Design Group International, provides Process Consulting and leadership coaching assistance for service-minded organizations and their leaders.
- 🗑️ Design Group International, Inc. works alongside clients and their leaders to transform for a vibrant future. The Process Consultant provides consulting services by

listening to understand the Client’s needs and using their experience to support leadership in achieving their desired outcomes

- 🗑️ Through professional leadership coaching, the Coach provides a safe space and relationship in which the Client can reflect, share, and discuss things in life and work that are important but where they might be stuck resulting in limited or no forward movement. The Coach listens deeply and asks the important questions to help the Client clarify goals and to identify actions steps they can take to deepen learning and move forward. The Coach honors each Client as being resourceful, capable, and whole, and the expert in their life.

Who is involved in this process?

- 🗑️ Aaron Sawatsky-Kingsley, Director of Environmental Resilience, and Rose Shetler, Senior Consultant with Design Group International, will co-actively design the work of this Agreement.
- 🗑️ Aaron Sawatsky-Kingsley approves, supervises and is responsible for payment and managing communication during the life of this Agreement.
- 🗑️ The Board of Works, City of Goshen, authorizes the initiation of this Agreement, and The City of Goshen funds this Agreement.
- 🗑️ Rose Shetler, Senior Consultant with Design Group International, will service this Agreement as Process Consultant and Coach of record.
- 🗑️ Rose will support Aaron Sawatsky-Kingsley in engaging others in the Department of Environmental Resilience to meet the outcomes of this Agreement outlined in the “What” section below. Depending on the scope of this Agreement, others from Design Group International may be involved as well.

The contact information for the responsible parties is as follows:

NOTE: The billing contact email is the email that will be used for invoicing. Please ensure this email is accurate.

Client:

Department of Environmental Resilience, City of Goshen

Aaron Sawatsky-Kingsley
 Director of Environmental Resilience
 Rieth Interpretive Center
 410 W. Plymouth Ave.
 Goshen, IN 46526
 (574) 534-0076
 aaronkingsley@goshencity.com

Billing Contact:

Aaron Sawatsky-Kingsley

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Director of Environmental Resilience
Rieth Interpretive Center
410 W. Plymouth Ave.
Goshen, IN 46526
(574) 534-0076
aaronkingsley@goshencity.com


Design Group International, Inc.

Rose J. Shetler
Senior Consultant
PO Box 776756
Chicago, IL 60677-6756
574.536.1612
roses@designgroupintl.com

What outcomes and deliverables are expected?

 **Process Consulting Services**

- To co-create with Aaron and then facilitate a learning process with the Department of Environmental Resilience, engaging with theories of change and making practical applications to their specific needs and work.
- To help the Department of Environmental Resilience champion meaningful adaptive change across the City of Goshen's departments by engaging the departments to implement the actionable steps in accordance with the strategies of the Climate Action Plan.

 **Coaching Services**

- To support Aaron Sawatsky-Kingsley with his leadership development goals:
 - To navigate his leadership within complex organizational change, considering the best, most effective and holistic way of leading through the challenges of adaptive change.
 - To prioritize and effectively manage his work and the work of the Department of Environmental Resilience.
- To help Aaron clarify and define other leadership and personal goals and desired learnings that may emerge during coaching sessions within the timeframe of this Agreement.
- To provide safe space in which Aaron can reflect and self-discover.
- To assist Aaron to define action steps he can take to achieve his goals and to take responsibility to carry out his chosen actions.
- To recognize and celebrate Aaron's progress and successes.

Disclaimer

I understand that coaching is not therapy nor is my Coach qualified to give

therapy nor legal, medical, spiritual, or financial advice. I accept full responsibility for all actions I take or choose not to take as a result of coaching, and neither Design Group International nor my Coach can be held responsible for any action taken or not taken as a result of my participation in coaching.

_____ (signature of Coachee)

When are the key dates for this process?

- 📅 On 6 May 2022, Rose Shetler submitted an Agreement Proposal to Aaron Sawatsky-Kingsley for his review.
- 📅 This formal Agreement was then prepared, and the work of this Agreement will begin upon signature, on 1 August 2022, and conclude 31 July 2023.
- 📅 Planning sessions and meetings with Aaron to design facilitated sessions with the Department of Environmental Resilience will be scheduled in advance according to the availability of both parties.
- 📅 Four (4) facilitated departmental sessions will be held throughout the year (one per quarter).
- 📅 Twelve (12) leadership coaching sessions with Aaron will be scheduled monthly.

WHERE does this take place?

- 📅 The work of this Agreement will take place via Zoom or in person, on-site as appropriate and desired by both parties.
- 📅 Phone calls and email will be utilized as needed and appropriate throughout the process.

How will we proceed?

- 📅 The work of this Agreement will commence as outlined above in the “When” section. Rose will meet with Aaron to support his leadership through a coaching relationship. Through thought-partner meetings, Rose and Aaron will co-create appropriate team sessions and facilitated team development opportunities to complete the work outlined in the “What” section of this Agreement and further outlined here.
- 📅 The work of this Agreement will be conducted via two types of meetings:
 - One monthly leadership coaching session with Aaron for one hour.
 - Once quarterly: Consulting, leadership development and facilitation of a session with the department team, including learnings, readings, problem solving, planning, scenario development, etc. Through consulting and thought-partner meetings, Rose and Aaron will collaboratively create the

objectives, plan, scope and sequence prior to the team sessions and debrief together afterward.

- 📎 A full copy of this Agreement will be sent via PDF to the Client, the Process Consultant at roses@designgroupintl.com and the Design Group International Administrator at carib@designgroupintl.com and will be held in the Client's permanent file.
- 📎 The Client will be e-mailed invoices from Design Group Accounts Receivable itbegins@designgroupintl.com for payments as outlined below. **Payments made by check should be mailed to PO Box 776756 Chicago, IL 60677-6756.**

Pricing related to this Agreement:

- 📎 The total price for this Agreement is \$10,560 in United States currency.
- 📎 Twelve (12) payments of \$880 will be billed monthly by email and are due 1 August 2022 through 1 July 2023. Total cost of this Agreement is not to exceed \$10,560.
- 📎 All pricing related to this Agreement is comprehensive, including travel, phone, video conferencing technology, and support services.
- 📎 The above pricing has been reduced by \$2,000.00 in honor of Rose Shetler's existing hometown relationship with the City of Goshen and in support of the mission of the Department of Environmental Resilience.

2. TERMS OF AGREEMENT

This Agreement will begin upon signature and will end 31 July 2023. Either party may cancel this Agreement with a sixty-day notice to the other party in writing, by certified mail or personal delivery. However, it is the intention of both parties to make reasonable efforts to discuss, prevent, and resolve any misunderstandings in order to avoid cancellation of this Agreement.

3. CONFIDENTIAL INFORMATION

The Process Consultant agrees that any information received by the Process Consultant during any furtherance of the Process Consultant's obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of the Client will be treated by the Process Consultant in full confidence and will not be revealed to any other firms or organizations.

4. OWNERSHIP OF INTELLECTUAL PROPERTY AND DELIVERABLES

Each party to this Agreement will retain all rights over intellectual property it owns or develops prior to, during or following the dates of this Agreement. The Client shall own all rights, title and interest in the deliverables of this Agreement, provided it has paid all compensation to the Process Consultant. The Process Consultant will retain all rights, title and interest in its information, expertise,

methods, processes, data, and all other development tools it brings to its services and in producing the deliverables of this Agreement.

5. INDEMNIFICATION

Each party agrees that it will indemnify the other party against all claims, actions, damages, losses, liabilities, and expenses, including reasonable attorney's fees, which are incurred by reason of its negligence or breach of this Agreement.

6. AUTHORIZATION

Each party represents that it has the requisite authority to enter into this Agreement. Each party represents that the individual(s) signing this Agreement on behalf of each party have the authority to do so.

7. STATUS OF CONSULTANT

It is understood and intended that the Process Consultant will act in the capacity of an independent contractor in rendering services under this Agreement. Under no circumstances shall the Process Consultant be considered a regular, full-time or part-time employee. Process Consultant acknowledges that to the extent required by law, Process Consultant is responsible for the reporting and payment of all Federal, State and Local taxes which may be due as the result of or in any way connected with the services rendered under this Agreement.

Signature section on next page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.¹

DESIGN GROUP INTERNATIONAL, INC.

[INSERT CLIENT'S COMPANY NAME]

Authorized Signature

Authorized Signature

Lon L. Swartzentruber, CEO

Print Name and Title

Print Name and Title

Date

Date

¹ If unsigned, this Agreement expires on 1 August 2022, after which time Design Group International, Inc. reserves the right to amend or rescind it.

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>► Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>																	
<p>Print or Type. See Specific Instructions on page 3.</p>	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Design Group International</p> <p>2 Business name/disregarded entity name, if different from above</p>																		
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> C Corporation</p> <p><input checked="" type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ► _____</p> <p><input type="checkbox"/> Other (see instructions) ► _____</p> <p>5 Address (number, street, and apt. or suite no.) See instructions. 1314 S. 1st Street #269</p> <p>6 City, state, and ZIP code Milwaukee, WI 53204</p> <p>7 List account number(s) here (optional)</p>		<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>																	
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>																			
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>		<p>Social security number</p> <table border="1" style="width: 100%; text-align: center;"> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td> </td></tr> </table> <p>OR</p> <p>Employer identification number</p> <table border="1" style="width: 100%; text-align: center;"> <tr><td>3</td><td>5</td><td>-</td><td>2</td><td>1</td><td>2</td><td>9</td><td>1</td><td>8</td><td>5</td></tr> </table>				-				3	5	-	2	1	2	9	1	8	5
			-																
3	5	-	2	1	2	9	1	8	5										
<p>Sign Here Signature of U.S. person ► </p>		<p>Date ► 9 May 2022</p>																	
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i>, later.</p>																			
<p>Cat. No. 10231X</p>		<p>Form W-9 (Rev. 10-2018)</p>																	



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

July 12, 2022

To: Board of Public Works and Safety

From: Matt Lawson

Subject: Resolution 2022-23 – Acknowledging House Enrolled Act 1002 and Finding that Goshen Water Utility Rates Shall Not Be Adjusted

Resolution 2022-23 recommends to the Goshen Common Council that Goshen Water Utility rates shall not be adjusted due to the repeal of the utility tax receipts in HEA 1002 in accordance with the advice of the City's municipal advisor, Baker Tilly.

