



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

### **Regular Meeting Agenda**

**2:00 p.m., December 4, 2023**

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 Gina Leichty**

#### **Approval of Minutes: November 20, 2023**

#### **Approval of Agenda**

- 1) Police Department request:** Approve the resignation of **Lt. Jared Ellison**, effective Dec. 23, 2023
- 2) Police Department request:** Approve the promotion of **Officer Warren C. O'Neal** from the rank of Sergeant to the rank of Lieutenant, effective Dec. 1, 2023
- 3) Police Department request:** Approve the hiring of **Austin Ray Whitford** for the position of probationary patrol officer effective today, Monday Dec. 4, 2023
- 4) Police Department request:** Approve the hiring of **Guadalupe Mendoza-Rivera** for the position of probationary patrol officer effective today, Monday Dec. 4, 2023
- 5) Resident request:** Approve gravel driveway for 504½ Hackett Road (**Adam Derstine**)
- 6) Legal Department request:** Pass and adopt Resolution 2023-39, Ratifying the Special Purchase of Services for Uniforms, Floormats, and Facility Maintenance Supplies for the City of Goshen from Cintas Corp through the State of Indiana QPA #15709
- 7) Legal Department request:** Ratify the execution of the lease agreement with JDC for the rental of a vactor necessary to repair filter 3 at the north well field
- 8) Legal Department request:** Approve and authorize Mayor Leichty to execute the Agreement with Baker Tilly US, LLP for Municipal Water Utility Advisory Services at a cost of \$102,500 plus additional expenses and actual time spent billed
- 9) Legal Department request:** Approve and authorize Mayor Leichty to execute the Agreement with Baker Tilly US, LLP to conduct a Municipal Sewage Works Asset Management Plan at a cost of \$25,000



**10) Legal Department request:** Approve Community Service Partnership Agreement with LaCasa of Goshen, Inc., providing \$27,250.00 to support its services and programs.

**11) Engineering Department request:** Approve the closure of Douglas Street, west of 10th Street, from Dec. 11, 2023 until March 8, 2024

**12) Stormwater Department request:** Approve and authorize the Board to execute the Agreement with Green Oaks of Goshen, LLC for the completion of the construction project at 282 Johnston Street

### **Privilege of the Floor**

#### **CITY OF GOSHEN STORMWATER BOARD**

**2:00 p.m., December 4, 2023**

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

**Members:** Mayor Leichty, Mike Landis and Mary Nichols

**13)** Accept the post-construction stormwater management plan amendment for the Lippert Components Building Addition 1206 Eisenhower Drive project

#### **CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:**

**2:00 p.m., December 4, 2023**

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

**Members:** Mayor Leichty, Mike Landis, Orv Myers, Mary Nichols, Barb Swartley

**14) Review of the Order of the City of Goshen Building Commissioner for 603 North 7th Street** (Cecil Bontreger, property owner)

**15) Review of the Order of the City of Goshen Building Commissioner for 111 South 29th Street** (Ronald E. Davidhizar, property owner)

**16) Review of the Order of the City of Goshen Building Commissioner for 702 North 6th St** (Ronald E. Davidhizar, property owner)

### **Approval of Civil City and Utility Claims**

### ***Adjournment***



## BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD MINUTES OF THE NOVEMBER 20, 2023 REGULAR MEETING

*Convened at 2 p.m. in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

**Present:** Mayor Gina Leichty, Mike Landis, Orv Myers, Barb Swartley and Mary Nichols

**Absent:**

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

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented the minutes of the Nov. 13, 2023 Regular Meeting prepared by Clerk-Treasurer Aguirre. Board Member Mary Nichols moved to approve the minutes as presented and the motion was seconded by Board Member Barb Swartley. Motion passed 5-0.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the meeting agenda as submitted by the Clerk-Treasurer. Board member Nichols moved to approve the agenda as presented and Board member Swartley seconded the motion. Motion passed 5-0.

### 1) Police Department presentation: Life Saving Award for Officer Tyler Schaaf

**Goshen Police Patrol Division Chief Ryan Adams** told the Board about the life-saving actions of **Officer Tyler Schaaf**. On Sept. 28, 2023, he said the Elkhart County 911 Center received an emergency call asking for help at the home of Dennis and Jeanette Keyser for a 72-year-old male who was suffocating while caught in a lift assist hoist. **Chief Adams** said Officer Schaaf received this call for help, arrived at the home in less than three minutes and ran into the home to assist. He said Officer Schaaf "took decisive action in cutting Mr. Keyser from the device and was able to ease Mr. Keyser to the floor, which allowed his airways to reopen." Officer Schaaf's lieutenant said Mr. Keyser had been stuck in the hoist for about 10 minutes and was no longer breathing before Officer Schaaf's arrival.

**Chief Adams** related that a Goshen Fire Department captain said Officer Schaaf actions "without a doubt, saved his life." When the medics arrived, Mr. Keyser was breathing and said to be alert and able to answer all questions from the medics appropriately by the time he was placed into the ambulance.

**Chief Adams** said Officer Schaaf's peer officers and members of the City Fire Department brought attention to Officer Schaaf's response to aid Mr. Keyser, indicating that his swift actions saved Mr. Keyser's life. "I have spoken with Mrs. Keyser several times since this life-saving event. She calls him Officer Tyler and refers to him as a hero."

**Chief Adams** said Officer Schaaf "truly showed what the 'serve' in 'Protect and Serve' means." He presented Officer Schaaf with the Police Department's Life Saving Award for actions which averted significant injury and/or saved the life of a person.

**Mayor Leichty** thanked **Officer Schaaf** for his work and said she was proud to have him on the police force.

**The audience applauded. There was no official Board action because this was a Police presentation.**

### 2) Police Department presentation: Life Saving Award for School Resource Officer Tara Powell

**Goshen Assistant Police Chief Shawn Turner** said the Goshen Police Department was presenting a Life Saving Award to School Resource Officer (SRO) Tara Powell., who he said was reluctant to accept the honor.



**Chief Turner** said on Monday, Nov. 6, 2023, SRO Powell was in the cafeteria at Goshen Intermediate School when her attention “was drawn to a student at the lunch table who was hunched over and appeared to be choking. The student was holding the front of their neck with both hands. The student was unable to speak and had turned pale after losing oxygen. The student could not swallow and was barely able to breathe.”

**Chief Turner** said SRO Powell “repeatedly conducted the Heimlich Maneuver on the student. This tried and true method eventually dislodged the obstruction, and the student began to get color back in their face. Even though the student was breathing, there was a fear more food could be lodged in their throat because the student was hoarse. SRO Powell had radioed the school nurse who called for an ambulance. The student was rushed to Goshen Hospital and has made a full recovery.”

**Chief Turner** concluded, “We are grateful for the decisive actions of SRO Powell, and we credit her with saving this student’s life. SRO Powell is indeed worthy of the recognition and is presented here today with a Life Saving Award.”

**Mayor Leichty** thanked **SRO Powell** for all she does for Goshen Community School students and for her quick actions and response in her life-saving action for the student.

**The audience applauded. There was no official Board action because this was a Police presentation.**

**3) Lacasa request: Approve the placement of a construction materials dumpster in the street parking spaces in front of The Hattle Apartments, 210 E Lincoln Ave., from Nov. 27 to Dec. 21, 2023**

**Aaron Lehman, the Housing Development Manager for Lacasa, Inc.,** told the Board that Lacasa was seeking permission to temporarily place a roll-off dumpster in the street parking in front of The Hattle Apartments at 210 E Lincoln Ave. He said workers would be removing debris, plaster, and old wood flooring from the basement of the building, using the direct basement to sidewalk stairway.

In his written request, **Lehman** said this work will take place from Nov. 27 through Dec. 21, 2023. He estimated that over the four weeks of demolition, two to four dumpsters will be required for the quantity of material present.

**Lehman** wrote that only one dumpster would be present in the street parking at a time. He estimated that two parking spots will be required for the dumpster, as Lacasa wants to maintain visibility for cars turning into and out of the alley beside the building. Workers will close the dumpster each evening and clean up all debris/trash from the pathway between the dumpster and the basement stairway.

**Lehman** also wrote that Lacasa wishes the demolition and clean up could be done more quickly, “but the nature of the basement and the stairway to the sidewalk will require this to be done largely by hand, walking the material up the stairs. We have been working with our tenants on this project and warned them that there would be construction dumpsters, but they are to continue using the usual residential dumpster behind the building.”

**City Director of Public Works & Utilities Dustin Sailor** said that with the dumpster being placed so close to the alley, he wanted to make sure there was enough visibility for vehicles exiting the alley. **Lehman** said the dumpster could be placed in one spot, allowing more visibility.

**Nichols/Swartley made a motion to approve the closure of two parking spaces in front of 210 East Lincoln Avenue for the placement of a dumpster from Nov. 27 to Dec. 21, 2023. Motion passed 5-0.**

**4) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement with Teamsters Local Union No. 364**

**City Attorney Bodie Stegelmann** told the Board that the City and the Teamsters Local Union No. 364 have concluded negotiations for a new agreement. He provided the following summary of changes from the last agreement:

**Effective Dates** – The agreement is effective from Jan. 1, 2024, through Dec.31, 2026.



**Wages** – Wages are increased 5% for 2024, 3% for 2025, and 3% for 2026. In the event that an additional source of income becomes available to the City in 2025 or 2026, either party may request to open wages for further negotiations for 2025 and 2026 by providing written notice to the other party of their intent to open discussion by May 15, 2024, for year 2025 and by May 15, 2025, for year 2026.

**Health Insurance** – The City will continue to pay 80% and the employee will continue to pay 20% of the weekly health insurance premium cost. The weekly premium rates are \$507.08 effective Dec. 31, 2023, \$532.40 effective Dec. 29, 2024, and \$564.30 effective Jan. 4, 2026.

**Compensatory Time** – Employees may elect to be paid any accumulated compensatory time in excess of forty (40) hours, with Department Head approval, taking into account budgetary issues.

**Holidays** – Each employee working a full year shall have at least twelve (12) holidays in a given year – if the Goshen Common Council recognizes less than twelve (12) holidays in a given year, each employee shall have floating holiday(s) to the extent that the sum of the holidays established by the Goshen Common Council, plus an employee's floating holiday(s) equal twelve (12).

**Vacations** – Vacation will be computed according to the following schedule:

<b>Length of Service.</b>	<b>Vacation.</b>
One (1) Year	Forty (40) Hours
Two (2) Years	Eighty (80) Hours
Five (5) Years	One hundred twenty (120) Hours
Ten (10) Years	One hundred sixty (160) Hours

*(This matches the Civil City schedule).*

An employee may take all but eighty (80) hours of his vacation allowance in separate four (4) hour segments, subject to Department Head Approval and adequate staffing on the days the employee seeks to use the vacation.

**Safety and Health** – The City shall pay up to Four Hundred Dollars (\$400.00) in reimbursement toward the cost to purchase or repair work shoes or inclement weather gear such as raincoats, Carhartts, or other gear associated with work duties every calendar year.

**Increment Pay** – Employees shall receive increment pay up to a maximum to Two Thousand Dollars (\$2,000.00).

**Commercial Driver's License** – An employee who has been assigned by a Department Head to train fellow employees in obtaining their CDL shall receive Two Dollars (\$2.00) per hour for all hours spent in such training.

**Schooling/Training** – The City shall pay for the actual costs of a motel/hotel if stay at a motel/hotel is required in order to attend schooling or training. The City will arrange for all motel/hotel accommodations at the hotel where the conference is held, if at all possible.

**Parks and Recreation Department Supplemental Agreement** – An employee who obtains both the Certified Pool & Spa Operator (CPO) and Certified Playground Safety Inspector (CPSI) certifications shall receive a total of Two Hundred Dollars (\$200.00) per year.

**Central Garage Supplemental Agreement**

**Tool Allowance** – A mechanic will be provided Seven Hundred Fifty Dollars (\$750.00) each year to purchase tools to be used in their employment. A mechanic who holds a Master Automotive Certification or Master Heavy Truck Certification will be provided Eight Hundred Fifty Dollars (\$850.00) each year to purchase tools to be used in their employment.

**Certification Bonus** – A Central Garage employee shall be entitled to receive a certification bonus as a certified Parts Specialist.

**Compensation Time** – Central Garage employees shall be allowed to accumulate up to forty (40) hours compensatory time.

**Nichols/Swartley made a motion to approve and authorize Mayor Leichty to execute the agreement with the Teamsters Local Union No. 364. Motion passed 5-0.**



**5) Stormwater Department request: Approve the Stormwater Department's request to purchase the 1.69 acres located in the 200-300 Block of South Indiana Avenue for the amount of \$25,000 and to approve the Mayor signing the purchase agreement**

**City Stormwater Coordinator Jason Kauffman** told the Board that after the historic February 2018 Flood, City of Goshen staff and elected officials worked together with staff from Christopher B. Burke Engineering to prepare a flood resilience plan to improve the City of Goshen's flood resilience moving forward. The flood resilience plan was adopted by the City Council on July 18, 2022, and since then City staff have been working to implement the plan. **Kauffman** said one strategy identified in the flood resilience plan is to protect undeveloped land within the floodplain and flood fringes of waterways flowing through the City. In November 2020, Tim Hershberger approached the City with interest in selling a property along the west side of Linway Lake and within the 200 to 300 block of South Indiana Avenue.

**Kauffman** said this property lies within the Elkhart River floodplain and its purchase would align with the desired implementation of the adopted flood resilience plan. An additional benefit is this property will provide the Goshen Parks and Recreation Department a public access to Linway Lake, which currently is only accessible through the private property of Linway Plaza.

**Kauffman** said the benefits of purchasing this property have been discussed by the Environmental Resilience, Legal, Parks & Recreation, Redevelopment, and Stormwater Departments and it was agreed to pursue the purchase of this property. The Stormwater Department has been working with Hershberger and the Goshen Legal Department to prepare a purchase agreement (included in the agenda packet) in the amount of \$25,000, to be paid for out of the Stormwater Department's 2023 budget.

**Kauffman** said the Goshen Stormwater Department was requesting that the Board approve moving forward with the purchase of this property.

**Nichols/Swartley made a motion to approve the Stormwater Department's request to purchase the 1.69 acres located in the 200-300 Block of South Indiana Avenue for the amount of \$25,000 and to approve the Mayor signing the purchase agreement. Motion passed 5-0.**

**6) Engineering Department request: Approve the balancing Change Order No. 7, decreasing the contract \$95,003.30, for a final contract amount of \$1,350,671.26 for the Crossing Subdivision Drainage project**

**City Director of Public Works & Utilities Dustin Sailor** told the Board he was submitting Change Order No. 7 for the Crossing Subdivision Drainage project (JN: 202-0033).

**Sailor** said Change Order No. 7 would reduce the current contract price by \$95,003.30, making the final contract amount \$1,350,671.26 – a 1.13% decrease under the original contract of \$1,366,090.23.

**Nichols/Swartley made a motion to approve the balancing Change Order No. 7, decreasing the contract \$95,003.30, for a final contract amount of \$1,350,671.26. Motion passed 5-0.**

**7) Engineering Department request: Deny modifying the intersection of Hackberry Drive and Sourwood Drive from a 2-way stop into an all-way stop**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that the City Engineering Department received a request to consider making the intersection at Hackberry and Sourwood drives into an "all-way stop" intersection with the addition of stop signs on Hackberry Drive. Currently, there are stop signs on Sourwood Drive with an additional sign stating, "Cross Traffic Does Not Stop."

In a memorandum to the Board, the **Engineering Department** indicated that according to the Indiana Manual on Uniform Traffic Control Devices (MUTCD):

***The following criteria should be considered in the engineering study for a multi-way STOP sign installation:***



A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes involve the failure or yield of the right-of-way, right-turn and left-turn collisions as well as right-angle collisions.

C. Minimum volumes:

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

D. Where no single criterion is satisfied, but where Criteria B, C. 1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C. 3 is excluded from this condition.

Staff from the **Engineering Department** wrote "incident reports with the police department show a total of 2 accidents in the past 12 months had occurred at or near the intersection. Neither of the accidents were due to failure or yield of the right-of-way. Without considering traffic volumes, the warrant is not met with the number of crashes alone. According to the MUTCD, a warrant describes a threshold condition based upon average or normal conditions that, if found to be satisfied as part of an engineering study, shall result in analysis of other traffic conditions or factors to determine whether a traffic control device or other improvement is justified."

**Sailor** said the request was considered at the November Traffic Commission meeting. Commissioners voted unanimously in denial of making the intersection into an all-way stop.

In introducing this item, **Sailor** said that since the Traffic Commission is only an advisory group, it has normally brought recommended approvals to the Board for final action. He said going forward, the Engineering Department also would be bringing recommended denials also to the Board for action.

**Mayor Leichty** asked if applicants in this case were informed that final action on recommended denials would be heard by the Board of Works. **Sailor** said that wasn't done in this case, but could be done in the future.

**Nichols/Swartley made a motion to deny modifying the intersection of Hackberry and Sourwood drives from a 2-way stop into an all-way stop. Motion passed 5-0.**

#### **8) Engineering Department request: Deny lowering the speed limit throughout the Ridgeview Place subdivision**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that after the Board's approval from the Sept. 25, 2023, meeting, a 30 mph speed limit sign was installed at the entrance of the Ridgeview Place subdivision. Following the installation of the speed limit sign, residents contacted the City Engineering Department again to request that the speed limit be lowered to 20 mph as they were unaware when making the original request for the sign, that the speed limit for an urban subdivision is 30 mph per the Federal Highway Administration and Indian Code 9-21-5.

**Sailor** said the request was considered at the November Traffic Commission meeting. Commissioners voted unanimously in denial of lowering the speed limit.

**Mayor Leichty** asked if this was a school walking pathway. **Sailor** said it is not; it's just a neighborhood with one way in and out. He added that if motorists are driving too fast, it is by people who live in the neighborhood.

**Nichols/Swartley made a motion to deny lowering the speed limit throughout the Ridgeview Place subdivision. Motion passed 5-0.**



**9) Engineering Department request: Deny the installation of deaf child awareness signs along Cottage Avenue**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that the City Engineering Department received a request for deaf child awareness signs along Cottage Avenue, on either side of 305 South Cottage Avenue, on behalf of a child with a hearing impairment.

**Sailor** said the request was considered at the November Traffic Commission meeting. Commissioners voted unanimously in denial of the deaf child awareness signs.

**Mayor Leichty** asked if the City has such signs. **Sailor** responded that it does, but said City staff may recommend that the Traffic Commission order their removal. He said the City isn't notified when the deaf child is no longer living in affected neighborhoods and are not considered effective.

**Nichols/Swartley made a motion to deny the installation of deaf child awareness signs along Cottage Avenue. Motion passed 5-0.**

**10) Engineering Department request: Approve the 2024 Transportation Asset Management Plan for submittal to INDOT through the Local Technical Assistance Program**

**City Director of Public Works & Utilities Dustin Sailor** introduced **City Asset Manager Boston Snyder**, who **Sailor** said was hired about a year ago for the Engineering Department and has made valuable contributions.

**Snyder** told the Board that the City of Goshen is responsible for submitting a Transportation Asset Management Plan to the Indiana Department of Transportation (INDOT) through the Local Technical Assistance Program at Purdue.

**Snyder** said the Transportation Asset Management Plan reports on the current condition of Goshen's road assets, provides suggested guidance to increase the overall condition of Goshen's road assets, and fulfills eligibility requirements for Community Crossings Matching Grant Fund applications.

**Using PowerPoint slides, Snyder made a detailed presentation on the City's 2024 Transportation Asset Management Plan. Highlights:**

**PLAN OVERVIEW:**

- Goshen has 146 Centerline Miles of Roadway (300 Lane Miles)
- This plan is performance based
- Plan objectives are measurable
- An objective minimum rating of 5.0 has been identified
- The City has determined the operational year should be from November 1 – October 31
- This timetable was determined to meet Community Crossings Matching Grant (CCMG) funding goal

**WHAT IS THE PASER SYSTEM:**

- PASER is an acronym for the Pavement Surface Evaluation and Rating System
- It is a 1 – 10 rating system
- 10 is best and signifies road segments of new construction that require no treatment.
- 1 is worst and signifies roads that have completely failed and require a total reconstruction.
- The City Street Department performs a PASER Survey annually using GIS
- This survey meets requirements for CCMG funding
- This year's survey was conducted in April



**EXISTING ROADWAY CONDITIONS**

**Rating and Mileage Summary**

<b>Rating</b>	<b>Road Miles</b>	<b>Percentage</b>
1	3.23	2.21%
2	26.82	18.37%
3	41.22	28.22%
4	31.81	21.78%
5	14.72	10.08%
6	4.27	2.92%
7	6.84	4.68%
8	7.79	5.34%
9	5.95	4.07%
10	3.39	2.32%

**EXISTING ROADWAY CONDITIONS BY CLASSES:**

- The classes that make up the City of Goshen's road network are **Local, Collector, and Arterial**.
- Of the City's overall mileage, there are **109.86 miles of Local roadway, 24.37 miles of Collector roadway, and 11.81 miles of Arterial roadway**.
- **The average PASER rating for Local roadway is 4.21, the average PASER score for Collector roadway is 4.11, and the average PASER score for Arterial roadway is 4.89.**
- **The City's goal is to raise these to a PASER rating of 5.0 or higher citywide.**
- If the Arterial rating can be moved above 5.0 sooner, the City can began improving the condition of the Collector and Local roadways.

**COST SUMMARY TO REPAIR ALL OF GOSHEN'S ROADS**

**Rating and Mileage Summary**

<b>Rating</b>	<b>Road Miles</b>	<b>Treatment</b>	<b>Estim. Cost Per Mile</b>	<b>Estimated Cost</b>	<b>Typical Performance Periods</b>
1	3.23	Full reconstruc.	\$750,000.00	\$2,423,787.64	20-30 years
2	20.82	Full reconstruc.	\$750,000.00	\$20,116,925.96	20-30 years
3	41.22	Mill & pave with 25% patching	\$400,000.00	\$16,486,041.39	5-10 years
4	31.81	Mill & pave with 5% patching	\$300,000	\$9,541,685.03	5-10 years
5	14.72	Mill & pave with 5% patching	\$300,000	\$4,416,079.72	5-10 years
6	4.27	Crack sealing	\$10,000.00	\$42,706.30	1-3 years
7	6.84	Crack sealing	\$10,000.00	\$68,391.53	1-3 years
8	7.79	Crack sealing	\$10,000.00	\$77,931.11	1-3 years
9	5.95	Maltene replacement treatment	\$15,000.00	\$89,233.99	
10	3.39	No treatment required	\$0	\$0	0 years
<b>TOTAL</b>				<b>TOTAL: \$53,262,782.68</b>	



**COST OF TOTAL FAILURE OF GOSHEN'S ROADWAYS**

Class	Arterial	Collector	Local	Total
Miles	11.81	24.37	109.86	146.03
<b>Cost</b>	<b>\$8,857,500.00</b>	<b>\$18,277,500.00</b>	<b>\$82,395,000.00</b>	<b>\$109,530,000.0</b>

**PRESERVATION STRATEGY**

Year	Estimated PASER Score	Treatment	Estimated Cost
2	9	MRT	\$1,650.00
7	8	Crack Seal	\$1,100.00
10	6	Crack Seal	\$1,100.00
13	4	Mill and Overlay	\$33,000.00
18	7	Crack Seal	\$1,100.00
21	5	Crack Seal	\$1,100.00
24	3	Mill and Overlay	\$33,000.00
27	5	Crack Seal	\$1,100.00
30	2	Reconstruction	\$82,500.0
Segment cost per life cycle		\$ 155,650.00	
Segment cost per year		\$ 5,188.33	
Total number of segments		1337	
Total budget needed per year		\$6,936,801.67	

**TREATMENT SUMMARY**

- Treatments applied over past 5 years
- No preventative applications used yet
- Starting in 2024

	2019	2020	2021	2022	2023	Totals
Crack Seal	9.5	18.37	8.46	4.54	12.25	53.12
Overlay - 1.5"	0.51	0.41	0.19	1.68	0.34	3.13
Mill/Overlay, 1.5"	1.1	-	-	3.3	-	4.4
Mill/Overlay, 2"	4.06	0.58	1.93	-	1.9	8.47
Mill/Overlay, 4"	-	-	-	-	0.56	0.56
Reconstruction (with Asphalt)	1.6	-	0.08	-	1.4	3.08
Full Depth Reclamation With Asphalt	-	-	-	-	0.2	0.2
<b>Totals</b>	<b>16.77</b>	<b>19.36</b>	<b>10.66</b>	<b>9.52</b>	<b>16.65</b>	<b>72.96</b>



### TREATMENT SUMMARY

- Mix of fixes
- Each Segment is approximately 0.1 Miles
- Budget assumed at \$1,000,000
- Will change annually after needs are assessed

Treatment	Cost per Mile	Allocated Budget	Total Miles
Rejuvenation	\$15,000.00	\$50,000.00	3.3
Crack Sealing	\$10,000.00	\$50,000.00	5
Mill and Paving	\$400,000.00	\$400,000.00	0.9
Full Reconstruction	\$750,000.00	\$500,000.00	0.6

After his presentation, **City Asset Manager Boston Snyder** answered questions from **Mayor Leichty** and **Board member Landis**. Snyder said:

- The City plans to conduct research on the condition of City sidewalks in 2024. Work has already begun with interns.
- The roadway goal is a citywide PASER rating of 5.0.
- The state only requires a citywide rating, but the City breaks the roads down by category.
- City arterial and collector roads are in better condition than the local roads.
- This data will be used when planning for roadway projects.

