



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., Sept. 26, 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 by Mayor Jeremy Stutsman

Approval of Minutes: Sept. 19, 2022

Approval of Agenda

- 1) Police Department:** Conditional Offer of Employment to Tyler Douglas Smoker
- 2) Community Development Block Grant:** Approval of 2022 Community Development Block Grant (CDBG) agreement for owner occupied housing rehabilitation
- 3) Legal Department:** Amend 2022 Compensation Ordinance 5101 for Civil City and Utilities Employees to Increase Wage Rates for Teamsters Job Classification in Pay Category A
- 4) Legal Department:** Agreement with Crist, Inc., for the installation of a new Spacepac unit in the Annex Building at a cost of \$6,604
- 5) Goshen Utilities:** Annual notification of fall hydrant flushing program
- 6) Engineering Department:** Approve partial closure of Eisenhower Drive South
- 7) Clerk-Treasurer's & Utilities Offices:** Amendment to the Tyler Technologies contract

Privilege of the Floor

- 8) Board of Public Works and Safety Order:** 1001 S. 8th Street (Jeanne Brunk, owner)

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE SEPTEMBER 19, 2022 REGULAR MEETING**

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

Present: Deputy Mayor Mark Brinson and members Mary Nichols and DeWayne Riouse

Absent: Mayor Jeremy Stutsman, Mike Landis and Barb Swartley

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

Deputy Mayor Brinson said that Mayor Stutsman was unable to attend today's meeting, so he was serving in his place. City Attorney Bodie Stegelmann explained that since he was absent from the City this afternoon, Mayor Stutsman designed Mark Brinson as "acting executive" for the afternoon and he can act as a member of the Board and will be presiding at the meeting (pursuant to the Mayor's Executive Order 2022-04, signed Sept. 14, 2022).

REVIEW/APPROVE MINUTES: Deputy Mayor Brinson presented the minutes of the Sept. 12, 2022 regular meeting. Board member DeWayne Riouse moved to approve the minutes as presented and the motion was seconded by Board member Mary Nichols. Motion passed 3-0.

REVIEW/APPROVE AGENDA: Deputy Mayor Brinson presented the meeting agenda with the deletion of one item 8) *Legal Department: Approve and authorize Mayor Stutsman to execute the Amendment to the Agreement with the Teamsters Local Union No. 364* (which will return after a Council discussion) and the addition of item 12) *Engineering Department: Approve partial closure of Reliance Road on Sept. 22, 2022*. Board member Riouse moved to approve the agenda as suggested and Board member Nichols seconded the motion. Motion passed 3-0.

1) Police Department: Approve the hiring of William Miller as a Patrol Officer, retroactive to Sept. 12, 2022

Police Chief José Miller asked the Board to approve the hiring of William Miller for the position of patrol officer, effective today, Sept. 12, 2022.

Chief Miller said Officer Miller previously worked for the Goshen Police Department and "performed his patrol duties with the utmost respect and integrity." On March 13, 2021, Officer Miller left the profession for the private sector and has now decided to return to the profession and the Goshen Police Department.

Chief Miller said Officer Miller passed all exams and has been approved by both the local and State pension boards. Chief Miller added, "It will be our pleasure to add William Miller back on the Goshen Police Department ... (and he) will be a welcomed addition to the Goshen Police Department."

Riouse/Nichols moved to approve the hiring of William Miller for the position of Patrol Officer, effective Sept. 12, 2022. Motion passed 3-0.

After the Board's approval, Deputy Mayor Brinson swore in Officer Miller as a Goshen Patrol Officer.

2) Police Department: Approve the promotion of Adriana Fernandez #212 from Probationary Patrol Officer to Patrol Officer, effective Sept. 20, 2022

Police Chief José Miller asked the Board to approve the promotion of Adriana I. Fernandez from the position of Probationary Patrol Officer to the rank of Patrol Officer, effective Sept. 20, 2022.



Chief Miller said on Sept. 20, 2022, Officer Fernandez will have completed her 12-month probationary period. Chief Miller said "Officer Fernandez has demonstrated she will be a great addition to the Goshen Police Department and to this community."

Riouse/Nichols moved to approve the promotion of **Adriana I. Fernandez** from the position of Probationary Patrol Officer to the rank of Patrol Officer, effective Sept. 20, 2022. Motion passed 3-0.

After the Board's approval, Deputy Mayor Brinson swore in Officer Fernandez as a Goshen Patrol Officer.

3) Police Department: Approve the promotion of Aaron D. Johnson #191 from Patrol Officer to Sergeant, effective Sept. 16, 2022

Police Chief José Miller asked the Board to approve the promotion of Officer Aaron D. Johnson from the position of Patrol Officer to the rank of Sergeant, retroactive to Sept. 16, 2022.

Chief Miller said Officer Johnson has worked for the Police Department approximately five years and has "demonstrated he will be an asset to our department as a supervisor." He currently is a field training officer for new recruits in the department.

Riouse/Nichols moved to approve the promotion of **Officer Aaron D. Johnson** from the position of Patrol Officer to the rank of Sergeant, retroactive to Sept. 16, 2022. Motion passed 3-0.

After the Board's approval, Deputy Mayor Brinson swore in Aaron D. Rogers as a Goshen Police Sergeant.

4) Police Department: Approve the promotion of Brian K. Abshire from Patrol Officer to Detective, retroactive to Sept. 16, 2022

Police Chief José Miller asked the Board to approve the promotion of Brian K. Abshire from the position of Patrol Officer to the rank of Detective, retroactive to Sept. 16, 2022.

Chief Miller said Officer Abshire has served with the Police Department for approximately 4½ years. He currently is an evidence technician and drone pilot for the department. Chief Miller said Abshire "has proven his dedication time and time again to this department and our community."

Riouse/Nichols moved to approve the promotion of **Brian K. Abshire** from the position of Patrol Officer to the rank of Detective retroactive to Sept. 16, 2022. Motion passed 3-0.

After the Board's approval, Deputy Mayor Brinson swore in Brian K. Abshire as a Goshen Police Detective.

5) Police Department: Approve the promotion of Curtis J. Weldy #162 from Lieutenant to Captain, effective Sept. 16, 2022

Police Chief José Miller asked the Board to approve the promotion of Curtis J. Weldy from the rank of Lieutenant to the rank of Captain, retroactive to Sept. 16, 2022.

Chief Miller said Lt. Weldy has been an officer with the Police Department for approximately 10 years. He currently serves as a lieutenant on the afternoon shift and has been acting captain of the afternoon shift for several months.

Chief Miller said Lt. Weldy "has demonstrated repeatedly that he will be a great asset to our department."

Riouse/Nichols moved to approve the promotion of **Curtis J. Weldy** from the rank of Lieutenant to the rank of Captain, retroactive to Sept. 16, 2022. Motion passed 3-0.

After the Board's approval, Deputy Mayor Brinson swore in Curtis J. Weldy as a Goshen Police Captain.