Suggested Motion:

Move to adopt Resolution 2022-23, Acknowledging House Enrolled Act 1002 and Finding that Goshen Water Utility Rates Shall Not Be Adjusted.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2022-23**

**Acknowledging House Enrolled Act 1002 and Recommending to the Common Council
That Goshen Water Utility Rates Should Not Be Adjusted**

WHEREAS, House Enrolled Act 1002 (“HEA 1002”) eliminated Utility Receipts Tax (“URT”) beginning July 1, 2022; and

WHEREAS, HEA 1002 triggered a rate review for all utilities currently subject to URT, including Goshen’s Municipal Water Utility (“Goshen Water”); and

WHEREAS, the City’s Municipal advisor, Baker Tilly Municipal Advisors, LLC (“Baker Tilly”) reviewed the year to date operational results for 2022, as well as the impact of eliminating URT, to determine the options available to the City; and

WHEREAS, Baker Tilly found that updated 2022 operation and maintenance revenue requirement needs for Goshen Water now exceed 2025 expectations; and

WHEREAS, based on the new information, Baker Tilly advises that a phase rate increase of as much as 5% may be required to offset inflation and other increased costs; and

WHEREAS, Baker Tilly advises that a downward adjustment of rates in response to HEA 1002 would further jeopardize the financial position of Goshen Water and accelerate the need for revisiting rates and increasing costs associated with additional analysis and another full rate ordinance process, while still ending up with higher rates for customers; and

WHEREAS, Baker Tilly recommends leaving utility rates at their current levels to offset inflation and other unexpected costs, to defer or eliminate the need for higher future rate changes, and to allow time for conditions to normalize rather than decrease rates in response to HEA 1002.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that it finds and recommends to the Goshen Common Council that the Goshen Water Utility rates should not be adjusted based on the repeal of the utility receipts tax by HEA 1002, due to increased operational costs of the Goshen Water Utility and the need to produce an income sufficient to maintain the utility property in a sound physical and finance condition to render adequate and efficient service, and in accordance with the advice of the City’s Municipal advisor, Baker Tilly.

BE IT FURTHER RESOLVED by the Goshen Board of Public Works and Safety that findings and recommendations found in this this resolution shall be effective July 1, 2022.

PASSED and ADOPTED on July _____, 2022.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member



**Legal Department
CITY OF GOSHEN**

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

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

July 18, 2022

To: Board of Public Works and Safety
From: Brandy L. Henderson
Subject: Habitat for Humanity of Elkhart County's Community Service Funds Agreement

The City of Goshen has many various community service organizations that provide services or programs to its residents in a manner more efficient than what the City can provide. The City has supported these organizations with funds in the past and wishes to continue to do so. These organizations were subject to an application process requiring specific documentation regarding their organization including a detailed description of how these funds will be used.

Habitat for Humanity of Elkhart County is one such community service organization that has applied for these funds. Habitat for Humanity of Elkhart County has requested \$10,000 to help with the 414 River Avenue Project. Habitat for Humanity of Elkhart County has provided all the required information and an agreement is now being brought before the Board for consideration and approval.

Suggested Motion: I move that the City of Goshen approved, and authorize Mayor Stutsman to execute, the agreement with Habitat for Humanity of Elkhart County to support the project outlined in its submitted application.

COMMUNITY SERVICE
PARTNERSHIP AGREEMENT

With Habitat for Humanity of Elkhart County, Inc

For the 414 River Avenue Project

This Community Service Partnership Agreement ("Agreement"), entered into by and between the City of Goshen, Indiana ("the City") and Habitat for Humanity of Elkhart County, Inc. (the "Partner"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Funds Award.

A. The purpose of this Agreement is to enable the City to award funds, in the amount of Ten Thousand Dollars (\$10,000), to the Partner for eligible costs of the services or program described in Partner's Community Services Partnership Application, a copy of which is attached hereto and made a part hereof (the "Project").

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner's Community Services Partnership Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. Representations and Warranties of the Partner.

A. The Partner expressly represents and warrants to the City that it is statutorily eligible to receive these funds and that the information set forth in its Community Services Partnership Application is true, complete, and accurate. The Partner expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Community Services Partnership Application.

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Partner.

3. Implementation of and Reporting on the Project.

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner's Community Services Partnership Application. Any modification of the Project from the description given in Partner's Community Services Partnership Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2022, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties, and shall remain in effect through completion of the Project, or December 31, 2022, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Partnership Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City, and must be submitted with accompanying supportive documentation as requested by the City.

7. Project Monitoring by the City. The City may conduct on-site or off-site monitoring reviews of the Project during the term of this Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Partner shall extend its full cooperation and give full access to the Project site and to relevant documentation to the City or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in the Partner's Community Services Partnership Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Partnership Application and that unpaid costs have been properly accrued; and

C. that Partner is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further opportunities with the City under this program.

C. The Partner affirms that, if it is an entity described in Indiana Code Title 23, it is properly registered, and owes no outstanding reports to the Indiana Secretary of State.

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

- (i) I.C. 24-4.7 [Telephone Solicitation Of Consumers];
- (ii) I.C. 24-5-12 [Telephone Solicitations]; or
- (iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,

a. has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and

b. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:

A. The Partner has enrolled and is participating in the E-Verify program;

B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;

C. The Partner does not knowingly employ an unauthorized alien.

D. The Partner shall require its contractors who perform work under this Agreement to certify to Partner that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner and any subcontractors shall comply with requisite affirmative action

requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

14. Contracting with Relatives.

Pursuant to IC 36-1-21, if Partner is wholly or partially owned by a relative of an elected official of the City Partner certifies that Partner has notified in writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Partner.

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen
Attn: Legal Department
204 E. Jefferson Street
Goshen, IN 46526
bodiestegelmann@goshencity.com

B. Notices to the Partner shall be sent to (Include contact name and title, mailing and e-mail address):

Habitat for Humanity of Elkhart County, Inc
Attn: Greg Conrad
2910 Elkhart Road
PO Box 950
Goshen, IN 46527
greg@habitatec.com

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Partnership Application.

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend payments under this Agreement, and suspend the Partner's participation in the City Community Service Partnership program until such time as all material breaches are cured to the City's satisfaction.

B. The expenditure of funds other than in conformance with the Project or the Budget may be deemed a breach. The Partner explicitly covenants that it shall promptly repay to the City all funds not spent in conformance with this Agreement.

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award under this Agreement, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be effected by delivery to the Partner of a Termination Notice, specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Partner and the City have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

CITY OF GOSHEN, INDIANA:

Jeremy P. Stutsman, Mayor

Date

PARTNER: HABITAT FOR HUMANITY OF ELKHART COUNTY, INC

By: _____

Name: _____

Title: _____

Date: _____



**Community Service Partnership Application
Program Year 2022**

(Attach additional sheets if space provided is not adequate.)

Applications available: Monday, November 1, 2021.

Applications due: Monday, November 22, 2021.

Application submittal: Please submit one signed original, with attachments. No copies required. Submittal may be made via email.

Applications due to: Denise Blenner 202 S. Fifth, Goshen, IN 46528; mayor@goshencity.com
Call 533-9322 with questions.

Summary of Community Service Partnership Priorities

Each activity must meet one of the following priorities:

1. Address a goal that has been identified in the Goshen Comprehensive Plan:
<https://goshenindiana.org/planning-zoning>
2. Address a goal that has been identified in the CDBG Five Year Consolidated Plan:
https://goshenindiana.org/media/uploads/0/8255_2020-2024-Consolidated-Plan_2020-AAP_Final.pdf
3. Meet an urgent community development need.

Community Services Partnership funds for program year 2022 will become available sometime after July 1, 2022. If an award is made, program expenses may be incurred starting January 1, 2022, but no claims will be paid until grant agreements are approved by the Board of Public Works and signed.

Organization: Habitat for Humanity of Elkhart County, Inc.

Organization Address: 2910 Elkhart Road, Goshen IN 46526

Mailing Address: PO Box 950, Goshen IN 46527

Contact Person: Greg Conrad

Phone Number: 574-533-6109

Email address: greg@habitatec.com

Project Title: 414 River Avenue Project

Community Service award requested: \$ 10000

Expected number of individuals to benefit from this project: 3-6 (Depending on family size)

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

The proposed project is the acquisition, demolition, and preparation of site to enable building a single family owner occupied residential home. The family occupying the home would be a Habitat Partner Family who has completed the eligibility screening and "sweat equity" requirements. All families served have incomes between 30% and 80% of the Average Median Income. The requested funds would partially reimburse Habitat for Humanity for the property acquisition costs, Phase I Environment Assessment, Closing costs, and Demolition costs. Demolition will be completed within 30 days of closing on property. Community Service Funds would be requested when demolition is completed.

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

Item Description	Total Amount	Community Service Funds	Other Funds
a.	15000	10000	5000
b.			
c.			
d.			
e.			
f.			
TOTALS			

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

Habitat will use existing donor contributed funds to cover the expenses not covered by this grant.

4. Describe how the project will meet one or more of the objectives identified in the Goshen Comprehensive Plan, CDBG Consolidated Plan or meet an urgent community development need.

Eliminate a blighted property and provide a site for building an affordable owner-occupied residential dwelling through the Habitat program.

5. What are the measurable goals and timeline for this project or program? How will you define and measure success?

Immediate goal is to acquire property within the next two weeks. The purchase agreement has been signed, the Environmental Phase I survey has been completed, and closing is being scheduled with Near North Title. Demolition will be completed within 3 weeks of closing.

6. Please describe the population who will benefit from this project or program. Include demographic information in this description (age, income, ethnicity, race, etc.)

Organizational Characteristics

IRS nonprofit status Yes (501c3)
Years in operation 36
Number of full-time paid staff 15
Number of part-time paid staff 5
Number of volunteer staff Hundreds
Number of Board members 13

Briefly describe the organization's structure, mission statement and services provided.

Habitat for Humanity of Elkhart County, Inc. is a 501(c)3 corporation that is part of Habitat for Humanity International. We are operated and controlled by a board of community volunteers currently numbering 13. The organization is led and managed by the President and Executive Director appointed by the Board.
The mission statement: Seeking to put God's love into action, Habitat for Humanity brings people together to build homes, communities and hope."
Our Vision: A world where everyone has a decent place to live.
Our services are focused on building, rehabbing, and repairing owner occupied housing through the use of Habitat staff and community volunteers. We provide education and support for our partner families. We also operate the Habitat ReStore to provide funding for the mission while enabling the community to buy donated material at favorable pricing.

Please attach copies of the following documents to the original application. If any of the requested documents are not available, please attach an explanation. If you have previously submitted the requested documents, and there have been no changes, new copies are not required, but please indicate which documents have been previously submitted.

- a. Most recent Annual Report and Audit
- b. Current fiscal year budget
- c. Current list of Board of Directors

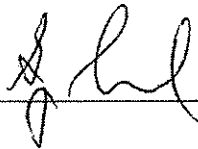
Certification Of Authorization To Submit This Application

I (We) certify to the City of Goshen that the Board of Directors of the organization identified on page 1 of this application authorized the submission of this application.