**Nichols/Swartley made a motion to approve the 2024 Transportation Asset Management Plan for submittal to the Indiana Department of Transportation (INDOT) through the Local Technical Assistance Program. Motion passed 5-0.**

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

**Mayor Leichty opened Privilege of the Floor at 2:30 p.m.**

**There were no comments, so Mayor Leichty closed the public comment period at 2:30 p.m.**

### **Approval of Civil City and Utility Claims**

**As all matters before the Board of Public Works & Safety were concluded, Mayor Leichty/Board member Nichols moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 5-0.**

### **Adjournment**

**Mayor Leichty adjourned the Board of Works meeting at 2:30 p.m.**



**APPROVED:**

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**Mayor Gina Leichty**

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**Mike Landis, Member**

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**Orv Myers, Member**

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**Mary Nichols, Member**

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**Barb Swartley, Member**

**ATTEST:**

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**Richard R. Aguirre, City of Goshen Clerk-Treasurer**



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Gina Leichty  
Member Mike Landis  
Member Mary Nichols  
Member Barb Swartley  
Member Orv Myers

Date: December 4<sup>th</sup>, 2023

From: Chief Jose' Miller

Reference: Resignation of Lt. Jared A. Ellison #189

I am requesting that the Goshen Board of Public Works and Safety **approve the resignation of Lt. Jared Ellison, effective December 23<sup>rd</sup>, 2023.** Lt. Ellison's last day on the department will be December 22<sup>nd</sup>, 2023. Lt. Ellison will be resigning to work full time in his personal business in the private sector. Lt. Ellison stated he wishes to remain on the department as a Reserve Officer if our department continues with the program.

Lt. Ellison submitted his letter of resignation on November 9<sup>th</sup>, 2023. Since his beginning here at the department starting in September 2017, Jared has moved up through the ranks as a Patrol Officer, Sergeant, and Lieutenant. He served on the Elkhart County SWAT Team as a member of the team and a supervisor. Lt. Ellison has served this community with high integrity and was a great mentor and supervisor. Lt. Ellison will truly be missed by the Goshen Police Department. I wish him on the best in his future endeavors.

Respectfully,

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116  
Chief of Police

Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Gina Leichty  
Member Mike Landis  
Member Mary Nichols  
Member Barb Swartley  
Member Orv Myers

Date: December 4<sup>th</sup>, 2023

From: Chief Jose' Miller

Reference: Promotion of Warren C. O'Neal III #197 from Sergeant to Lieutenant

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Officer Warren C. O'Neal from the rank of Sergeant to the rank of Lieutenant. Officer O'Neal received the highest score for the testing of this position. Officer O'Neal has worked on the police department approximately four and a half (4 ½) years and has demonstrated he will be an asset to our department and leadership team. I request the promotion to be retroactive to Friday December 1<sup>st</sup>, 2023.

\*\*O'Neal will be present for the swear in\*\*

Respectfully,

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116  
Chief of Police  
Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

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**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Gina Leichty  
Member Mary Nichols  
Member Mike Landis  
Member Barb Swartley  
Member Orv Myers

Date: December 4<sup>th</sup>, 2023

From: Jose' Miller, Chief of Police

Reference: The hiring of Austin Ray Whitford #228

I am requesting that the Board of Public Works and Safety **approve the hiring of Austin Ray Whitford for the position of probationary patrol officer.** Austin has passed all exams and has been approved by both the local and State pension boards. We are thrilled to have Austin as a new police officer serving our community. I would like this hiring to be **effective today, Monday December 4<sup>th</sup>, 2023.**

\*Austin will be present for the Board of Works Meeting\*

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116

Chief of Police

Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Gina Leichty  
Member Mary Nichols  
Member Mike Landis  
Member Barb Swartley  
Member Orv Myers

Date: December 4<sup>th</sup>, 2023

From: Jose' Miller, Chief of Police

Reference: The hiring of Guadalupe Mendoza-Rivera #229

I am requesting that the Board of Public Works and Safety approve the hiring of Guadalupe Mendoza-Rivera for the position of probationary patrol officer. Guadalupe has passed all exams and has been approved by both the local and State pension boards. We are thrilled to have Guadalupe as a new police officer serving our community. I would like this hiring to be effective today, Monday December 4<sup>th</sup>, 2023.

\*Guadalupe will be present for the Board of Works Meeting\*

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116  
Chief of Police  
Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**



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](mailto:clerktreasurer@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

**To:** City of Goshen Board of Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** Dec. 4, 2023  
**Subject:** Gravel driveway request from Adam Derstine

***Adam Derstine of Goshen submitted the following request on Nov. 29, 2023:***

I'm writing to request an exception to the hard surface driveway requirement for our building project at 504½ Hackett (not yet an official address, but that's what I believe it will be).

Due to the unusual length of the driveway, the large number of other gravel drives on Hackett and the unsuitability of other options, we believe gravel is the most appropriate option, Please see attached document for particulars.

I'm requesting that this issue be taken up at the Board of Works meeting on Monday, December 4.

Many thanks,

**Adam Derstine**

---

Current residence: 211 South 7th Street, Goshen IN 46528

Phone number: 202-491-1748

Email: [derstine@gmail.com](mailto:derstine@gmail.com)

Future address: 504½ Hackett Road

# Request to extend gravel driveway

Currently between 504 and 506 Hackett Drive there is a 200' gravel drive. We want to extend this driveway with gravel 476 feet to the south for a total of 676'.

We do not propose to connect new gravel to city street, but to connect to existing gravel drive, all of which is on property we own. This gravel will not even be visible from the road. Mail and deliveries will go to a box on Hackett, not to the residence.



There are 39 driveways on Hackett, at least 11 of them are gravel right now:



Options:

**CONCRETE:** Given the length of the driveway at nearly 700', a concrete driveway would cost approx \$100k and is not feasible.

**RECLAIMED ASPHALT MILLINGS:** An asphalt driveway would meet city requirements and is specified as an option in city documents, but has potential environmental drawbacks for water runoff.

**GRAVEL:** Gravel is the best option. This gravel extension would be 200' from a city street, not visible from the road, is permeable and doesn't pose an undue cost burden.



**Legal Department  
CITY OF GOSHEN**

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

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

December 4, 2023

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms  
**Subject:** Resolution 2023-39 Ratifying Special Purchase of Uniforms through IDOA QPA

Brought before this Board is Resolution 2023-39 Ratifying the Special Purchase of Services for uniform, floormat and facility maintenance supplies through the State of Indiana quantity purchase agreement (QPA) with Cintas Corp.

Indiana Code 5-22-10 allows the City to make a special purchase when the purchase is made from an entity who has a contract with a state agency and the contract with the state requires the entity to make the supplies available to political subdivisions.

Cintas Corp has a quantity purchase agreement (#15709) with the State of Indiana for services of uniforms, floormat and facility maintenance supplies. The current contract for these services will expire at the end of 2023.

In order to provide a smooth transition of this service into the new year, Cintas Corp needed to begin coordinating with City Departments immediately to comply with the City employees' contract agreement regarding uniform provisions. Mayor Leichty was notified of the issue and authorized Cintas Corp to proceed by execution of the acceptance agreement attached to the Resolution.

The Board is being asked to ratify this special purchase.

**Suggested Motion:**

**Move to pass and adopt Resolution 2023-39 Ratifying the Special Purchase of Services for Uniforms, Floormats, and Facility Maintenance Supplies for the City of Goshen from Cintas Corp through the State of Indiana QPA #15709.**

**RESOLUTION 2023-39**

**Ratify the Special Purchase of Services for Uniform, Floormat and Facility Maintenance Supplies**

WHEREAS the City through its purchasing agent may make a special purchase under Indiana Code § 5-22-10 without soliciting bids or proposals if it determines in writing the basis for the special purchase and the selection of a particular contractor.

WHEREAS Indiana Code § 5-22-10-15(b) allows the City to make a special purchase if the purchase is made from a person who has a contract with a state agency and the person’s contract with the state requires the person to make the supplies or services available to political subdivisions.

WHEREAS, the City’s current contract for uniform, floormat and facility maintenance supplies is due to expire at the end of 2023.

WHEREAS, Cintas Corporation has a quantity purchase agreement (#15709) with the State of Indiana for these services, a copy of which is attached to this resolution marked as Exhibit A.

WHEREAS, Cintas Corporation needed to begin coordinating with City Departments immediately to comply with the City employees’ contract agreement regarding uniform provisions in order to have a smooth transition into the beginning of 2024.

WHEREAS, Mayor Leichty was notified of the time restraints and the need for Cintas Corporation to begin coordinating with City Departments immediately and authorized Cintas Corporation to proceed. A copy of the fully executed acceptance agreement is attached to this resolution marked as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

(1) That the special purchase of services for uniform, floormat and facility maintenance supplies made from Cintas Corporation pursuant to State of Indiana quantity purchase agreement (#15709) is ratified.

(2) The contract records for the special purchase authorized by this resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk-Treasurer’s Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

PASSED by the Goshen Board of Public Works and Safety on December 4, 2023.

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Michael A. Landis, Member

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Barb Swartley, Member

\_\_\_\_\_  
Orv Myers, Member

**ADDENDUM**

**Contract #: 000000000000000000015709**

This Addendum is entered into by and between The Indiana Department of Administration ("the State") and the entity designated as Cintas Corporation ("the Contractor") below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document ("this Contract"). Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: CINTAS CORPORATION

Contractor Address: PO BOX 630803

CINCINNATI, OH 45263

Title of Form Contract: Master Agreement By and Between Harford County Public Schools, Maryland and Cintas Corporation – Number 12-JLH-011C

**1. Form Contract/Duties of Contractor**

The Contractor shall provide the Services or Products described in the Form Contract, **Number 12-JLH-011C, Master Agreement By and Between Harford County Public Schools, Maryland and Cintas Corporation**, along with the duties and item pricing structure outlined in Exhibits A through C herein.

**2. Term**

This contract begins on April 01, 2016 and ends March 31, 2019.

**3. Consideration**

Total consideration for term of this Contract is \$900,000.00 (nine-hundred thousand dollars).

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- A. Any provision requiring the State of Indiana to provide insurance
- B. Any provision requiring the State of Indiana to provide indemnity
- C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
- D. Any provision providing that suit be brought in any state other than Indiana
- E. Any provision providing for resolution of contract disputes
- F. Any provision requiring the State of Indiana to pay any taxes
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees
- H. Any provision modifying the applicable Indiana statute of limitations
- I. Any provision relating to the time within which a claim must be made.
- J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC §4-13-2-20

- K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC §5-14-3. This is a Public Contract and will be posted on the State's website pursuant to Executive Order 05-07
- L. Any provision requiring payment in less than 35 days
- M. Any provision providing for automatic renewal
- N. Any provision giving the Form Contract precedence over this Addendum

#### **4. Access to Records**

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

#### **5. Assignment; Successors**

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

#### **6. Assignment of Antitrust Claims**

As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title, and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

#### **7. Audits**

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, et. seq. and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.

#### **8. Authority to Bind Contractor**

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

## 9. Changes in Work

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

## 10. Compliance with Laws

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq., the regulations promulgated thereunder. If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC §5-22-3-7:
  - 1. The Contractor and any principals of the Contractor certify that:
    - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
      - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
      - (ii) IC §24-5-12 [Telephone Solicitations]; or
      - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
    - (B) The Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
  - 2. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
    - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
    - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

## **11. Condition of Payment**

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

## **12. Confidentiality of State Information.**

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the

State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

### **13. Continuity of Services**

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
  - 1. Furnish phase-in training; and
  - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
  
- B. The Contractor shall, upon the State's written notice:
  - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
  - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.
  
- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
  
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

### **14. Debarment and Suspension**

The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any

department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

## **15. Default by State**

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

## **16. Disputes**

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
  
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
  
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within 30 business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within 30 business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.
  
- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not

in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.
  
- F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

## **17. Drug-Free Workplace Certification**

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
  
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
  
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

### **18. Employment Eligibility Verification**

As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its 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. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- D. The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

### **19. Employment Option**

If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

## **20. Force Majeure**

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

## **21. Funding Cancellation**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## **22. Governing Law**

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

## **23. HIPAA Compliance**

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

## **24. Indemnification**

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

## **25. Independent Contractor; Workers' Compensation Insurance**

The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

## **26. Information Technology Enterprise Architecture Requirements**

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

## **27. Insurance**

- A. The Contractor and their subcontractors ( if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:
1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
  2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
  3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
  4. Fiduciary Liability would be required if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others. These contractors face potential claims for mismanagement brought by plan members. Limits should be no less than \$700,000 per cause of action and \$5,000,000 per occurrence.
  5. Valuable Papers coverage, available under an Inland Marine policy, is recommended when any plans, drawings, media, data, records, reports, billings and other documents are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.
  6. The Contractor shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute.

7. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.
- B. The Contractor's insurance coverage must meet the following additional requirements:
1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
  2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
  3. **Deleted by mutual agreement of the Parties.**
  4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
  5. **Deleted by mutual agreement of the Parties.**
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

## 28. Key Person(s)

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor

duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are None.

### **29. Licensing Standards**

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

### **30. Merger & Modification**

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

### **31. Minority and Women's Business Enterprises Compliance**

Award of this Contract was based, in part, on the MBE/WBE participation plan. The following certified MBE or WBE subcontractors will be participating in this Contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
None					0.000

A copy of each subcontractor agreement must be submitted to IDOA's MBE/WBE Division within thirty (30) days of the effective date of this Contract. Failure to provide a copy of any subcontractor agreement will be deemed a violation of the rules governing MBE/WBE procurement, and may result in sanctions allowable under 25 IAC 5-7-8. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA's MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to MBE/WBE Division subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." MBE/WBE Division subcontractor payments shall also be reported to the Division as reasonably requested and in a format to be determined by Division.

### **32. Nondiscrimination**

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the

hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

### **33. Notice to Parties**

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

Notices to the State shall be sent to:

Angel Hackett  
Indiana Department of Administration  
402 W. Washington St., Room 468  
Indianapolis, IN 46204

Notices to the Contractor shall be sent to:

Levi Starnes  
Cintas  
P.O. Box 630803  
Cincinnati, OH 45263

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

### **34. Order of Precedence; Incorporation by Reference**

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this addendum, (2) the form contract, (3) attachments prepared by the State, (4) RFP#, (5) Contractor's response to RFP#, and (6) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

### **35. Ownership of Documents and Materials**

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the

Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

- B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

### **36. Payments**

- A. All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- B. The State Budget Agency and the Contractor acknowledge that Contractor is being paid in advance for the maintenance of equipment and / or software. Pursuant to IC §4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

### **37. Penalties/Interest/Attorney's Fees.**

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

### **38. Progress Reports**

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

### **39. Public Record**

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

#### **40. Renewal Option**

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

#### **41. Severability**

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

#### **42. Substantial Performance**

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

#### **43. Taxes**

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

#### **44. Termination for Convenience**

~~Deleted by mutual agreement of the Parties.~~

#### **45. Termination for Default**

- A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
  2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
  3. Make progress so as to endanger performance of this Contract; or
  4. Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

**46. Travel**

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

**47. Indiana Veteran's Business Enterprise Compliance.**

Award of this Contract was based, in part, on the Indiana Veteran's Business Enterprise ("IVBE") participation plan. The following IVBE subcontractors will be participating in this Contract:

IVB	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
None					0.000

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

**48. Waiver of Rights**

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

#### **49. Work Standards**

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

#### **50. State Boilerplate Affirmation Clause**

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the 2015 OAG/ IDOA Professional Services Contract Manual) in any way except for the following clauses which are named below: **Clause 24). Indemnification. Clause 27). Insurance. Clause 44). Termination for Convenience.**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the grant, the Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

[https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP\\_GUEST](https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST)

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

CINTAS CORPORATION

Indiana Department of Administration

By: **Levi Starnes,**  
Digitally signed by Levi Starnes, General Manager  
 DN: cn=Levi Starnes, General Manager, o=Cintas Corporation, ou,  
 email=StarnesL2@cintas.com, c=US  
 Title: **General**  
 Date: **Manager**  
Date: 2016.03.15 15:19:57 -04'00'

By: **Angelina N. Hackett**  
 Title: **Contract Manager**  
 Date: **March 15, 2016**

<p>Approved by: Department of Administration</p> <p>By: _____ (for) Jessica Robertson, Commissioner</p> <p><i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i></p>	
<p>Approved by: State Budget Agency</p> <p>By: _____ (for) Brian E. Bailey, Director</p> <p><i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i></p>	<p>Approved as to Form and Legality: Office of the Attorney General</p> <p>By: _____ (for) Gregory F. Zoeller, Attorney General</p> <p><i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i></p>

**Exhibit A: Form Contract**

**MASTER AGREEMENT:**

By and between:

**HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND**

102 S. Hickory Avenue

Bel Air, MD 21014

AND

Cintas Corporation

6800 Cintas Blvd.

Mason, OH 45040

**Contract #12-JLH-011C**

THIS MASTER AGREEMENT made and entered into this 1st day of April, 2012, by and between Harford County Public Schools, Maryland (hereinafter referred to as "School District", "HCPS", or "District"), and Cintas Corporation, a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as "Supplier").

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

**WITNESSETH:**

WHEREAS, pursuant to a request by the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: furnish, supply and deliver facilities solutions including the rental and service of uniforms, mats, mops and towels, and other related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP #12-JLH-011, addenda, amendments, appendices and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

WHEREAS, HCPS desires to engage Supplier to perform said services; and

WHEREAS, HCPS and Supplier desire to state the terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties hereto agree as follows:

- A. **Services:** Supplier will provide Facilities Solutions as detailed in the referenced RFP and related services for HCPS in its response to the heretofore referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Agreement.
- B. **Term:** The initial term of this Master Agreement shall be three (3) years from on or about April 1, 2012. This Master Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.
- C. **Compensation:** HCPS agrees to pay and Supplier agrees to accept as compensation for the

1

products provided pursuant to this Master Agreement, the following:

1. The price proposal set forth in the best and final RFP Response, dated March 15, 2012 and marked Amendment 1.
- D. **Invoicing:** Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include – as applicable – the following data: Item Number, Purchase Order Number, Item Description, Quantity purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.
- E. **Insurance:** Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.
- F. **Termination of Contract:** This contract may be terminated as per the General Information of the RFP, Section I, K (page 5) and General Requirements, Attachment G, VIII (page 85-86).
- G. **Notification:** Notices under this Master Agreement shall be addressed as follows:

Jeffrey LaPorta, Supervisor of Purchasing  
Harford County Public Schools  
102 S. Hickory Avenue  
Bel Air, MD 21014

Supplier: Cintas Corporation  
Attn: Craig Jackson, Senior Global Account Manager  
Address: 6800 Cintas Blvd  
Mason, OH 45040  
Phone: 513-459-1200

The effective date of any notice under this Master Agreement shall be the date of receipt by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Agreement, the waiver of any term or condition of this Master Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Agreement. This Master Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

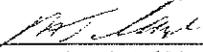
- H. **Governing Law:** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.
- I. **Incorporation of Appendices:** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Agreement. In the event of any

apparent conflict between any provisions set forth in the main body of the Master Agreement and any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Agreement shall control.

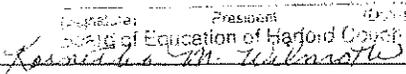
- J. **Entire Master Agreement:** This Master Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. The revised Best and Final Offer contained within Amendment 1 is also included and becomes part of the Master Agreement.
  
- K. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of this Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED:

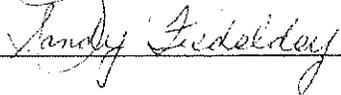
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by  4/12/12  
Superintendent of Schools Date

by  4/10/12  
Date

Attest:   
Signature: President Board of Education of Harford County

Cintas Corporation  
by  3/23/12  
Senior Global Account Manager Date

Attest:  3/23/12

## Exhibit B: Duties of Contractor

### 1. GENERAL

- A. The State Using Agency will be invoiced monthly.
- B. The State Using Agency will make payments 35 days in arrears.
- C. All invoices must show each purchase order number and corresponding State Using Agency Name.
- D. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any).
- E. Quality Control: Designated Supervisory personnel will be responsible for determining the acceptability of items supplied. If any item is deemed unsatisfactory, the employee will advise the Contractor by attaching a short statement of explanation to the item. The Contractor shall immediately furnish an acceptable replacement. In the event of a dispute, the decision of the Contract Manager shall be final and binding.
- F. Pick Up and Delivery: Service may be on a weekly, bi-monthly, or monthly exchange basis. Each State Using Agency will designate an employee to inspect the garments/products and verify the count of each pickup and delivery. An itemized slip shall accompany each delivery. Drivers shall carry sufficient stock to replace all items picked up. Any shortages shall be delivered within 24 hours of pickup time. Deliveries should be made on the same day and time every week. Irregular schedules are disruptive to the State services.
- G. Other Services: In the event the State Using Agency emblem name changes or services over and above those listed herein are required, charges for such services will be negotiated with the Contractor. Contractor will be required to furnish complete cost information for any such service in order that charges may be fairly established. Mutual agreement between the parties must be reached prior to any work being provided.
- H. Definition of a Uniform Set
  - 1. A uniform set is considered to be one (1) shirt/blouse and one (1) pair of pants/slacks/shorts/skorts.
  - 2. Additional uniform items such as jackets, coveralls, smocks, lab coats, shop apron, etc., may be added as part of the uniform set.
- I. Initial and Subsequent Issue of Uniforms
  - 1. All uniforms shall be new and unused when initially issued to State employees.
  - 2. New and unused uniforms shall be issued to all "add on" personnel throughout the term of this Agreement.
  - 3. Turnaround time for standard sizes is one (1) week and three (3) weeks for non-standard sizes. Non-standard sizes are defined as uniform shirt sizes of XXXL or larger and uniform pant sizes of 46 or larger in the waist.

J. Selection of Uniform Items

1. For shirts/blouses/smocks, State employees may select long-sleeve shirts/blouses, short-sleeve shirts/blouses, or combination of long-sleeves and short-sleeves. Polo shirts, smocks or other types of shirts may be issued if allowed under department uniform standards.
2. For pants/slacks, State employees may select long pants/slacks, shorts/skorts, or combination of pants/slacks and shorts/skorts.
3. The selection of shorts/skorts is dependent on uniform requirements within the respective departments.
4. The employee may be issued other uniform items if required for their jobs and in accordance with department uniform standards.

K. Frequency of Re-Issue / Replacement of Uniforms

1. Uniforms are expected to last at least twelve (12) months under normal wear and tear environments. However, some employees work with and around chemicals, grease, oil, paint, and other uniform-damaging substances. Under those circumstances, uniforms may wear out sooner and may require replacement sooner.
2. Judgment as to whether uniforms are in an unacceptable condition, require replacement, and/or do not meet the department/division uniform standards shall be at the sole discretion of the designated State department/division supervisor.
3. Said uniforms will be re-issued / replaced at no additional cost to the State.
4. Turnaround time for standard sizes is one (1) week and three (3) weeks for non-standard sizes. Non-standard sizes are defined as uniform shirt sizes of XXXL or larger and uniform pant sizes of 46 or larger in the waist.
5. If the employee gains/loses weight during the contractual year, the Contractor will be required to re-measure the employee.
6. The Contractor should attempt to make provisions to re-measure the employees during times allotted for deliveries.
7. There will be no charge to the State if the employee travels to the Contractor's facility to be re-measured.

L. Measurements & Alterations

1. Contractor shall measure all State employees to ensure proper sizes are ordered.
2. Contractor shall provide sample uniform items for all State employees to try on.
3. Contractor shall be willing to measure employees at time and location to be determined by individual State department locations.
4. Contractor also shall perform alterations to garments to ensure proper fit.
5. If for any reason the uniform is not sized properly the first time, the Contractor will re-issue the proper sized uniforms at no additional costs to the State.
6. There shall be no additional charge for alterations. All garment alterations, including hemming of pants, shall be included in bid price.

M. Acknowledgement of Proper Fit / Receipt of Uniforms

1. The employee will sign a form, provided by the Contractor, acknowledging the uniforms fit properly such as correct shirt, coverall, or jacket sizes, correct waist sizes and lengths (if applicable) for pants, etc. and receipt of the correct number of uniform pieces.

The minimum information required will be as follows:

- a. Current Date.
- b. Name of Employee.
- c. Department / Division.
- d. Contractor's Sales Rep.
- e. Acknowledgement Clause, as follows:
  - i. **I, (Employee's name filled in by the Employee), do hereby acknowledge the uniforms fit properly and acknowledge receiving (Employee fills in the number of uniform pieces) uniform pieces.**
  - ii. f. Block for Employee's Signature.
  - iii. g. Block for Date Employee Signed Receipt.
  - iv. h. Block for Comments.
2. If the Employee feels the uniforms do not fit properly, the Employee will note such in the Comments block. At this point, the Contractor must establish a new date and time to re-measure the employee and to ensure uniforms are properly fitting.
3. If the Employee has not received the proper number of uniform pieces, the Employee may accept what is being delivered but must note in the Comments block how many uniform pieces are missing.
4. When the remaining uniform pieces are delivered, the Employee will again acknowledge proper fit and the remaining uniform pieces.
5. One copy of the Acknowledge/Receipt will be retained by the Contractor and one copy will be given to the Employee.

N. Description of Uniform Lease

1. This option provides a uniform rental without laundry service.
2. Depending on the workweek, the employee is issued one (1) workweek of uniform sets with two spare uniform sets.
  - a. If the employee works a four-day workweek, the employee will be issued six (6) uniform sets.
  - b. If the employee works a five-day workweek, the employee will be issued seven (7) uniform sets.
  - c. If the employee works a six-day workweek, the employee will be issued eight (8) uniform sets.
3. The employee may be issued other uniform items if required for their jobs and according to department uniform standards.
4. The employees will be responsible for laundry and maintenance of the uniform sets issued to them.

O. Usage Guarantee

No guarantee of any actual service requirement is implied or expressed by this Agreement. Service requirements shall be determined by actual need of the individual agencies

P. Non-Performance & Unsatisfactory Performance

When contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the State reserves the right to acquire services on the open market and charge Contractor the difference between contract price and the newly acquired service price.