6) Police Department: Presentation of Life saving Award to Officer Paige Hershberger #209

Police Chief José Miller informed the Board that he was presenting Officer Paige Hershberger a Life Saving Award for her quick response that resulted in the saving of a life on Sept. 3, 2022 – an incident he said was unknown to the Police Department until it was brought to light because of a Facebook post.

Chief Miller said on Sept. 3, 2022, Officer Hershberger responded to a call for a possible overdose. Upon arrival, the male subject was unresponsive and stopped breathing. Chief Miller said Officer Hershberger immediately began chest compressions and the subject began breathing slightly. Medics arrived and began treatment on the male subject and later transported him to Goshen General Hospital for further medical treatment.

Chief Miller said that without the quick actions by Officer Hershberger the situation could have ended in a different manner. The Chief added, "I would like to personally thank Officer Hershberger for her actions and am proud to have officers such as her on the Goshen Police Department."

After his remarks, Chief Miller presented Officer Hershberger with a Life Saving Award. There was no Board action because this was an information-only item. In the Mayor's absence, **Deputy Mayor Brinson** thanked Officer Hershberger and all Goshen officers for their service to the community.

7) St. John The Evangelist Catholic Church request: Approve the partial closure of 3rd Street on Sept. 24, 2022 for the annual parish fall festival

Jonathan Evangelista, pastoral associate for St. John the Evangelist Catholic Church, asked the Board to approve the partial closure of 3rd Street on Sept. 24, 2022 for the church's annual parish fall festival.

Evangelista said the festival will be held on the grounds of the church (school parking lot). In order to safely allow parishioners to enjoy the festival; Evangelista asked the Board's permission to block part of 3rd street from 10 a.m. until 10 p.m. when the event will be completed. In response to a question from the **Deputy Mayor,** Evangelista said the church will be coordinating the use of barricades with the City Street Department.

Riouse/Nichols moved to approve the partial closure of 3rd Street on Sept. 24, 2022, from 9 a.m. until 10 p.m., for the church's annual parish fall festival. Motion passed 3-0.

8) Legal Department: City leaf storage agreement with Ozinga Ready Mix Concrete, Inc.

Brandy Toms, a paralegal with the City Legal Department, asked the Board to approve and authorize the Mayor to execute the Leaf Storage Agreement with Ozinga Ready Mix Concrete, Inc.

Toms said according to the agreement, the City will lease space from Ozinga Ready Mix Concrete, Inc. at 1700 Egbert Avenue to store leaves for the 2022 leaf pick-up season. The rental is \$10.00 per month.

Riouse/Nichols moved to approve and authorize the Mayor to execute the Leaf Storage Agreement with Ozinga Ready Mix Concrete, Inc. Motion passed 3-0.

9) Legal Department: Agreement with Eaton Corporation for Reconditioning of breakers for the wastewater treatment plant at a cost of \$66,560, plus shipping costs

Brandy Toms, a paralegal with the City Legal Department, asked the Board to approve and authorize Mayor Stutsman to execute the agreement with Eaton Corporation for the reconditioning of five breakers previously evaluated with the total cost being \$66,560, plus shipping costs to return the breakers to City.

Toms said the agreement with Eaton Corporation is for the second phase of five old breakers recently replaced by the waste water treatment plant.



Toms said this final phase constitutes the reconditioning of the breakers for use as emergency replacements should the need ever arise. Eaton will be paid a total sum of \$66,560.00 for the reconditioning plus any shipping costs to return the breakers to City once reconditioning is finished.

Riouse/Nichols moved to approve and authorize Mayor Stutsman to execute the agreement with Eaton Corporation for the reconditioning of five (5) breakers previously evaluated with the total cost being \$66,560 plus shipping costs to return the breakers to City. Motion passed 3-0.

10) Engineering Department: Approve lane restrictions on Greene Road, High Street, Alley 256, West Avenue and Indiana Avenue, Sept. 20 through Sept. 29, 2022, for the installation of fiber conduit.

City Director of Public Works & Utilities Dustin Sailor told the Board that **David Talbot**, senior project manager for TCS Communications, LLC, wanted to request approval of lane restrictions on Greene Road, High Street, Alley 256, West Avenue and Indiana Avenue, Sept. 20 through Sept. 29, 2022, for the installation of fiber conduit.

Talbot said TCS Communications, LLC, which is working for Frontier Communication, needs lane restrictions to bore fiber conduit across city streets. A lane will be restricted, as the existing utilities are exposed, to prevent damage during the boring process.

Location of street crossings:

- 1) Greene Road at Berkey Avenue (9/20 - 9/22)
- 2) High Street at Pike Street (9/21 - 9/23)
- 3) Chicago Avenue at Denver Street (9/22 - 9/26)
- 4) Chicago Avenue at Wilkinson Street (9/23 - 9/27)
- 5) Indiana Avenue and Dewey Avenue at Lincoln Avenue (9/26 - 9/28)
- 6) West Avenue, alley at Dewey Avenue (9/26- 9/28)
- 7) Berkey Avenue at Indiana Avenue (9/27 - 9/29)

Riouse/Nichols moved to approve lane restrictions on Greene Road, High Street, Alley 256, West Avenue and Indiana Avenue, Sept. 20 through Sept. 29, 2022, for the installation of fiber conduit. Motion passed 3-0.

11) Halloween information item: Mayor Stutsman has recommend that the trick-or treating hours for 2022 be 5:30-8 p.m. on Oct. 29, 2022

Deputy Mayor Brinson announced that Mayor Stutsman has recommended that the City of Goshen's hours for trick-or-treating for 2022 be 5:30 to 8 p.m. on Saturday, Oct. 29.

In response to a question from **Deputy Mayor Brinson**, **City Attorney Stegelmann** said this was an information-only agenda item with no Board action required.

12) Engineering Department: Approve partial closure of Reliance Road on Sept. 22, 2022

City Civil Traffic Engineer Josh Corwin presented the Board with a memorandum (EXHIBIT 1) seeking approval for the closure of Reliance Road, between Peddlers Village Road and US 33, on Thursday, Sept. 22.

Corwin said Selge Construction has notified the Engineering Department of the requested road closure for site development and the connection of a sewer and water main for the Elkhart County Courthouse.

Riouse/Nichols moved to approve the closure of Reliance Road, between Peddlers Village Road and US 33, on Thursday, Sept. 22. Motion passed 3-0.



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

Deputy Mayor Brinson opened Privilege of the Floor at 2:27 p.m. There were no public comments, so Deputy Mayor Brinson closed Privilege of the Floor at 2:28 p.m.

As all matters before the Board of Public Works & Safety were concluded, Riouse/Nichols moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 3-0.

Deputy Mayor Brinson adjourned the meeting at 2:28 p.m.