Agency Director (Signature)

Greg Conrad

Printed Name:



Date: May 25, 2022

Chairperson, Board of Directors (Signature)

Printed Name:

Date: _____

PUBLIC INSPECTION COPY

Tax Returns for

**Habitat for Humanity
Of Elkhart County**

For the Year Ended June 30, 2021

Forms 990 / 990-EZ Return Summary

For calendar year 2020, or tax year beginning 07/01/20 , and ending 06/30/21

-*5313

HABITAT FOR HUMANITY OF ELKHART COU

Net Asset / Fund Balance at Beginning of Year		<u>3,638,941</u>
Revenue		
Contributions	<u>666,301</u>	
Program service revenue	<u>1,219,123</u>	
Investment income	<u>2,166</u>	
Capital gain / loss	<u>3,100</u>	
Fundraising / Gaming:		
Gross revenue	<u>98,350</u>	
Direct expenses	<u>6,280</u>	
Net income	<u>92,070</u>	
Other income	<u>149,890</u>	
Total revenue		<u>2,132,650</u>
Expenses		
Program services	<u>1,661,202</u>	
Management and general	<u>285,193</u>	
Fundraising	<u>111,219</u>	
Total expenses		<u>2,057,614</u>
Excess / (deficit)		<u>75,036</u>
Changes		<u>29,527</u>
Net Asset / Fund Balance at End of Year		<u><u>3,743,504</u></u>

Reconciliation of Revenue

Total revenue per financial statements	<u>2,173,562</u>
Less:	
Unrealized gains	
Donated services	<u>34,632</u>
Recoveries	
Other	<u>6,280</u>
Plus:	
Investment expenses	
Other	
Total revenue per return	<u><u>2,132,650</u></u>

Reconciliation of Expenses

Total expenses per financial statements	<u>2,068,999</u>
Less:	
Donated services	
Prior year adjustments	
Losses	
Other	<u>11,385</u>
Plus:	
Investment expenses	
Other	
Total expenses per return	<u><u>2,057,614</u></u>

		Balance Sheet		
		Beginning	Ending	Differences
Assets	<u>4,352,399</u>	<u>4,575,842</u>		
Liabilities	<u>713,458</u>	<u>832,338</u>		
Net assets	<u>3,638,941</u>	<u>3,743,504</u>		<u>104,563</u>

Miscellaneous Information

Amended return _____
 Return / extended due date 05/16/22
 Failure to file penalty _____

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

2020

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

A For the 2020 calendar year, or tax year beginning **07/01/20**, and ending **06/30/21**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization HABITAT FOR HUMANITY OF ELKHART COU		D Employer identification number **-***5313
	Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite P.O. BOX 950		E Telephone number 574-533-6109
	City or town, state or province, country, and ZIP or foreign postal code GOSHEN IN 46527-0950		G Gross receipts \$ 2,138,930
	F Name and address of principal officer: GREG CONRAD P.O. BOX 950 GOSHEN IN 46527		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		H(c) Group exemption number ▶	
J Website: ▶ WWW.HABITATEC.COM		L Year of formation: 1986	
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		M State of legal domicile: IN	

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: HABITAT FOR HUMANITY OF ELKHART CO INC IS A NON-PROFIT ORGANIZATION THAT SEEKS TO PUT GOD'S LOVE IN ACTION BY BRINGING PEOPLE TOGETHER TO BUILD HOMES, COMMUNITIES AND HOPE.			
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
	3	Number of voting members of the governing body (Part VI, line 1a)	14	
	4	Number of independent voting members of the governing body (Part VI, line 1b)	14	
	5	Total number of individuals employed in calendar year 2020 (Part V, line 2a)	33	
	6	Total number of volunteers (estimate if necessary)	680	
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	0	
7b	Net unrelated business taxable income from Form 990-T, Part I, line 11	0		
Revenue			Prior Year	Current Year
	8	Contributions and grants (Part VIII, line 1h)	769,616	666,301
	9	Program service revenue (Part VIII, line 2g)	998,988	1,219,123
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	6,971	5,266
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	215,133	241,960
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,990,708	2,132,650	
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0
	14	Benefits paid to or for members (Part IX, column (A), line 4)		0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	788,017	790,720
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
	16b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 111,219		
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	976,963	1,266,894	
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,764,980	2,057,614	
19	Revenue less expenses. Subtract line 18 from line 12	225,728	75,036	
Net Assets or Fund Balances			Beginning of Current Year	End of Year
	20	Total assets (Part X, line 16)	4,352,399	4,575,842
	21	Total liabilities (Part X, line 26)	713,458	832,338
22	Net assets or fund balances. Subtract line 21 from line 20	3,638,941	3,743,504	

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer GREG CONRAD	Date EXECUTIVE DIRECTOR			
	Type or print name and title				
Paid Preparer Use Only	Print/Type preparer's name LEANNE K MCKEE CPA	Preparer's signature LEANNE K MCKEE CPA	Date 11/17/21	Check <input checked="" type="checkbox"/> if self-employed	PTIN *****
	Firm's name CORNERSTONE CPA GROUP LLP	Firm's EIN ▶ ** - ***4716	Firm's address 3160 WINDSOR CT ELKHART, IN 46514-5556	Phone no. 574-262-8886	

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

HABITAT FOR HUMANITY OF ELKHART CO INC IS A NON-PROFIT ORGANIZATION WORKING IN PARTNERSHIP WITH GOD AND PEOPLE EVERYWHERE, FROM ALL WALKS OF LIFE TO BUILD DECENT, AFFORDABLE HOUSING.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ **1,247,766** including grants of \$) (Revenue \$)

TO STRENGTHEN OUR COMMUNITY BY BUILDING SIMPLE, DECENT HOMES IN PARTNERSHIP WITH HARDWORKING FAMILIES IN NEED, ALONG WITH VOLUNTEERS AND DONORS FROM ALL WALKS OF LIFE. FIVE HOMES WERE COMPLETED AND SOLD TO LOW-INCOME FAMILIES UNDER INTEREST FREE CONTRACTS.

4b (Code:) (Expenses \$ **413,436** including grants of \$) (Revenue \$)

THE HABITAT RESTORE SELLS NEW AND USED BUILDING MATERIALS THAT ARE DONATED TO THE RESTORE - THE REVENUE FROM THE STORE IS USED TO SUPPORT THE OVERALL MISSION OF HABITAT TO BUILD SIMPLE, AFFORDABLE HOUSES FOR FAMILIES IN NEED.

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

N/A

4d Other program services (Describe on Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses **1,661,202**

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? If "Yes," complete Schedule D, Part V	X	
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	X	
b Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII		X
c Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX	X	
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII	X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I See instructions		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II	X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III		X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		X

Part IV Checklist of Required Schedules (continued)

		Yes	No
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If "Yes," complete Schedule L, Part IV		X
b	A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV		X
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? If "Yes," complete Schedule L, Part IV		X
29	Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M	X	
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34	Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

1a	11
1b	0

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
	2a 33		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <i>Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)</i>	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
b	If "Yes," has it filed a Form 990-T for this year? <i>If "No" to line 3b, provide an explanation on Schedule O</i>		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
d	If "Yes," indicate the number of Forms 8282 filed during the year		
	7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		X
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? <i>Note: See the instructions for additional information the organization must report on Schedule O.</i>	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? <i>If "No," provide an explanation on Schedule O</i>	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? <i>If "Yes," see instructions and file Form 4720, Schedule N.</i>	15	X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? <i>If "Yes," complete Form 4720, Schedule O.</i>	16	X

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

	1a	14	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		14		
b Enter the number of voting members included on line 1a, above, who are independent	1b	14		
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?			2	X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?			3	X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?			4	X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?			5	X
6 Did the organization have members or stockholders?			6	X
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?			7a	X
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?			7b	X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a The governing body?			8a	X
b Each committee with authority to act on behalf of the governing body?			8b	X
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O			9	X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10a Did the organization have local chapters, branches, or affiliates?	10a	X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b	
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X
b Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a Did the organization have a written conflict of interest policy? If "No," go to line 13	12a	X
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	12c	X
13 Did the organization have a written whistleblower policy?	13	X
14 Did the organization have a written document retention and destruction policy?	14	X
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a The organization's CEO, Executive Director, or top management official	15a	X
b Other officers or key employees of the organization If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).	15b	X
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a	X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b	

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed **IN**
- 18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain on Schedule O)
- 19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records **►**
GREG CONRAD **P.O. BOX 950**
GOSHEN **IN 46527** **574-533-6109**

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's current officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's current key employees, if any. See instructions for definition of "key employee."
- List the organization's five current highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's former officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's former directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations. See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) GREG CONRAD EXECUTIVE DIRECTOR	40.00 0.00			X			73,161	0	3,981	
(2) JAMES BYARS BOARD MEMBER	1.00 0.00	X					0	0	0	
(3) LORI COPSEY BOARD MEMBER	1.00 0.00	X					0	0	0	
(4) MARY DALE BOARD MEMBER	1.00 0.00	X					0	0	0	
(5) SAULO DELGADO BOARD MEMBER	1.00 0.00	X					0	0	0	
(6) CHRIS ERB BOARD MEMBER	1.00 0.00	X					0	0	0	
(7) DAWN FORD VICE CHAIRPERSON	1.00 0.00	X		X			0	0	0	
(8) TABOR FRANCO TREASURER	1.00 0.00	X		X			0	0	0	
(9) SHARON HERNANDEZ PAST CHAIRPERSON	1.00 0.00	X		X			0	0	0	
(10) ALYSHA LILJEQVIST BOARD MEMBER	1.00 0.00	X					0	0	0	
(11) BRADEN MCCORMICK CHAIRPERSON	1.00 0.00	X		X			0	0	0	

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) ANDY MURRAY	1.00 0.00	X						0	0	0
BOARD MEMBER										
(13) KEVIN PARK	1.00 0.00	X						0	0	0
BOARD MEMBER										
(14) MICHAEL ROOSE	1.00 0.00	X		X				0	0	0
SECRETARY										
(15) TYLER STEELE	1.00 0.00	X						0	0	0
BOARD MEMBER										
1b Subtotal								73,161		3,981
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)								73,161		3,981