II. **RESPONSIBILITIES OF CONTRACTOR**

The responsibilities of Contractor include, but shall not be limited to, the following:

A. Uniform Rental/Lease.

1. Contractor shall rent and lease uniforms to the State for those State employees in certain work groups and shall maintain (repair or replace), clean and steam tunnel (**a system that utilizes pressurized steam and heat to help release any wrinkles**) such uniforms for the employees. Details of this service are set forth below.
2. Contractor shall provide new uniforms for the State Using Agencies that adhere to or exceed the minimum specifications set forth hereto. The work groups which shall rent or lease uniforms will be, but is not limited to, Facilities Management Services, Fleet Services, Laboratory Services, and Parking Services. The Contractor will be required to provide the solicitation line items, laundry service, pick-up and delivery. At any time during the life of the Agreement the State may decide to add other work groups and other uniform selections to the Contract by formal written agreement of the parties.
3. Contractor shall measure and provide newly hired employees' with uniforms, or replacement uniforms for current employees, within seven (7) working days after notification, throughout the duration of the Agreement. Scheduled fittings with work groups shall take place at Using Agency's Site. Contractor shall properly measure and fit each type garment to the individual employee and provide alterations if necessary. Contractor shall work directly with each employee to take his/her order.

4. Contractor shall maintain uniforms that consistently meet the professional standards of the "Agency Image" as determined by State designee. This shall include, but not be limited to, furnishing clean, mended, and pressed garments that meet the established Agency Image level of professionalism.
5. Contractor shall inspect garments each week using the ten-point inspection process below, or a similar process to ensure garment integrity.

POINT #	PANTS	SHIRTS	REPAIR	REPLACE
1	I.D. Tape	I.D. Tape		
2	Crotch	Collar		
3	Seams	Seams		
4	Knees	Emblems		
5	Pockets	Pockets		
6	Hems	Hems		
7	Snaps/Buttons	Snaps/Buttons		
8	Zippers	Placket		
9	Tears	Tears		
10	Holes	Holes		

Contractor shall monitor all patches and emblems and automatically replace them when they become faded or when detached around edges.

6. Contractor shall furnish an adequate inventory of uniforms as selected by the particular work group, so that each employee can maintain the needed changes per week and to provide for new employees and upgrades. Should other work groups be added to the rental/lease uniform option, Contractor shall have an adequate inventory on hand for all division employees in those work groups.
7. Contractor shall replace a garment when it fails to meet the established Agency Image as determined by State. Costs for replacements and for loss attributable to normal wear and tear shall be borne by Contractor. Replacement of garments not meeting the inspection criteria or items damaged or lost by Contractor shall be automatically replaced at Contractors expense. Contractor shall replace garments within seven (7) working days following receipt of verbal or written notification from State designee that replacement shall be required.
8. Contractor shall provide delivery at approximately the same time and day on a regular schedule to each participating group as they have selected. Location and personnel changes shall be at the discretion of the State and shall be made with verbal notification to Contractor by State designee.
9. Contractor shall sort and distribute repaired, replaced, or new uniforms as established by the Using Agency. This shall be the regular routine procedure and shall be followed by the Contractor.
10. The State Using Agency shall have the option to request new replacement uniforms on a 24-month depreciation schedule, if not replaced sooner, to assure compliance with the Agency Image quality and appearance requirements.

B. Mat Rental

1. Contractor shall ensure clean, fresh-looking floor mats approved by the State, in good condition, in specified sizes, and the same color throughout. Mats having substandard elasticity or having lost any aspect of its integrity; mats having more than two (2) burn marks exceeding a 1/4" in diameter; or mats having more than two (2) rubber chunks absent from the border measuring larger than a 1/4" in diameter shall not be acceptable. Larger mats cut in half or reduced in size in this manner shall also be rejected.
2. Deliver and distribute clean floor mats, and remove soiled mats on a regularly scheduled basis unless directed otherwise at the State Using Agency Designee.

C. Establish Procedures

1. The State Using Agency shall have available to them, if necessary, a report used for internal tracking of employee or location accountability. Contractor shall do an inventory count of soiled items for pickup at each site using its barcode scanning or tracking method. The Contractor shall make those reports available to the State Using Agency Designee on a weekly basis or as requested by the State Using Agency Designee. These two actions shall be the standard procedure at each site. Invoices and/or delivery tickets shall include at a minimum the following, printed out on 8.5"x11" standard sheet of paper.
  - a. Show each employee by full name and identification number.
  - b. Show actual inventory of articles for each employee.
  - c. Provide documented tracking of articles through laundering process including on-site count of uniform articles picked up and returned.
  - d. Furnish weekly cost breakdown for services for each employee, each garment and mat or other industrial product.

**EXHIBIT C: Line Item Pricing**

**I. GENERAL**

- A. The fees stated includes all costs associated with the performance of the services specified, including materials, supervision, labor, transportation and related costs. Any cost not mentioned here or listed below should be factored into the price of the items. **No additional charges shall be allowed.** For rental or lease, the price for each garment shall include, but shall not be limited to, all costs for the following:
1. Oversized Garments
  2. Emblems, embroidery or for attachment of the same
  3. No minimum bulk billing or auto replacement charges
  4. Repairs or Alterations
  5. Cost for disposal of laundering waste
- B. The State is exempt from Sales, Use and Federal Excise Taxes on these products and or services. Exemption Certificates will be provided to the Vendor upon request.
- C. Fees stated shall be firm for the initial one (1) year of this Agreement.

Item Description	Qty	Manufacturer/Item #	USC Price
Service,Rental/Laundry,Shirt,Men/Women,Perma Press Industrial,Long/Short Sleeve, 65/35 Poly/Cot.Open Weave, Lined Collar w/Stays, 2 Button-Thru Pockets, 6 Buttons, Gripper at Neck, Pencil Slot in Left Pocket,11 Shirt/Employee 5 Changes/Week	52	935	\$ 0.150
Service,Rental/Laundry,Shirt,Knit,Men/Womens,50/50% Polyester/Cotton,11/Employee 5 Changes/Week	52	935	\$ 0.150
Service,Rental/Laundry,Pant,Men,Perma Press,Industrial,7-1/2 oz.,Twill,65%Polyester/35%Combed Cotton,Slack Style Front Pockets,2 Hip Pockets,Darts Over Hip Pockets,11 Pair/Employee,5 Changes/Week	52	945	\$ 0.209
Service,Rental/Laundry,Shirt,Men/Women,Long/Short Sleeve,Industrial,100%Light Weight Cotton,Employees Allergic To Blends,Coilar w/Stays,6 Buttons,11 Shirts/Employee 5 Changes/Week	52	330	\$ 0.220
Service,Rental/Laundry,Pant,Men,100%Cotton,Industrial,For Employees Allgergic To Blends,Slack Style Front Pockets,2 Hip Pockets,Darts Over Hip Pockets,11 Pair/Employee 5 Changes/Week	52	340	\$ 0.330
Service,Rental/Laundry,Short,Men,Industrial,Permanent Press,7-1/2oz.,Twill,65%Polyester/35%Combed Cotton,Slack Style Front Pockets,2 Hip Pockets w/Darts,11/Employee 5 Changes/Week	52	270	\$ 0.326
Service,Rental/Laundry,Jacket,Work,Industrial,Lined,Hip Length,65%Polyester/35%Combed Cotton,Lined Collar w/Stays,2 Pockets Inset On Seam,Adjustable 2 Button Cuffs,Patch Pocket On Sleeve,2coats/employee, 1change/week	52	677	\$ 0.436
Service,Rental/Laundry,Coat,Shop,Mechanics,Navy,3 Coats/Employee 1 Change/Week	52	970	\$ 0.418

Service,Rental/Laundry,Apron,Shop,1/Week	52	2855	\$ 0.243
Service,Rental/Laundry,Coveralls,Navy Blue,3/Employee 1 Change/Week	52	912	\$ 0.306
Service,Rental/Laundry,White,Coat,Laboratory,3 Coats/Employee 1Change/Week	52	926	\$ 0.378
Service,Rental/Laundry,Coat,Lapel,White,11/Employee 5 Changes/Week	52	926	\$ 0.378
Service,Rental/Laundry,Smock,Women, Long/Short Sleeve,80%Polyester/20% Combed Cotton,4 Buttons,One-Piece Lined Collar,2 Lower Front Pockets,French Hemmed Cuffs,11/Employee 5 Changes/Week	52	675	\$ 0.189
Service Rental/Laundry,Pant,14oz,Cotton Denim Jean,Industrial,5 Pocket Styling,11 Pair/Employee,5 Changes/Week	52	394	\$ 0.296
Service Rental/Laundry,White Coat,Laboratory,11 Coats/Employee 5 Changes/Week	52	925	\$ 0.245
Service Rental/Laundry,White Coat,Laboratory,9 Coats/Employee 4 Changes/Week	52	925	\$ 0.245
Service Rental/Laundry,White Coat,Laboratory,7coats/Employee 3 changes/week	52	925	\$ 0.245
Service Rental/Laundry,Short,Men's,Cargo/Utility,twill,65/35 polyester/cotton,knee length w/10" min inseam,2 extra deep front pockets,2back pockets,cargo pockets,fly front w/zipper,button closure at waistband,11/employee 5 changes/week	52	270	\$ 0.326
Service, Rental/Laundry, White, Coat, Lab, 5/employee; 2 changes/Week, Button; Snap	52	925	\$ 0.245
Service, Rental/Laundry, Shirt, Men/Women, Perma Press Industrial, 6 long sleeve shirts.	52	935	\$ 0.150
Service, Rental/Laundry, shirt, Men/Women, Perma Press Industrial, 5 short sleeve shirts.	52	935	\$ 0.150
Service, Rental/Laundry, 6 pants, Men, Perma Press, Industrial, 7 1/2 oz., twill, Poly cotton, Slack.	52	945	\$ 0.209
Service, Rental/Laundry, 5 pants, 14oz cotton denim jean (G-0294). Industrial, 5 pocket styling, 11 pair/employee, 5 changes/week.	52	394	\$ 0.296
Service, Rental/Laundry, 6 pants, 14oz cotton denim jean	52	394	\$ 0.296
Service, Rental/Laundry, 5 shorts, Men's, Cargo Utility, twill, knee length.	52	370	\$ 0.315
Service, Rental/Laundry, Shirt, Men/Women, Perma Press Industrial, Long/Short Sleeve, 65/35 Poly/Cotton Open Weave, Lined Collar w/Stays, 2 Button-Thru Pockets, 6 Buttons, Gripper at Neck, Pencil Slot in Left Pocket,11 Shirts/Employee 5 Changes/Week.	52	935	\$ 0.150
Service Rental/Laundry, Pant, Men's, Cargo/Utility, Twill, 65/35 Polyester/Cotton, 2 extra deep front pockets, 2 back pockets, side cargo pockets, fly front w/zipper, button closure at waistband, 11 Pants/Employee 5 changes/week.	52	270	\$ 0.326
Service, Rental/Laundry, Flame Resistant Shirt, Men/Women, 7 oz Long Sleeve, 88/12 Cotton/Nylon Twill, 2 Chest Pockets w/Button Flap, NFPA 70 E Rating-Hazard Risk 2, 11 Shirts/Employee 5 Changes/Week.	52	60694	\$ 0.387
Service, Rental/Laundry, Flame Resistant 9 oz Pant, Men/Women, 88/12 Cotton/Nylon Twill, 2 Front Pockets, 2 Hip Pockets w/Button, NFPA 70 E Rating-Hazard Risk 2, 11 Pants/Employee 5 Changes/Week.	52	70644	\$ 0.387

Service, Lease, Shirt, Men/Women, Perma Press Industrial, Long/Short Sleeve, 65/35 Poly/Cotton, 2 Button-Thru Pockets, 6 Buttons, Gripper at Neck, Pencil Slot in Left Pocket, 7 Shirts/Employee 5 Changes/Week.	52	935	\$ 0.138
Service, Lease, Shirt, Men/Women, Perma Press Industrial, Long/Short Sleeve, 65/35 Poly/Cotton, Open Weave, Lined Collar w/Stays, 2 Button-Thru Pockets, 6 Buttons, Gripper at Neck, Pencil Slot in Left Pocket, 7 Shirts/Employee 5 Changes/Week.	52	935	\$ 0.138
Service, Lease, Shirt, Men/Women, Long/Short Sleeve, Industrial, 100% Light Weight Cotton for Employees Allergic To Blends, Collar w/Stays, 6 Buttons, 7 Shirts/Employee, 5 Changes/Week (Various Colors)Service, Lease, Shirt, Knit, Men/Women, 50/50% Polyester/Cotton,7/Employee 5 Changes/Week (Navy, Heather Grey, Ocean Blue)	5252	330	\$ 0.183 \$ -
Service, Lease, Pant, Men, Perma Press, Industrial, 7-1/2 oz., Twill, 65% Polyester/35% Combed Cotton, Slack Style Front Pockets, 2 Hip Pockets, Darts Over Hip Pockets, 7 Pants/Employee, 5 Changes/WeekService, Lease, Shirt, Men/Women, Long/Short Sleeve, Industrial, 100% Light Weight Cotton for Employees Allergic To Blends, Collar w/Stays, 6 Buttons, 7 Shirts/Employee, 5 Changes/Week (Various Colors)	5252	945330	\$ 0.157 \$ 0.183
Service, Lease, Pant, Men,100% Cotton, Industrial for Employees Allergic To Blends, Slack Style Front Pockets, 2 Hip Pockets, Darts Over Hip Pockets, 7 Pants/Employee 5 Changes (Various Colors)Service, Lease, Pant, Men, Perma Press, Industrial, 7-1/2 oz., Twill, 65% Polyester/35% Combed Cotton, Slack Style Front Pockets, 2 Hip Pockets, Darts Over Hip Pockets, 7 Pants/Employee, 5 Changes/Week	5252	340945	\$ 0.258 \$ 0.157
Service, Lease, Pant, Men's, Cargo/Utility, twill, 65/35 polyester/cotton, 2 extra deep front pockets, 2 back pockets, cargo pockets, fly front w/zipper, button closure at waistband, 7 Pants/Employee 5 changes/week (Navy, Charcoal, Tan)Service, Lease, Pant, Men,100% Cotton, Industrial for Employees Allergic To Blends, Slack Style Front Pockets, 2 Hip Pockets, Darts Over Hip Pockets, 7 Pants/Employee 5 Changes (Various Colors)	5252	270340	\$ 0.245 \$ 0.258
Service, Lease, Short, Men, Industrial, Permanent Press, 7-1/2 oz., Twill, 65%Polyester/35% Combed Cotton, Slack Style Front Pockets, 2 Hip Pockets, 7 Shorts/Employee 5 Changes/Week (Charcoal, Navy)Service, Lease, Pant, Men's, Cargo/Utility, twill, 65/35 polyester/cotton, 2 extra deep front pockets, 2 back pockets, cargo pockets, fly front w/zipper, button closure at waistband, 7 Pants/Employee 5 changes/week (Navy, Charcoal, Tan)	5252	370270	\$ 0.315 \$ 0.245
Service Lease, Short, Men's, Cargo/Utility,twill,65/35 polyester/cotton, knee length w/10" min inseam, 2 extra deep front pockets ,2 back pockets, cargo pockets, fly front w/zipper, button closure at waistband, 7 Shorts/employee 5 changes/week (Navy, Charcoal)Service, Lease, Short, Men, Industrial, Permanent Press, 7-1/2 oz., Twill, 65%Polyester/35% Combed Cotton, Slack Style Front Pockets, 2 Hip Pockets, 7 Shorts/Employee 5 Changes/Week (Charcoal, Navy)	5252	370370	\$ 0.315 \$ 0.315
Service, Lease, Slack, Women, Half Elastic, 7-1/2 oz., Twill, 65% Polyester 35% Combed Cotton,7 Slacks/Employee 5 Changes/Week (Navy, White, Charcoal)Service Lease, Short, Men's, Cargo/Utility,twill,65/35 polyester/cotton, knee length w/10" min inseam, 2 extra deep front pockets ,2 back pockets, cargo pockets, fly front w/zipper, button closure at waistband, 7 Shorts/employee 5 changes/week (Navy, Charcoal)	5252	390/395370	\$ 0.200 \$ 0.315
Service, Lease, Slack, Women, Side Elastic, 7-3/4 oz., Twill, 65% Polyester 35% Combed Cotton,7 Slacks/Employee 5 Changes/Week (Navy)Service, Lease, Slack, Women, Half Elastic, 7-1/2 oz., Twill, 65% Polyester 35% Combed Cotton,7 Slacks/Employee 5 Changes/Week (Navy, White, Charcoal)	5252	390/395390/395	\$ 0.200 \$ 0.200
Service,Rental/Laundry,BagService, Lease, Slack, Women, Side Elastic, 7-3/4 oz., Twill, 65% Polyester 35% Combed Cotton,7 Slacks/Employee 5 Changes/Week (Navy)	5252	390/395	\$ - \$ 0.200

Delivery,Charge,Environmental/Per LocationService,Rental/Laundry,Bag	152	106	\$ - \$
Set-Up,Charge,Garment Prep,Future,(Per Garment)The Prep Charge Shall Remain the Same for Embroidered Future NeedsDelivery,Charge,Environmental/Per Location	11	106	\$ 0.750 \$
Embroidery,Emblem,Agency Name,Future Emblem Charge,The Emblem Charge Shall Remain the Same for Future NeedsSet-Up,Charge,Garment Prep,Future,(Per Garment)The Prep Charge Shall Remain the Same for Embroidered Future Needs	11	No Item Number	\$ 2.000 \$ 0.750
Silkscreen,Emblem,Agency Name,Future Emblem Charge,Emblem Silk Screen Charge Shall Remain the Same for Future NeedsEmbroidery,Emblem,Agency Name,Future Emblem Charge,The Emblem Charge Shall Remain the Same for Future Needs	11	No Item Number	\$ 1.250 \$ 2.000
Embroidery,Charge,Agency Name,Shirt,Over the Left PocketSilkscreen,Emblem,Agency Name,Future Emblem Charge,Emblem Silk Screen Charge Shall Remain the Same for Future Needs	11	No Item Number	\$ 2.000 \$ 1.250
Embroidery,Emblem,Employee Name,Future Emblem Charge - Employee Name Embroidered on Emblem. The Emblem Charge Shall Remain the Same for Future Needs.Embroidery,Charge,Agency Name,Shirt,Over the Left Pocket	11	No Item Number	\$ 1.500 \$ 2.000
Silk Screen,Emblem,Employee Name,Future Emblem Charge - Employee Name Silk Screened on Emblem. Emblem Silk Screen Charge Shall Remain the Same for Future Needs.Embroidery,Emblem,Employee Name,Future Emblem Charge - Employee Name Embroidered on Emblem. The Emblem Charge Shall Remain the Same for Future Needs.	11	No Item Number	\$ 0.250 \$ 1.500
Embroidery,Charge,Shirt,Employee Name,Over Right PocketSilk Screen,Emblem,Employee Name,Future Emblem Charge - Employee Name Silk Screened on Emblem. Emblem Silk Screen Charge Shall Remain the Same for Future Needs.	11	No Item Number	\$ 1.500 \$ 0.250
Replacement,Cost,Shirt,Uniform,Industrial,Perma PressEmbroidery,Charge,Shirt,Employee Name,Over Right Pocket	11	935 L/R	\$ 15.000 \$ 1.500
Replacement,Cost,Pants,Uniform,Industrial,Perma PressReplacement,Cost,Shirt,Uniform,Industrial,Perma Press	11	945 L/R935 L/R	\$ 14.000 \$ 15.000
Replacement,Cost,Shirts,Men/Women,Industrial,100% CottonReplacement,Cost,Pants,Uniform,Industrial,Perma Press	11	330 L/R945 L/R	\$ 15.000 \$ 14.000
Replacement,Pants,Men,100% CottonReplacement,Cost,Shirts,Men/Women,Industrial,100% Cotton	11	340 L/R330 L/R	\$ 20.000 \$ 15.000
Replacement,Slacks,Women,Full ElasticReplacement,Pants,Men,100% Cotton	11	390/395 L/R340 L/R	\$ 17.000 \$ 20.000
Replacement,Slacks,Women,Half ElasticReplacement,Slacks,Women,Full Elastic	11	390/395 L/R390/395 L/R	\$ 17.000 \$ 17.000
Replacement,Shorts,Men,Industrial,Perma PressReplacement,Slacks,Women,Half Elastic	11	370 L/R390/395 L/R	\$ 15.300 \$ 17.000
Replacement,Jacket,LinedReplacement,Shorts,Men,Industrial,Perma Press	11	677 L/R370 L/R	\$ 25.000 \$ 15.300
Replacement,Shirt,KnitReplacement,Jacket,Lined	11	259 L/R677 L/R	\$ 15.000 \$ 25.000
Replacement,Pant,Denim,CottonReplacement,Shirt,Knit	11	394 L/R259 L/R	\$ 19.871 \$ 15.000
Replacement,Coat,ShopReplacement,Pant,Denim,Cotton	11	970 L/R394 L/R	\$ 30.000 \$ 19.871
Replacement,Apron,ShopReplacement,Coat,Shop	11	2855 L/R970 L/R	\$ 13.50 \$ 30.000
Replacement,CoverallsReplacement,Apron,Shop	11	912 L/R2855 L/R	\$ 24.000 \$ 13.50
Replacement,Coat,LabReplacement,Coveralls	11	925 L/R912 L/R	\$ 28.000 \$ 24.000

Replacement,Coat,Lapel	11	926 L/R925 L/R	\$ 26.100 \$ 28.000
Replacement,Smock,Short Sleeve	11	833 L/R926 L/R	\$ 11.000 \$ 26.100
Replacement,Smock,Women	11	675 L/R833 L/R	\$ 9.00 \$ 11.000
Replacement,Smock,Men	11	833 L/R675 L/R	\$ 11.000 \$ 9.00
Replacement,Bag,Laundry	11	833 L/R	\$ - \$ 11.000
Replacement,Shorts,Men's,Cargo/Utility,twill	11	370 L/R	\$ 15.300 \$ -
One Time Fitting Fee For Oversize Garments 3X and Above.	11	370 L/R	\$ - \$ 15.300
Replacement, Cost, Shirt, Uniform, Arasoft Checkmark, Perma Press	11	935 L/R	\$ 15.000 \$ -
Replacement, Pants, Men's, Cargo/Utility,65/35 Poly-Cotton Twill	11	270 L/R935 L/R	\$ 24.000 \$ 15.000
Replacement, Slacks, Women, Side Elastic	11	390/395 L/R270 L/R	\$ 17.000 \$ 24.000
Replacement, Cost, Ultrasoft Flame Resistant Shirt	11	60694 L/R390/395 L/R	\$ 26.000 \$ 17.000
Replacement, Cost, Ultrasoft Flame Resistant Pant	11	70644 L/R60694 L/R	\$ 29.000 \$ 26.000
Replacement, Cost, Ultrasoft Flame Resistant Pant	1	70644 L/R	\$ 29.000

Item Description	Qty	Manufacturer/Item #	USC Unit Price
Cover,Fender,Service,Rental/Laundry Region 1	52	2191	0.360
Rental and Laundry Service: Fender Covers for Mechanics. Region 2	52	2191	0.360
Rental and Laundry Service: Fender Covers for Mechanics. Region 3	52	2191	0.360
Rental and Laundry Service: Fender Covers for Mechanics. Region 4	52	2191	0.360
Rental and Laundry Service: Fender Covers for Mechanics. Region 5	52	2191	0.360
Rental and Laundry Service: Fender Covers for Mechanics. Region 6	52	2191	0.360
Towel,Shop,Service,Rental/Laundry, red, Region 1	52	2160	0.06
Rental and Laundry Service: Shop Towels, Red. Region 2	52	2160	0.06
Rental and Laundry Service: Shop Towels, Red. Region 3	52	2160	0.06
Rental and Laundry Service: Shop Towels, Red. Region 4	52	2160	0.06
Rental and Laundry Service: Shop Towels, Red. Region 5	52	2160	0.06
Rental and Laundry Service: Shop Towels, Red. Region 6	52	2160	0.06
Towel,Shop,Service,Rental/Laundry,White,Laboratory Region 1	52	2161	0.10
Rental and Laundry Service: Shop Towels, White, for Laboratory, Region 2	52	2161	0.10
Rental and Laundry Service: Shop Towels, White, for Laboratory. Region 3	52	2161	0.10
Rental and Laundry Service: Shop Towels, White, for Laboratory. Region 4	52	2161	0.10
Rental and Laundry Service: Shop Towels, White, for Laboratory. Region 5	52	2161	0.10
Rental and Laundry Service: Shop Towels, White, for Laboratory. Region 6	52	2161	0.10
Towel,Roll,Service,Rental/Laundry, region 1	52	2991	1.350
Rental and Laundry Service: Roll Towel. Region 2	52	2991	1.350
Rental and Laundry Service: Roll Towel. Region 3	52	2991	1.350
Rental and Laundry Service: Roll Towel. Region 4	52	2991	1.350