EXHIBIT #1: Memorandum, dated Sept. 19, 2022, from the City Engineering Department to the Board of Works & Safety requesting the closure of Reliance Road, between Peddlers Village Road and US 33, on Thursday, Sept. 22. Selge Construction requested the closure for site development and the connection of a sewer and water main for the Elkhart County Courthouse. City Civil Traffic Engineer Josh Corwin presented the memo and made the request during the Board's consideration of walk-in agenda item 12) Engineering Department: Approve partial closure of Reliance Road on Sept. 22, 2022.

APPROVED

Deputy Mayor Brinson, Chair of the Sept. 19, 2022 meeting

Mayor Jeremy Stutsman

Michael Landis, Member



Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

ATTEST

Richard R. Aguirre, City of Goshen Clerk-Treasurer



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
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September 26, 2022

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Police Department Conditional Offer of Employment to Tyler Douglas Smoker

On behalf of the Police Department, it is recommended that the Board extend a conditional offer of employment to Tyler Douglas Smoker, as well as approve and authorize the Mayor to execute the attached Conditional Offer of Employment Agreement.

The agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Police Department as a probationary patrol officer which includes being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. The agreement also provides for payment of a hiring bonus as Tyler has completed the Tier I basic training requirements, has active certification with the Indiana Law Enforcement Training Board, and has been employed with another Indiana law enforcement agency for at least one year within the last twelve months.

The Police Department will request the Board to confirm the offer of employment when a position opening becomes available in the Department.

Suggested motions:

- (1) Move to extend a conditional offer of employment to Tyler Douglas Smoker as a probationary patrol officer.
- (2) Move to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Tyler Douglas Smoker which includes the payment of a hiring bonus.

GOSHEN POLICE DEPARTMENT CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on _____, 2022, which is the date of the last signature set forth below, by and between **Tyler Douglas Smoker** ("Smoker") and **City of Goshen, 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, City and Smoker agree as follows:

PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Smoker employment as a probationary patrol officer of the Goshen Police Department. Smoker accepts City's conditional offer of employment. City does not have a current position available in the Goshen Police Department. City and Smoker understand and agree that the offer of employment is contingent upon the following:

- (1) A personnel vacancy in the Goshen Police Department rank and file must exist. Smoker understands that currently no vacancy exists in the rank and file of the Police Department. Although the Police Department is initiating the pension physical and psychological testing, Smoker understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of police officers.
- (2) Smoker must and agrees to submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Smoker understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the initial cost for Smoker to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at Smoker's expense.
- (4) InPRS will determine whether Smoker has any Class 3 excludable conditions. Smoker understands that if InPRS finds that Smoker has any Class 3 excludable conditions, Smoker will be prevented from receiving certain Class 3 impairment benefits for a certain period of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout Smoker's employment if the disability is related to the Class 3 excludable

condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

- (5) City and Smoker understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund. City will confirm its offer of employment to Smoker if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen Police Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Smoker accepts City's withdrawal and this agreement shall be terminated.

HIRING BONUS

- (1) City agrees to pay a hiring bonus upon Smoker's commencement of employment provided that Smoker meets the following prerequisites:
 - (a) Smoker has successfully completed the minimum Tier I basic training requirements established by the Indiana Law Enforcement Training Board;
 - (b) Smoker has an active certification with the Indiana Law Enforcement Training Board;
 - (c) Smoker has separated from another Indiana law enforcement agency as an active reserve officer or a paid police officer within twelve (12) months of accepting the employment offer with the City (within twelve (12) months of the date of this agreement);
 - (d) Smoker has served with the other Indiana law enforcement agency as an active reserve officer or paid police officer for a minimum of one (1) year; and
 - (e) Smoker will be a first-time employee of the Goshen Police Department as a police officer.
- (2) By execution of this agreement, Smoker certifies that Smoker meets the prerequisites set forth in paragraph (1).
- (3) Upon commencement of employment, City agrees to pay Smoker a hiring bonus payment of Eight Thousand Dollars (\$8,000) over Smoker's first five (5) years of employment with the City as follows:
 - (a) Two Thousand Dollars (\$2,000) shall be paid upon Smoker's date of hire;
 - (b) Two Thousand Dollars (\$2,000) shall be paid upon Smoker's second employment anniversary date with City; and
 - (c) Four Thousand Dollars (\$4,000) shall be paid upon Smoker's fifth employment anniversary date with City.
- (4) Upon commencement of employment, City agrees to pay Smoker a base wage equal to the base wage paid to a patrol officer as set forth in the current salary ordinance. In addition, Smoker shall be credited with forty-five (45) hours of paid sick leave.

- (5) Smoker's appointment shall be probationary for a period not to exceed one (1) year. The Police Chief may recommend to the Goshen Board of Public Works and Safety that Smoker receive permanent appointment at any time within the probationary period.
- (6) In the event that Smoker voluntarily leaves city employment or is terminated for cause prior to Smoker's second employment anniversary date, Smoker agrees to repay City the hiring bonus payment of Two Thousand Dollars (\$2,000) paid under paragraph (3)(a). No repayment will be due City if Smoker leaves city employment due to disability or illness which make it impractical to continue to serve as a police officer in the foreseeable future, or death.
- (7) Smoker's repayment to City under paragraph (6) is due within thirty (30) days of Smoker's last day of employment with City. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after Smoker's last day of employment with City.
- (8) Smoker shall forfeit any future hiring bonus payments under paragraphs (3)(b) or (3)(c) if:
 - (a) Any disciplinary action in excess of a written warning is taken against Smoker at any time during the first five (5) years of employment; and
 - (b) Smoker receives a performance evaluation with a score less than thirty-two (32) after Smoker's first year of employment.

AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

INDIANA LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

Tyler Douglas Smoker

Date: _____

Jeremy P. Stutsman, Mayor
City of Goshen, Indiana

Date: _____



**COMMUNITY DEVELOPMENT BLOCK GRANT
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety
FROM: Theresa Cummings, Community Development Specialist
DATE: September 26, 2022
RE: Approval of 2022 Community Development Block Grant (CDBG) Agreement

Please approve the following CDBG agreement for Program Year 2022, and authorize the Mayor to sign the agreements:

<u>Housing Grant</u>	
Lacasa, Inc. – owner occupied housing rehab	\$59,000
Housing Grant Total	\$59,000

The housing grant will be used for the ongoing owner-occupied housing rehab program.

Agreement is attached for your reference.

Suggested motion: To approve the CDBG agreement for owner occupied housing rehabilitation in the Program Year 2022, and authorize the Mayor to sign the grant Agreement.

CITY OF GOSHEN
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FOR OWNER-OCCUPIED HOUSING REHABILITATION
Program Year 2022: July 1, 2022-June 30, 2023

This Housing Rehabilitation Agreement (the “Agreement”) is entered into by and between the City of Goshen, Indiana (the “City”) and LaCasa, Inc. (the “Sub-Recipient”), an Indiana not-for-profit corporation, as of this 26th day of September, 2022.