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns	1a					
	b	Membership dues	1b					
	c	Fundraising events	1c					
	d	Related organizations	1d					
	e	Government grants (contributions)	1e	220,819				
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	445,482				
	g	Noncash contributions included in lines 1a-1f	1g	\$ 132,902				
	h	Total. Add lines 1a-1f		666,301				
Program Service Revenue				Business Code				
	2a	SALES OF HOUSES		453310	615,500	615,500		
	b	RESALE SHOP SALES		236000	600,263	600,263		
	c	LATE FEE INCOME		900003	3,360	3,360		
	d							
	e							
	f	All other program service revenue						
g	Total. Add lines 2a-2f			1,219,123				
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)			2,166	2,166		
	4	Income from investment of tax-exempt bond proceeds						
	5	Royalties						
	6a	Gross rents	(i) Real	(ii) Personal				
			6a					
			6b					
	c	Rental inc. or (loss)	6c					
	d	Net rental income or (loss)						
	7a	Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other				
			7a		3,100			
			7b					
	c	Gain or (loss)	7c		3,100			
	d	Net gain or (loss)			3,100	3,100		
	8a	Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18						
8a				98,350				
8b				6,280				
c	Net income or (loss) from fundraising events			92,070				
9a	Gross income from gaming activities. See Part IV, line 19							
		9a						
		9b						
c	Net income or (loss) from gaming activities							
10a	Gross sales of inventory, less returns and allowances							
		10a						
		10b						
c	Net income or (loss) from sales of inventory							
Miscellaneous Revenue				Business Code				
	11a	AMORITIZATION OF MORTGAGE DIS		236000	139,710	139,710		
	b	MISCELLANEOUS		900099	10,180	10,180		
	c							
	d	All other revenue						
e	Total. Add lines 11a-11d			149,890				
12	Total revenue. See instructions			2,132,650	1,374,279	0	0	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.		(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1	Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2	Grants and other assistance to domestic individuals. See Part IV, line 22				
3	Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4	Benefits paid to or for members				
5	Compensation of current officers, directors, trustees, and key employees	82,308		82,308	
6	Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7	Other salaries and wages	603,217	447,638	77,092	78,487
8	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	52,105	33,066	15,325	3,714
9	Other employee benefits				
10	Payroll taxes	53,090	35,044	11,783	6,263
11	Fees for services (nonemployees):				
a	Management				
b	Legal	-2,924	-3,892	968	
c	Accounting	33,898	965	32,933	
d	Lobbying				
e	Professional fundraising services. See Part IV, line 17				
f	Investment management fees				
g	Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12	Advertising and promotion	16,607	4,504		12,103
13	Office expenses	50,832	45,562	2,740	2,530
14	Information technology				
15	Royalties				
16	Occupancy	55,558	53,041	2,270	247
17	Travel	4,269	1,400	2,869	
18	Payments of travel or entertainment expenses for any federal, state, or local public officials				
19	Conferences, conventions, and meetings	1,441	958	483	
20	Interest	22,873	21,775	938	160
21	Payments to affiliates	16,416	16,416		
22	Depreciation, depletion, and amortization	57,832	53,821	3,217	794
23	Insurance	37,441	22,566	13,437	1,438
24	Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a	COST OF HOMES BUILT	543,832	543,832		
b	IMPUTED MTG INTEREST DISC	279,947	279,947		
c	MISCELLANEOUS	40,251	27,024	7,757	5,470
d	REPAIRS AND MAINTENANCE	36,783	16,876	19,907	
e	All other expenses	71,838	60,659	11,166	13
25	Total functional expenses. Add lines 1 through 24e	2,057,614	1,661,202	285,193	111,219
26	Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	75,808	1	93,561
	2 Savings and temporary cash investments	421,353	2	364,802
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	9,122	4	34,359
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net	1,837,936	7	2,028,501
	8 Inventories for sale or use	934	8	5,230
	9 Prepaid expenses and deferred charges	6,242	9	120
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 2,049,591		
	b Less: accumulated depreciation	10b 326,363		
		1,770,942	10c	1,723,228
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
15 Other assets. See Part IV, line 11	230,062	15	326,041	
16 Total assets. Add lines 1 through 15 (must equal line 33)	4,352,399	16	4,575,842	
Liabilities	17 Accounts payable and accrued expenses	93,622	17	106,916
	18 Grants payable	935	18	
	19 Deferred revenue	13,858	19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23 Secured mortgages and notes payable to unrelated third parties	605,043	23	725,422
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25	713,458	26	832,338
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	3,535,561	27	3,669,426
	28 Net assets with donor restrictions	103,380	28	74,078
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
32 Total net assets or fund balances	3,638,941	32	3,743,504	
33 Total liabilities and net assets/fund balances	4,352,399	33	4,575,842	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	2,132,650
2	Total expenses (must equal Part IX, column (A), line 25)	2	2,057,614
3	Revenue less expenses. Subtract line 2 from line 1	3	75,036
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	3,638,941
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	34,632
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	-5,105
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	3,743,504

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		
3b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public
Inspection

Name of the organization

HABITAT FOR HUMANITY OF ELKHART COU

Employer identification number

****-***5313**

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2 A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4 A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state:
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8 A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9 An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
- 10 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B.
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C.
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E.
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V.
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule A (Form 990 or 990-EZ) 2020

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2020 (line 6, column (f) divided by line 11, column (f))	14	%
15 Public support percentage from 2019 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test—2020. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 33 1/3% support test—2019. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
17a 10%-facts-and-circumstances test—2020. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 10%-facts-and-circumstances test—2019. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	451,821	436,691	369,515	775,691	700,933	2,734,651
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	1,152,311	1,073,605	1,351,035	1,082,907	1,317,473	5,977,331
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5	1,604,132	1,510,296	1,720,550	1,858,598	2,018,406	8,711,982
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						8,711,982

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
9 Amounts from line 6	1,604,132	1,510,296	1,720,550	1,858,598	2,018,406	8,711,982
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	158,959	125,459	2,181	4,971	2,166	293,736
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b	158,959	125,459	2,181	4,971	2,166	293,736
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	36,704	21,800	152,427	148,364	152,990	512,285
13 Total support. (Add lines 9, 10c, 11, and 12.)	1,799,795	1,657,555	1,875,158	2,011,933	2,173,562	9,518,003

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

15 Public support percentage for 2020 (line 8, column (f), divided by line 13, column (f))	15	91.53%
16 Public support percentage from 2019 Schedule A, Part III, line 15	16	89.93%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2020 (line 10c, column (f), divided by line 13, column (f))	17	3%
18 Investment income percentage from 2019 Schedule A, Part III, line 17	18	6%

19a 33 1/3% support tests—2020. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

b 33 1/3% support tests—2019. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

		Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer lines 3b and 3c below.		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b	Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c	Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI.		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI.		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI.		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI.		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer line 10b below.		
b	Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

Part IV Supporting Organizations (continued)

		Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?		
a	A person who directly or indirectly controls, either alone or together with persons described in lines 11b and 11c below, the governing body of a supported organization?	11a	
b	A family member of a person described in line 11a above?	11b	
c	A 35% controlled entity of a person described in line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.	11c	

Section B. Type I Supporting Organizations

		Yes	No
1	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.	1	
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.	2	

Section C. Type II Supporting Organizations

		Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).	1	

Section D. All Type III Supporting Organizations

		Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1	
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).	2	
3	By reason of the relationship described in line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.	3	

Section E. Type III Functionally-Integrated Supporting Organizations

1	Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a	<input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b	<input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c	<input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).		
2	Activities Test. Answer lines 2a and 2b below.		
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.	2a	
b	Did the activities described in line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.	2b	
3	Parent of Supported Organizations. Answer lines 3a and 3b below.		
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No," provide details in Part VI.	3a	
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.	3b	

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e Discount claimed for blockage or other factors (explain in detail in Part VI):			
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C – Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7 Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D – Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required—provide details in Part VI)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2020 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E – Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2020	(iii) Distributable Amount for 2020
1 Distributable amount for 2020 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2020 (reasonable cause required—explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2020			
a From 2015			
b From 2016			
c From 2017			
d From 2018			
e From 2019			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2020 distributable amount			
i Carryover from 2015 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2020 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2020 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2020, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2020 Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2021. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2016			
b Excess from 2017			
c Excess from 2018			
d Excess from 2019			
e Excess from 2020			

Part VI Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

PART III, LINE 12 - OTHER INCOME DETAIL

MISCELLANEOUS INCOME	\$	60,337
GAIN ON SALE OF MORTGAGES	\$	26,880
AMORIZATION OF MORTGAGE DISCOUNTS	\$	425,068

SUPPLEMENTAL INFORMATION

SCHEDULE A PART III LINE 1 INCLUDES \$34,632, OF NONCASH CONTRIBUTIONS FOR DONATED SERVICES THAT ARE NOT INCLUDED IN REVENUE REPORTED IN FORM 990 PART VIII.

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization

Employer identification number

HABITAT FOR HUMANITY OF ELKHART COU

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Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 1 Total number at end of year, 2 Aggregate value of contributions to (during year), 3 Aggregate value of grants from (during year), 4 Aggregate value at end of year, 5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?, 6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Table with 2 columns: Description, Held at the End of the Tax Year. Rows include: 1 Purpose(s) of conservation easements held by the organization (check all that apply), 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year (sub-rows 2a-2d), 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year, 4 Number of states where property subject to conservation easement is located, 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?, 6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?, 9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Table with 2 columns: Description, Amount. Rows include: 1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items. 1b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items: (i) Revenue included on Form 990, Part VIII, line 1, (ii) Assets included in Form 990, Part X. 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items: a Revenue included on Form 990, Part VIII, line 1, b Assets included in Form 990, Part X.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

- a Public exhibition
- b Scholarly research
- c Preservation for future generations
- d Loan or exchange program
- e Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

- c Beginning balance
- d Additions during the year
- e Distributions during the year
- f Ending balance

	Amount
1c	
1d	
1e	
1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	6,074	5,571	5,140	4,649	4,649
b Contributions					
c Net investment earnings, gains, and losses	1,390	503	431	491	
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance	7,464	6,074	5,571	5,140	4,649

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment ▶ 100.00 %
- b Permanent endowment ▶ %
- c Term endowment ▶ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) Unrelated organizations
- (ii) Related organizations

	Yes	No
3a(i)	X	
3a(ii)		X
3b		

b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		390,778		390,778
b Buildings		1,456,390	227,327	1,229,063
c Leasehold improvements				
d Equipment		202,423	99,036	103,387
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) ▶ 1,723,228

Part VII Investments – Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.)		

Part VIII Investments – Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.)		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) CONSTRUCTION IN PROGRESS	296,453
(2) LOTS	22,124
(3) COMMUNITY FNDTN ENDOWMENT	7,464
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.)	326,041

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.)	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	2,173,562
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
	a Net unrealized gains (losses) on investments	2a		
	b Donated services and use of facilities	2b	34,632	
	c Recoveries of prior year grants	2c		
	d Other (Describe in Part XIII.)	2d	6,280	
	e Add lines 2a through 2d		2e	40,912
3	Subtract line 2e from line 1		3	2,132,650
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b	4a		
	b Other (Describe in Part XIII.)	4b		
	c Add lines 4a and 4b		4c	
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)		5	2,132,650

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	2,068,999
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
	a Donated services and use of facilities	2a		
	b Prior year adjustments	2b		
	c Other losses	2c		
	d Other (Describe in Part XIII.)	2d	11,385	
	e Add lines 2a through 2d		2e	11,385
3	Subtract line 2e from line 1		3	2,057,614
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
	a Investment expenses not included on Form 990, Part VIII, line 7b	4a		
	b Other (Describe in Part XIII.)	4b		
	c Add lines 4a and 4b		4c	
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)		5	2,057,614