Rental and Laundry Service: Roll Towel. Region 5	52	2991	1.350
Rental and Laundry Service: Roll Towel. Region 6	52	2991	1.350
Mop,Dust,Service,22"-24",Rental/Laundry Region 1	52	2570	0.40
Rental and Laundry Service: Dust Mops, 22"-24". Region 2	52	2570	0.40
Rental and Laundry Service: Dust Mops, 22"-24". Region 3	52	2570	0.40
Rental and Laundry Service: Dust Mops, 22"-24". Region 4	52	2570	0.40
Rental and Laundry Service: Dust Mops, 22"-24". Region 5	52	2570	0.40
Rental and Laundry Service: Dust Mops, 22"-24". Region 6	52	2570	0.40
Mop,Dust,Service,30",Rental/Laundry, region 1	52	2590	0.50
Rental and Laundry Service: Dust Mops, 30". Region 2	52	2590	0.50
Rental and Laundry Service: Dust Mops, 30". Region 3	52	2590	0.50
Rental and Laundry Service: Dust Mops, 30". Region 4	52	2590	0.50
Rental and Laundry Service: Dust Mops, 30". Region 5	52	2590	0.50
Rental and Laundry Service: Dust Mops, 30". Region 6	52	2590	0.50
Mop,Dust,Service,42",Rental/Laundry, region 1	52	2604	0.60
Rental and Laundry Service: Dust Mops, 42". Region 2	52	2604	0.60
Rental and Laundry Service: Dust Mops, 42". Region 3	52	2604	0.60
Rental and Laundry Service: Dust Mops, 42". Region 4	52	2604	0.60
Rental and Laundry Service: Dust Mops, 42". Region 5	52	2604	0.60
Rental and Laundry Service: Dust Mops, 42". Region 6	52	2604	0.60
Mat,Floor,Service,3'x4',Rental/Laundry, region 1	52	84330	1.00
Rental and Laundry Service: Floor Mats, 3x4, Region 2	52	84330	1.00
Rental and Laundry Service: Floor Mats, 3x4, Region 3	52	84330	1.00
Rental and Laundry Service: Floor Mats, 3x4, Region 4	52	84330	1.00
Rental and Laundry Service: Floor Mats, 3x4, Region 5	52	84330	1.00
Rental and Laundry Service: Floor Mats, 3x4, Region 6	52	84330	1.00
Mat,Floor,Service,4'x6',Rental/Laundry, region 1	52	84430	1.50
Rental and Laundry Service: Floor Mats, 4x6, Region 2	52	84430	1.50
Rental and Laundry Service: Floor Mats, 4x6, Region 3	52	84430	1.50
Rental and Laundry Service: Floor Mats, 4x6, Region 4	52	84430	1.50
Rental and Laundry Service: Floor Mats, 4x6, Region 5	52	84430	1.50
Rental and Laundry Service: Floor Mats, 4x6, Region 6	52	84430	1.50
Mat,Floor,Service,3'x10',Rental/Laundry, region 1	52	84030	2.00
Rental and Laundry Service: Floor Mats, 3x10, Region 2	52	84030	2.00
Rental and Laundry Service: Floor Mats, 3x10, Region 3	52	84030	2.00
Rental and Laundry Service: Floor Mats, 3x10, Region 4	52	84030	2.00
Rental and Laundry Service: Floor Mats, 3x10, Region 5	52	84030	2.00
Rental and Laundry Service: Floor Mats, 3x10, Region 6	52	84030	2.00
Towel,Bath,Service,Rental/Laundry, Region 1	52	2719	0.405
Rental and Laundry Service: Bath Towels, Region 2	52	2719	0.405

Rental and Laundry Service: Bath Towels, Region 3	52	2719	0.405
Rental and Laundry Service: Bath Towels, Region 4	52	2719	0.405
Rental and Laundry Service: Bath Towels, Region 5	52	2719	0.405
Rental and Laundry Service: Bath Towels, Region 6	52	2719	0.405
Cloth,Wash,Service,Rental/Laundry, Region 1	52	6448	0.108
Rental and Laundry Service: Wash Cloths, Region 2	52	6448	0.108
Rental and Laundry Service: Wash Cloths, Region 3	52	6448	0.108
Rental and Laundry Service: Wash Cloths, Region 4	52	6448	0.108
Rental and Laundry Service: Wash Cloths, Region 5	52	6448	0.108
Rental and Laundry Service: Wash Cloths, Region 6	52	6448	0.108
Towel,Laboratory,Service,Rental/Laundry,12"x24",100%Cotton	52	2700	0.10
Mop,Wet,Service,Rental/Laundry,22",ContinousLoopConstruction,SewnTailBands,PreventTangles, Region 1	52	6913	0.70
Wet Mop 22" Rental & Laundry Service. Continous Loop Construction. Sewn on Tail Bands to Prevent Tangles. Region 2	52	6913	0.70
Wet Mop 22" Rental & Laundry Service. Continous Loop Construction. Sewn on Tail Bands to Prevent Tangles. Region 3	52	6913	0.70
Wet Mop 22" Rental & Laundry Service. Continous Loop Construction. Sewn on Tail Bands to Prevent Tangles. Region 4	52	6913	0.70
Wet Mop 22" Rental & Laundry Service. Continous Loop Construction. Sewn on Tail Bands to Prevent Tangles. Region 5	52	6913	0.70
Wet Mop 22" Rental & Laundry Service. Continous Loop Construction. Sewn on Tail Bands to Prevent Tangles. Region 6	52	6913	0.70
Mop,Wet,Service,Rental/Laundry,30",ContinousLoopConstruction,SewnTailBands,PreventTangles, Region 1	52	2650	0.70
Wet Mop 30" Rental & Laundry Service. Continous Loop Construction. Sewn on Tail Bands to Prevent Tangles. Region 2.	52	2650	0.70
Wet Mop 30" Rental & Laundry Service. Continous Loop Construction. Sewn on Tail Bands to Prevent Tangles. Region 3	52	2650	0.70
Wet Mop 30" Rental & Laundry Service. Continous Loop Construction. Sewn on Tail Bands to Prevent Tangles. Region 4	52	2650	0.70
Wet Mop 30" Rental & Laundry Service. Continous Loop Construction. Sewn on Tail Bands to Prevent Tangles. Region 5	52	2650	0.70
Wet Mop 30" Rental & Laundry Service. Continous Loop Construction. Sewn on Tail Bands to Prevent Tangles. Region 6.	52	2650	0.70

Microfiber Mop, Rental and Laundry Service. Densely woven microfiber mop head. 80%polyester/20% polyamide Region 1	52	7000	0.459
Microfiber Mop, Rental and Laundry Service. Densely woven microfiber mop head. 80%polyester/20% polyamide region 2	52	7000	0.459
Microfiber Mop, Rental and Laundry Service. Densely woven microfiber mop head. 80%polyester/20% polyamide Region 3	52	7000	0.459
Microfiber Mop, Rental and Laundry Service. Densely woven microfiber mop head. 80%polyester/20% polyamide Region 4	52	7000	0.459
Microfiber Mop, Rental and Laundry Service. Densely woven microfiber mop head. 80%polyester/20% polyamide Region 5	52	7000	0.459
Microfiber Mop, Rental and Laundry Service. Densely woven microfiber mop head. 80%polyester/20% polyamide Region 6	52	7000	0.459
Mop,Handles&Frames,Fit Dust Mop Head and Wet Mop Head, Region 1	52	1946,1947, 1948, 6920	0.00
Mop,Handles/Frames,ShallAccommodateDustMopHeads/WetMopHeads, Region 2	52	1946, 1947, 1948, 6921	0.00
Mop Handles & Frames Shall be Available to Accommodate the Dust Mop Heads and Wet Mop Heads.Region 3	52	1946, 1947, 1948, 6922	0.00
Mop Handles & Frames Shall be Available to Accommodate the Aforementioned Dust Mop heads & Wet Mop Heads. Region 4.	52	1946, 1947, 1948, 6923	0.00
Mop Handles & Frames Shall be Available to Accommodate the Dust Mop Heads and Wet Mop Heads. Region 5.	52	1946, 1947, 1948, 6924	0.00
Mop Handles & Frames Shall be Available to Accommodate the Dust Mop Heads and Wet Mop Heads. Region 6.	52	1946, 1947, 1948, 6925	0.00
Towel,Bath,Service,Rental/Laundry,24"x50",100%Cotton,HemmedEnds	52	2719	0.405
Towel,Bar,Service,Rental/Laundry,Region1	52	2700	0.10
Towel,Bar,Service,Rental/Laundry,Region2	52	2700	0.10
Towel,Bar,Service,Rental/Laundry,Region3	52	2700	0.10
Towel,Bar,Service,Rental/Laundry,Region4	52	2700	0.10
Towel,Bar,Service,Rental/Laundry,Region5	52	2700	0.10
Towel,Bar,Service,Rental/Laundry,Region6	52	2700	0.10
Delivery,Charge,Environmental/Location	52	15	0.000
Towel,Bath,Replacement/damage	52	2719 L/R	1.980
Towel,Bar,Replacement/damage	52	2700 L/R	1.25
Cloth,Wash,Replacement/damage	52	6448 L/R	0.810

Towel,Laboratory,Replacement/damage	52	2700 L/R	0.50
Rag,Shop,Red,Replacement/damage	52	2160 L/R	0.40
Rag,Shop,White,Lab,Replacement/damage	52	2161 L/R	0.40
Towel,Roll,Replacement/damage	52	2991 L/R	27.000
Cover,Fender,Replacement/damage	52	2191 L/R	6.300
Head,Mop,Dust,Replacement/damage	52	2590 L/R	10.00
Mop,Wet,Replacement/damage	52	6913 L/R	10.00
Handle,Mop,Replacement/damage	52	6920 L/R	3.555
Frame,Mop,22-24",Replacement/damage	52	1946 L/R	3.00
Frame,Mop, 30"Replacement/damage	52	1947 L/R	3.00
Frame,Mop,42"Replacement/damage	52	1948 L/R	3.00
Mat,Floor,3x5,Replacement/damage	52	84330 L/R	45.855
Mat,Floor,4x6,Replacement/damage	52	84430 L/R	71.330
Mat,Floor,3x10,Replacement/damage	52	84030 L/R	91.710
Roll Cabinet, all regions	52	0.00	0.00
Wiper Bag, all regions	52	0.00	0.00
Bag rack, all regions	52	0.00	0.00

## AMENDMENT #1

### Contract #000000000000000000015709

This is an Amendment to the Contract (the "Contract") entered into by and between the **Indiana Department of Administration** (the "State") and **CINTAS LOC 365** (the "Contractor") approved by the last State signatory on **April 1, 2016**.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract term remains **unchanged**. It shall terminate on **March 31, 2019**.
2. The consideration is **unchanged**. Total remuneration under the Contract is not to exceed **\$900,000.00**.
3. **Contractor agrees to minimum stop charge of \$15.00.**
4. The Contract is also amended by adding the following:
  - A. **Employment Eligibility Verification.** As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:
    - a. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
    - b. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
    - c. The Contractor shall require his/her/its 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. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
    - d. The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.
  - B. **Assignment of Antitrust Claims.** The Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

**All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

[https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP\\_GUEST](https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST)

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

CINTAS LOC 365

Indiana Department of Administration

By:   
 Digitally signed by Levi Starnes, General Manager  
 DN: cn=Levi Starnes, General Manager, o=Cintas Corporation, ou, email=StarnesL2@cintas.com, c=US  
 Date: 2016.11.23 10:42:15 -05'00'

Title: General Manager  
 Date: \_\_\_\_\_

By:   
 Digitally signed by Donna Pedersen  
 DN: cn=Donna Pedersen, o=Indiana Department of Administration, ou=IDOA, email=dpedersen@idoa.in.gov, c=US  
 Date: 2016.11.29 07:08:17 -05'00'

Title: Donna Pedersen  
 Date: \_\_\_\_\_

Electronically Approved by: Department of Administration  By: _____ (for) Jessica Robertson, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	
Electronically Approved by: State Budget Agency  By: _____ (for) Brian E. Bailey, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General  By: _____ (for) Gregory F. Zoeller, Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

## AMENDMENT #2

### Contract #0000000000000000000015709

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Administration (the "State") and CINTAS LOC G65 (the "Contractor") approved by the last State signatory on April 1, 2016.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract term remains unchanged. It shall terminate on March 31, 2019.
2. The consideration is unchanged. Total remuneration under the Contract is not to exceed \$900,000.00.
3. The Contract is amended by adding the following:
  - A. **Exhibit C – Line Item Pricing** is removed in its entirety and replaced with the attached updated exhibit.

**All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

[https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP\\_GUEST](https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST)

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

CINTAS LOC G65

Indiana Department of Administration

By: **Levi Starnes,** Digitally signed by Levi Starnes,  
General Manager  
DN: cn=Levi Starnes, General  
Title: **General** Manager, o=Cintas Corporation,  
ou, email=StarnesL2@cintas.com,  
Date: **Manager** c=US  
Date: 2017.04.06 16:20:26 -04'00'

By: **David** Digitally signed by David  
Brandon-Friedman  
DN: cn=David Brandon-  
Title: **Brandon-**Friedman, o=State of Indiana,  
ou=Indiana Department of  
Administration,  
Date: **Friedman** email=dbrandonfriedman@ido  
a.in.gov, c=US  
Date: 2017.04.07 08:47:30  
-04'00'

<p>Electronically Approved by: Department of Administration</p> <p>By: _____ (for) Jessica Robertson, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	
<p>Electronically Approved by: State Budget Agency</p> <p>By: _____ (for) Jason D.Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved as to Form and Legality: Office of the Attorney General</p> <p>By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>

## EXHIBIT C: Line Item Pricing

### I. GENERAL

A. The fees stated includes all costs associated with the performance of the services specified, including materials, supervision, labor, transportation and related costs. Any cost not mentioned here or listed below should be factored into the price of the items. **No additional charges shall be allowed, with the exception of the minimum stop charge established in Amendment #1.** For rental or lease, the price for each garment shall include, but shall not be limited to, all costs for the following:

1. Oversized Garments
2. Emblems, embroidery or for attachment of the same
3. No minimum bulk billing or auto replacement charges
4. Repairs or Alterations
5. Cost for disposal of laundering waste

B. The State is exempt from Sales, Use and Federal Excise Taxes on these products and or services. Exemption Certificates will be provided to the Vendor upon request.

C. Fees stated shall be firm for the initial one (1) year of this Agreement.

Cinta Item#	Description	Price
205	Rental, Women's Comfort Blouse with Pocket Product #205	\$0.163
205	Lease, Women's Comfort Blouse with Pocket Product #205	\$0.122
205	Loss/Replacement Women's Comfort Blouse with Pocket Product #205	\$16.994
259	Replacement,Shirt,Knit Product #259	\$15.255
259	Lease, shirt, knit product # 259	\$0.206
259	PRO KNIT NG, Rental- Product #259	\$0.275
270	Service,Rental/Laundry,Short,Men,Industrial,Permanent Press,7-1/2oz.,Twill,65%Polyester/35%Combed Cotton,Slack Style Front Pockets,2 Hip Pockets w/Darts,11/Employee 5 Changes/Week Product #270	\$0.332
270	Service, Lease, Pant, Men's, Cargo/Utility, twill, 65/35 polyester/cotton, 2 extra deep front pockets, 2 back pockets, cargo pockets, fly front w/zipper, button closure at waistband, 7 Pants/Employee 5 changes/week (Navy, Charcoal, Tan) Product #270	\$0.249
270	Replacement, Pants, Men's, Cargo/Utility,65/35 Poly-Cotton Twill Product #270	\$24.408
273	Rental, Men's High-Image Work Shirt Product #273	\$0.254
273	Lease, Men's High-Image Work Shirt Product #273	\$0.191
273	Loss/Replacement Men's High-Image Work Shirt Product #273	\$23.544
275	Rental, Men's HI-Performance Polo Product #275	\$0.386
275	Lease, Men's HI-Performance Polo Product #275	\$0.290
275	Loss/Replacement Men's HI-Performance Polo Product #275	\$28.476
294	Shirt,FlameResistant,Rental-Product#294	\$0.374
294	Shirt,FlameResistant,Replacement-Product#294	\$59.495
330	Service,Rental/Laundry,Shirt,Men/Women,Long/Short Sleeve,Industrial,100%Light Weight Cotton,Employees Allergic To Blends,Collar w/Stays,6 Buttons,11 Shirts/Employee 5 Changes/Week Product #330	\$0.224

330	Service, Lease, Shirt, Men/Women, Long/Short Sleeve, Industrial, 100% Light Weight Cotton for Employees Allergic To Blends, Collar w/Stays, 6 Buttons, 7 Shirts/Employee, 5 Changes/Week (Various Colors) Product #330	\$0.186
330	Replacement, Cost, Shirts, Men/Women, Industrial, 100% Cotton Product #330	\$15.255
340	Service, Rental/Laundry, Pant, Men, 100% Cotton, Industrial, For Employees Allergic To Blends, Slack Style Front Pockets, 2 Hip Pockets, Darts Over Hip Pockets, 11 Pair/Employee 5 Changes/Week Product #340	\$0.336
340	Service, Lease, Pant, Men, 100% Cotton, Industrial for Employees Allergic To Blends, Slack Style Front Pockets, 2 Hip Pockets, Darts Over Hip Pockets, 7 Pants/Employee 5 Changes (Various Colors) Product #340	\$0.262
340	Replacement, Pants, Men, 100% Cotton Product #340	\$20.340
370	Service, Rental/Laundry, 5 shorts, Men's, Cargo Utility, twill, knee length Product #370	\$0.320
370	Service Lease, Short, Men's, Cargo/Utility, twill, 65/35 polyester/cotton, knee length w/10" min inseam, 2 extra deep front pockets, 2 back pockets, cargo pockets, fly front w/zipper, button closure at waistband, 7 Shorts/employee 5 changes/week (Navy, Charcoal) Product #370	\$0.240
370	Replacement, Shorts, Men's, Cargo/Utility, twill Product #370	\$15.560
371	Pant, Flame Resistant, Rental-Product #371	\$0.384
371	Pant, Flame Resistant, Replacement-Product #371	\$44.850
374	Loss/Replacement Men's Long Sleeve Shirt (Oxford) Product #374	\$17.411
374	Rental, Men's Long Sleeve Shirt (Oxford) Product #374	\$0.207
374	Lease, Men's Long Sleeve Shirt (Oxford) Product #374	\$0.156
381	Rental, Carhartt 5 pocket jeans Product #381	\$0.386
381	Lease, Carhartt 5 pocket jeans Product #381	\$0.290
381	Loss/Replacement Carhartt 5 pocket jeans Product #381	\$26.944
382	Rental, Carhartt carpenter jeans Product #382	\$0.386
382	Lease, Carhartt carpenter jeans Product #382	\$0.290
382	Loss/Replacement Carhartt carpenter jeans Product #382	\$30.053
384	Shirt, Flame Resistant, Rental-Product #384	\$0.336
384	Shirt, Flame Resistant, Replacement-Product #384	\$24.408
388	Rental, Pant, Susan Fit, Women's Cargo Product #388	\$0.407
388	Lease, Pant, Susan Fit, Women's Cargo Product #388	\$0.295
388	Loss/Replacement Pant, Susan Fit, Women's Cargo Product #388	\$17.289
389	Rental, Pant, Cathy Fit, Women's Cargo Product #389	\$0.407
389	Lease, Pant, Cathy Fit, Women's Cargo Product #389	\$0.295
389	Loss/Replacement Pant, Cathy Fit, Women's Cargo Product #389	\$17.289
394	Service Rental/Laundry, Pant, 14oz, Cotton Denim Jean, Industrial, 5 Pocket Styling, 11 Pair/Employee, 5 Changes/Week Product #394	\$0.301
394	Replacement, Pant, Denim, Cotton Product #394	\$20.209
394	Service Lease, Pant, 14oz, Cotton Denim Jean, Industrial, 5 Pocket Styling, 11 Pair/Employee, 5 Changes/Week Product #394	\$0.226
675	Service, Rental/Laundry, Smock, Women, Long/Short Sleeve, 80% Polyester/20% Combed Cotton, 4 Buttons, One-Piece Lined Collar, 2 Lower Front Pockets, French Hemmed Cuffs, 11/Employee 5 Changes/Week Product #675	\$0.192
675	Replacement, Smock, Women Product #675	\$9.153

675	Service,Lease,Smock,Women, Long/Short Sleeve,80%Polyester/20% Combed Cotton,4 Buttons,One-Piece Lined Collar,2 Lower Front Pockets,French Hemmed Cuffs,11/Employee 5 Changes/Week Product #675	\$0.142
677	Service,Rental/Laundry,Jacket,Work,Industrial,Lined,Hip Length,65%Polyester/35%Combed Cotton,Lined Collar w/Stays,2 Pockets Inset On Seam,Adjustable 2 Button Cuffs,Patch Pocket On Sleeve,2coats/employee, 1change/week Product #677	\$0.443
677	Replacement,Jacket,Lined Product #677	\$25.425
677	Service,Lease,Jacket,Work,Industrial,Lined,Hip Length,65%Polyester/35%Combed Cotton,Lined Collar w/Stays,2 Pockets Inset On Seam,Adjustable 2 Button Cuffs,Patch Pocket On Sleeve,2coats/employee, 1change/week Product #677	\$0.333
894	Rental, Jeans, Cintas Product #894	\$0.241
894	Lease, Jeans, Cintas Product #894	\$0.181
894	Loss/Replacement Jeans, Cintas Product #894	\$20.209
912	Service,Rental/Laundry,Coveralls,Navy Blue,3/Employee 1 Change/Week Product #912	\$0.311
912	Replacement,Coveralls Product #912	\$24.408
912	Service,Lease,Coveralls,Navy Blue,3/Employee 1 Change/Week Product #912	\$0.233
925	LAB COAT/WHITE/POPLI , Rental -Product# 925	\$0.249
925	LAB COAT/WHITE/POPLI, Lease-Product# 925	\$0.186
925	LAB COAT/WHITE/POPLI, LOSS/REPLACEMENT -Product# 925 LR	\$28.476
926	Service,Rental/Laundry,White,Coat,Laboratory,3 Coats/Employee 1Change/Week Product #926	\$0.384
926	Replacement,Coat,Lapel Product #926	\$26.544
926	Service,Lease,Coat,Lapel,White,11/Employee 5 Changes/Week Product #926	\$0.289
935	Service,Rental/Laundry,Shirt,Men/Women,Perma Press Industrial,Long/Short Sleeve, 65/35 Poly/Cot.Open Weave, Lined Collarw/Stays, 2 Button-Thru Pockets, 6 Buttons, Gripper at Neck, Pencil Slot in Left Pocket,11 Shirt/Employee 5 Changes/Week Product #935	\$0.153
935	Service, Lease, Shirt, Men/Women, Perma Press Industrial, Long/Short Sleeve, 65/35 Poly/Cotton, 2 Button-Thru Pockets, 6 Buttons, Gripper at Neck, Pencil Slot in Left Pocket, 7 Shirts/Employee 5 Changes/Week. Product #935	\$0.140
935	Replacement,Cost,Shirt,Uniform,Industrial,Perma Press Product #935	\$15.255
945	Service,Rental/Laundry,Pant,Men,Perma Press,Industrial,7-1/2 oz.,Twill,65%Polyester/35%Combed Cotton,Slack Style Front Pockets,2 Hip Pockets,Darts Over Hip Pockets,11 Pair/Employee,5 Changes/Week Product #945	\$0.213
945	Service, Lease/Laundry, 6 pants, Men, Perma Press, Industrial, 7 1/2 oz., twill, Poly cotton, Slack. Product #945	\$0.160
945	Replacement,Cost,Pants,Uniform,Industrial,Perma Press Product #945	\$14.238
970	Service,Rental/Laundry,Coat,Shop,Mechanics,Navy,3 Coats/Employee 1 Change/Week Product #970	\$0.425
970	Replacement,Coat,Shop Product #970	\$30.510
970	Service,Lease,Coat,Shop,Mechanics,Navy,3 Coats/Employee 1 Change/Week Product #970	\$0.319
1810	SERVICE, RENTAL/ LAUNDRY, MAT, DURA LITE, ANTI SLIP, 3 X 5- PRODUCT # 01810	\$2.410
1810	REPLACEMENT, LOSS, MAT, DURA LITE- PRODUCT # 01810	\$51.816
1946	Frame,Mop,22-24",Replacement/damage Product #1946	\$3.051

1947	Frame,Mop, 30"Replacement/damage Product #1947	\$3.051
1948	Frame,Mop,42"Replacement/damage Product #1948	\$3.051
2160	Service,Rental/Laundry, Towel, Shop, Red Product #2160	\$0.061
2160	Rag,Shop,Red,Replacement/damage Product #2160	\$0.407
2161	Towel,Shop,Service,Rental/Laundry,White,Laboratory Product #2161	\$0.102
2161	Rag,Shop,White,Lab,Replacement/damage Product #2161	\$0.407
2191	Service,Rental/Laundry Cover, Fender, for Mechanics Product #2191	\$0.366
2191	Cover,Fender,Replacement/damage Product #2191	\$6.407
2477	3X5 Scraper Mat-Product# 2477	\$1.424
2477	3X5 Scraper Mat, LOSS/REPLACEMENT-Product# 2477 L/R	\$46.629
2570	Mop,Dust,Service,22"-24",Loss/Replacement Product #2570	\$10.170
2570	Mop,Dust,Service,22"-24",Rental/Laundry Product #2570	\$0.407
2590	Mop,Dust,Service,30",Rental/Laundry Product #2590	\$0.509
2590	Head,Mop,Dust,Replacement/damage Product #2590	\$10.170
2604	Mop,Dust,Service,42",Loss/Replacement Product #2604	\$10.170
2604	Mop,Dust,Service,42",Rental/Laundry Product #2604	\$0.610
2650	LossReplacement; Mop, Wet,30", Continous Loop Construction, Sewn Tail Bands, Prevent Tangles Product #2650	\$10.170
2650	Rental and Laundry Service: Mop, Wet,30", Continous Loop Construction, Sewn Tail Bands, Prevent Tangles Product #2650	\$0.712
2700	Towel,Bar,Service,Rental/Laundry Product #2700	\$0.102
2700	Towel,Bar,Replacement/damage Product #2700	\$1.271
2719	Towel,Bath,Service,Rental/Laundry,24"x50",100%Cotton,HemmedEnds Product #2719	\$0.412
2719	Towel,Bath,Replacement/damage Product #2719	\$2.014
2855	Service,Rental/Laundry,Apron,Shop,1/Week Product #2855	\$0.247
2855	Replacement,Apron,Shop Product #2855	\$13.730
2964	STRIPE SWIPE TOWEL, rental weekly service- Product #2964	\$1.348
2964	STRIPE SWIPE TOWEL, rental weekly service- Product #2964	\$0.177
2991	Service,Rental,Laundry, Towel, Roll Product #2991	\$1.373
2991	Towel,Roll,Replacement/damage Product #2991	\$27.459
2995	Roll Cabinet, loss/replacement; Product #2995	\$134.315
2995	Roll Cabinet, all regions Product #2995	\$0.000
5477	SERVICE, RENTAL / LAUNDRY, MAT, PHOTO-SAFETY, 3 X 5- PRODUCT # 5477	\$3.478
5477	REPLACEMENT/LOSS, MAT, PHOTO-SAFETY, 3 X 5,- PRODUCT # 5477	\$76.275
5478	SERVICE, RENTAL/ LAUNDRY, MAT, PHOTO-SAFETY, 4 X 6- PRODUCT # 5478	\$4.149
5478	REPLACEMENT/LOSS, MAT, PHOTO-SAFETY, 4 X 6,- PRODUCT # 5478	\$96.615
6448	Rental and Laundry Service: Cloth, Wash Product #6448	\$0.110
6448	Cloth,Wash,Replacement/damage Product #6448	\$0.824
6680	Service,Loss/Replacement Laundry,Mat,Urinal,1Change/Week-Product#6680	\$7.322
6680	Service,Rental/Laundry,Mat,Urinal,1Change/Week-Product#6680	\$1.526
6728	Jacket/Liner,FlameResistant,Rental-Product#6728	\$2.654
6728	Jacket/Liner,FlameResistant,Replacement-Product#6728	\$128.142
6789	Service,Rental/Laundry,Mat,Commode,1Change/Week-Product#6789	\$1.526