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Claims will be limited to the sum of Fifty Nine Thousand Dollars (\$59,000.00) for the rehabilitation project. This amount includes miscellaneous project expenses which will be incurred by the City (e.g., professional services). The maximum CDBG contribution per owner-occupied project shall not exceed Ten Thousand Dollars (\$10,000). Single projects One Thousand Five Hundred Dollars (\$1,500.00) or less may be funded to meet the needs of low- and moderate-income families without lien or grant restrictions, up to a maximum total of Six Thousand Dollars (\$6,000.00) in the current project year. Sub-Recipient may spend an additional up to 20% of the claimed hard project costs for direct project administration. Project administration includes but is not limited to the following activities:

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

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

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

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

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

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

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

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

4. City Responsibilities. City agrees:

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

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

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

6. Term of Agreement.

(a) The term of this Agreement shall run from and including the 1st day of July 2022 through and including the 30th day of June 2023. All of Sub-Recipient's claims to release funds from the CDBG program shall be submitted to the City no later than the day specified by the CDBG Administrator near the end of the contract period, approximately June 8, 2023, so that all claims can be paid within the contract year, except as needed to complete projects, including the associated reporting and paperwork, extending the term of the contract no longer than the end of calendar year 2023.

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

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

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

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

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

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

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

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

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

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

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

14. Default.

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

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

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

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

SUB-RECIPIENT:

LACASA, INC.

By: _____
Chris Kingsley
President

ATTESTED:

By: _____

Printed: _____

Title: _____

CITY:

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

By: _____
Jeremy P. Stutsman, Mayor

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

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

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

DEFERRED PAYMENT LOAN

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

2022 Income Guidelines

HUD Income Limits Effective April 18, 2022
 Goshen, Indiana
 FY 2022 Median Family Income \$83,600

	Income Limits							
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
≤30%	\$15,900	\$18,310	\$23,030	\$27,750	\$32,470	\$37,190	\$41,910	\$46,630
31-50%	\$26,450	\$30,200	\$34,000	\$37,750	\$40,800	\$43,800	\$46,850	\$49,850
51-80%	\$42,300	\$48,350	\$54,400	\$60,400	\$65,250	\$70,100	\$74,900	\$79,750

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

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

Exhibit B

SCOPE OF SERVICES

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

Exhibit C

Housing Policy Owner-Occupied Housing Improvement Priorities

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

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

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

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

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

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

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

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

1. Heating
2. Plumbing
3. Electrical

Fifth Priorities include interior aesthetics.

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

Exhibit D

Rehabilitation Program Process, LaCasa of Goshen, Inc.

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

Exhibit E

I. Administrative Requirements

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

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

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service, and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Close-Outs

The Sub-recipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), final close-out reports and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

6. Audits and Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

D. Procurement

1. Compliance

The Sub-recipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provide herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards

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

3. Travel

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

II. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with all local and State of Indiana civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section

104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.

The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (PL 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Equal Opportunity

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

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

2. Access to Records

The Sub-recipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker’s representative of the Sub-recipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

5. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kickback Act (18 USC 874 *et seq.*) and its implementing regulations of the US Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Sub-recipient and any of the Sub-recipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Sub-recipient and any of the Sub-recipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons

residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

b) Notifications

The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining Agreement, or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a) Approvals

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

b) Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process

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

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the USC.

4. Conflict of Interest

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

- a) The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered person who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Sub-recipient, the City, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly:
- d) Lobbying Certification:
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

III. Environmental Conditions

A. Air and Water

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

- Clean Air Act, 42 USC, 7401 *et seq.*
- Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended, 1318 relating to

inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

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

D. Historic Preservation

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

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

IV. General Conditions

A. Responsibilities

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

Exhibit F

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

Thursday NOON	Deadline to submit claims to CDBG Administrator for processing the following week
Friday	CDBG Administrator Review of Claim: Incomplete claims will be held until all required information is received
Monday (Week 1)	CDBG Administrator Reporting in HUD's online system for each claim (required before a claim may be processed)
Tuesday AM Tuesday PM	First drawdown authorization by CDBG Administrator Voucher submitted by CDBG Administrator to Clerk Treasurer's Office
Wednesday Wednesday, 5pm	Second drawdown authorization by Clerk Treasurer's Office Deadline for claim to be processed by Clerk Treasurer's Office for Board of Works
Monday (Week 2)	Claim approved and signed by Board of Works – all CDBG vouchers must be hand-signed by BOW members
Tuesday	Check written by Clerk Treasurer's Office

Exhibit G
Tax Exempt Status

Internal Revenue Service
Director, Exempt Organizations
Rulings and Agreements

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

Date: **JAN 28 2003**

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

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

Dear Sir or Madam:

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

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

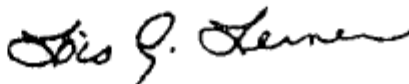
Your exempt status under section 501(a) of the Internal Revenue Code, as an organization described in section 501(c)(3) remains in effect.

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

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

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

Sincerely,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

cc: Randall M. Jacobs



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

To: Goshen Board of Public Works and Safety
From: Bodie J. Stegelmann
Subject: Amendment to the Agreement with Teamsters Local Union No. 364
Date: September 26, 2022

The City and the Teamsters Local Union No. 364 entered into an Agreement on December 19, 2020, for the term beginning January 1, 2021 through December 31, 2023. The parties wish to amend the agreement to increase the wage rates for the Union job classifications in pay category A with the new rates effective for the Mechanics in Union Category A effective August 12, 2022, and for the SCADA Operator Technicians in Union Category A effective September 23, 2022. The wage rates would remain the same for pay category A in 2023.

Suggested Motion:

Move to approve and authorize Mayor Stutsman to execute the Amendment to the Agreement with the Teamsters Local Union No. 364 to increase the wage rates for the Union job classifications in pay category A with the new rates effective August 12, 2022, for the Mechanics in Union Category A and effective September 23, 2022, for the SCADA Operator Technicians in Union Category A, conditioned on the City of Goshen Common Council adopting Ordinance 5133.

**AMENDMENT TO THE AGREEMENT BETWEEN
CITY OF GOSHEN**

AND

TEAMSTERS LOCAL UNION NO. 364

THIS AMENDMENT is made and entered into on the _____ day of _____, 2022, which is the last signature date set forth below, by and between the City of Goshen, hereinafter referred to as the “Employer” or “City”, and the Teamsters Local Union No. 364, affiliated with the International Brotherhood of Teamsters of America, hereinafter referred to as the “Union”.

WHEREAS City and Union entered into an Agreement on December 19, 2020, effective on January 1, 2021, and continuing through December 31, 2023.

WHEREAS the parties entered into an Amendment to the Agreement on October 11, 2021 to increase the wage rates for all Union job classifications by 3.5% for 2022 and by 3.5% for 2023.

WHEREAS in order to retain current employees and recruit candidates to fill vacancies in certain Union job classifications, City and Union wish to increase the wage rates for the Union job classifications in Union Category A.