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART XI, LINE 2D - REVENUE AMOUNTS INCLUDED IN FINANCIALS - OTHER

OTHER FUNDRAISING EXPENSES NETTED W/REVENUE ON TAX RETURN \$ 6,280

PART XII, LINE 2D - EXPENSE AMOUNTS INCLUDED IN FINANCIALS - OTHER

OTHER FUNDRAISING EXPENSES NETTED W/REVENUE ON TAX RETURN \$ 6,280

LOSS ON IMPAIRMENT OF ASSETS \$ 5,105

**SCHEDULE G
(Form 990 or 990-EZ)**

Supplemental Information Regarding Fundraising or Gaming Activities

OMB No. 1545-0047

2020

Department of the Treasury
Internal Revenue Service

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

Name of the organization

HABITAT FOR HUMANITY OF ELKHART COU

Employer identification number

****-***5313**

Part I Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a Mail solicitations
- b Internet and email solicitations
- c Phone solicitations
- d In-person solicitations
- e Solicitation of non-government grants
- f Solicitation of government grants
- g Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? Yes No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
			Yes	No			
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events	
		<u>RAISE THE ROOF</u> (event type)	(event type)	<u>NONE</u> (total number)	(add col. (a) through col. (c))	
Revenue	1	Gross receipts	98,350		98,350	
	2	Less: Contributions				
	3	Gross income (line 1 minus line 2)	98,350		98,350	
Direct Expenses	4	Cash prizes				
	5	Noncash prizes				
	6	Rent/facility costs				
	7	Food and beverages				
	8	Entertainment				
	9	Other direct expenses	6,180		6,180	
	10	Direct expense summary. Add lines 4 through 9 in column (d)				6,180
	11	Net income summary. Subtract line 10 from line 3, column (d)				92,170

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
		1	Gross revenue		
Direct Expenses	2	Cash prizes			
	3	Noncash prizes			
	4	Rent/facility costs			
	5	Other direct expenses			
	6	Volunteer labor	<input type="checkbox"/> Yes <input type="checkbox"/> No %	<input type="checkbox"/> Yes <input type="checkbox"/> No %	<input type="checkbox"/> Yes <input type="checkbox"/> No %
7	Direct expense summary. Add lines 2 through 5 in column (d)				
8	Net gaming income summary. Subtract line 7 from line 1, column (d)				

9 Enter the state(s) in which the organization conducts gaming activities: _____
 a Is the organization licensed to conduct gaming activities in each of these states? Yes No

b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? Yes No

b If "Yes," explain: _____

11 Does the organization conduct gaming activities with nonmembers? Yes No

12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? Yes No

13 Indicate the percentage of gaming activity conducted in:
a The organization's facility 13a %
b An outside facility 13b %

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name ▶

Address ▶

15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? Yes No

b If "Yes," enter the amount of gaming revenue received by the organization ▶ \$ and the amount of gaming revenue retained by the third party ▶ \$

c If "Yes," enter name and address of the third party:

Name ▶

Address ▶

16 Gaming manager information:

Name ▶

Gaming manager compensation ▶ \$

Description of services provided ▶

Director/officer Employee Independent contractor

17 Mandatory distributions:

a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? Yes No

b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ▶ \$

Part IV Supplemental Information. Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

**SCHEDULE M
(Form 990)**

Noncash Contributions

OMB No. 1545-0047

2020

**Open To Public
Inspection**

Department of the Treasury
Internal Revenue Service

- ▶ Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.
- ▶ Attach to Form 990.
- ▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization

HABITAT FOR HUMANITY OF ELKHART COU

Employer identification number

**** - ***5313**

Part I Types of Property

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art—Works of art				
2 Art—Historical treasures				
3 Art—Fractional interests				
4 Books and publications				
5 Clothing and household goods				
6 Cars and other vehicles				
7 Boats and planes				
8 Intellectual property				
9 Securities—Publicly traded				
10 Securities—Closely held stock				
11 Securities—Partnership, LLC, or trust interests				
12 Securities—Miscellaneous				
13 Qualified conservation contribution—Historic structures				
14 Qualified conservation contribution—Other				
15 Real estate—Residential				
16 Real estate—Commercial				
17 Real estate—Other				
18 Collectibles				
19 Food inventory				
20 Drugs and medical supplies				
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other ▶ (MATERIALS)	X	9	132,902	FAIR MARKET VALUE
26 Other ▶ ()				
27 Other ▶ ()				
28 Other ▶ ()				

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donee Acknowledgement 29

	Yes	No
30a During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least three years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?		X
b If "Yes," describe the arrangement in Part II.		
31 Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?		X
32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?		X
b If "Yes," describe in Part II.		
33 If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.		

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule M (Form 990) 2020

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Name of the organization

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1546-0047

2020

Open to Public
Inspection

HABITAT FOR HUMANITY OF ELKHART COU

Employer identification number

** - ***5313

FORM 990, PART VI, LINE 11B - ORGANIZATION'S PROCESS TO REVIEW FORM 990
THE FORM 990 IS DISTRIBUTED TO THE GOVERNING BOARD MEMBERS AND IS ACCEPTED
BY VOTE BEFORE THE 990 IS SUBMITTED TO THE IRS.

FORM 990, PART VI, LINE 12C - ENFORCEMENT OF CONFLICTS POLICY
EVERY YEAR THE ORGANIZATION REQUIRES ALL BOARD MEMBERS TO SIGN AN
UPDATED CONFLICT OF INTEREST FORM.

FORM 990, PART VI, LINE 19 - GOVERNING DOCUMENTS DISCLOSURE EXPLANATION
THE ORGANIZATION MAKES ITS FINANCIAL STATEMENTS AVAILABLE TO THE PUBLIC
UPON REQUEST AND ON THE ORGANIZATION'S WEBSITE.

FORM 990, PART XI, LINE 9 - OTHER CHANGES IN NET ASSETS EXPLANATION

OTHER FUNDRAISING EXPENSES NETTED W/REVENUE ON TAX RETURN	\$	6,280
OTHER FUNDRAISING EXPENSES NETTED W/REVENUE ON TAX RETURN	\$	-6,280
LOSS ON IMPAIRMENT OF ASSETS	\$	-5,105
TOTAL	\$	-5,105

Indiana Department of Revenue
Indiana Nonprofit Organization's Annual Report
For the Calendar Year or Fiscal Year

Beginning and Ending

Place "X" in box if: Change of Address Amended Report Final Report: Indicate Date Closed _____

Due on the 15th day of the 5th month following the end of the tax year.

NO FEE REQUIRED

Name of Organization Telephone Number

Address County Indiana Taxpayer Identification Number

City State ZIP Code Federal Employer Identification Number

Printed Name of Person to Contact Contact's Telephone Number

If you are filing a federal return, attach a completed copy of Form 990, 990EZ, or 990PF.

Note: If your organization has unrelated business income of more than \$1,000 as defined under Section 513 of the Internal Revenue Code, you must also file Form IT-20NP.

Current Information

1. Indicate number of years your organization has been in continuous existence: 35
2. Have any changes not previously reported to the Department been made in your governing instruments, (e.g.) articles of incorporation, bylaws, or other instruments of importance? If yes, attach a detailed description of changes.
3. Attach a schedule, listing the names, titles and addresses of your current officers.
4. Briefly describe the purpose or mission of your organization below.

Habitat for Humanity of Elkhart Co Inc is a Non-Profit Organization that seeks to put God's love in action by
bringing people together to build homes, communities, and hope.

Email Address:

I declare under the penalties of perjury that I have examined this return, including all attachments, and to the best of my knowledge and belief, it is true, complete, and correct.

_____ Signature of Officer or Trustee	_____ Executive Director	_____ Date
Greg Conrad	574-533-6109	
_____ Name of Person(s) to Contact	_____ Daytime Telephone Number	



Habitat For Humanity of Elkhart County, Inc.
PO Box 950
Goshen, IN 46527

Schedule of names, titles, and addresses of officers

Name	Title	Address
Braden McCormick	Chairperson	P.O. Box 950, Goshen, IN 46527-0950
Greg Conrad	Executive Director	P.O. Box 950, Goshen, IN 46527-0950
Dawn Ford	Vice Chairperson	P.O. Box 950, Goshen, IN 46527-0950
Tabor Franco	Treasurer	P.O. Box 950, Goshen, IN 46527-0950
Michael Roose	Secretary	P.O. Box 950, Goshen, IN 46527-0950
Sharon Hernandez	Past Chairperson	P.O. Box 950, Goshen, IN 46527-0950



**Habitat
for Humanity®**
of Elkhart County, Inc.

Board of Directors
January 1, 2022 - December 31, 2022

Start Date

Apr-19	Greg Conrad <i>Board President/Ex-Officio</i> 10965 Kern Rd Osceola, IN 46561	W H C F	574-533-6109 574-286-0867 574-537-9276	HFHEC Executive Director no term greg@habitatec.com
Jul-19	Dawn (Ford) Bloch <i>Chairperson</i> 322 Dorsey Ave Elkhart, IN 46514	W H C F	574-294-7830 574-304-1099	NIBCO, Inc. Development Officer term ends December 2026 fordd@nibco.com
Jul -19	James Byars <i>Vice Chairperson</i> 54864 Leona Ct Bristol, IN 46507-9694	W H C F	574-970-9001 574-575-0151	Fireside Homes, Inc. President term ends December 2026 james@firesidehomesinc.com
Jul-20	Lori Copsey <i>Secretary</i> 509 S 6th St Goshen IN 46526	W H C F	574-533-3151 574-534-5959 574-536-8412 574-534-9159	Elkhart County Special Education Coop. Behavior Consultant term ends December 2027 lcopsey@goshenschools.org (school yr) or lcopsey@icloud.com (summers)
Jul-21	John Place <i>Treasurer</i> 1913 Greenwood Dr Goshen, IN 46526	W H C F	574-971-6712	Ancon Construction, Retired Board Chairperson term ends December 2028 john@anconconstruction.com
Jul-21	Adriana Bontreger <i>Board Member at Large</i> 53905 Pheasant Ridge Dr Bristol, IN 46507-9694	W H C F	574-238-2654	Centier Bank Branch Manager Officer term ends December 2028 Abontreger@centier.com
Sep-19	Mary Dale <i>Board Member at Large</i> 1006 Beechwood Dr Nappanee, IN 46550	W H C F	574-221-9091	Coldwell Banker Realtor term ends December 2026 marydale_realtor@yahoo.com
Nov-19	Chris Erb <i>Board Member at Large</i> 68683 CR 21 New Paris, IN 46553	W H C F	574-533-3100 574-320-7091 574-533-0613	TEAM Construction President term ends December 2026 chrise@teamconstructioninc.com
Oct-16	Sharon Hernandez <i>Board Member at Large</i> 120 N 6th St Goshen, IN 46526	W H C F	574-537-3883 574-312-8499	City of Goshen Communications Coordinator term ends December 2023 shernandez0390@gmail.com

Jan-22	Trent Kauffman <i>Board Member at Large</i> 58731 CR 21 Goshen, IN 46528	W H C F	574-825-5351 574-238-3270	L&W Engineering Vice President of Sales term ends December 2029 Trent.Kauffman@lw-eng.com
Sep-20	Alysha Liljeqvist <i>Board Member at Large</i> 65695 North Dr Cassopolis, MI 49031	W H C F	203-984-6922	Goshen College Asst. Professor of Marketing term ends December 2027 Alysha.Liljeqvist@gmail.com
Jan-22	Karl Miller <i>Board Member at Large</i> 11337 Fishers Pond Middlebury, IN 46540	W H C F	574-642-3036	Forest River Brand GM/Division/Operations term ends December 2029 kmiller@forestriverinc.com
Jul-20	Andy Murray <i>Board Member at Large</i> 50646 Lakeside Dr Granger, IN 46530	W H C F	574-514-9700	Lippert Chief Revenue Officer term ends December 2027 andym@lci1.com
Jul-21	Lisa Yoder <i>Board Member at Large</i> 61110 CR 35 Goshen, IN 46528	W H C F	574-312-0512	Lisa Yoder State Farm Insurance Owner/Insurance Agent term ends December 2028 lisa@lisayoder.com