6789	Mat,Commode,Replacement-Product#6789+C:E	\$8.136
6913	Rental and Laundry Service, Mop,Wet, 22",Continuous Loop Construction, Sewn Tail Bands, Prevent Tangles Product #6913	\$0.712
6913	Mop,Wet,Replacement/damage Product #6913	\$10.170
6929	Microfiber Mop Bucket -Product#6929	\$1.017
6929	Microfiber Mop Bucket, LOSS/REPLACEMENT -Product#6929 LR	\$25.425
7000	loss/replacement: Mop, Head, Microfiber, Densely woven microfiber mop head. 80%polyester/20% polyamide Product #7000	\$7.254
7000	Rental and Laundry Service: Mop, Head, Microfiber, Densely woven microfiber mop head. 80%polyester/20% polyamide Product #7000	\$0.467
7432	12"x12" microfiber wiper cloth, Blue-Product# 7432	\$0.156
7432	12"x12" microfiber wiper cloth, Blue, LOSS/REPLACEMENT-Product#7432 L/R	\$1.348
7461	Jacket,Work,FlameResistant,Rental-Product#7461	\$2.288
7461	Jacket,Work,FlameResistant,Replacement-Product#7461	\$133.227
8119	Microfiber Highduster -Product# 8119	\$0.661
8119	Microfiber Highduster, LOSS/REPLACEMENT -Product#8119 LR	\$11.238
10198	SERVICE, RENTAL/LAUNDRY,TRAFFIC MAT, 3 X 10, PRODUCT #10198	\$6.407
10198	REPLACEMENT/DAMAGE, TRAFFIC MAT, 3 X 10, PRODUCT #10198	\$152.550
60694	Service, Rental/Laundry, Flame Resistant Shirt, Men/Women, 7 oz Long Sleeve, 88/12 Cotton/Nylon Twill, 2 Chest Pockets w/Button Flap, NFPA 70 E Rating-Hazard Risk 2, 11 Shirts/Employee 5 Changes/Week. Product #60694	\$0.394
60694	Replacement, Cost, Ultrasoft Flame Resistant Shirt Product #60694	\$26.442
60694	Service, Lease, Flame Resistant Shirt, Men/Women, 7 oz Long Sleeve, 88/12 Cotton/Nylon Twill, 2 Chest Pockets w/Button Flap,NFPA 70 E Rating-Hazard Risk 2, 11 Shirts/Employee 5 Changes/Week. Product #60694	\$0.295
66273	Rental, Women's High-Image Work Shirt Product #66273	\$0.254
66273	Lease, Women's High-Image Work Shirt Product #66273	\$0.191
66273	Loss/Replacement Women's, High-Image Work Shirt Product #66273	\$23.544
66275	Rental, Women's HI-Performance Polo Product #66275	\$0.386
66275	Lease, Women's HI-Performance Polo Product #66275	\$0.290
66275	Loss/Replacement Women's HI-Performance Polo Product #66275	\$28.476
70644	Service, Rental/Laundry, Flame Resistant 9 oz Pant, Men/Women, 88/12 Cotton/Nylon Twill, 2 Front Pockets, 2 Hip Pockets w/Button, NFPA 70 E Rating-Hazard Risk 2, 11 Pants/Employee 5 Changes/Week. Product #70644	\$0.394
70644	Replacement, Cost, Ultrasoft Flame Resistant Pant Product #70644	\$29.493
70644	Service, Lease, Flame Resistant 9 oz Pant, Men/Women, 88/12 Cotton/Nylon Twill, 2 Front Pockets, 2 Hip Pockets w/Button, NFPA 70 E Rating-Hazard Risk 2, 11 Pants/Employee 5 Changes/Week. Product #70644	\$0.295
84001	3x10 Logo Mat-Product# 84001 Loss/Replacement	\$233.173
84001	3x10 Logo Mat -Product# 84001	\$5.162
84030	Mat,Floor,3x10,Replacement/damage Product #84030	\$93.269
84030	Mat,Floor,Service,gray,3'x10',Rental/Laundry Product #84030	\$2.034
84301	3X5 Logo Mat -Product# 84301	\$1.442
84301	3X5 Logo Mat, LOSS /REPLACEMENT -Product# 84301 L/R	\$82.906
84315	SERVICE, RENTAL/LAUNDRY,MAT,FLOOR, 3 X 5, RED - PRODUCT # 84315	\$1.017
84315	REPLACEMENT/DAMAGE, MAT, FLOOR, 3 X 5, RED-PRODUCT # 84315	\$46.635

84330	Mat,Floor,3x5,Replacement/damage Product #84330	\$46.635
84330	Mat, Floor, Service, gray, 3'x5',Rental/Laundry Product #84330	\$1.017
84401	4x6 Logo Mat loss/replacement -Product# 84401	\$186.538
84401	4x6 Logo Mat -Product# 84401	\$4.155
84430	Mat,Floor,4x6,Replacement/damage Product #84430	\$72.543
84430	Mat,Floor,Service,gray,4'x6',Rental/Laundry Product #84430	\$1.526
1946, 1947, 1948, 6920	Mop,Handles&Frames,Fit Dust Mop Head and Wet Mop Head Product #1946, 1947, 1948, 6920	\$0.000
390/395	Service, Rental, Slack, Women, Half Elastic, 7-1/2 oz., Twill, 65% Polyester 35% Combed Cotton,7 Slacks/Employee 5 Changes/Week (Navy, White, Charcoal) Product #390/395	\$0.254
390/395	Service, Lease, Slack, Women, Side Elastic, 7-3/4 oz., Twill, 65% Polyester 35% Combed Cotton,7 Slacks/Employee 5 Changes/Week (Navy) Product #390/395	\$0.203
390/395	Replacement, Slacks, Women, Side Elastic Product #390/395	\$17.289
6922	Rental; WOOD WET MOP HANDLE	\$0.000
6922	Loss/Replacement; WOOD WET MOP HANDLE	\$3.051
6923	Rental; FIBGLS WET MOP HANDL	\$0.000
6923	LossReplacement; FIBGLS WET MOP HANDL	\$3.051
6925	FBGLS DUST MOP HANDL	\$3.051
125	Set-Up,Charge,Garment Prep,Future,(Per Garment)The Prep Charge Shall Remain the Same for Embroidered Future Needs	\$0.763
124	Embroidery,Emblem,Agency Name,Future Emblem Charge,The Emblem Charge Shall Remain the Same for Future Needs	\$2.034
124	Silkscreen,Emblem,Agency Name,Future Emblem Charge,Emblem Silk Screen Charge Shall Remain the Same for Future Needs	\$1.271
124	Embroidery,Charge,Agency Name,Shirt,Over the Left Pocket	\$2.034
124	Embroidery,Emblem,Employee Name,Future Emblem Charge - Employee Name Embroidered on Emblem. The Emblem Charge Shall Remain the Same for Future Needs.	\$1.526
124	Silk Screen,Emblem,Employee Name,Future Emblem Charge - Employee Name Silk Screened on Emblem. Emblem Silk Screen Charge Shall Remain the Same for Future Needs.	\$0.254
124	Embroidery,Charge,Shirt,Employee Name,Over Right Pocket	\$1.526
	Replacement,Bag,Laundry	\$0.000
	One Time Fitting Fee For Oversize Garments 3X and Above.	\$0.000
6920	Handle,Mop,Replacement/damage	\$3.615
	Wiper Bag, all regions	\$0.000
	Bag rack, all regions	\$0.000

**AMENDMENT #3**

**Contract #0000000000000000000015709**

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Administration (the "State") and CINTAS LOC G65 (the "Contractor") approved by the last State signatory on April 1, 2016.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is amended by adding the following:

**A. Uniform Rental Term**

State Agencies may elect to participate in the uniform rental program throughout the life of the contract pursuant to Addendum #15709. All uniforms rented will be rented for the remainder of the initial contract term which expires March 31, 2019. Exceptions to the rental period require the agreement and written approval of the IDOA Contract Manager and the Contractor.

**All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.**



**STATE OF INDIANA ACCEPTANCE AGREEMENT FOR CONTRACT NUMBER 015709  
CINTAS RENTAL PROGRAM**

Date 11.16.23

Cintas Loc #366-South Bend, IN

Corporate Code\MLA Code 50954/210002021

The undersigned agency and/or State of Indiana entity elects to participate in the Cintas Rental Program governed by contract number **015709** by and between the State of Indiana and Cintas Corporation No. 2

The effective dates of the agreement are April 1, 2016 through March 31, 2024.

TERM (NUMBER OF MONTHS): 60months from date of installation

CUSTOMER NAME: City of Goshen Indiana

CUSTOMER ADDRESS: See list below

CITY & POSTAL CODE: Goshen, Indiana 46526

*City Departments included but not limited to: (Additional sites can be added upon written addendum)*

**STREET DEPARTMENT**

475 Steury Ave., Goshen, IN 46528

**WATER/SEWER PLANT**

308 N. 5th St., Goshen, IN 46528

**WASTEWATER TREATMENT PLANT**

1000 West Wilden Avenue, Goshen, IN 46528

**CITY HALL**

202 S. 5th St. Goshen, IN 46528

**MUNICIPAL ANNEX BUILDING**

204 East Jefferson St., Goshen, IN 46528

**POLICE AND CITY COURT BUILDING**

111 E. Jefferson St., Goshen, IN 46528

**UTILITY OFFICE**

203 S. 5th St., Goshen, IN 46528

**GOSHEN PARK OFFICE**

524 E. Jackson St., Goshen, IN 46526

**CENTRAL GARAGE**

320 Steury Ave., Goshen, IN 46528

Goshen Rieth Interpretive Center

Millrace Park, 410 W Plymouth Ave, Goshen, IN 46526

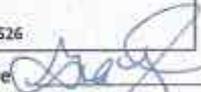
Cintas Signature:



Print Name:

Chris Sherman  
Public Sector  
Major Account Manager

Customer Signature:



Print Name:

Ghalib J

Print Title:

Print Title:

Mayor

STATE OF INDIANA ACCEPTANCE AGREEMENT CINTAS UNIFORM RENTAL PROGRAM





**Legal Department  
CITY OF GOSHEN**

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

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

December 4, 2023

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms  
**Subject:** Ratify Lease Agreement with Jack Doheny Company (JDC) to Rent Guzzler Vactor

On or about November 22, 2023, an internal failure occurred in filter 3 at the north well field, (see email from Water & Sewer attached as Exhibit A.) To make the necessary repairs, the City had to lease a vactor to clean out the media within the filter.

The next Board of Public Works & Safety meeting was two (2) weeks away and the City could not wait that long to make the repairs. Mayor Leichty was notified of the issue and authorized the City to rent the vactor so the City can proceed with making the repairs timely, (see executed rental contract marked as Exhibit B).

**Suggested Motion:**

**Move to ratify the execution of the lease agreement with JDC for the rental of a vactor necessary to repair filter 3 at he north well field.**

**From:** [Beard, Matt](#)  
**To:** [Toms, Brandy](#)  
**Cc:** [Holdren, Kent](#); [Shepherd, Marv](#)  
**Subject:** Filter Failing letter  
**Date:** Wednesday, November 22, 2023 6:40:02 AM  
**Attachments:** [image003.png](#)

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Brandi,

We need to rent a guzzler vactor from Jack Doheny Company to clean media out of filter 3 at the north well field. Something internally has failed and this filter plays an important part in supplying the city with water. Let me know if you need anything else.

Matt Beard  
Supervisor  
Water & Sewer Plant  
574-537-3846  
308 N 5<sup>th</sup> St  
Goshen, IN 46528





Rental Contract: 73374  
 Customer Code: GOSH0003  
 Branch #: 1900

# RENTAL CONTRACT

EXHIBIT B

**Invoice To:** GOSHEN, CITY OF  
 202 SOUTH 5TH STREET  
 GOSHEN IN 46528

**Ship To:** GOSHEN, CITY OF  
 GOSHEN IN  
 308 N 5TH  
 GOSHEN IN 46528  
 MATT BEARD

## INFORMATION

<b>Start Date:</b> 11/27/2023	<b>Payment Method:</b> 45 DAYS FROM INVOICE	<b>PO Number:</b>
<b>Est. Off Rental Date:</b> 12/1/2023	<b>Deposit:</b> \$0.00	<b>Salesman:</b> NICK SCHOEPF
<b>Make:</b> GM	<b>Delivery/Pick Up:</b> Fee: \$ 0	<b>Ordered By:</b> Matt Beard
<b>Model:</b> GUZZCAVATOR	<b>Customer DOT #:</b>	<b>Taken By:</b> NICK SCHOEPF
<b>Model Year:</b> 2020	<b>Renting Motor Carrier is Engaged in Interstate Transport:</b> <input type="checkbox"/>	
<b>Serial Number:</b> 19-07GL-6663	<b>Renting Motor Carrier is Transporting Hazardous Materials in the Rented Commercial Vehicle:</b> <input type="checkbox"/>	
<b>VIN:</b> 1NKZX4TXXLJ398754	<b>Master Rental Agreement on File (Y/N):</b> <input type="checkbox"/> <b>Current (Y/N):</b> <input type="checkbox"/>	
<b>Type:</b> IAHX		

## DETAILS

Qty.	Item No.	Description	Daily Rate	Weekly Rate	Monthly Rate
1	16961	HXXTPMTB Serial No: 19-07GL-6663 RENTAL OF A INDUSTRIAL AIR HANDLER HXX MOUNTED	\$1,500.00	\$4,900.00	\$14,500.00

Last Service: Date: \_\_\_\_\_ Hours: \_\_\_\_\_ Last DOT Inspection: Date: \_\_\_\_\_

## INSURANCE REQUIREMENTS

Valid Blanket Certificate on File  Customer Required to Furnish Certificate

Insurance Exp. \_\_\_\_\_

The following information must be listed on non-blanket certificates, see Minimum Requirements and example certificate for more information

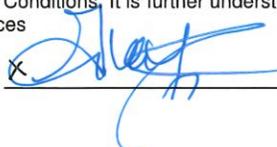
Chassis VIN #: 1NKZX4TXXLJ398754 Year: 2020  
 \$ 660,000.00

Equipment Replacement Value: \_\_\_\_\_

- \*\* Rental Unit Customer Responsibilities \*\***

  - Qualified/Trained Operator
  - Maintain IFTA Requirements
  - Maintain Valid Insurance
  - Flat Tires
  - Lubrication/Mfg. Recommended Maintenance
  - Emptying and Washout of Debris Tank
  - Damage/Abuse
  - Refueling Tank
  - General Clean Up -
  - Customer to Display Own DOT #
  - Wearable Items

I have read and understand the Rental Terms and Conditions. It is further understood that this agreement is not considered valid until accepted and approved by Jack Doheny Company's Michigan Corporate Offices

Date Out: \_\_\_\_\_ Signature: X  Name (Printed): X 



Rental Contract: 73374  
Customer Code: GOSH0003  
Branch #: 1900

## Terms and Conditions

- 1. Ownership.** The equipment is the property of Lessor and is to be returned to the place where rented at the end of the rental term. In the same general condition as when received, excepting ordinary wear and tear. If Lessee fails to make any payment when due, attempts to sell or encumber the equipment, ceases operation, institutes or has instituted against him proceedings under bankruptcy or insolvency law, makes an assignment for the benefit of creditors, or fails to comply with any other provision of this rental agreement; or if any attachment, execution, writ or process is levied against the equipment of any of Lessee's property, or if for any reason Lessor deems itself insecure or the equipment unsafe, Lessee agrees to deliver the equipment to Lessor on demand and the Lessor may enter on any job, building or place where the equipment is located and take possession thereof without notice to Lessee and the rental agreement shall thereupon terminate at the option of the Lessor. In the event of any such action, Lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the equipment, costs of removal from the Lessee's possession and all transportation and other charges incurred. If legal action is required to enforce Lessee's obligation hereunder, Lessee agrees to pay the costs of thereof including reasonable attorney's fees paid by Lessor.
- 2. Terms.** Lessee shall pay all rental, time, mileage, service, transportation, refueling, and other charges. Billing is on standard 28-day billing cycle, with incremental billing. Daily rates apply between 0 to 3 days. Weekly rates apply from 4 days up to 3-week terms. Monthly rates using a 28-day standard apply for all other periods. If the rental unit is not returned by the 28<sup>th</sup> day, the unit will automatically renew to a new 28-day period and continue renewing on a new 28-day period until the unit is returned. Stipulated rates entitle Lessee to 8 hours per day, 40 hours per week, and 176 hours per month of operation. Excess usage will be prorated from the stipulated rental rates and this, plus taxes, will be charged. All Lessor shall have a lien, as allowed by law, for charges incurred hereunder upon premises and improvements upon which equipment is employed. Rentals are payable net 30 days from invoice date unless otherwise specified. Lessee pays all shipping, loading, unloading, assembling, and dismantling expense. The Lessee hereby agrees to pay all collection and legal fees if such action is necessary.
- 3. Use.** Equipment shall be used solely in customer's business and only within iterated capacity by competent personnel in a safe and careful manner. Equipment shall not be used to carry persons for hire, to carry persons other than drivers or helpers employed by Lessee (and these shall be carried within the cab) and then only if such carriage is lawful; to transport property for hire unless Lessee obtains all necessary permits and licenses in violation of any law or ordinance or in any speed contest for carrying or hauling of explosives or other hazardous material. If equipment is used in violation of the paragraph, or is obtained by Lessor by fraud or misrepresentation, or if used in furtherance of any illegal purpose, all use of equipment is without Lessor's permission. At no time shall the Equipment be used in or near water. Lessee shall not subject the Equipment to careless or needlessly rough usage and Lessee hereby agrees that the Equipment shall be operated, inspected, maintained, and repaired only by experienced, competent persons under Lessee's supervision and control. The Equipment shall be operated in a safe and lawful manner at all times, and in accordance with the manufacturer's operator's manual, OSHA rules and ANSI standards. Lessee's operation of the Equipment shall not exceed the manufacturer's safety requirements and rated load capacities. If the Equipment is a crane or aerial lift, it is to be used as a materials lift or personnel lift ONLY. Demolition, dynamic compaction, pile driving, and clamming work require additional documentation and equipment authorized only by Lessor in writing. Equipment shall not be used when overloaded, while the operator is under the influence of drugs or alcohol in violation of state or federal law, or to carry persons or property for hire. Lessee hereby assumes all responsibility and liability for the adequacy of design and strength of any lifting lug or device embedded in or attached to any object, and any and all rigging or lifting apparatus (even if such rigging or lifting apparatus is supplied by Lessor to Lessee).
- 4. Maintenance.** Lessee shall perform and pay for all normal periodic service, adjustments, and lubrication of equipment before each shift in accordance with the supplied service and operation manuals, with the exception of annual boom inspection and dialectic testing. If equipment fails to operate properly or needs repair, Lessee shall cease using immediately and notify Lessor.
- 5. Insurance.** Lessee will purchase and maintain in force during the time of the rental period, insurance policies in at least the amounts listed below, covering the equipment between the time of the delivery thereof to the Lessee and return to the Lessor for disposition. Said insurance shall be written by an insurance company or companies of adequate financial responsibility maintain and AM Best Rating of at least A-, Class VIII or higher acceptable to Lessor, insuring Lessee against any loss, damage, claims, suits, actions or liability, caused by or occasioned by or arising from any use of the equipment by or negligence of Lessee or any of Lessee's agents, servants, visitors, licensees, or employees during the lease term. The insurance shall by endorsement name Lessor as an additional insured and loss payee. Such endorsement or endorsements shall provide in each case that said insurance company or companies shall give to Lessor at least thirty (30) days' notice in writing of proposed cancellation, modification, or alteration of any said insurance.



Rental Contract:  
Customer Code:  
Branch #:

73374  
GOSH0003  
1900

Commercial General Liability	\$1,000,000 per occurrence, with general aggregate of \$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Automotive Liability Combined Single Limit	\$1,000,000
Excess/Umbrella Liability	\$1,000,000 each occurrence
Workers' Compensation / Employers Liability	
E.L. each accident	\$500,000
E.L. Disease - EA Employee	\$500,000
E.L. Disease - Policy Limit	\$500,000

**Auto Physical Damage:** The Lessee shall purchase insurance covering the physical damage, up to the highest value of equipment rented from Lessor and list Lessor as Loss Payee.

**Inland Marine:** all risk coverage (physical damage insurance), with any overload, boom and jib exclusion deleted, for the full replacement value of the Equipment in the amount indicated on the face hereof.

JDC to be listed as additional insured for general, auto and umbrella coverages.  
Waiver of subrogation issued in favor of JDC for general, auto and umbrella coverages.  
Lessee policies are primary and non-contributory.  
JDC is listed as loss payee on the auto policy with respect to rented vehicle(s).

Lessee shall furnish Lessor with a copy of the policies referred to above, or other evidence thereof acceptable to Lessor. Policies covering the aforementioned fire, theft and collision insurance shall bear endorsements to the effect that proceeds thereof shall be payable to Lessor and/or Lessee as their interests may appear. Lessor shall, on demand, furnish Lessor a certificate of such insurance which may not be canceled or materially modified except on twenty (20) days prior written notice to lessor. Lessee agrees to abide by the provisions of said policy and to notify Lessor and the insurer of any accident or occurrence involving equipment immediately by telephone and thereafter to promptly report to them in writing all information relevant thereto. Lessee, its agents, and employees shall cooperate fully with Lessor and insurer in the investigation, prosecution and or defense of any claim or suit and shall do nothing to impair or invalidate the applicable insurance coverage. Lessor's acquiescence in Lessee's certificate(s) of insurance shall not be a waiver of Lessee's insurance obligations hereunder.

Lessee shall also keep the equipment insured for its total present value against any loss or damage through accident, fire, weather condition, theft or malicious destruction and any other insurable risks. Lessee shall defend, indemnify, and hold harmless lessor, its subsidiary and affiliated companies, their officers, agents and employees, against all loss, liability, and expense, including reasonable attorney's fees, by reason of bodily injury, including death and property damage sustained by any person or persons, including but not limited to employees of Lessee as a result of the maintenance, ownership, use, operation, storage, erection, dismantling, servicing, or transportation of equipment, whether such bodily injury, death or property damage are due or claimed to be due to any negligence of lessor, employees or agents of lessor or any other person.

6. **Regulations.** Lessee shall, at his own expense, comply with all local, state, and federal regulations affecting equipment and its use, operation, erection, dismantling, and transportation. Including all federal and local Department of Transportation regulations, licensing, and building code requirements and shall defend, indemnify, and hold harmless Lessor from all loss, liability, or expense resulting from actual or asserted violations of such laws, requirements, or regulations. Lessee is responsible for ensuring compliance by it and its' employees/agents, and of the equipment itself, with all applicable laws, regulations, and ordinances, including the OSHA standards. Lessee shall also comply with all applicable ANSI Standards. Lessor shall have no responsibility of any kind for compliance with any such laws, regulations, or ordinances during the period the Equipment is in Lessee's possession or control.
7. **Rental Contract.** This is a rental contract only and Lessee cannot assign it. Lessee is not an agent or employee of lessor for any purpose. Lessee shall not suffer any liens or incumbrances to attach to equipment and shall defend, indemnify, and hold Lessor harmless from all loss, liability, and expense by reason thereof. Use of equipment by others than Lessee or its employees, approved in writing in advance by Lessor, shall be at Lessee's sole risk. Lessor shall not be liable for loss or damage to any property left, stored, loaded, or transported by Lessee or any other person in or upon equipment, whether or not due to the negligence of Lessor, its agents or employees: (a) at any time whether equipment then be in the physical possession of Lessee or Lessor or anyone else; (b) or at any place including without limitation any of Lessors' garages or locations. Lessee hereby assumes all risk of such loss or damage, from and against all loss, liability, and expense caused or arising out of Lessee's failure to comply with the terms of the agreement.
8. **Recovery.** Lessor shall have the right to issue and circulate theft notices; cause warrants to be issued for the taking into custody of Lessee, his agent, partner, or employee, and/or take any other steps which Lessor shall reasonably deem necessary to recover



Rental Contract:  
Customer Code:  
Branch #:

73374  
GOSH0003  
1900

equipment if it is not returned at the time specified, or sooner as permitted by the terms of the rental period. Lessee hereby releases and agrees to indemnify Lessor against all claims for damages or losses which Lessee or other party may sustain as a result of any action taken by Lessor under the preceding sentence. All charges are subject to final audit.

9. **Loss.** In the event of loss, theft or damage to equipment, lessee agrees to notify lessor immediately by telephone, and thereafter to promptly report in writing to lessor and the public authorities (where required by law or by lessor) all information relating thereto. Lessee shall cause its agents and employees to give lessor and the public authorities' proper and full information and assistance in the investigation and prosecution of any matter resulting from said loss, theft, or damage.