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, as amended, and under the terms, conditions, and mutual covenants of this Amendment, the parties agree to increase the wage rates for the Mechanics in Union Category A effective August 12, 2022, and for the SCADA Operator Technicians in Union Category A effective September 23, 2022, with the wage rates remaining the same in 2023, as set forth in revised Exhibit E – 2022 Wages and Exhibit F – 2023 Wages as attached to this Amendment.

All other provisions of the original Agreement, as amended October 11, 2021, and not affected by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, City and Union, by and through their duly authorized officers and representatives, have executed this Amendment on the dates as set forth below.

CITY OF GOSHEN

TEAMSTERS LOCAL UNION NO. 364
affiliated with the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS OF AMERICA

Jeremy P. Stutsman, Mayor

Robert R. Warnock, III, President

Date Signed: _____

Date Signed: _____

EXHIBIT E - 2022 Wages

(As amended in 2022)

UNION CATEGORY	0 to 1 YEAR	1 YEAR to 3 YEARS	OVER 3 YEARS
A	\$28.00	\$30.00	\$32.00
B	\$22.16	\$24.18	\$26.18
C	\$21.63	\$23.93	\$25.53
D	\$21.15	\$23.40	\$25.21
E	\$20.48	\$22.70	\$24.31

EXHIBIT F - 2023 Wages

(As amended in 2022)

UNION CATEGORY	0 to 1 YEAR	1 YEAR to 3 YEARS	OVER 3 YEARS
A	\$28.00	\$30.00	\$32.00
B	\$22.94	\$25.03	\$27.10
C	\$22.39	\$24.77	\$26.42
D	\$21.89	\$24.22	\$26.09
E	\$21.20	\$23.49	\$25.16



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

September 26, 2022

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Agreement for the installation of a new Spacepac unit in the Annex Building.

Attached for the Board's approval and authorization for Mayor Stutsman to execute is an agreement with Crist, Inc for the installation of a new Spacepac unit in the Annex Building. Crist, Inc will be paid \$6,604 that includes the cost of the unit and installation.

Suggested Motion:

Approve and authorize Mayor Stutsman to execute the agreement with Crist, Inc., for the installation of a new Spacepac unit in the Annex Building at a cost of \$6,604.

AGREEMENT

With Crist, Inc for the Replacement of a Spacepac located in the Annex Building above Building Inspectors Office

THIS AGREEMENT is entered into on _____, 2022, which is the last signature date set forth below, by and between **Crist, Inc** (“Contractor”), whose mailing address is **County Road 13, Nappanee, IN 46550**, 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. Contractor Duties

Contractor shall provide City the following work which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to replace the complete Spacepac Unit #4 (the “Unit”) in the Building Inspector’s Office (hereinafter referred to as “Duties”). Contractor’s Duties under this agreement include:

- (A) Remove old Unit and leave with City for a parts unit.
- (B) Install a new Spacepac 45ESP3642JH4MB J series air handler with coil.
- (C) Rework condensate, electrical and ductwork as needed to change out the Unit.
- (D) Recharge and adjust the refrigerant system.
- (E) Remove any waste and clean work area.

If this system does not operate at the static pressure mandated by the manufacture, the alterations made to the duct system will be an additional cost not included in the estimated price.

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City.

Section 3. Compensation

- (A) City agrees to compensate Contractor the sum of Six Thousand Six Hundred Four Dollars (\$6,604) for performing all Duties.

Section 4. Payment

- (B) Payment shall be upon City's receipt of a detailed invoice from Contractor. 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 Goshen Maintenance Department
Attn: Jeff Halsey
204 East Jefferson Street
Goshen, IN 46528

- (C) 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.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Licensing/Certification Standards

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the work performed by Contractor pursuant to this agreement.

Section 6. Warranty

Contractor will warranty all labor perform pertaining to the installation of the spacepac for one (1) year from date of installation. All equipment comes with a manufactures' warranty of one (1) year.

Section 7. Independent Contractor

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

Section 8. Non-Discrimination

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code §22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, 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) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code §22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 10. Contracting with Relatives

Pursuant to Indiana Code §36-1-21, if the Contractor 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 Contractor certifies that Contractor 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, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code §5-22-16.5-8.

Section 12. Indemnification

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

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

Section 14. 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 15. Default

- (A) If Contractor fails to perform the work or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the

default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

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

Section 16. Termination

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work completed 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 Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 17. 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

Contractor: Crist, Inc
Attention: Office Manager

68489 County Road 13
Nappanee, IN 46550

Section 18. Subcontracting or Assignment

Contractor 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 Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

Section 19. 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 20. 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 21. Applicable Laws

- (A) Contractor 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) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the work. Failure to do so maybe deemed a material breach of agreement.

Section 22. 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.
- (C) 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.
- (D) 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 23. 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 24. 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 25. Entire Agreement

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

Section 26. Authority to Bind Contractor

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

Crist, Inc

Jeremy P. Stutsman, Mayor

Date Signed: _____

Printed: _____

Title: _____

Date Signed: _____



Marvin Shepherd, Manager
Water Quality

CITY OF GOSHEN

308 North 5th Street • Goshen, IN 46528-2802

Email marvshepherd@goshencity.com

Phone (574) 534-5306 • Cell (574) 349-0485 • TDD (574) 534-3185

September 15, 2022

Goshen Utilities will start the fall hydrant flushing program beginning Monday October 10th, 2022 through Friday October 15th, weather permitting.

From Monday, October 10th through Friday, October 14, we will be flushing during daylight hours from 8:30 a.m. to 3:30 p.m. in the upper pressure zone, which is everything northeast of U.S. 33 and the Norfolk Southern tracks.

Also, on Monday, October 10th, we will start our night-time flushing from 9 p.m. to 6 a.m. between North Greene Road heading west to the city limits and between the Norfolk Southern tracks to the city limits south.

On Tuesday, October 11th, we will start flushing from 9 p.m. to 6 a.m. between Cottage Avenue and 10th Street between the Norfolk Southern tracks south to the city limits, and between Lincolnway East and the Norfolk Southern tracks heading east to the city limits.