F:\Board Members Info\Board Member Lists\Board Member List CURRENT
update as of 1/5/2022

Board Member service begins the month after they are nominated and approved for membership. Typically this happens in December at the Annual Meeting with Board service beginning in January. Prior to 2022, the Board year and Fiscal year were July 1 - June 30 and terms were aligned with these dates. In 2020 the Bylaws were changed to limit board service to 4 terms of 2 years to align with Habitat International standards. The previous limits were 3 three year terms. Board Members are eligible to rejoin the board after at least one year of not serving

Habitat for Humanity Of Elkhart County
 Approved Budget (December 14, 2021 Board Meeting)
 Fiscal Year January 1, 2022 - December 31, 2022

**Proposed
 Budget FYE
 12/31/2022**

Ordinary Income/Expense

Income

4100 · Contributions

4101 · Individual \$250,000

4102 · Businesses \$500,000

4103 · Organizations \$0

4104 · Grants

4104.12 · CSGB Grant \$35,000

4104.13 · Federally Funded Grants \$75,000

4104.14 · Grants-other \$200,000

4104.15 · Grants-CARES Act PPP Grant \$0

Total 4104 · Grants \$310,000

4105 · Churches \$50,000

4108 · Other \$25,000

4109 · NAP \$15,000

4100 · Contributions - Other \$0

Total 4100 · Contributions \$1,150,000

4150 · Restore Income

4151 · Restore Sales \$696,000

4152 · Restore Donations - Cash \$0

Total 4150 · Restore Income \$696,000

4200 · In-kind Contributions

4201 · Materials - Construction \$250,000

4203 · Services \$50,000

4200 · In-kind Contributions - Other \$0

Total 4200 · In-kind Contributions \$300,000

4401 Mortgage Discount Amortization **\$144,000**

4500 · Home Sales	
4501 · Home Sales - Homeowners	\$1,067,500
Total 4500 · Home Sales	\$1,067,500
4600 · Fund Raising Income	
4651 · Special Event Income	\$200,000
Total 4600 · Fund Raising Income	\$200,000
4700 · Other Income	
4702 · Late Fee Income	\$3,500
4705 · Utility Rebates	\$1,500
4706 · Interest Income	\$500
4707 · Miscellaneous	\$1,500
4708 · Recycling	
47082 · ReStore Recycling	\$9,600
4708 · Recycling - Other	\$0
Total 4708 · Recycling	\$9,600
4710 · Investment Income Permanent Restriction	\$1,000
Total 4700 · Other Income	\$17,600
Total Income	\$3,575,100
Gross Profit	\$3,575,100
Expense	
5000 · Program Exp	
5001 · Salary and Wage Expense	\$313,859
5011 · Payroll Tax Expense	\$26,678
5021 · Mortgage Servicing Expense	\$13,680
5025 · Americorp Member Expense	\$0
5040 · Health Insurance Employer Share	\$13,920
5041 · Health Insurance Employee Share	\$0
5042 · Vol-Workers Comp Ins	\$400
5043 · Emp-Workers Comp Insurance	\$10,000
5104 · Liability Insurance	\$2,500
5120 · Recruitment Expenses	\$2,500
5144 · 403B Employer Match	\$10,000
5149 · Program Services Software	\$1,000
5156 · Land Maintenance Costs	\$7,500

5206 · Credit Checks	\$2,500
5212 · Family Selection & Support	\$1,000
5216 · Community Education & Awareness	\$10,000
5220 · Construction Supplies	\$3,000
5231 · Cost of Homes Sold	\$1,015,000
5250 · Dedications & Groundbreakings	\$3,500
5310 · Legal Fees	\$20,000
5320 · Dues and Membership Fees	\$500
5332 · Office Supplies	\$1,000
5334 · Other Supplies	\$2,000
5340 · Food and Lodging	\$2,000
5372 · Equipment Repair	\$7,500
5386 · Advertising	\$1,000
5402 · Conference Exp	\$1,000
5406 · Meeting Exp	\$500
5422 · Vehicle Depreciation	\$10,960
5424 · Equipment Depreciation	\$5,796
5426 · Building Depreciation	\$2,436
5427 · Furn & Fixtures Depreciation	\$1,800
5430 · Licenses and Permits	\$1,000
5470 · Utilities on Harrison Ridge	\$0
5498 · Other Expenses	\$10,000
5510 · Mileage Reimbursement	\$2,500
5540 · Postage & freight	\$500
5560 · Professional Services	\$20,000
5615 · Utilities	\$3,500
5620 · Repairs & Maint. - Building	\$2,500
5630 · Repairs - Houses under Warranty	\$25,000
5630 · Repairs - Home Repair/Modification	\$75,000
5640 · Small Tools	\$10,000
5650 · Home Appraisals	\$3,500
5670 · Telephone/DSL	\$1,000
5700 · Inputed Mortgage Interest Discount	\$507,500
5710 · Title Seaches, Deeds, Recording	\$2,500

5730 · Travel	\$500
5735 · Vehicle Expense	\$7,500
5737 · Vehicle Insurance	\$5,000
5738 · Vehicle Fuel	\$5,000
5770 · Volunteers	\$10,000
5800 · Interest Expense	\$1,500
Total 5000 · Program Exp	\$2,187,529
5675 · Tithe - HFH International	\$40,000
5900 · ReStore Expenses	
4040 · Health Insurance Employer Share	\$17,400
4041 · Health Insurance Employee Share	\$0
4120 · Recruitment Expenses	\$2,500
4122 · ReStore Vehicle Depreciation	\$5,064
4123 · ReStore Equipment Depreciation	\$2,604
4127 · Furn & Fixtures Depreciation	\$1,440
4149 · ReStore Computer & Software	\$3,600
4161 · ReStore Wage Expense	\$244,000
4162 · ReStore Payroll Taxes	\$20,740
4163 · 403B Employer Match	\$6,000
4164 · ReStore Employee Workers Comp	\$6,216
4165 · ReStore Utilities	\$32,500
4166 · ReStore Telephone/DSL	\$672
4167 · ReStore Building Maint	\$10,000
4168 · ReStore Supplies	
4168-2 · Equipment/Tools	\$0
4168 · ReStore Supplies - Other	\$4,800
Total 4168 · ReStore Supplies	\$4,800
4169 · ReStore Volunteers	\$0
4170 · ReStore Postage/shipping	\$0
4171 · ReStore Conferences	\$0
4172 · ReStore Advertising/Promo	
4172-2 · Trade Show-BAEC/Envirofest/etc	\$0
4172-3 · Media-Five Stars/Facebook/print	\$2,928
4172 · ReStore Advertising/Promo - Other	\$1,040

Total 4172 · ReStore Advertising/Promo	\$3,968
4173 · ReStore Vehicles	
4173-2 · Vehicle Rentals (Penske)	\$0
4173-3 · Vehicle Fuel	\$0
4173 · ReStore Vehicles - Other	\$13,200
Total 4173 · ReStore Vehicles	\$13,200
4175 · ReStore Building Depreciation	\$32,652
4176 · ReStore Trash and Recycling	\$21,600
4177 · ReStore Travel	\$0
4181 · Restore Commissions Paid	\$0
4182 · ReStore Bldg Prop Ins	\$4,800
4183 · Uniforms	\$1,000
4184 · COVID-19 Related Expenses	\$0
4197 · ReStore Merchant Fees	\$10,000
4199 · ReStore Misc	\$3,600
4290 · Purchases - Resale Items	\$40,000
4280 · ReStore Deconstruction	\$0
4800 · Interest	\$16,500
7185 · Cash drawer (over)/short	\$0
Total 5900 · ReStore Expenses	\$504,856
6000 · Fund Raising	
6001 · Salary and Wages	\$110,615
6011 · Payroll Tax Expense	\$9,402
6043 · Emp-Workers Comp Insurance	\$1,500
6120 · Advertising & Marketing	\$10,000
6144 · 403B Employer Match	\$5,000
6149 · Computer Maintenance & Software	\$3,000
6310 · Donor Recognition	\$2,500
6311 · Signage	\$5,000
6320 · Dues and Memberships	\$250
6340 · Food and Lodging	\$500
6402 · Conference Exp	\$500
6426 · Building Depreciation Fundraising	\$252
6427 · Furn & Fix Depreciation Fundraising	\$660

6510 · Office Supplies	\$250
6525 · Other Expenses	\$1,500
6530 · Photography and Videos	\$7,500
6540 · Postage	\$5,000
6550 · Printing	\$2,500
6606 · Meeting Expense	\$500
6610 · Mileage Reimbursement	\$250
6670 · Telephone	\$400
6740 · Auction Expense	\$0
6746 · Fundraising Event	\$25,000
New Acct · Integrated Marketing Platform Support	\$10,000
6800 · Interest Expense	\$200
Total 6000 · Fund Raising	\$202,279
7000 · Admin Expenses	
7001 · Salary and Wages	\$167,731
7005 · Vacation Expense	\$7,500
7011 · Payroll Tax Expense	\$14,257
7040 · Health Insurance Employer Share	\$13,480
7041 · Health Insurance Employee Share	\$0
7043 · Emp-Workers Comp Insurance	\$2,500
7044 · Directors & Officers Liability	\$2,500
7120 · Recruitment Expenses	\$2,500
7144 · 403B Employer Match	\$8,000
7145 · 403B Fund Fees	\$6,000
7149 · Computer Maint & Software	\$25,000
7170 · Building Maintenance	\$2,500
7198 · Merchant Fees-PayPal	\$250
7210 · Computer Maint & Software	\$0
7320 · Dues and Memberships	\$12,500
7325 · Legal fees	\$5,000
7330 · Professional Fees	\$37,500
7340 · Food and Lodging	\$2,500
7380 · Insurance - Blanket Coverage	\$2,500
7420 · Liability Insurance	\$10,000

7426 · Bldg Depreciation Admin	\$1,512
7427 · Furn & Fix Deprec Admin	\$2,100
7435 · Office Equipment Maintenance	\$300
7510 · Office Supplies	\$2,500
7515 · Other Supplies	\$500
7520 · Copier Expense	\$1,500
7525 · Other Expenses	\$2,500
7540 · Postage and Freight	\$1,000
7660 · Taxes - Other	\$500
7670 · Telephone/DSL	\$500
7702 · Conferences	\$750
7706 · Meeting Exp	\$400
7720 · Training	\$750
7730 · Travel	\$3,500
7740 · Utilities	\$2,500
7750 · Mileage Reimbursement	\$2,000
8000 · Interest Expense	\$1,000
Total 7000 · Admin Expenses	\$346,030
7440 · Promotional	\$0
Total Expense	\$3,280,695
Net Ordinary Income	\$294,405
Other Income/Expense	
Other Expense	
7800 · Gain/Loss on Asset Disposal	\$0
7855 · Impairment on Long-Lived Asseet	\$0
Total Other Expense	\$0
Net Other Income	\$0
Net Income	\$294,405
Total Direct Salary/Wages	\$836,205
% of Revenue	23.39%



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

To: Board of Public Works and Safety
From: Bodie J. Stegelmann
Subject: Agreement with Jacobi, Toombs & Lanz, Inc., for Building Plan Review
Date: July 18, 2022

In December 2021 the Board approved an agreement with Jacobi, Toombs & Lanz, Inc. for Building Plan Review. The Agreement called for Jacobi, Toombs & Lanz, Inc., to be paid at an hourly rate in an amount not to exceed Ten Thousand Dollars (\$10,000.00) for Building Plan Review. The volume of services needed under the Agreement has exceeded expectations, and staff seeks an amendment to the Agreement to increase the “not to exceed” amount of the Agreement to Twenty-Five Thousand Dollars (\$25,000.00).