10. **Repairs.** When provided to Lessee, equipment is believed to be in good mechanical condition. Lessee shall examine equipment upon delivery and promptly notify lessor of any evidence to the contrary, if, during Lessee's use of the equipment during the term of this agreement, or any extensions thereof, equipment is found not to be in good mechanical condition as a result of conditions not the responsibility of or caused by the fault or negligence of lessee, its employees or agents (including but not limited to a failure of lessee to service, adjust and lubricate equipment) Lessee will notify Lessor who at its option will (a) repair or suitably replace equipment (within a reasonable time during lessor's normal working hours, the commencement or renewing of the terms of this agreement to be tolled for the period equipment is down or, (b) remove equipment and terminate this agreement by refund prepayments of rental charges; if any, for the unexpired agreement term, less whatever is due Lessor for damage to or maintenance of equipment which is lessee's responsibility. Lessee agrees to provide full access to equipment to Lessor's representatives so as to enable Lessor to meet its responsibilities hereunder. Conversely, repairs required as a result of damage, improper operation, or maintenance will be charged to Lessee and rental will continue until repairs are completed. Unless this agreement is accompanied by a separate tire or track wear agreement, Lessee will be responsible and charged for cuts, tears, punctures, bruises and separation of tires or unusual wear or damage to tracks. In this regard, any expenses incurred for field travel, mechanic's time or hauling of equipment to effect repairs will be charged to Lessee.

Notwithstanding the previous paragraphs, Lessee agrees to indemnify Lessor its subsidiaries and affiliated companies and their officers, agents and employees to the extent provided in the other terms and conditions of this agreement.

THE FOREGOING IS IN LIEU OF (A) ALL WARRANTIES EXPRESS IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OBLIGATION OR LIABILITIES ON THE PART OF LESSOR FOR DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASING MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF EQUIPMENT

Any failure of performance by Lessor which is due to causes beyond Lessor's control, including but not limited to acts of civil or military authority, Acts of God, labor difficulties, failure of transportation, and delays of supplies is not deemed to be a default by lessor.

11. **Interest.** Invoices unpaid within the terms of Lessor's invoice will accrue interest at the rate of 18% per annum. The Lessee agrees to pay any non-sufficient fund charges as allowed by law in the event of a returned check.

12. **Refueling.** Lessee agrees to return equipment with the same amount of fuel as when rental began, otherwise lessee will be charged for refueling upon return. For rentals of on-road equipment which utilize diesel fuel, lessee agrees to only use on-road diesel fuel to fuel the equipment. A fee of \$5,000 parts and labor plus fuel fill at \$9/gallon will be charged for any vehicle returned which has been filled by off road dyed fuel during the rental period. Use of off road dyed fuel will require a flushing of the fuel system, including replacement of all filters, hoses, couplings and diaphragm transfer pump, disposal of off-road fuel, and refilling with on-road diesel.

13. **Cartage.** If lessor arranges transportation of equipment on behalf of Lessee, Lessor is not responsible in any way for delays in arrival/ pick up dates or times

14. **Complete Agreement.** This instrument expresses the entire agreement between the parties. Lessee's execution of this instrument and or acceptance of delivery of any part or equipment to be furnished hereunder will constitute Lessee's acceptance of the provisions contained herein and the exclusion of any terms and conditions otherwise stated by Lessee or contained in Lessee's purchase documents which conflict with or limit the provisions contained herein.

15. **Additional Terms & Conditions.** This Lessor cooperates with all Federal, State, and local enforcement officials nationwide to provide the identity of customers who operate this CMV. The rental agreement entered into by the lessor and the renting motor carrier is carried on the rental commercial vehicle for the full term of the rental agreement.

Each person executing this Agreement warrants and represents that he or she is duly authorized to execute this Agreement on behalf of the party for whom he or she has signed, and that he or she has the legal authority to bind the party for whom he or she has signed to all of the terms, conditions and provisions set forth herein.

Signature: X

Printed Name: X



Rental Contract: 73374  
Customer Code: GOSH0003  
Branch #: 1900

## WINTERIZATION RECEIPT

The undersigned certifies that the customer has been provided winterization and recirculation instructions.

It is further understood that when this receipt is executed, it is the responsibility of the rental customer to perform these operations to avoid freeze ups.

Date Received: 11/21/23

Received By:  Gina Leichy  
Print Name  
 [Signature]  
Signature



Rental Contract:  
Customer Code:  
Branch #:

73374  
GOSH0003  
1900

## Tank Preparation Protocol

Jack Doheny Companies appreciates the opportunity to fulfill your service/rental requirements. To facilitate speed and quality of rental returns and / or repairs, JDC requires the following **Tank Preparation Protocol**.

**Any rental unit that has hauled product of any kind must be decontaminated.** A clean tank slip is required if done by a certified decontamination facility. If performed in house, a statement on company letterhead is required, detailing the material hauled and confirmation the unit was cleaned and certified by signature of using company supervisor.

### **An MSDS is required upon return of any unit that contained any industrial waste or hazardous material**

- For equipment entering JDC / VTC property, there is ZERO TOLERANCE for any hazardous material on board. Such units will be deemed "HOT" and customer cleaning is mandated Units turned away are **Kept on Rent** until the unit passes inspection and a clean tank slip is provided.

### **Cleaning Required:**

Inside of the debris tank

Rear door valves and stand pipe

Cyclones, baghouse, and dump tubes if applicable

All drains including cyclone, baghouse, blower silencers, and vane pump moisture trap drains MUST be opened, drained, and cleaned prior to arrival

Rear door, rear bumper, hose trays and toolboxes MUST be cleaned of product residue

Detachable vacuum hoses MUST be removed prior to arrival. JDC/VTC **will not** dispose of used hoses

**IF WORKING WITH KNOWN HAZARDOUS, DRY MATERIAL USING A BAGHOUSE UNIT**

- o All HEPA / NON HEPA blower filters and filter bags must be removed prior to return
- o Decontamination by a certified environmental remediation firm is required. Air monitor and swab test results are required upon return certifying the unit as clean
- o All filters and filter bags will be replaced at customer's cost

### **Driver's Responsibilities:**

#### **Driver cannot leave the premises until inspection is complete**

Inspection will include:

Checking rear door valves

Opening rear door and inspecting inside

All drains will be opened and inspected for residual debris

Cyclones, baghouses, dump tubes will be opened and inspected

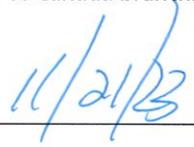
Enclosed cabinets and toolboxes will be opened and inspected

If you have any questions, please contact your local Jack Doheny Companies / Vacuum Trucks of Canada branch.

Thank you,

Jack Doheny Company

Customer Signature *X* 

Date *X* 



Rental Contract: 73374  
Customer Code: GOSH0003  
Branch #: 1900

## DPF / REGEN Policy and Agreement

Customer  [Signature] Unit # 16961 Date  11/21/23

In the cab of the rental truck that you have received from us you will find the DPF (Diesel Particulate Filter) Regen procedures, these procedures are clearly marked and in a red folder. All 2008 and newer chassis are equipped with "next generation emissions" that require **Ultra Low Sulfur Diesel Fuel** and also the operator to periodically clean or "regenerate" the DPR filter from t soot build-up utilizing the ATS (After Treatment System) incorporated on the truck. This process will happen automatically in many cases especially when the unit is driven down the road for any extended period of time. In instances where this does not occur there may be a need for the operator to cycle the automated ATS system, a warning light will indicate this. The supplied *should be read and understood by all operators of this truck* so they understand what they must do should the truck warn them of a DPS Filter build up that requires initiating the ATS cleaning system.

**\*\*\*WARNING\*\*\* If the truck goes into a DPF build up warning situation and the operator does not initiate the automated ATS cleaning system, the truck will begin to de-rate power and will eventually shut down. If this occurs the truck will have to be towed to the appropriate chassis dealer for repairs.**

**\*\*\*\*\*Your company will be responsible for all of these costs\*\*\*\*\***

It is strongly suggested you clearly and completely understand the DPF/Regen warnings and the regeneration process fully prior to leaving with this truck. Should you or any of your operators have questions regarding this process and what is necessary or required, ask prior to leaving with the truck or call our rental or service department at any of our branch locations listed at the top of this page for clarification and/or explanation.

By signing below, I acknowledge that I am authorized to sign this agreement on behalf of the company listed above and agree to abide by this policy. I further understand failure to adhere to these procedures may result in additional repair and/or towing charges to be assessed to my company.

Gina Leichy  
Printed Name

[Signature] 11/21/23  
Signature & Date



**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

December 4, 2023

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms  
**Subject:** Agreement with Baker Tilly US, LLP for Municipal Water Utility Advisory Services.

Attached for the Board’s approval and to authorize Mayor Leichty to execute is a Scope Appendix with Baker Tilly US, for Municipal Water Utility Advisory Services to include the following services:

- A. General Municipal Advisory Services
- B. Securities issuance
- C. State Revolving Fund (SRF) Application
- D. Arbitrage Monitoring Services
- E. Continuing Disclosure Services
- F. Parity Report
- G. Asset Management Plan.

These services are necessary for City Utilities to be eligible for future SRF funding and other grant funds related to the Lead Service Line Replacement program.

Cost for these services are as follows:

Services covered in A-C will be Seventy-Two Thousand Dollars (\$72,000)  
Services covered in F will be Five Thousand Five Hundred Dollars (\$5,500)  
Services covered in G will be Twenty-Five Thousand Dollars (\$25,000)

Services covered in D-E will be billed based upon actual time and expenses incurred at the standard hourly rates below:

Title	2023 Hourly Rate
Partners/ Principals/ Directors	\$295-\$525
Managers	\$235-\$340
Consultants/ Analysts	\$160-\$235
Support/ Paraprofessionals	\$115-\$175
Interns	\$110-\$145

**Suggested Motion:**

Approve and authorize Mayor Leichty to execute the Agreement with Baker Tilly US, LLP for Municipal Water Utility Advisory Services at a cost of \$102,500 plus additional expenses and actual time spent billed at Baker Tilly’s 2023 standard hourly rate as memorialized in the included table.

**RE: Municipal Water Utility - Municipal Advisory Services  
Debt Issuance, Arbitrage, Continuing Disclosure, Parity, and Asset Management Plan**  
**DATE: October 30, 2023**

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between City of Goshen, Indiana (the Client) and Baker Tilly Municipal Advisors, LLC.

## **SCOPE OF WORK**

Baker Tilly Municipal Advisors, LLC (BTMA) will perform the following services:

### **A. General Municipal Advisory Services**

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a Project), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

### **B. Securities Issuance**

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a Transaction), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the particular issuance (Debt Obligation).
2. Assist the Client in determination of an appropriate method of sale for the Debt Obligation (e.g., competitive, negotiated, private placement.)
3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.

4. Advise the Client on current market conditions, financial impacts of federal, state, or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.
5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
6. Assist the Client in the analysis of utilizing credit enhancement and provide assistance in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
8. Assist Client in identifying other professional services that may be necessary for the issuance or post-issuance requirements of the Debt Obligation.
9. Assist the Client in connection with the preparation, composition, review, and distribution of an offering document (e.g., Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project, and the Debt Obligation.
10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, and official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material in order to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

**C. State Revolving Fund (SRF) Application (Municipal Advisory Services and Compilation Accounting Services)**

1. Assist with the preparation of the financial portions of the application to the SRF disclosing technical data, information and schedules concerning the Bonds and the Client needed by the SRF.
2. Issue a compilation accounting report in connection with the issuance of the Bonds compiling a projection of debt service coverage resulting from the first full year of operation of the newly constructed improvements. The report will be prepared in accordance with standards established by the American Institute of Certified Public Accountants for inclusion in the SRF Financial Due Diligence if the SRF is the funding source of the improvements.
3. Provide additional information to the SRF or others as may be needed throughout the period between filing the application and closing the Bonds.
4. Analyze the terms proposed by the SRF and, when appropriate, suggest modifications of such terms for the Bonds.
5. Make recommendations to the Client for options to finance non-eligible project costs.

6. Prepare and submit at pre-closing, on behalf of the Client, the initial disbursement request form and supporting documentation.

#### **D. Arbitrage Monitoring Services**

Upon receipt of written authorization by the Client to proceed, BTMA shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service (IRS) Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation.

In carrying out its duties, BTMA shall periodically, for each specified Debt Obligation:

1. Determine the yield on the applicable Debt Obligation;
2. Determine if spending exceptions have been met;
3. Determine the amount of any arbitrage payment due the IRS;
4. Notify Client and/or its designee of any liability amount;
5. Prepare for submission by Client the form(s) with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation.

Client agrees to timely provide BTMA with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
  - a. Date of purchase or acquisition;
  - b. Purchase price of investments including any accrued interest;
  - c. Face amount and maturity date;
  - d. Stated rate of interest;
  - e. Interest payment dates;
  - f. Date of sale, transfer, or other disposition;
  - g. Sale or disposition price; and
  - h. Accrued interest due on the date of sale or disposition.
4. The Client will provide copies of Debt Obligation offering or legal documents, including, but not limited to, the official statement, the information return filed upon issuance (Form 8038 or 8038-G), the arbitrage certificate, verification report and the bond ordinance/trust indenture.
5. Any other information necessary for BTMA to make the calculations required for the specified Debt Obligation.

The Client is responsible for notifying BTMA of any additional or subsequent Debt Obligations that would require arbitrage compliance services.

Our engagement will not include verifying that: proceeds were used for purpose expenditures; investments were purchased at market price; no amounts were paid to any party in order to reduce the yield on any investment; the Debt Obligation was appropriately structured or qualified as a tax-exempt offering; or information provided to us is complete and accurate.

During the performance of these procedures, it may become necessary for us to consult with your bond counsel and/or obtain information from them concerning interpretations of the above information as affected by applicable sections of the Internal Revenue Code. We will consult with you before any such action is initiated.

Subsequent changes in official interpretations of the tax law may require or permit revision of calculations by requiring or permitting a different methodology for the calculation of arbitrage rebate and yield reduction. We will be under no obligation to update our report for any events occurring, or data or information coming to our attention, subsequent to the issuance of our report.

Calculation and payment of any arbitrage rebate liability and yield reduction payment due is the responsibility of the Client. As such, management has the primary responsibility for the arbitrage rebate and/or yield reduction payment return which the Client may be required to file. You should review the report and calculations carefully upon receipt.

#### **E. Continuing Disclosure Services**

Upon receipt of written authorization by the Client to proceed, BTMA shall, based on information supplied by Client, provide continuing disclosure services with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation.

In carrying out its duties, BTMA shall do the following:

##### **1. Preparation and filing of annual reporting**

BTMA will provide a list of each issue for which the Client requires continuing disclosure services (Services). The Client will provide BTMA with a copy of each Continuing Disclosure Undertaking (CDU) that has been executed for each Debt Obligation, including master and supplemental CDUs if any.

BTMA will:

- a. Identify the Client's reporting obligations, compile and prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit if available, as provided for in each CDU for the reporting period;
- b. Provide to the Municipal Securities Rulemaking Board (MSRB) through its Electronic Municipal Market Access System (EMMA), the annual information required under each respective CDU;
- c. Provide additional reporting to purchasers, as set forth in Debt Obligation documents or private agreements; and
- d. If not filed at the time of the annual report, file the audit as set forth in the CDU pending timely receipt from the Client.

##### **2. Assistance filing reportable events on EMMA**

Upon notification of one of the events listed as set forth in each CDU (collectively, Reportable Events), BTMA will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Rule to be filed within ten business days of the occurrence. Client will notify BTMA as soon as possible when they believe a reportable event has or may have occurred to enable BTMA to file a timely notice on EMMA. It is the Client's sole responsibility to notify BTMA of the potential occurrence of a Reportable Event.

##### **3. Five-year Compliance Check**

- a. At the time any Debt Obligations subject to the Rule are issued, the Client must disclose in its official statement any instances in the past five years it failed to comply, in all material respects, with any previous undertakings for Debt Obligations which were subject to the Rule. BTMA will:
  - i. Compile reporting requirements for any Debt Obligations that were outstanding during the five-year period;
  - ii. Assess the filings made on EMMA in conjunction with each applicable Debt Obligation;
  - iii. Research whether any Debt Obligations with an assigned rating changed during the look-back period, including rating changes for insured Debt Obligations; and
  - iv. Determine whether all required notices related to events and filings were made in compliance with the CDUs.
- b. **Remedying Deficiencies for Outstanding Debt Obligations**  
If a deficiency is found and the debt obligations remain outstanding at the time of BTMA's compliance check, BTMA will prepare any necessary reporting or notices to meet the CDU obligations. BTMA will provide the Client with documentation that the EMMA filing has occurred.
- c. **Updating Compliance.**  
At the time that BTMA conducts services annually under item 1, BTMA will update the compliance check completed under 3.a.

4. EMMA Issuer Homepage (Upon request. Hourly rates will apply.)  
BTMA will assist the Client on the creation of an Issuer Homepage on EMMA where Client and related entity filings may be shown. The Client will have the option to review the Homepage and provide additional information related to the Client.
5. Other post issuance services (Upon Request. Hourly rates will apply.)  
If requested, BTMA will provide to the Client other post issuance services including, but not limited to, consultation related to disclosure operating procedures, post issuance policies and procedures, and debt management.
6. Rating surveillance support (Upon Request. Hourly rates will apply.)  
If applicable for rated outstanding Debt Obligations, BTMA will assist with compiling responses to rating agency requests for data and information during the rating surveillance process. BTMA will also participate on rating surveillance calls and provide additional support as needed.

Client agrees to provide BTMA with the audit and accurate information with respect to compiling the annual report in a timely manner and to fully disclose to BTMA any Reportable Events as they occur.

#### **F. Parity Report (Agreed Upon Procedures)**

1. Determine the provisions of the Bond Ordinance of the now outstanding bonds which govern the issuance of the subsequent debt debentures on parity with the existing bonds.
2. Advise the Client of the requirements necessary for meeting the parity provisions of the above documents.
3. Conduct such test, if eligible, of the Client's records as are necessary for the issuance of the proposed Bonds on parity with the now outstanding bonds.
4. Prepare a written report of the above tests for submission to the Client's attorneys for the inclusion in official transcripts of the proceedings in connection with the issuance of the Bonds.

#### **G. Asset Management Plan**

BTMA agrees to furnish and perform the following services with respect to the financial studies conducted for the Water Utility and the development of a multi-year financial plan estimated to be adequate to provide for the future capital asset requirements as detailed in the asset management plan prepared by the Client and/or its consulting engineer.

##### **Multi-Year Capital Asset Financial Planning (Municipal Advisory Accounting Services)**

1. Using historical and estimated financial information developed as part of services provided above, develop a future multi-year financial model (the Model) covering a period established by the Client (the Planning Period).
2. Assist the Client with the establishment of policies regarding maintaining minimum cash and investment balances over the Projected Period (the Minimum Balance Requirements) that are consistent with legal requirements as well as good business practices.
3. Assist the Client with the development of assumptions regarding changes to revenue during the Planning Period derived from changes to the customer base, taking into account:
  - a. Prediction of customer growth.
  - b. Trending in system utilization, particularly for customers in the Industrial user class.
4. Assist the Client with the development of estimates of operating expenses for the Planning Period using:

- a. Data generated as part of the services provided above.
  - b. Changes due to inflation that may have an impact during the Planning Period.
  - c. Other increases or decreases in costs due to factors that may materialize during the Planning Period.
5. Analyze the impact of debt service payments on the financial results of the Utility taking into account:
- a. Existing annual debt service payments by debt issue.
  - b. The potential impact of refinancing and/or restructuring existing debt.
  - c. The potential impact of issuance of new debt.
6. Based on information from the Client and/or the consulting engineer, identify the estimated capital asset investment cost by year for the Planning Period, and develop potential funding plans for capital taking into consideration:
- a. Scenarios developed for cash funding and debt financing.
  - b. Scenarios developed that assume various sources for borrowed funds including Federal and State loan programs and the use of open market financing.
7. Using the data generated from services defined above, create inputs for the Model to produce estimated cash and investment fund balances. Analyze the resulting cash and investment balances occurring during the Planning Period to the Minimum Balance Requirements; and,
- a. Identify periods when the Client may not be in compliance with their Minimum Balance Requirements.
  - b. Identify actions the Client may need to implement to keep in compliance with their Minimum Balance Requirements including, but not limited to, implementing adjustments to rates and charges.
8. Verify billing follows adopted rate ordinance by pulling sample bills for each user class, as well as the Utility's ten largest users.
9. Meet with officials of the Client to discuss findings and recommendations.
10. Furnish a financial report summarizing the results of the Asset Management study.

If AMP is to be used for SRF financing application the provided report will meet all SRF AMP minimum requirements.

## COMPENSATION AND INVOICING

Fees for services set forth in the Scope Appendix will be billed at standard billing rates based upon the actual time and expenses incurred.

Paragraphs A – C, will be Seventy-two Thousand Dollars (\$72,000).

Paragraphs D – E, will be billed based upon actual time and expenses incurred.

Paragraph F, will be Five Thousand Five Hundred Dollars (\$5,500).

Paragraph G, will be Twenty-five Thousand Dollars (\$25,000).

### Standard Hourly Rates by Job Classification 1/1/2023

Title	2023 Hourly Rate
Partners / Principals / Directors	\$295 - \$525
Managers	\$235 - \$340
Consultants / Analysts	\$160 - \$235
Support / Paraprofessionals	\$115 - \$175
Interns	\$110 - \$145

- > *Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. The fees do not include the charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity<sup>®</sup>. Coordination of the printing and distribution of Official Statements or any other Offering Document are to be reimbursed by the Client based upon the time and expense for such services.

## BILLING PROCEDURE

**Normally, you will receive a monthly statement showing fees and costs incurred in the prior month.**

Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

### Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, (Sub-engagements) as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



**Eric J. Walsh, Partner**

**Signature Section:**

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: \_\_\_\_\_

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

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

**RE: APPLYING AGREED-UPON PROCEDURES ACCOUNTING SERVICES**

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report and we will require an acknowledgment in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion in our report. In addition, we have no obligation to perform any procedures beyond those listed in the procedures letter.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Client and other specified parties and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

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

December 4, 2023

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

**From:** Brandy L. Toms

**Subject:** Agreement with Baker Tilly US, LLP for a Municipal Sewage Works Asset Management Plan.

Attached for the Board's approval and to authorize Mayor Leichty to execute is a Scope Appendix with Baker Tilly US, for a multi-year capital asset financial plan for the City's Sewage Works. This service is necessary for the City to be eligible for future SRF funding and other grant funds related to the Lead Service Line Replacement program. The cost for this service will be Twenty-Five Thousand Dollars (\$25,000)

**Suggested Motion:**

Approve and authorize Mayor Leichty to execute the Agreement with Baker Tilly US, LLP to conduct a Municipal Sewage Works Asset Management Plan at a cost of \$25,000.

**RE: Municipal Sewage Works – Asset Management Plan**

**DATE: October 30, 2023**

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between City of Goshen, Indiana (the Client) and Baker Tilly Municipal Advisors, LLC.

## **SCOPE OF WORK**

Baker Tilly Municipal Advisors, LLC (BTMA) will perform the following services:

### **Asset Management Plan**

BTMA agrees to furnish and perform the following services with respect to the financial studies conducted for the Sewage Works and the development of a multi-year financial plan estimated to be adequate to provide for the future capital asset requirements as detailed in the asset management plan prepared by the Client and/or its consulting engineer.

#### **A. Multi-Year Capital Asset Financial Planning (Municipal Advisory Accounting Services)**

1. Using historical and estimated financial information developed as part of services provided above, develop a future multi-year financial model (the Model) covering a period established by the Client (the Planning Period).
2. Assist the Client with the establishment of policies regarding maintaining minimum cash and investment balances over the Projected Period (the Minimum Balance Requirements) that are consistent with legal requirements as well as good business practices.
3. Assist the Client with the development of assumptions regarding changes to revenue during the Planning Period derived from changes to the customer base, taking into account:
  - a. Prediction of customer growth.
  - b. Trending in system utilization, particularly for customers in the Industrial user class.
4. Assist the Client with the development of estimates of operating expenses for the Planning Period using:
  - a. Data generated as part of the services provided above.
  - b. Changes due to inflation that may have an impact during the Planning Period.
  - c. Other increases or decreases in costs due to factors that may materialize during the Planning Period.
5. Analyze the impact of debt service payments on the financial results of the Utility taking into account:
  - a. Existing annual debt service payments by debt issue.
  - b. The potential impact of refinancing and/or restructuring existing debt.
  - c. The potential impact of issuance of new debt.

6. Based on information from the Client and/or the consulting engineer, identify the estimated capital asset investment cost by year for the Planning Period, and develop potential funding plans for capital taking into consideration:
  - a. Scenarios developed for cash funding and debt financing.
  - b. Scenarios developed that assume various sources for borrowed funds including Federal and State loan programs and the use of open market financing.
7. Using the data generated from services defined above, create inputs for the Model to produce estimated cash and investment fund balances. Analyze the resulting cash and investment balances occurring during the Planning Period to the Minimum Balance Requirements; and,
  - a. Identify periods when the Client may not be in compliance with their Minimum Balance Requirements.
  - b. Identify actions the Client may need to implement to keep in compliance with their Minimum Balance Requirements including, but not limited to, implementing adjustments to rates and charges.
8. Verify billing follows adopted rate ordinance by pulling sample bills for each user class, as well as the Utility's ten largest users.
9. Meet with officials of the Client to discuss findings and recommendations.
10. Furnish a financial report summarizing the results of the Asset Management study.

If AMP is to be used for SRF financing application the provided report will meet all SRF AMP minimum requirements.

## **COMPENSATION AND INVOICING**

Fees for services set forth in the Scope Appendix will be billed at Twenty-five Thousand Dollars (\$25,000).