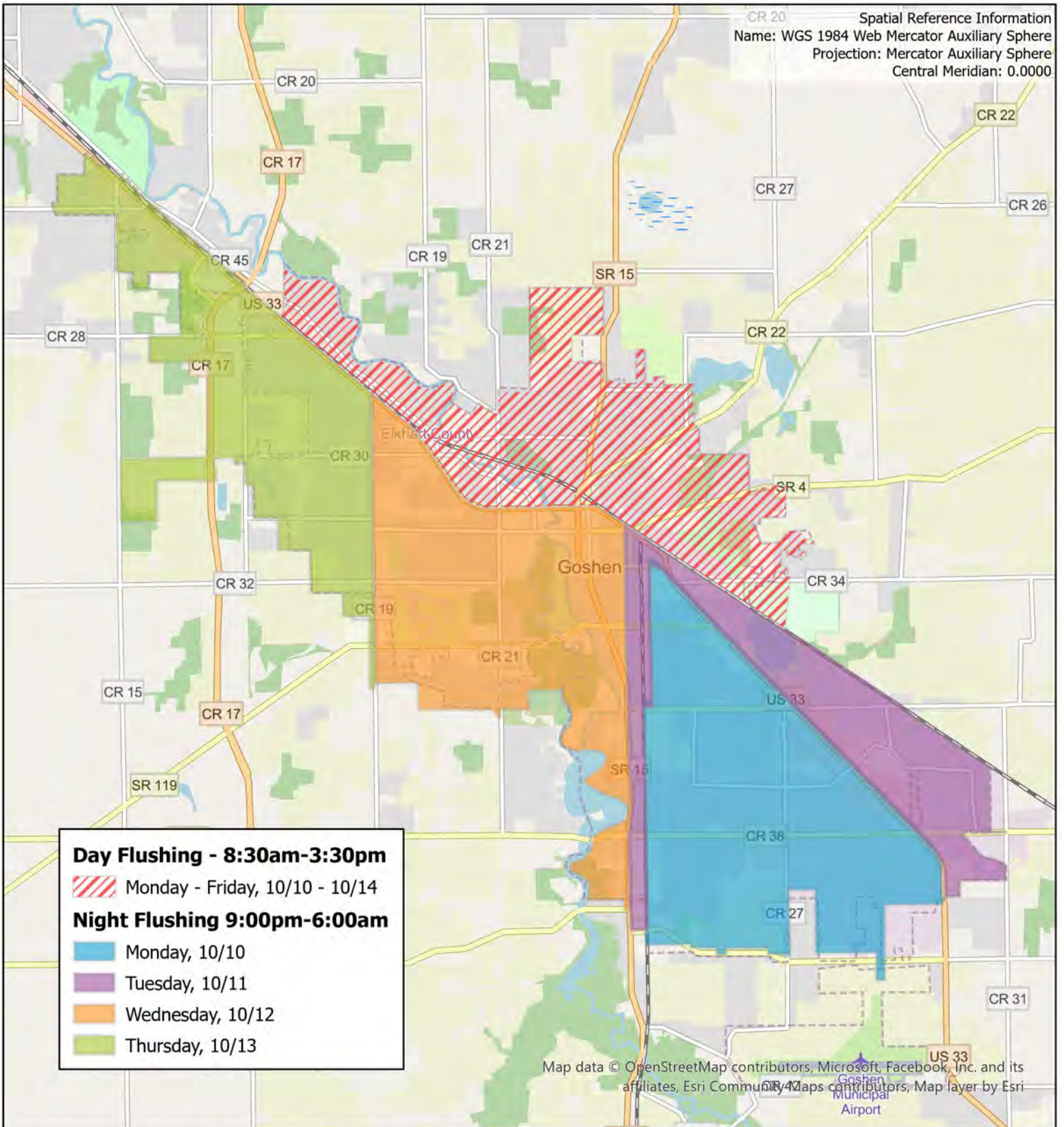
On Wednesday October the 12th, we will start flushing from 9 p.m. to 6 a.m. between Pike Street and the city limits south and between North Greene Road and Cottage Avenue.

On Thursday October 14th, from 9 p.m. to 6 a.m. We will be flushing between Norfolk Southern and the city limits to the south, between North Greene Road to the city limits to the west.

We ask that you avoid doing laundry on the day we are close to your home, due to the rust that we are removing from the water mains. If you do have a problem with your laundry, please call us and we will have some special soap for you.

If you have any questions or concerns contact our office at 574-534-5306

Spatial Reference Information
 Name: WGS 1984 Web Mercator Auxiliary Sphere
 Projection: Mercator Auxiliary Sphere
 Central Meridian: 0.0000

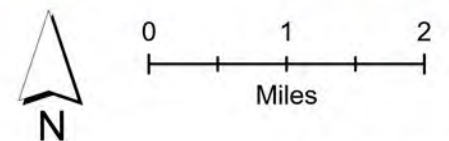


Day Flushing - 8:30am-3:30pm
 Monday - Friday, 10/10 - 10/14
Night Flushing 9:00pm-6:00am
 Monday, 10/10
 Tuesday, 10/11
 Wednesday, 10/12
 Thursday, 10/13

Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri

City of Goshen - Water & Sewer Department

2022 Hydrant Flushing Schedule



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.

Created 9/20/2022

The City of Goshen
 Department of Public Works &
 Safety Office of Engineering
 204 East Jefferson Street, Goshen, Indiana 46528
 Phone: 574-534-2201 Fax: 574-533-8626



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety
FROM: Goshen Engineering Department
RE: **EISENHOWER DRIVE SOUTH – ROAD CLOSURE (JN: 2022-2004)**
DATE: September 26, 2022

Beer & Slabaugh requests the closure of Eisenhower Drive South, at 1778 Eisenhower Drive South, between Messick Drive and Dierdorff Road from Monday, October 3, to Thursday, October 6, 2022. The street will be closed in order to install new water taps for the Genesis Plant 10 site development.

Access for local traffic for all businesses will be maintained. Traffic will be detoured via Dierdorff Road, Kercher Road, and Messick Drive, as shown on attached detour map. Appropriate traffic control devices will be utilized.

Requested motion: Move to approve closure of Eisenhower Drive South, at 1778 Eisenhower Drive South, from October 3 to October 6, 2022.