Suggested Motion:

Approve and execute Amendment No. 1 to the Agreement with Jacobi, Toombs, & Lanz, Inc. for Building Plan Review to increase the amount of the Agreement to Twenty-Five Thousand Dollars (\$25,000.00).

**AMENDMENT NO. 1
TO
AGREEMENT FOR PLAN REVIEW SERVICES FOR
THE CITY OF GOSHEN BUILDING DEPARTMENT**

THIS AMENDMENT is entered into on _____, 2021, which is the last signature date set forth below, by and between **Jacobi Toombs & Lanz, Inc.** (“Contractor”), whose mailing address is 1060 N. Capitol, Ste., E 360, Indianapolis, IN 46204, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

RECITALS

Whereas, City and Contractor entered into an Agreement on December 14, 2021, for Plan Review Services (“Agreement”).

Whereas, the parties wish to increase the maximum amount of compensation under the Agreement.

Whereas, any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree that Section 3, paragraph (A) of the Agreement shall be modified to read as follows:

- (A) City will compensate Contractor for the Plan Review Services for the Building Department based on the standard hourly rates set forth in the attached Exhibit A and the actual hours worked, but in no event will the total compensation exceed Twenty-Five Thousand Dollars (\$25,000.00).

In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

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

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

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

Jacobi, Toombs & Lanz, Inc.

Jeremy P. Stutsman, Mayor

By: _____

Printed: _____

Michael A. Landis, Member

Title: _____

Date Signed: July _____, 2022

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: July _____, 2022



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Goshen Engineering Department

RE: **16TH STREET RECONSTRUCTION – BALANCING CHANGE ORDER NO. 2
(JN: 2020-0038)**

DATE: July 28, 2022

Attached please find Change Order No. 2 – A Balancing Change Order.

Change Order No. 2 reduces the current contract price \$33,942.50, making the final contract amount \$1,373,781.00, a 2.41% decrease over the original contract of \$1,407,723.50.

Please review and consider approval of this change order by signing the attached copies.

Original contract amount	\$1,407,723.50
Change Order No. 1	\$0.00
Change Order No. 2	(\$ 33,942.50)
Revised contract amount	\$1,373,781.00

Suggested Motion: Move to approve the balancing Change Order No. 2 decreasing the contract \$33,942.50 for a final contract amount of \$1,373,781.00.

CHANGE ORDER FORM

Pg 1 of 4

Change Order No. 2

Date: 7/18/22

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

OWNER: City of Goshen
PROJECT NAME: 16th Street Reconstruction
PROJECT NUMBER: 2020-0038
CONTRACTOR: Niblock Excavating, Inc.

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

Line item adjustments to serve as a balancing change order.

8	Common Excavation (Undistributed) (Note: This balances the line item out)	-200.00 SYD	@ \$13.50	-----	-\$2,700.00
9	Water Service, HDPE, DR 9, CTS, 1" (Undistributed) (Note: This balances the line item out)	-200.00 LFT	@ \$24.50	-----	-\$4,900.00
10	Curb Stop, Box & Stationary Rod, 1" (Undistributed) (Note: This balances the line item out)	-5.00 EA	@ \$650.00	-----	-\$3,250.00
11	Sanitary Sewer, PVC, SDR-35, 6" (Undistributed) (Note: This balances the line item out)	-176.00 LFT	@ \$29.50	-----	-\$5,192.00
12	Sanitary Sewer Cleanout Assembly, 6" (Undistributed) (Note: This balances the line item out)	-4.00 EA	@ \$550.00	-----	-\$2,200.00
14	Ex. Roadway Pavement Removal (All Types) (Note: This balances the line item out)	75.13 SYD	@ \$6.50	-----	\$488.35
15	Sidewalk, 4" Concrete, Class 'A' (Note: This balances the line item out)	223.97 SYD	@ \$52.00	-----	\$11,646.44
16	ADA Ramp (Note: This balances the line item out)	-25.11 SYD	@ \$145.00	-----	-\$3,640.95

CHANGE ORDER FORM

17	6" Standard Curb, Concrete (Note: This balances the line item out)	-18.00 LFT	@ \$26.00	-----	-\$468.00
19	Commercial Drive Approach, 8" Concrete (Note: This balances the line item out)	60.75 SYD	@ \$68.50	-----	\$4,161.38
21	Residential Drive Approach, 6" Concrete (Note: This balances the line item out)	79.68 SYD	@ \$60.00	-----	\$4,780.80
28	30" dia. Storm Inlet w/ Casting (Note: This balances the line item out)	1.00 EA	@ \$1,615.00	-----	\$1,615.00
31	12" Ductile Iron Storm Pipe (Note: This balances the line item out)	5.00 LFT	@ \$80.00	-----	\$400.00
32	14" Ductile Iron Storm Pipe (Note: This balances the line item out)	-6.50 LFT	@ \$82.50	-----	-\$536.25
33	24" dia. HP Corrugated Storm Pipe, Solid (Note: This balances the line item out)	-53.00 LFT	@ \$57.50	-----	-\$3,047.50
36	Clean Sand/Gravel Backfill (Around Drywell) (Note: This balances the line item out)	-580.00 TONS	@ \$13.00	-----	-\$7,540.00
37	Surface Mill, 2" (Note: This balances the line item out)	-60.00 SYD	@ \$12.50	-----	-\$750.00
38	1.5" HMA Surface (15% Max. Rap) (Note: This balances the line item out)	86.68 TONS	@ \$72.50	-----	\$6,284.30
39	2.5" HMA Binder (Note: This balances the line item out)	-103.70 TONS	@ \$63.50	-----	-\$6,584.95
40	4.0" HMA Base (Note: This balances the line item out)	-202.72 TONS	@ \$58.50	-----	-\$11,859.12
44	24", Thermoplastic, White, Stop Bar (Note: This balances the line item out)	-30.00 LFT	@ \$30.00	-----	-\$900.00
45	Temporary Mailboxes (Note: This balances the line item out)	-1.00 EA	@ \$2,250.00	-----	-\$2,250.00
48	#2 Crushed/Recycled Concrete (Undistributed) (Note: This balances the line item out)	-200.00 TONS	@ \$37.50	-----	-\$7,500.00
				Subtotal -	(\$33,942.50)

CHANGE ORDER FORM

Pg 3 of 4

Change Order No. 2

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$1,407,723.50
2. Net (Addition/Reduction) due to all Previous Contract Supplements Numbers 1 to <u>1</u>	\$0.00
3. Amount of Contract, not including this supplement	\$1,407,723.50
4. Addition/Reduction to Contract due to this supplement	(\$33,942.50)
5. Amount of Contract, including this supplemental	\$1,373,781.00
6. Total (Addition/Reduction) due to all Change Orders (Line 2 + Line 4)	(\$33,942.50)
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>2</u> (Line 6 divided by Line 1)	-2.41%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby **extended/reduced** by 0 calendar days, making the final completion date N/A.

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

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

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

CHANGE ORDER FORM

Pg. 4 of 4

Change Order No. 2

RECOMMENDED FOR ACCEPTANCE



Josh Corwin, P.E.
City Engineer

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

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

Niblock Excavating, Inc.
BY: _____
Signature of authorized representative

Printed

Title



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works

RE: **GIS AND IT ON-CALL SERVICES – CONTRACT AMENDMENT NO. 1
(JN: 2022-0027)**

DATE: 07.18.22

The City is currently under contract with Abonmarche Consulting to provide GIS¹ services for the development of the Lead and Copper Service Inventory. With the recent resignation of the City's GIS Coordinator, staff has identified the need for an evaluation of the City's GIS framework, protocols, and management structure. In addition, Abonmarche Consulting has been assisting the City in the selection of software for the CCTV² equipment that will integrate with the GIS system. As part of this agreement amendment, Abonmarche Consulting will assist in the integration of the new camera truck software with the City's camera truck upgrade.

As a final item, Abonmarche Consulting has offered a fee for on-call services that will assist with onboarding a new GIS Coordinator and allow City projects requiring GIS to be implemented in a timely fashion.

Work associated with the base agreement amendment is to be completed by December 15, 2022, and the on-call services will extend through the end of the year. The service agreement is for a not to exceed amount of \$100,000.00, of which \$40,000.00 is allocated for on-call services.

Requested Motion: Move to approve and authorized the Mayor to sign Agreement Amendment No. 1 with Abonmache Consulting for GIS and IT On-call Services for a not to exceed fee of \$100,000.00.

¹ GIS – Geographic Information System

² CCTV – Closed Circuit Television Equipment making up the sewer camera truck

AMENDMENT NO. 1

GIS and IT On-Call Services

THIS AGREEMENT is entered into on _____, 2022, by and between **Abonmarche Consultants, Inc.** (“Contractor” or “Abonmarche”), whose mailing address is 1009 South 9th Street, Goshen, IN 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

RECITALS

- (A) City and Abonmarche entered into an Agreement on Date for GIS and IT On-Call Services.
- (B) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

Section 1. Contractor Duties Scope

The Agreement shall be amended by adding the following Duties:

The Parties wish to expand the services provided by Abonmarche to the City for GIS and IT services as specified in the attached professional services agreement attached hereto marked as Exhibit A.

Section 2. Effective Date; Term

The Amendment shall become effective on the day of execution and approval by both parties.

Section 3. Compensation

The expanding of these services will cost Sixty Thousand Dollars (\$60,000) with a total cost not to exceed One Hundred Thousand (\$100,000).

Section 4. Original Agreement

In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

Section 5. Authority to Execute

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

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

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

Abonmarche Consultants, Inc.

Jeremy P. Stutsman, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____

PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1
CITY OF GOSHEN
GIS and IT On Call Services
(ABONMARCHE PROJECT NO. 22-0417)

This Amendment to our Agreement entered into March 16th, 2022, between the City of Goshen (the City) and Abonmarche Consultants, Inc.