## **BILLING PROCEDURES**

**Normally, you will receive a monthly statement showing fees and costs incurred in the prior month.** Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

### Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



**Eric J. Walsh, Partner**

**Signature Section:**

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: \_\_\_\_\_

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

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



**CITY OF GOSHEN LEGAL DEPARTMENT**  
**Bodie J. Stegelmann, City Attorney**

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

bodiestegelmann@goshencity.com • www.goshenindiana.org  
Phone (574) 537-3854 • Fax (574) 533-8626 • TDD (574) 534-3185

To: Board of Public Works and Safety

From: Bodie J. Stegelmann

Re: LaCasa of Goshen, Inc. Community Service Funds Agreement

Date: December 4, 2023

The City of Goshen supports various community service organizations that provide services or programs to City residents in a manner more efficient than what the City could provide. The City supports these organizations with funds and wishes to continue to do so. These organizations are required to account for how the funds are used. LaCasa of Goshen, Inc. provides real estate and community development services and has requested \$27,250.00 to support its services and programs. The agreement provided with this memorandum is now being brought to the Board for consideration and approval.

**Suggested Motion: I move to approve the agreement with LaCasa of Goshen, Inc. to support the real estate and community development services and/or projects outlined in the agreement, and authorize Mayor Leichy to sign the agreement on behalf of the City.**

**COMMUNITY SERVICE**  
**PARTNERSHIP AGREEMENT**

With LaCasa of Goshen, Inc.

To Perform/Provide Real Estate and Community Development Services

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

1. Purpose of this Agreement; Funds Award.

A. The purpose of this Agreement is to enable the City to award funds, in the amount of \$27,250.00, to the Partner for eligible costs of some or all of the services or programs described as follows, performed in 2023 (“Project”):

i. Real estate development projects, including:

a. Purchasing and demolishing substandard houses in Goshen and returning some to homeownership opportunities for low-income Goshen homebuyers through new construction of single family for sale housing.

b. Purchasing and rehabilitating multi-family buildings to create or rehabilitate affordable housing.

ii. Operating a financial empowerment center and providing community building and engagement services, including:

a. Financial literacy programs.

b. Facilitating the investment of IDA funds in the community.

c. Facilitating home purchases.

iii. Community building and engagement activities in the East Lincoln Corridor.

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement.

2. Representations and Warranties of the Partner.

A. The Partner expressly represents and warrants to the City that it is statutorily eligible to receive these. The Partner expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds.

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

3. Implementation of and Reporting on the Project.

A. The Partner shall implement and complete the Project, as described in Paragraph 1, herein.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form on or before January 31, 2024, on forms provided by the City.

4. Term. This Agreement shall apply to Projects undertaken in 2023.

5. Funding.

A. The City shall fund this award during its term.

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

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds.

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

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

A. whether Project activities are consistent with those set forth in Paragraph 1, herein; and

B. that Partner is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set

forth in this Agreement and are fully and accurately reflected in Project reports submitted to the City.

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

9. Compliance with Laws.

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

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

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

D. As required by I.C. § 5-22-3-7:

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

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

(i) I.C. 24-4.7 [Telephone Solicitation of Consumers];

(ii) I.C. 24-5-12 [Telephone Solicitations]; or

(iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or

privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

14. Contracting with Relatives.

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

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

A. Notices to the City shall be sent to:

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

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

LaCasa of Goshen, Inc.  
Attn: Brad Hunsberger  
202 N. Cottage Ave.  
Goshen, IN 46528

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

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend

payments under this Agreement, and suspend the Partner's participation in the City Community Service Partnership program until such time as all material breaches are cured to the City's satisfaction.

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

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

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

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

CITY:

City of Goshen, Indiana

PARTNER:

LaCasa of Goshen, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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



**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: Goshen Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **DOUGLAS STREET ROAD CLOSURE (JN: 2022-0037)**

DATE: December 4, 2023

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Niblock Excavating has requested permission to close East Douglas Street west of South 10<sup>th</sup> Street from December 11, 2023 until March 8, 2024. This is a dead-end street, and Niblock will coordinate access for necessary deliveries for Gleason Industries. Work may require a lane restriction near the intersection of Douglas Street and 10<sup>th</sup> Street, which would be completed with flagging operations.

Niblock Excavating is requesting this closure to complete planned water main relocation and underground storm system construction as part of the Tenth Street Reconstruction project.

**Requested motion: Move to approve the closure of Douglas Street west of 10th Street, from December 11, 2023 until March 8, 2024.**

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

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Barb Swartley, Member

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Orv Myers, Member

\_\_\_\_\_  
Michael Landis, Member



Stormwater Department

CITY OF GOSHEN

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

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE GREEN OAKS ASSISTED LIVING PROJECT AT 282 JOHNSTON STREET (JN: 2019-2038)**

DATE: December 4, 2023

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The Stormwater Department requests the approval of an Agreement for the Completion of Construction for the Green Oaks Assisted Living project located at 282 Johnston Street. The building has passed its final building inspection and the project is substantially completed except for the planting of one tree, the replacement of two dead arborvitaes, and the installation of a permanent locking handle on the water service line bypass. These final requirements cannot be completed at this time due to weather conditions and a delay in the arrival of the locking handle.

The property owner Green Oaks of Goshen, LLC, agrees to complete the planting of the trees by June 15, 2023, and the installation of the locking handle as soon as possible. The expected cost of the work is below \$2,000.00 so no surety is required.

**Requested Motion: Approve and authorize the Board to execute the Agreement with Green Oaks of Goshen, LLC for the completion of the construction project at 282 Johnston Street.**

**AGREEMENT FOR THE COMPLETION  
OF THE CONSTRUCTION PROJECT**

THIS AGREEMENT is entered into on \_\_\_\_\_, 20\_\_\_\_, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Green Oaks of Goshen, LLC

and, if the builder is responsible for completing the remaining work,

Builder: \_\_\_\_\_

No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 282 Johnston Street, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

certain exterior work that cannot be completed due to weather conditions.

the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 2024, unless an earlier date is specified below:

Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately \_\_\_\_\_ square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: 1 Tree missing from the north side of the building (as indicated on the attached landscaping plan)  
2 dead Arborviate along the west property line (as indicated on the attached landscaping plan)

Install the hard surface driveway for the Site.

- Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than \_\_\_\_\_, 20\_\_\_\_\_.
- Install the hard surface parking lot for the Site.
- Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than \_\_\_\_\_, 20\_\_\_\_\_.
- Install all required parking lot striping for parking spaces at the Site.
- Install approximately \_\_\_\_\_ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: \_\_\_\_\_  
\_\_\_\_\_
- Install approximately \_\_\_\_\_ of concrete sidewalk at the Site to the building entrance.
- Install the following certain parts or equipment at the Site: \_\_\_\_\_  
Installation of a temporary locking mechanism on the water service line bypass  
until the permanent locking handle is delivered and can be installed.  
\_\_\_\_\_
- Other: \_\_\_\_\_  
\_\_\_\_\_

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

- Permittee agrees to provide Goshen a surety in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.
- Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances

and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**

4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.
7. **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 and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.
8. **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.

9. **NOTICES.** All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, IN 46528

Address for Permittee:

Property Owner: Green Oaks of Goshen, LLC  
Attention: Jared Isenthal  
566 W. Lake Street, Suite 400  
Chicago, IL 60661

Builder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No Builder

10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In the event of a conflict between this agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.

12. **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.

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

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

**Permittee:<sup>1</sup>**

Property Owner:

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

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

Title (if any): \_\_\_\_\_

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

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

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

Title (if any): \_\_\_\_\_

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

Builder:

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

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

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

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

**Goshen:**

\_\_\_\_\_  
Gina Leichty, Mayor

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

<sup>1</sup> The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.

---

Michael Landis, Board of Works and Safety

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

---

Mary Nichols, Board of Works and Safety

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

---

Orv Myers, Board of Works and Safety

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

---

Barb Swartley, Board of Works and Safety

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

**LEGEND**

**PROPOSED TREE**

**PROPOSED ORNAMENTAL TREE**

**PROPOSED SHRUB**

**PERENNIAL**

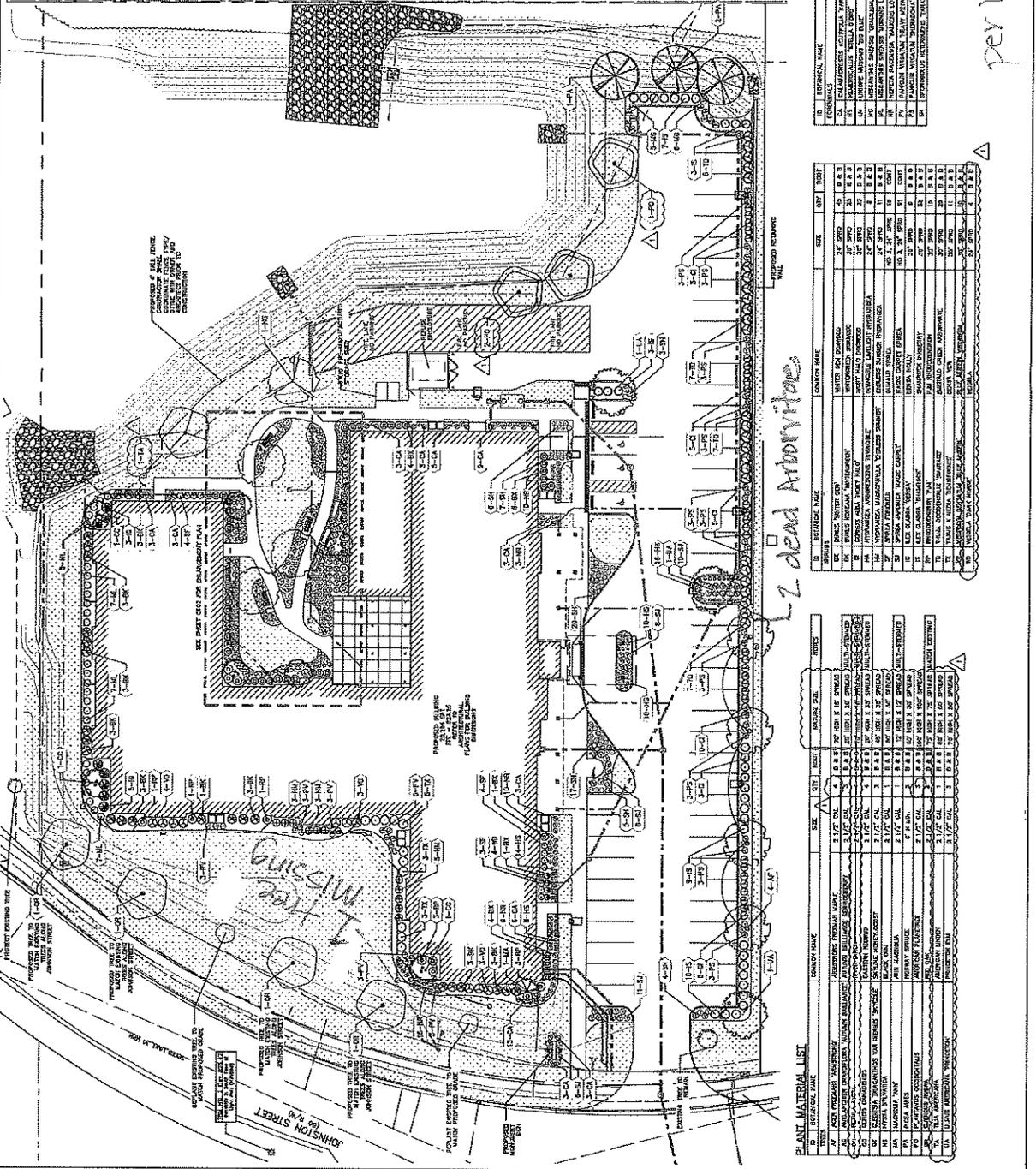
**PROPOSED PLANT QUANTITY / SYMBOL**

**SEE PLAN FOR NOTES ON SHEET 001**

**EXISTING TREE**

**GRAPHIC SCALE**  
1" = 10'-0"  
1" = 20'-0"

**PROPOSED 4" DIA. BRICK CURB**  
CONCRETE AND 4" DIA. BRICK CURB  
TO BE INSTALLED PER  
CONSTRUCTION



**PLANT MATERIAL LIST**

ID	SYMBOL NAME	COMMON NAME	SIZE	QTY	NOTE	PLANTING DATE
01	PLANTING	PLANTING	1" DIA.	1	1" DIA.	08/27/12
02	PLANTING	PLANTING	2" DIA.	2	2" DIA.	08/27/12
03	PLANTING	PLANTING	3" DIA.	3	3" DIA.	08/27/12
04	PLANTING	PLANTING	4" DIA.	4	4" DIA.	08/27/12
05	PLANTING	PLANTING	5" DIA.	5	5" DIA.	08/27/12
06	PLANTING	PLANTING	6" DIA.	6	6" DIA.	08/27/12
07	PLANTING	PLANTING	7" DIA.	7	7" DIA.	08/27/12
08	PLANTING	PLANTING	8" DIA.	8	8" DIA.	08/27/12
09	PLANTING	PLANTING	9" DIA.	9	9" DIA.	08/27/12
10	PLANTING	PLANTING	10" DIA.	10	10" DIA.	08/27/12
11	PLANTING	PLANTING	11" DIA.	11	11" DIA.	08/27/12
12	PLANTING	PLANTING	12" DIA.	12	12" DIA.	08/27/12
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28	PLANTING	PLANTING	28" DIA.	28	28" DIA.	08/27/12
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94	PLANTING	PLANTING	94" DIA.	94	94" DIA.	08/27/12
95	PLANTING	PLANTING	95" DIA.	95	95" DIA.	08/27/12
96	PLANTING	PLANTING	96" DIA.	96	96" DIA.	08/27/12
97	PLANTING	PLANTING	97" DIA.	97	97" DIA.	08/27/12
98	PLANTING	PLANTING	98" DIA.	98	98" DIA.	08/27/12
99	PLANTING	PLANTING	99" DIA.	99	99" DIA.	08/27/12
100	PLANTING	PLANTING	100" DIA.	100	100" DIA.	08/27/12

per 11/30/12 inspection

L2 dead Arborvitae



STORMWATER DEPARTMENT  
CITY OF GOSHEN  
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405  
Phone (574) 534-2201 • Fax (574) 533-8626  
stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

**TO: City of Goshen Stormwater Board**

**FROM: Stormwater Department**

**RE: POST-CONSTRUCTION PLAN APPROVAL  
LIPPERT COMPONENTS BUILDING ADDITION 1206 EISENHOWER DRIVE  
SOUTH (JN: 2021-2025)**

**DATE: December 4, 2023**

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The developer of the Lippert Components Building Addition 1206 Eisenhower Drive project has submitted a sufficient post-construction stormwater management plan (PCSMP) amendment that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management." The original PCSMP was approved by the Stormwater Board on August 12, 2023.

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Full document available upon request.

**Requested Motion: Accept the post-construction stormwater management plan amendment for the Lippert Components Building Addition 1206 Eisenhower Drive project as it has been found to meet the requirements of City Ordinance 4329.**

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## 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](http://www.goshenindiana.org)

November 29, 2023

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 603 North Seventh Street, Goshen, Indiana

An unsafe building review hearing is scheduled for the property located at 603 North Seventh Street, Goshen, Indiana. Attached is the Order of the City of Goshen Building Commissioner dated November 1, 2023 concerning the property. The Board of Public Works and Safety needs to conduct the hearing; affirm, rescind, or modify the Building Commissioner Order; and determine what action it will order concerning the property. The form of the Continuous Enforcement Order that may be issued by the BOW following the hearing for this Property is attached.

Section 1 of the Continuous Enforcement Order summarizes the Building Commissioner Order.

Section 2 of the Continuous Enforcement Order addresses the Findings that the Board of Works will need to make following the hearing and any evidence presented. To make these findings, the Board must do so in a motion that is approved; the form of such a motion could utilize the following language:

*"I move the Board finds:*

- (1) that effective service was made on the property owner;*
- (2) that the code violations identified in the Building Commissioner Order, Numbered 1 through 12, continue to exist;*
- (3) that those violations make the structure an unsafe building because the structure is a fire hazard, a public nuisance, dangerous to person or property due to Code violations, and vacant and not maintained in a manner that would permit human occupancy or use; and*
- (4) that the general condition of the building along with the failure of a demonstrated willingness to make repairs makes demolition appropriate."*

After making those findings, the Board then issues its Order in Section 3, where it will Affirm the Building Commissioner Order (if agrees with demolition), rescind (property violations have been fixed), or Modified (Believes that property can be fixed). A motion for the Board could utilize the following language:

*"I move the Board, based on our findings, affirm the Building Commissioner Order and order the unsafe building at the real estate to be demolished within 30 days."*

## ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

November 1, 2023

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Cecil Bontreger  
61818 County Road 33  
Goshen, Indiana 46526

### **Section 1.**

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-231-011.000-015; commonly known as 603 North Seventh Street, Goshen, Indiana 46528, and more particularly described as follows:

Lot Number Eight (8) as the said Lot is known and designated on the recorded Plat of PARK ADDITION TO THE CITY OF GOSHEN; said Plat being recorded in Deed Record, page 565 in the Office of the Recorder of Elkhart County, Indiana.

ALSO, the North One-half (N ½) of the Vacated Alley lying South of and adjacent to said Lot.

### **Section 2.**

The Goshen Building Department inspected the subject real estate and the vacant residential structure located thereon on October 16, 2023. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited and you were given fifteen (15) days to make repairs. The real estate was re-inspected on October 31, 2023, which showed no significant improvement to the vacant residential structure at the real estate.

The following violations of Goshen City Code Section 6, Title 3, Chapter 1 were cited by the Goshen Building Department and have not been satisfactorily repaired or remedied:

1. The plumbing system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). All plumbing lines have been cut or removed.
2. The windows and doors are not weather tight and rodent proof, and have not been kept in good repair, a violation of Section 6.3.1.1(d). There are broken windows throughout the residential structure, with broken glass everywhere. The window trim has rotted and is water soaked. The exterior doors do not shut.
3. The mechanical and heating system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). The furnace is inoperable and the gas meters have been pulled.

4. The electrical system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). The electrical meters have been removed, the electrical panel has been tampered with, and there are multiple areas throughout the structure where the electrical wires have been cut or removed, or there is exposed wiring.
5. The floors in the residential structure have not been kept in good repair, a violation of Section 6.3.1.1(b). Floor boards throughout the residential structure have rotted.
6. The walls in the residential structure have not been kept in good repair, a violation of Section 6.3.1.1(b). Multiple walls in the residential structure have holes.
7. Interior and exterior painted surfaces have not been properly coated and are not weather tight, a violation of Section 6.3.1.1(g). Multiple areas throughout the residential structure have chipping and peeling paint.
8. The bathroom floor has not been kept in good repair and is likely to fail, a violation of Sections 6.3.1.1(b) and (p). The bathroom floor has become detached from the wall and is in danger of collapse due to deterioration.
9. The roof is not weather proof nor been kept in good repair, and is likely to fail, a violation of Sections 6.3.1.1(b), (c), and (r). The rear roof has begun to sag, evidencing water damage and deterioration, and is in danger of collapse.
10. The residential structure has become a fire hazard due to neglect, a violation of Section 6.3.1.1(x). The residential structure has already sustained a fire and has become accessible to vandals and squatters. Gas pipes and water lines have been cut.
11. The residential structure is unsecured, a violation of Section 6.3.1.1(ff). There is evidence of vandals and squatters entering the residential structure, such as graffiti, food remnants, and property damage.
12. There is no second-floor guardrail or handrail, a violation of Section 6.3.1.1(f).

The residential structure located on the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a) (2), (4), (5), and (6). The dilapidated nature of the residential structure, its deterioration due to neglect, the damaged mechanical and electrical systems, and its unsecured nature makes it a fire hazard. The unsecured nature of the residential structure, which has attracted vagrants as shown by the presence graffiti and food remnants, makes it a public nuisance. The residential structure is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning the sagging roof, rotted floor boards, and damaged electrical and mechanical systems. The residential structure is vacant and not maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

The leaking roof, collapsing floors, and damaged electrical, mechanical, and plumbing systems, combined with the dilapidated condition of the residential structure due to its deterioration as the result of neglect, make the condition of the residential structure such that removal is warranted. In its present condition, the residential structure is unfit for human habitation, occupancy, or use, and the conditions exist to the extent that life, health, property, and safety of the public is threatened. The residential structure is an unsafe building and the tract of real property on which the unsafe building is located shall be considered the unsafe premises.

### **Section 3.**

You are hereby **ORDERED** to demolish the unsafe buildings identified in Section 2 of this Order at the property identified in Section 1 of this Order and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work to be completed on or before December 1, 2023.

### **Section 4.**

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action make the required demolition and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

### **Section 5.**

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, December 4, 2023 at 2:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses, and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will have the right to affirm, rescind, or modify this Order.

### **Section 6.**

You are hereby notified that as a result of this Order being issued you may not transfer or agree to transfer any property interest in the parcel described in Section 1 of this Order, unless you have complied with all requirements of Indiana Code § 36-7-9-27, which are as follows:

1. You must supply full information regarding this Order to the person or persons taking or agreeing to take any interest in the parcel described in Section 1 of this Order.
2. You must supply in writing to the City of Goshen Building Department, within five (5) days of any actions to transfer the interest, the following:
  - a. The full name, address, and telephone number of the person or persons taking interest in the property described in Section 1 of this Order; and

- b. A copy of the legal instrument under which the transfer of the interest is accomplished.

**Section 7.**

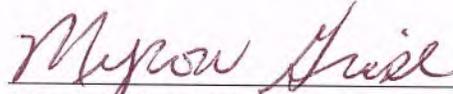
You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

**Section 8.**

This Order is issued by the City of Goshen Building Commissioner, Myron Grise, in accordance with the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance. The address of the Building Commissioner is 204 E. Jefferson Street, Suite 5, Goshen, Indiana 46528, and the telephone number is 574-534-1811.

This Order of the City of Goshen Building Commissioner is issued on November 1, 2023.

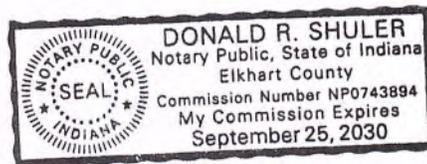
City of Goshen Building Department



Myron Grise, Building Commissioner

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned, a Notary Public in and for said county and State, this November 1, 2023, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.

  
\_\_\_\_\_  
Notary Public



**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY  
UNSAFE BUILDING HEARING AUTHORITY  
RECORD OF ACTION AND CONTINUOUS ENFORCEMENT ORDER**

December 4, 2023

To: Cecil Bontreger  
61818 County Road 33  
Goshen, Indiana 46526

IN RE: Violation of Goshen City Code

Property located at: 603 North Seventh Street, Goshen, Indiana

Property Tax Code: 20-11-09-231-011.000-015

Property Legal Description: see Attached Exhibit A

Property owner(s) of record: Cecil Bontreger

Substantial property of interest of record: None

**Section 1. Background**

The Order of the City of Goshen Building Commissioner dated November 1, 2023 (hereinafter "Order") concerning the real estate located at 603 North Seventh Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the "Real Estate") came before the Hearing Authority on December 4, 2023, for a hearing and decision as to whether the Order should be affirmed, rescinded, or modified, said Order requiring:

Demolition of the unsafe buildings at the Real Estate and removal of all demolition remains, trash, and debris on the Real Estate and return the site to natural grade, all of said work to be completed on or before December 1, 2023.

The following specific violations of Goshen City Code were identified in the Order:

1. The plumbing system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). All plumbing lines have been cut or removed.

2. The windows and doors are not weather tight and rodent proof, and have not been kept in good repair, a violation of Section 6.3.1.1(d). There are broken windows throughout the residential structure, with broken glass everywhere. The window trim has rotted and is water soaked. The exterior doors do not shut.
3. The mechanical and heating system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). The furnace is inoperable and the gas meters have been pulled.
4. The electrical system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). The electrical meters have been removed, the electrical panel has been tampered with, and there are multiple areas throughout the structure where the electrical wires have been cut or removed, or there is exposed wiring.
5. The floors in the residential structure have not been kept in good repair, a violation of Section 6.3.1.1(b). Floor boards throughout the residential structure have rotted.
6. The walls in the residential structure have not been kept in good repair, a violation of Section 6.3.1.1(b). Multiple walls in the residential structure have holes.
7. Interior and exterior painted surfaces have not been properly coated and are not weather tight, a violation of Section 6.3.1.1(g). Multiple areas throughout the residential structure have chipping and peeling paint.
8. The bathroom floor has not been kept in good repair and is likely to fail, a violation of Sections 6.3.1.1(b) and (p). The bathroom floor has become detached from the wall and is in danger of collapse due to deterioration.
9. The roof is not weather proof nor been kept in good repair, and is likely to fail, a violation of Sections 6.3.1.1(b), (c), and (r). The rear roof has begun to sag, evidencing water damage and deterioration, and is in danger of collapse.
10. The residential structure has become a fire hazard due to neglect, a violation of Section 6.3.1.1(x). The residential structure has already sustained a fire and has become accessible to vandals and squatters. Gas pipes and water lines have been cut.
11. The residential structure is unsecured, a violation of Section 6.3.1.1(ff). There is evidence of vandals and squatters entering the residential structure, such as graffiti, food remnants, and property damage.
12. There is no second-floor guardrail or handrail, a violation of Section 6.3.1.1(f).

## **Section 2. Findings**

A hearing was held where evidence was presented and arguments heard. The Board of Public Works and Safety, as the City of Goshen's Unsafe Building Hearing Authority, being duly advised in the premises, now makes the following findings and determinations:

### **A. Service of Process**

- Proper notice of the Order, and this hearing, was given to all persons with a substantial property interest in the Real Estate. Notice was sent Certified Mail, return receipt requested, and regular mail, and proof of service is established by the Certificate of Issuance of Building Commissioner Order, said service effective on Cecil Bontreger on prior to today's hearing.