**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

Jeremy Stutsman, Mayor

Barb Swartley, Member

Mary Nichols, Member

DeWayne Riouse, Member

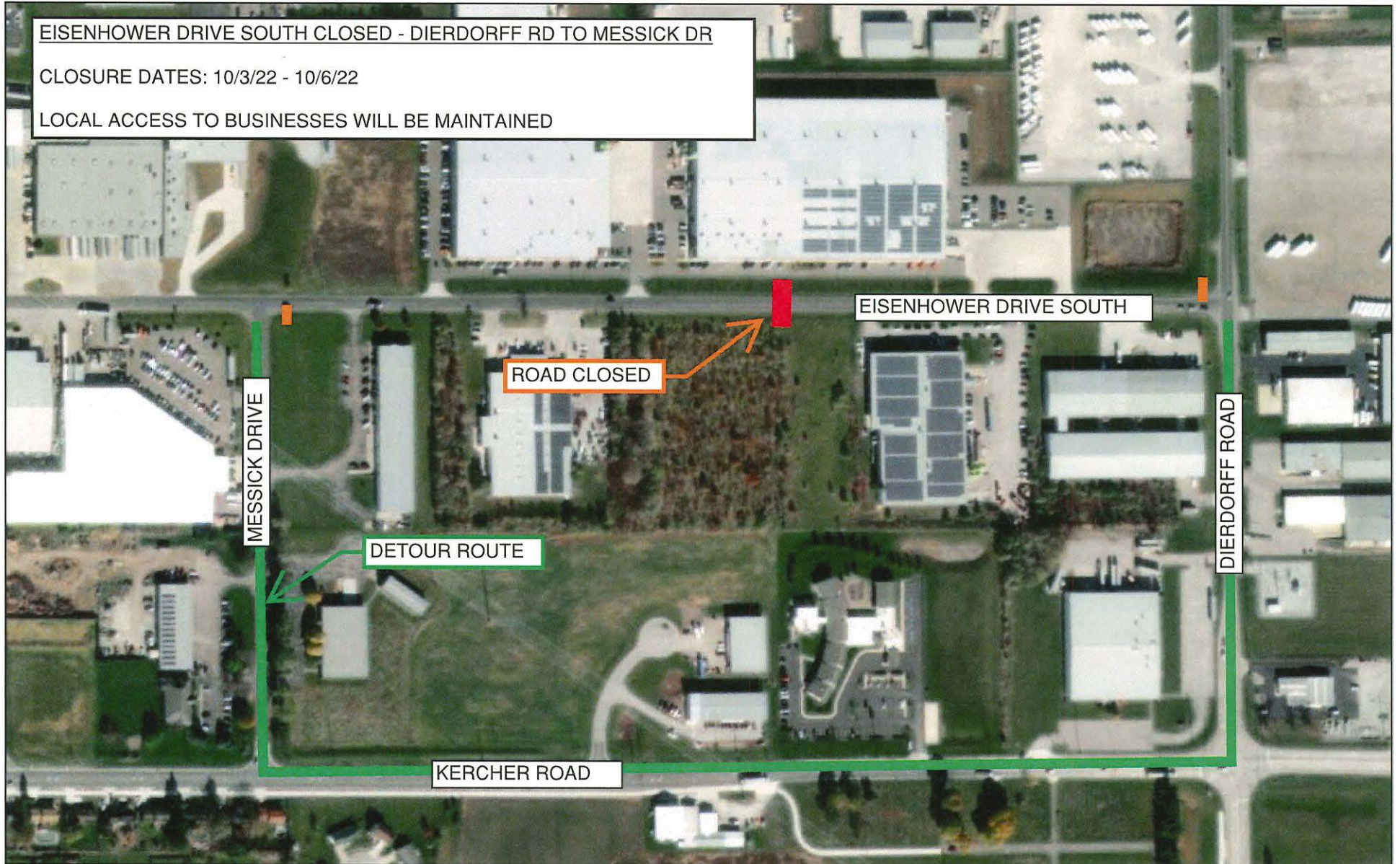
Michael Landis, Member

Eisenhower Drive S - Road Closure

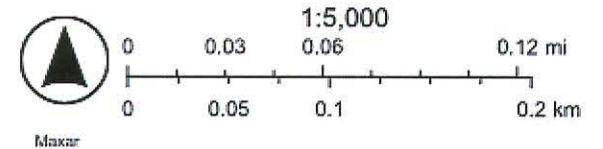
EISENHOWER DRIVE SOUTH CLOSED - DIERDORFF RD TO MESSICK DR

CLOSURE DATES: 10/3/22 - 10/6/22

LOCAL ACCESS TO BUSINESSES WILL BE MAINTAINED



9/23/2022





City Clerk-Treasurer

CITY OF GOSHEN

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

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

clerktreasurer@goshencity.com • www.goshenindiana.org

TO: Board of Public Works, Safety & Stormwater

FROM: Jeffery Weaver, Deputy Clerk-Treasurer

RE: Tyler Technologies Agreement Amendment

DATE: September 26, 2022

Attached for the Board's approval and execution is an amendment to the Tyler Technologies agreement approved by the Board on August 29, 2022.

The original agreement included one-time costs for an upgraded license, SAAS migration, new module implementation and training, and migration of the existing ERP Pro 9 (Incode) system to ERP Pro 10. The current contract does not specify when Tyler Technologies will begin invoicing for the new modules or SAAS migration. This amendment clarifies that invoicing will not begin until they are made available to users in the City of Goshen.

Requested motion:

Move to approve the Amendment to the Tyler Technologies contract, and authorize the Clerk-Treasurer to execute said Amendment.



AMENDMENT

This amendment (“Amendment”) is effective as of the date of signature of the last party to sign as indicated below (“Amendment Effective Date”), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 (“Tyler”) and the City of Goshen, with offices at 202 South 5th Street, Goshen, Indiana 46528 (“Client”).

WHEREAS, Tyler and the Client are parties to an agreement dated August 30, 2022 (“Agreement”); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

- 1. Section F – Term and Termination paragraph 1 is hereby deleted in its entirety and replaced with the following:

Term. The initial term of this Agreement equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the date Tyler makes the SaaS environment available to you, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

- 2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

City of Goshen, IN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



ORDER OF THE CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY

NOTICE OF CONTINUED HEARING

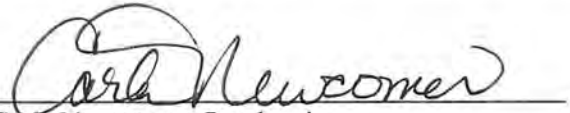
August 30, 2022

To: Jeanne Brunk
4442 Stribling Drive
Bealeton, VA 22712

William Davis
Davis & Roose
116 East Clinton Street.
Goshen, IN 46528-3204

RE: 1001 South 8th Street

The compliance hearing scheduled for Monday, September 12, 2022 will be continued until Monday, **September 26, 2022 at 2:00 p.m.** for the purpose of determining further compliance. The hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.



Carla Newcomer, Paralegal
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

Cc: Travis Eash
Myron Grise

**NOTICE OF HEARING OF THE CITY OF GOSHEN
BOARD OF PUBLIC WORKS AND SAFETY**

April 14, 2022

To: Jeanne Brunk
4442 Stribbling Drive
Bealeton, VA 22712

William Davis
Attorney at Law
116 East Clinton Street
Goshen, IN 46528

RE: Premises at 1001 S. 8th Street, Goshen, Indiana

You are hereby notified of a continuance of a Hearing before the City of Goshen Board of Public Works and Safety to **September 12, 2022 at 2:00 p.m.** in the Goshen City Court Room/Council Chambers at 111 E. Jefferson Street, Goshen, IN.

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe building and/or premises affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe building and/or premises, you must also supply City of Goshen Legal Department with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe building and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. The Legal Department is located at 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

Please direct any inquiries regarding this Notice of Hearing to:

Bodie Stegelmann
Goshen City Attorney
204 East Jefferson Street
Suite 2
Goshen, IN 46528
(574) 537-3854

ORDER OF THE CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY

NOTICE OF CONTINUED HEARING

February 28, 2022

To: Jeanne Brunk
4442 Stribling Drive
Bealeton, VA 22712

William Davis
Davis & Roose
116 East Clinton Street.
Goshen, IN 46528-3204

RE: 1001 South 8th Street

The compliance hearing scheduled for Monday, March 7, 2022 will be continued until Monday, **April 11, 2022 at 2:00 p.m.** for the purpose of determining further compliance. The hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.