AMEND SCOPE OF SERVICES

Task 1 of this agreement identified several tasks where Abonmarche can provide support to the City regarding their GIS and IT infrastructure. It also specifically called out performing and evaluating the GIS and IT infrastructure and providing recommendations to enhance their current levels of service. It also includes setup of the GIS system and infrastructure. This amendment expands on the IT and GIS evaluation and provides the City with a Strategic Plan for implementing its GIS, developing GIS tools and applications to meet the City's identified GIS needs, and implementing the Cues hardware, software and configuration.

Create Task #2 – GIS Strategic Plan

Task #2.1 - Project Management

This task includes project staffing, budget, and schedule management over the duration of this project. Abonmarche will keep the City informed of the status of the project and coordinate invoicing related to the project.

A 1-hour kickoff meeting will be scheduled with MU and Abonmarche staff to review the project intent, scope of services, project schedule, project contacts and communications, site access and invoicing procedures.

Deliverable:

- Meeting minutes in OneNote Teams Site

Task #2.2 - Request for Information

Abonmarche will prepare and provide the City with a request for information ("RFI"), which will establish the "as-is" state of data policies, work practices, and workflows. The RFI will list information to provide a baseline understanding of the asset inventory and condition information currently available, as well as operation and maintenance practices, tools, systems, and processes currently utilized by staff in managing and utilizing the GIS. The RFI will include key documents such as work orders, inspection forms, CAD maps, CAD data, Public Works workflow processes, and system data files. A list will be

provided – if a document is not available, no additional effort will be needed to create the information. Abonmarche will review the information upon its receipt and may need to discuss and clarify it further with MU in preparation for the interviews in Task 2.

All data utilized by the City will then be documented in a Data Matrix. This Data Matrix will include each data point in the MU data repository, and identify items such as:

- Data owner
- Frequency of updates
- Data source
- Format
- Criticality
- QA\QC process
- Data confidence level

Deliverables:

- Request for Information
- Data Matrix

Task #2.3 - Focused Interviews

Abonmarche will facilitate staff interviews with key work groups to better understand key operations and maintenance processes and requirements such as existing data maintenance, field data collection, data capture, and related analysis practices employed by the city. The interviews will be one-on-one or small group interviews with staff that are held in staff offices or work locations. An on-site visit will be necessary to gather the individuals "user stories" and gain a better understanding of the City's needs and gaps.

Deliverables:

- 2-hour On-Site Meeting
- Meeting minutes in OneNote Teams Site

Task #2.4 - Workflow Development

Abonmarche will facilitate a Workflow Development workshop with the City management and senior staff from the City team. This workshop will identify as-is workflows for O&M. The workshop will follow selected elements of the WERF SAM GAP evaluation framework, designed to address areas of opportunity from the completion of Tasks 1 through 3. It will include several primary and secondary elements selected from the framework, supplemented with Abonmarche leading practice questions.

Deliverables:

- 2-Hour Workflows Development Workshop
- Meeting minutes in OneNote Teams Site



Task #2.5: Prioritization Workshop

A second workshop will be held to review recommendations and prioritize opportunities to establish the City's program. This workshop will be departmental wide. This workshop will include an overview of the leading practice use of business cases and workflows as a key component of an operations and maintenance department. The outcome from this workshop will be a prioritized set of opportunities and to-be workflows.

Deliverable:

- 2-Hour Workshop to prioritize opportunities for improvement
- Meeting minutes in OneNote Teams Site

Task #2.6 - Prepare Asset Management Program Road Map

Based on the results of Tasks 1-4, Abonmarche will prepare a detailed draft road map identifying focus areas, tasks, and subtasks, staff responsibilities, and consultant responsibilities, resources milestones, and timelines for implementing asset management elements and practices to achieve a data-driven operations and maintenance program. The road map format will address the key components of O & M management including Organization and People, Business Processes and Practices, Information Systems, Data and Knowledge, Service Delivery, Performance Management and Continuous Improvement.

The road map will identify the specific initiatives, phasing and scheduling, resources needed including City level of effort and consultant budget and personnel required to develop the Digital Technology program. The road map may include elements such as identifying training requirements for staff, developing applications for Public Works operations and maintenance, developing a Data Governance Program, fully populating the GIS with asset attribute data, developing a benefit assessment of current technologies that streamline the ability for asset owners/managers to track and access data/information, establishing a linear referencing platform, and developing a capital project business case evaluation and prioritization process for identifying and prioritizing capital improvement plan projects.

Once the road map is prepared, Abonmarche will facilitate a meeting with the City to review and discuss the draft plan. Upon receipt of comments, the results will be compiled in a draft technical memorandum to be reviewed by the City. The draft memorandum will be finalized within two weeks of receipt of compiled comments. The road map will include a stand-alone tabular summary of the opportunities for improvement identified and provide a prioritized list of next steps by area and year.

Deliverables:

- Draft Asset Management Program Road Map
- 1-Hour Meeting to Review Draft Road Map
- Final Asset Management Program Road Map
- Draft and Final Technical Memorandum compiling the results of Tasks 1 through 5



Create Task #3 – GIS Priority Programs

The City has identified several programs that utilize GIS applications and workflows that they would like to have reviewed and upgraded. The intent of these upgrades is to provide better integration with the overall GIS data management schemas and Esri recommended best practices, as well as meet the needs of the field crews and supervisors utilizing the data. These programs are a priority for the City, and should be reviewed, evaluated, and updated to meet the City Staff's expectations.

Due to the priority of these programs, it is anticipated that their upgrade may start before or during the GIS Strategic Plan and Services tasks. The City has identified several of these programs, including:

- Leak Detection
- Hydrant Inspection

Additional programs may be added to this list with the understanding that additional programs will directly impact available time and budget for Task #4.

Create Task #4 – GIS Strategic Plan Implementation

The GIS Strategic Plan will identify specific goals of the City and level of effort to achieve these goals. The goals will also be prioritized. Based on level of effort to achieve these goals, Abonmarche and the City will have a 2-hour meeting to discuss strategy and timeline to achieve these goals based on available budget. The City will direct Abonmarche to develop a timeline and workplan for each goal, and to implement all components to achieve each goal including reporting and milestone identification, application development, GIS enterprise configuration, training and documentation, and follow up QC to ensure that the applications will continue to meet the City's goals.

Deliverables:

- 2-Hour Meeting to develop Implementation Plan
- Training and documentation as needed based on City direction

Create Task #5 – Cues Implementation and GIS Integration

- Provide onsite support for setup and configuration of Cues software on truck and internal PC
- Provide onsite support for configuration of ancillary systems for Cues software such as Cues Office and Web
- Provide configuration of Cues integration modules for Esri



- Provide validation of configuration and verification by City that all Cues software and hardware is configured, staff is trained, and City staff are utilizing software correctly and in accordance with PACP standards

ANTICIPATED PROJECT TIMELINE

If a signed contract amendment is furnished by July 15, 2022, ABONMARCHE proposes to proceed with the following timeline

Task	Time to complete	Anticipated Start Date
2 – GIS Strategic Plan	8 Weeks	8/1/2022
3 – Priority Programs	4 Weeks	8/1/2022
4 – GIS Strategic Plan and Implementation	12 Weeks	9/19/2022
5 – CUES Implementation and GIS Integration	4 Weeks	8/1/2022

AMEND FEES FOR SERVICES

		<u>Contract</u>	<u>Amendment #1</u>	<u>Total</u>
Task #1	GIS and IT On Call Services	\$ 40,000	\$ 0	\$ 40,000
Task #2	GIS Strategic Plan.....	\$ 0	\$ 15,000	\$ 15,000
Task #3	GIS Priority Programs	\$ 0	\$ 10,000	\$ 10,000
Task #4	GIS Strategic Plan Implementation	\$ 0	\$ 25,000	\$ 25,000
Task #5	Cues Implementation and GIS Integration.....	\$ 0	\$ 10,000	\$ 10,000
<hr/>				
TOTAL:	Not To Exceed.....	\$ 40,000	\$ 60,000	\$ 100,000




BILLING RATES

Engineering	
Firm Principal	\$240-275
Senior Project Engineer/ Manager/ Group Director	\$180-205
Project Engineer / Project Manager	\$125-180
Staff Engineer	\$90-120
Landscape Architect	\$120-125
CADD Technician	\$70-120
Senior Construction Technician/Construction Technician/ Office Technician	\$65-105
Structural Engineer	\$180-190
Senior Urban Planner	\$130-140
Engineering Intern	\$40-50
Architecture	
Lead Architect	\$175-190
Senior Licensed Architect/Project Manager	\$140-150
Project Architect/Project Manager	\$115-150
Architectural Draftsman/Designer	\$80-115
Architectural Intern	\$40-50
Surveying	
Senior Surveyor/Project Manager/Group Director	\$120-140
Project Surveyor	\$110-130
Survey Crew Manager	\$105-115
Survey Crew Chief	\$80-105
Survey Technician	\$60-95
CADD Technician	\$70-95
One-Person Crew with Robotic Total Station	\$100
Digital Services	
Group Director	\$200
GIS Specialist/Analyst	\$100-115
Auxiliary Services	
IT Support Technician/Manager	\$150-180
Administrative/Executive Assistant/Graphic Designer/Grant Specialist	\$70-90
Development Services Professionals	\$100-200

Effective 06/01/2022 Rates Subject to Change

ABONMARCHE CONSULTANTS, INC.

ABONMARCHE CONSULTANTS, INC.


 _____ 06/30/22
 Bradley E. Mosness, PE Date
 Vice President


 _____ 06/30/22
 Jeffrey M. Weaver, GISP Date
 Director of Digital Solutions





Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: July 18, 2022
Subject: Request by Historic Southside Neighborhood Association to change the date of a partial closure of South 7th Street for a block party

On May 16, 2022, the Board of Works & Safety approved requests from Terri Wentz, chairperson of the Historic Southside Neighborhood Association, for half-price rates for the use of three trailers in June for the neighborhood's Spring Clean-up and in September for its Fall Clean-up as well as the closure of the 500 block of South 7th Street on the afternoon of Aug. 27, 2022 for the association's annual picnic.

The Association requested the closure of the 500 block of South 7th Street, from 4 p.m. to 8 p.m. on Saturday, Aug. 27, 2022, and the use of barricades to block alleys and streets. Residents of the 500 block were to be notified a week in advance so they could move their vehicles before the event and not be "parked in." About 150 people were expected to join for the fun, food and fellowship. Neighbors were hoping representatives from the Fire and Police Departments would also attend as in the past.

On July 12, 2022, the Clerk-Treasurer received the following email from Terri Wentz:

Good evening, Richard,

*On May 16 at the Board of Works meeting, Historic Southside Neighborhood Association was granted a street closure for our annual picnic on August 27th. **We have had to change the date our event to August 13th. I spoke with Monica at the street department, she has made that change, for the barriers in the 500 block of South 7th Street.** She suggested I contact you, to correct your records. If I need to come before the B.O.W. again, please advise.*

Thank you and sorry for any inconvenience this change may cause,

Suggested motion: Approve the request from the Historic Southside Neighborhood Association for the closure of the 500 block of South 7th, from 4 p.m. to 8 p.m. on Aug. 13, 2022 and for the use of City barricades for the association's annual picnic and block party.