Carla Newcomer, Paralegal
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

Cc: Travis Eash
Myron Grise

ORDER OF THE CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY

September 20, 2021

To: Jeanne Brunk
4442 Stribling Drive
Bealeton, VA 22712

Linda Coddington
4442 Stribling Drive
Bealeton, VA 22712

RE: Premises at 1001 S. 8th Street, Goshen, Indiana

As a person holding a substantial property interest in the real estate at 1001 S. 8th Street, Goshen, Indiana, you were served with an Order of the City of Goshen Building Department dated August 23, 2021 by Paralegal, Carla Newcomer who mailed the Order by certified mail with return receipt requested and by first-class mail on August 23, 2021.

This comes for a hearing before the City of Goshen Board of Public Works and Safety on September 20, 2021 to review the August 23, 2021 Order of the City of Goshen Building Department. The City of Goshen Building Department appears by Building Inspector Travis Eash. Jeanne Brunk and Attorney, William Davis from Davis and Roose also appear at the hearing.

Evidence was presented and arguments heard. The Board of Public Works and Safety being duly advised in the condition of the buildings and/or premises at 1001 S. 8th Street, Goshen, Indiana, now finds that the present condition of the buildings and/or premises are unsafe because the buildings and/or premises are in an impaired structural condition that makes it unsafe to a person or property. The premises is vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or ordinance

In particular, the Board finds that the present condition of the buildings and/or premises are in violation of the following sections of Title 6, Article 3, Chapter 1 of the Goshen City Code:

1. Multiple areas throughout the structure have cracks in the ceilings and walls (violation of Section 6.3.1.1 (b)).
2. The ceiling has collapsed inside the door on the east side of the structure from a significant roof leak. (violation of Section 6.3.1.1 (b)).
3. The floor inside the door on the east side of the structure is severely water damaged and will not hold the proper load required (violation of Section 6.3.1.1 (b)).
4. The foundation is cracked and there are large holes allowing rodents to enter the structure the structure is not weather tight allowing water to leak inside. (violation of Section 6.3.1.1 (b)).
5. There is chipping, peeling, and flaking paint throughout the structure (violation of Section 6.3.1.1 (g)).

6. Wiring in the structure is exposed and not secure (violation of Section 6.3.1.1 (a)).
7. There is trash and debris throughout the structure (violation of Section 6.3.1.1 (b)(1)).

The Board of Public Works and Safety affirms the original Order of the City of Goshen Building Department, except that the soffit has been repaired, and enters the Order as follows:

This hearing is continued to October 25, 2021. The outside of the premises must be cleared of any vegetation and debris before October 25, 2021 and the hearing set for October 25, 2021 will be to determine compliance.

Further, you are ordered to repair or rehabilitate the building per the timeline attached as Exhibit I submitted to the Board of Works and Safety to bring the premises into compliance. If you are in compliance with the Order to remove vegetation on October 25, 2021, the hearing will be continued until March 7, 2022 to determine compliance with the remaining issues.

In the event that you fail to comply with this Order, the City of Goshen may take action to make the required corrections which could result in a bill to you for the costs of such work, including, the actual cost of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Any such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

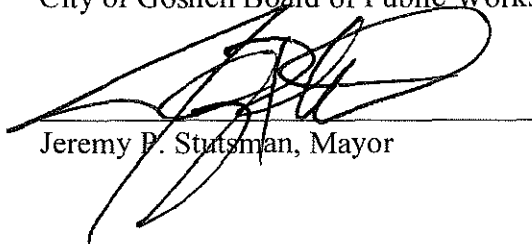
In the event that you fail to comply with this Order, the City of Goshen may pursue action in a court in Elkhart County to seek remedies allowed.

You are entitled to appeal these findings of facts and this Order to the Elkhart Circuit Court or Elkhart Superior Court by filing a verified complaint within ten (10) days of the date of this action. Should you fail to file a verified complaint within the specified period of time, then your right to appeal this action would be forfeited.

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe building and/or premises affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe building and/or premises, you must also supply City of Goshen Building Commissioner, Myron Grise with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe building and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Grise's office is located at 204 East Jefferson Street, Goshen, Indiana 46528, or you may contact him at (574) 534-2104. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Board of Public Works and Safety is issued on September 30, 2021.

City of Goshen Board of Public Works and Safety

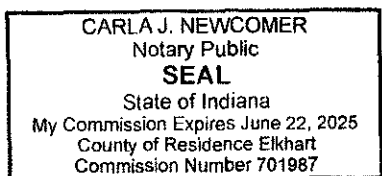


Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public, appeared the City of Goshen Board of Public Works and Safety by, Jeremy P. Stutsman, Mayor, and acknowledged the execution of the foregoing Order on September 30, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



County of residence: Elkhart

Notary Public: Carla J. Newcomer

Printed: Carla J. Newcomer

My commission expires: June 22, 2025

This instrument was prepared by Bodie J. Stegelmann, Goshen City Attorney, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Bodie J. Stegelmann).

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Order of the City of Goshen Board of Public Works and Safety dated 9/30/21 for the premises at 1001 S. 8th Street, Goshen, Indiana, was served upon:

Jeanne Brunk
4442 Stribling Drive
Bealeton, VA 22712

Linda Coddington
4442 Stribling Drive
Bealeton, VA 22712

on September 30, 2021.

Sending a copy by registered or certified mail to the residence, place of business, or employment of the person to be notified, with return receipt requested.

Sending a copy by regular first-class mail to the last known address of the person to be notified.



Carla Newcomer, Paralegal
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

Exhibit #1

Project Plan for 1001 S. 8th St., Goshen, IN		Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22
Sort & remove belongings							■	■
Transfer ownership by sale								■
Repair roof								
	Get estimates							
	Front entry				■			
	Bay window roof				■			
	Loose shingles					■		
	Rear flat roof sealed					■		
Repair front entry								
	Get estimates							
	Ceiling						■	■
	Floor						■	■
	Walls						■	■
	Closet						■	■
Repair water pipe leaks								
	Get estimates		■					
	Turn water on			■	■			
	Repair leaks						■	■
	Replace 2 toilets				■	■		
Repair heating								
	Get estimates		■					
	Find & repair leaks						■	■
	Fix boiler if needed						■	■
	Reactivate system						■	■
Walls								
	Scrape peeling paint						■	■
	Patch cracked plaster						■	■
Correct electric wiring problem noted by inspector May '21							■	■
Fill in foundation gaps							■	■
Key:								
■	Current owner							
■	Future owner							
■	Current/future owners							
		■	Contingency for possible delays due to weather, COVID-19, material or labor shortages/delays, illness, or other critical issues					