## **B. Code Violations**

The time to complete the demolition required by the Order has passed, and the following conditions and violations of Goshen City Code cited by the Building Commissioner still exist at the residential structure located on the Real Estate:

<b>Building Condition/Violation</b>	<b>Yes</b>	<b>No</b>
1. The plumbing system at the residential structure is inoperable. All plumbing lines have been cut or removed.	<input type="checkbox"/>	<input type="checkbox"/>
2. The windows and doors are not weather tight and rodent proof, and have not been kept in good repair. There are broken windows throughout the residential structure, with broken glass everywhere. The window trim has rotted and is water soaked. The exterior doors do not shut.	<input type="checkbox"/>	<input type="checkbox"/>
3. The mechanical and heating system at the residential structure is inoperable. The furnace is inoperable and the gas meters have been pulled.	<input type="checkbox"/>	<input type="checkbox"/>
4. The electrical system at the residential structure is inoperable. The electrical meters have been removed, the electrical panel has been tampered with, and there are multiple areas throughout the structure where the electrical wires have been cut or removed or there is exposed wiring.	<input type="checkbox"/>	<input type="checkbox"/>
5. The floors of the residential structure have not been kept in good repair. Floor boards throughout the residential structure have rotted.	<input type="checkbox"/>	<input type="checkbox"/>
6. The walls in the residential structure have not been kept in good repair. Multiple walls in the residential structure have holes.	<input type="checkbox"/>	<input type="checkbox"/>
7. Interior and exterior painted surfaces have not been properly coated and are not weather tight. Multiple areas throughout the residential structure have chipping and peeling paint.	<input type="checkbox"/>	<input type="checkbox"/>
8. The bathroom floor has not been kept in good repair and is likely to fail. The bathroom floor has become detached from the wall and is in danger of collapse due to deterioration.	<input type="checkbox"/>	<input type="checkbox"/>
9. The roof is not weather proof nor been kept in good repair, and is likely to fail. The rear roof has begun to sag, evidencing water damage and deterioration, and is in danger of collapse.	<input type="checkbox"/>	<input type="checkbox"/>
10. The residential structure has become a fire hazard due to neglect. The residential structure has already sustained a fire and has become accessible to vandals and squatters. Gas pipes and water lines have been cut.	<input type="checkbox"/>	<input type="checkbox"/>
11. The residential structure is unsecured. There is evidence of vandals and squatters entering the residential structure, such as graffiti, food remnants, and property damage.	<input type="checkbox"/>	<input type="checkbox"/>
12. There is no second-floor guardrail or handrail.	<input type="checkbox"/>	<input type="checkbox"/>

### **C. Unsafe Building**

These conditions render the residential structure at the Real Estate an unsafe building as the residential structure is:

1.  In an impaired structural condition that makes it unsafe to person or property;
2.  A fire hazard;
3.  A hazard to public health;
4.  A public nuisance;
5.  Dangerous to person or property because of a violation of a statute or ordinance concerning building condition or maintenance;
6.  Vacant or blighted and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance.

### **D. Remedial Action.**

In addition, the general condition of the unsafe building at the Real Estate, based on the above findings from the evidence presented to the Hearing Authority:

1.  Warrant demolition of the unsafe building. In its present condition, the unsafe building at the Real Estate is unfit for human habitation, occupancy, or use, and conditions exist to the extent that life, property, and safety of the public is threatened.
2.  Cannot be repaired cost effectively and/or the property owner(s) of record and/or substantial property interest(s) of record have failed to demonstrate a willingness or intention to repair the unsafe building, therefore the option of repair will not effectively correct the conditions considered to be a danger to the public.
3.  Can be repaired cost effectively and the property owner(s) or record and/or the substantial property interest(s) of record have demonstrated a willingness or intention to repair the unsafe building, therefore the option of repair may effectively correct the conditions considered to be a danger to the public.

## **Section 3. Hearing Authority Order.**

### **A. Action on Building Commissioner Order**

Based on these findings, the Hearing Authority now ORDERS that the Order is

- Affirmed. The Unsafe Building at the Real Estate is ordered to be demolished within thirty (30) days.
- Rescinded
- Modified as follows:

- The Hearing Authority, finding that the Unsafe Building at the Real Estate may be repaired finds it appropriate to permit the opportunity for repairs to the Unsafe Building at the Real Estate and therefore gives the property owner, Cecil Bontreger, \_\_\_\_\_ days to complete repairs necessary to address all violations listed in the Order, with this matter set for further review by this Board following that period.
- The Hearing Authority, finding that the Unsafe Building at the Real Estate may be repaired, directs the City of Goshen Legal Department to pursue civil action against the property owner pursuant to I.C. § 36-7-9-17 to seek appropriate remedies, specifically including civil penalties (I.C. § 36-7-9-19), the appointment of a receiver (I.C. § 36-7-9-20), and/or court order for performance of repair work (I.C. § 36-7-9-21).

**B. Civil Penalty**

The City of Goshen Board of Public Works and Safety further ORDERS:

- The Hearing Authority also finds that there has been a willful failure to comply with the Order, based on the following facts:

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and therefore now orders a civil penalty against the property owner, Cecil Bontreger, in the amount of: \_\_\_\_\_.

- The payment of said civil penalty is due in full on or before \_\_\_\_\_;
- The effective date of said civil penalty is postponed until \_\_\_\_\_, to allow all work necessary to comply with the Order to be completed;
- No findings or order for civil penalty.

You are entitled to appeal these findings of facts and this Order to the 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 time, then your right to appeal will be forfeited.

I.C. § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the Building and/or the Real Estate affected by this Continuous Enforcement 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) business days after transferring that interest or agreeing to transfer a substantial property interest in the Building and/or the Real Estate, you must 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 Building and/or the Real Estate, 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, Suite 5, Goshen, Indiana 46528, or you may contact him at 574-534-1811. 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 CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety is issued on December 4, 2023.

City of Goshen Board of Public Work and Safety

By: \_\_\_\_\_  
Gina M. Leichty, Mayor

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on December \_\_\_\_, 2023.

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

\_\_\_\_\_  
Notary Public

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

**EXHIBIT A**

Lot Number Eight (8) as the said Lot is known and designated on the recorded Plat of PARK ADDITION TO THE CITY OF GOSHEN; said Plat being recorded in Deed Record 75, page 565 in the Office of the Recorder of Elkhart County, Indiana.

ALSO, the North One-half (N ½) of the Vacate Alley lying South of and adjacent to said Lot.

**Certificate of Service**

The undersigned hereby certifies that the foregoing Record of Action and Continuous Enforcement Order of the City of Goshen Board of Public Works and Safety dated December 4, 2023, for the premises at 603 North Seventh Street, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested, and by regular first-class mail to the last known address of the following persons to be notified on December \_\_\_\_\_, 2023:

Cecil Bontreger  
61818 County Road 33  
Goshen, Indiana 46526

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Donald R. Shuler, #26587-71  
Assistant City Attorney  
City of Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528



## 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](http://www.goshenindiana.org)

November 29, 2023

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 111 South 29th Street, Goshen, Indiana

An unsafe building review hearing is scheduled for the property located at 111 South 29th Street, Goshen, Indiana. Attached is the Order of the City of Goshen Building Commissioner dated November 1, 2023 concerning the property. The Board of Public Works and Safety needs to conduct the hearing; affirm, rescind, or modify the Building Commissioner Order; and determine what action it will order concerning the property. The form of the Continuous Enforcement Order that may be issued by the BOW following the hearing for this Property is attached.

Section 1 of the Continuous Enforcement Order summarizes the Building Commissioner Order.

Section 2 of the Continuous Enforcement Order addresses the Findings that the Board of Works will need to make following the hearing and any evidence presented. To make these findings, the Board must do so in a motion that is approved; the form of such a motion could utilize the following language:

*"I move the Board finds:*

- (1) that effective service was made on the property owner;*
- (2) that the code violations identified in the Building Commissioner Order, Numbered 1 through 13, continue to exist;*
- (3) that those violations make the structure an unsafe building because the building is in an impaired structural condition, constitutes a fire hazard and public nuisance, is dangerous to person or property due to code violations, and is vacant and not maintained in a manner that would permit human occupancy or use; and*
- (4) that the general condition of the building along with the failure of a demonstrated willingness to make repairs makes demolition appropriate."*

After making those findings, the Board then issues its Order in Section 3, where it will Affirm the Building Commissioner Order (if agrees with demolition), rescind (property violations have been fixed), or Modified (Believes that property can be fixed). A motion for the Board could utilize the following language:

*"I move the Board, based on our findings, affirm the Building Commissioner Order and order the unsafe building at the real estate to be demolished within 30 days."*

## ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

November 1, 2023

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Ron Davidhizar  
203 Middlebury Street  
Goshen, Indiana 46528

### **Section 1.**

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-11-155-019.000-015; commonly known as 111 South 29th Street, Goshen, Indiana 46528, and more particularly described as follows:

Lots 517 and 519 in Wildens 2nd East Addition to the City of Goshen, and the East Half (E ½) of the Vac Alley Adj W

### **Section 2.**

The Goshen Building Department inspected the subject real estate and the vacant residential structure located thereon on October 16, 2023. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited and you were given fifteen (15) days to make repairs. The real estate was re-inspected on October 31, 2023, which showed no significant improvement to the vacant residential structure at the real estate.

The following violations of Goshen City Code Section 6, Title 3, Chapter 1 were cited by the Goshen Building Department and have not been satisfactorily repaired or remedied:

1. The residential structure is not secured from intrusion by unauthorized persons, a violation of Section 6.3.1.1(ff). There is no front door installed, missing windows, and large gaps in the foundation. The presence of animal and human feces, decaying animal carcasses, and accumulation of materials inside the structure demonstrate the residential structure's accessibility.
2. The heating and mechanical system at the residential structure have been damaged due to neglect and lack of use, a violation of Section 6.3.1.1(a). The furnace has been tampered with and the existing duct work has rusted out and needs replacement.
3. Due to neglect and deterioration, the residential structure is in a condition where it is danger of collapsing, a violation of Sections 6.3.1.1(p) and (r). Areas of the roof are in danger of collapse from deterioration and leaks. Areas of the foundation are collapsing and have large gaps, permitting animals and weather to enter.
4. The residential structure has become a fire hazard, a violation of Section 6.3.1.1(x). Due to neglect and dilapidation, in addition to the residential structure's accessibility,

- the structure has lots most of its fire resistance qualities; the gas lines are busted, the electrical wiring has been cut, and the furnace has been tampered.
5. The plumbing system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). Most plumbing pipes have been cut or completely removed.
  6. The electrical system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). All the wiring has been cut and removed; the electrical panel is open and all wires have been cut from the panel.
  7. The foundation of the residential structure is not weather tight, has not been kept in good repair, and is not firmly supported nor free of open cracks and breaks, a violation of Section 6.3.1.1(b). There are areas of the foundation that have large holes permitting animals and weather to enter, and areas of the foundation wall that have begun to collapse.
  8. There are multiple missing windows and broken windows throughout the residential structure, a violation of Section 6.3.1.1(d).
  9. The roof has not been kept in good repair, a violation of Section 6.3.1.1(b). The roof has deteriorated and has several leaks. Areas of the soffit have collapsed.
  10. The ceiling has not been kept in good repair, a violation of Section 6.3.1.1(b). Ceiling panels throughout the residential structure have collapsed and several areas of the ceiling have holes.
  11. The walls inside the house have not been kept in good repair, a violation of Section 6.3.1.1(b). Multiple walls have holes in them.
  12. The floors have not been kept in good repair, a violation of Section 6.3.1.1(b). Several floors have holes in them and there are areas of the floor that have begun to collapse.
  13. All painted surfaces in the residential structure are not properly coated and weather tight, a violation of Section 6.3.1.1(g). Areas through the interior and exterior have chipped and peeling paint.

The residential structure located on the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (4), (5), and (6). The leaking roof, collapsing ceilings and walls, and failing foundation renders it in an impaired structural condition that makes it unsafe to person or property. The dilapidated nature of the residential structure, its deterioration due to neglect, the damaged mechanical and electrical systems, and its unsecured nature makes it a fire hazard. The unsecured nature of the residential structure, which has attracted vagrants as shown by the presence of human feces and accumulated materials, in addition to animal feces and decaying animal carcasses, makes it a public nuisance. The residential structure is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning the leaking roof, collapsing ceilings, damaged electrical and mechanical systems, and failing foundation. The residential structure is vacant and not maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

Due to the leaking roof, damaged and collapsing ceilings, damaged and failing walls, and failing foundation, combined with the dilapidated condition of the residential structure due to its deterioration as the result of neglect, the condition of the residential structure warrants removal. In its present condition, the residential structure is unfit for human habitation, occupancy, or use, and the conditions exist to the extent that life, health, property, and safety of the public is

threatened. The residential structure is an unsafe building and the tract of real property on which the unsafe building is located shall be considered the unsafe premises.

### **Section 3.**

You are hereby **ORDERED** to demolish the unsafe buildings identified in Section 2 of this Order at the property identified in Section 1 of this Order and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work to be completed on or before December 1, 2023.

### **Section 4.**

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action make the required demolition and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

### **Section 5.**

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, December 4, 2023 at 2:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses, and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will have the right to affirm, rescind, or modify this Order.

### **Section 6.**

You are hereby notified that as a result of this Order being issued you may not transfer or agree to transfer any property interest in the parcel described in Section 1 of this Order, unless you have complied with all requirements of Indiana Code § 36-7-9-27, which are as follows:

1. You must supply full information regarding this Order to the person or persons taking or agreeing to take any interest in the parcel described in Section 1 of this Order.
2. You must supply in writing to the City of Goshen Building Department, within five (5) days of any actions to transfer the interest, the following:
  - a. The full name, address, and telephone number of the person or persons taking interest in the property described in Section 1 of this Order; and



**Certificate of Service**

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 111 South 29th Street, Goshen, Indiana was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on November 1, 2023:

Ron Davidhizar  
203 Middlebury Street  
Goshen, Indiana 46528



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Donald R. Shuler, #26587-71  
Assistant City Attorney  
City of Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528

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 (Donald R. Shuler).

This document prepared by Donald R. Shuler, Assistant City Attorney, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, IN 46526; Ph: 574.537.3855.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY  
UNSAFE BUILDING HEARING AUTHORITY  
RECORD OF ACTION AND CONTINUOUS ENFORCEMENT ORDER**

December 4, 2023

To: Ronald E. Davidhizar  
203 Middlebury Street  
Goshen, Indiana 46528

IN RE: Violation of Goshen City Code

Property located at: 111 South 29th Street, Goshen, Indiana

Property Tax Code: 20-11-11-155-019.000-015

Property Legal Description: see Attached Exhibit A

Property owner(s) of record: Ronald E. Davidhizar

Substantial property of interest of record: None

**Section 1. Background**

The Order of the City of Goshen Building Commissioner dated November 1, 2023 (hereinafter "Order") concerning the real estate located at 111 South 29th Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the "Real Estate") came before the Hearing Authority on December 4, 2023, for a hearing and decision as to whether the Order should be affirmed, rescinded, or modified, said Order requiring:

Demolition of the unsafe buildings at the Real Estate and removal of all demolition remains, trash, and debris on the Real Estate and return the site to natural grade, all of said work to be completed on or before December 1, 2023.

The following specific violations of Goshen City Code were identified in the Order:

1. The residential structure is not secured from intrusion by unauthorized persons, a violation of Section 6.3.1.1(ff). There is no front door installed, missing windows, and large gaps in the foundation. The presence of animal and human feces, decaying

- animal carcasses, and accumulation of materials inside the structure demonstrate the residential structure's accessibility.
2. The heating and mechanical system at the residential structure have been damaged due to neglect and lack of use, a violation of Section 6.3.1.1(a). The furnace has been tampered with and the existing duct work has rusted out and needs replacement.
  3. Due to neglect and deterioration, the residential structure is in a condition where it is danger of collapsing, a violation of Sections 6.3.1.1(p) and (r). Areas of the roof are in danger of collapse from deterioration and leaks. Areas of the foundation are collapsing and have large gaps, permitting animals and weather to enter.
  4. The residential structure has become a fire hazard, a violation of Section 6.3.1.1(x). Due to neglect and dilapidation, in addition to the residential structure's accessibility, the structure has lots most of its fire resistance qualities; the gas lines are busted, the electrical wiring has been cut, and the furnace has been tampered.
  5. The plumbing system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). Most plumbing pipes have been cut or completely removed.
  6. The electrical system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). All the wiring has been cut and removed; the electrical panel is open and all wires have been cut from the panel.
  7. The foundation of the residential structure is not weather tight, has not been kept in good repair, and is not firmly supported nor free of open cracks and breaks, a violation of Section 6.3.1.1(b). There are areas of the foundation that have large holes permitting animals and weather to enter, and areas of the foundation wall that have begun to collapse.
  8. There are multiple missing windows and broken windows throughout the residential structure, a violation of Section 6.3.1.1(d).
  9. The roof has not been kept in good repair, a violation of Section 6.3.1.1(b). The roof has deteriorated and has several leaks. Areas of the soffit have collapsed.
  10. The ceiling has not been kept in good repair, a violation of Section 6.3.1.1(b). Ceiling panels throughout the residential structure have collapsed and several areas of the ceiling have holes.
  11. The walls inside the house have not been kept in good repair, a violation of Section 6.3.1.1(b). Multiple walls have holes in them.
  12. The floors have not been kept in good repair, a violation of Section 6.3.1.1(b). Several floors have holes in them and there are areas of the floor that have begun to collapse.
  13. All painted surfaces in the residential structure are not properly coated and weather tight, a violation of Section 6.3.1.1(g). Areas through the interior and exterior have chipped and peeling paint.

## **Section 2. Findings**

A hearing was held where evidence was presented and arguments heard. The Board of Public Works and Safety, as the City of Goshen's Unsafe Building Hearing Authority, being duly advised in the premises, now makes the following findings and determinations:

**A. Service of Process**

- Proper notice of the Order, and this hearing, was given to all persons with a substantial property interest in the Real Estate. Notice was sent Certified Mail, return receipt requested, and regular mail, and proof of service is established by the Certificate of Issuance of Building Commissioner Order, said service effective on Ronald E. Davidhizar on November 3, 2023.

**B. Code Violations**

The time to complete the demolition required by the Order has passed, and the following conditions and violations of Goshen City Code cited by the Building Commissioner still exist at the residential structure located on the Real Estate:

<b>Building Condition/Violation</b>	<b>Yes</b>	<b>No</b>
1. The residential structure is not secured from intrusion by unauthorized persons. There is no front door installed, missing windows, and large gaps in foundation. The presence of animal and human feces, decaying animal carcasses, and accumulation of materials inside the structure confirm its accessibility.	<input type="checkbox"/>	<input type="checkbox"/>
2. The heating and mechanical system at the residential structure have been damaged due to neglect and lack of use. The furnace has been tampered with and the existing duct work has rusted out and need replacement.	<input type="checkbox"/>	<input type="checkbox"/>
3. Due to neglect and deterioration, the residential structure is in a condition where it is in danger of collapsing. Areas of the roof are in danger of collapse from deterioration and leaks. Areas of the foundation are collapsing and have large gaps, permitting animals and weather to enter.	<input type="checkbox"/>	<input type="checkbox"/>
4. The residential structure has become a fire hazard. Due to neglect and dilapidation, in addition to the residential structure’s accessibility, the structure has lost most of its fire resistance qualities; the gas lines are busted, the electrical wiring has been cut, and the furnace has been tampered with.	<input type="checkbox"/>	<input type="checkbox"/>
5. The plumbing system at the residential structure is inoperable. Most plumbing pipes have been cut or completely removed.	<input type="checkbox"/>	<input type="checkbox"/>
6. The electrical system at the residential structure is inoperable. All the wiring has been cut and removed; the electrical panel is open and all wires have been cut from the panel.	<input type="checkbox"/>	<input type="checkbox"/>
7. The foundation of the residential structure is not weather tight, has not been kept in good repair, and is not firmly supported nor free of open cracks and breaks. There are areas of the foundation that have large holes permitting animals and weather to enter, and areas of the foundation wall that have begun to collapse.	<input type="checkbox"/>	<input type="checkbox"/>
8. There are multiple missing windows and broken windows throughout the residential structure.	<input type="checkbox"/>	<input type="checkbox"/>
9. The rood has not been kept in good repair. The roof has deteriorated and has several leaks. Areas of the soffit have collapsed.	<input type="checkbox"/>	<input type="checkbox"/>

10. The ceiling has not been kept in good repair. Ceiling panels throughout the residential structure have collapsed and several areas of the ceiling have holes.	<input type="checkbox"/>	<input type="checkbox"/>
11. The walls inside the house have not been kept in good repair. Multiple walls have holes in them.	<input type="checkbox"/>	<input type="checkbox"/>
12. The floors have not been kept in good repair. Several floors have holes in them and there are areas of the floor that have begun to collapse.	<input type="checkbox"/>	<input type="checkbox"/>
13. All painted surfaces in the residential structure are not properly coated and weather tight. Areas throughout the interior and exterior have chipping and peeling paint.	<input type="checkbox"/>	<input type="checkbox"/>

**C. Unsafe Building**

These conditions render the residential structure at the Real Estate an unsafe building as the residential structure is:

1.  In an impaired structural condition that makes it unsafe to person or property;
2.  A fire hazard;
3.  A hazard to public health;
4.  A public nuisance;
5.  Dangerous to person or property because of a violation of a statute or ordinance concerning building condition or maintenance;
6.  Vacant or blighted and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance.

**D. Remedial Action.**

In addition, the general condition of the unsafe building at the Real Estate, based on the above findings from the evidence presented to the Hearing Authority:

1.  Warrant demolition of the unsafe building. In its present condition, the unsafe building at the Real Estate is unfit for human habitation, occupancy, or use, and conditions exist to the extent that life, property, and safety of the public is threatened.
2.  Cannot be repaired cost effectively and/or the property owner(s) of record and/or substantial property interest(s) of record have failed to demonstrate a willingness or intention to repair the unsafe building, therefore the option of repair will not effectively correct the conditions considered to be a danger to the public.
3.  Can be repaired cost effectively and the property owner(s) or record and/or the substantial property interest(s) of record have demonstrated a willingness or intention to repair the unsafe building, therefore the option of repair may effectively correct the conditions considered to be a danger to the public.

**Section 3. Hearing Authority Order.**

**A. Action on Building Commissioner Order**

Based on these findings, the Hearing Authority now ORDERS that the Order is

- Affirmed. The Unsafe Building at the Real Estate is ordered to be demolished within thirty (30) days.
- Rescinded
- Modified as follows:
  - The Hearing Authority, finding that the Unsafe Building at the Real Estate may be repaired finds it appropriate to permit the opportunity for repairs to the Unsafe Building at the Real Estate and therefore gives the property owner, Ronald E. Davidhizar, \_\_\_\_\_ days to complete repairs necessary to address all violations listed in the Order, with this matter set for further review by this Board following that period.
  - The Hearing Authority, finding that the Unsafe Building at the Real Estate may be repaired, directs the City of Goshen Legal Department to pursue civil action against the property owner pursuant to I.C. § 36-7-9-17 to seek appropriate remedies, specifically including civil penalties (I.C. § 36-7-9-19), the appointment of a receiver (I.C. § 36-7-9-20), and/or court order for performance of repair work (I.C. § 36-7-9-21).

**B. Civil Penalty**

The City of Goshen Board of Public Works and Safety further ORDERS:

- The Hearing Authority also finds that there has been a willful failure to comply with the Order, based on the following facts:

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and therefore now orders a civil penalty against the property owner, Ronald E. Davidhizar, in the amount of: \_\_\_\_\_.

- The payment of said civil penalty is due in full on or before \_\_\_\_\_;
- The effective date of said civil penalty is postponed until \_\_\_\_\_, to allow all work necessary to comply with the Order to be completed;
- No findings or order for civil penalty.

You are entitled to appeal these findings of facts and this Order to the 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 time, then your right to appeal will be forfeited.

I.C. § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the Building and/or the Real Estate affected by this Continuous Enforcement 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) business days after transferring that interest or agreeing to transfer a substantial property interest in the Building and/or the Real Estate, you must 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 Building and/or the Real Estate, 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, Suite 5, Goshen, Indiana 46528, or you may contact him at 574-534-1811. 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 CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety is issued on December 4, 2023.

City of Goshen Board of Public Work and Safety

By: \_\_\_\_\_  
Gina M. Leichty, Mayor

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on December \_\_\_\_, 2023.

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

\_\_\_\_\_  
Notary Public

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

**EXHIBIT A**

Lots 517 and 519 in Wildens 2nd East Addition to the City of Goshen, and the East Half (E ½) of the Vac Alley Adj W.

**Certificate of Service**

The undersigned hereby certifies that the foregoing Record of Action and Continuous Enforcement Order of the City of Goshen Board of Public Works and Safety dated December 4, 2023, for the premises at 111 South 29th Street, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested, and by regular first-class mail to the last known address of the following persons to be notified on December \_\_\_\_\_, 2023:

Ronald E. Davidhizar  
203 Middlebury Street  
Goshen, Indiana 46528

---

Donald R. Shuler, #26587-71  
Assistant City Attorney  
City of Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528



## 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](http://www.goshenindiana.org)

November 29, 2023

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 702 North Sixth Street, Goshen, Indiana 46528

An unsafe building hearing is scheduled for the property located at 702 North Sixth Street, Goshen, Indiana. Attached is the Order of the City of Goshen Building Commissioner dated November 1, 2023 concerning the property. The Board of Public Works and Safety needs to conduct the hearing; affirm, rescind, or modify the Building Commissioner Order; and determine what action it will order concerning the property. The form of the Continuous Enforcement Order that may be issued by the BOW following the hearing for this Property is attached.

Section 1 of the Continuous Enforcement Order summarizes the Building Commissioner Order.

Section 2 of the Continuous Enforcement Order addresses the Findings that the Board of Works will need to make following the hearing and any evidence presented. To make these findings, the Board must do so in a motion that is approved; the form of such a motion could utilize the following language:

*"I move the Board finds:*

- (1) that effective service was made on the property owner;*
- (2) that the code violations identified in the Building Commissioner Order, Numbered 1 through 10, continue to exist;*
- (3) that those violations make the structure an unsafe building because the building is in an impaired structural condition, constitutes a fire hazard, is dangerous to person or property due to the Code violations, and is vacant and not maintained in manner that would permit human occupancy or use; and*
- (4) that the general condition of the building along with the failure of a demonstrated willingness to make repairs makes demolition appropriate."*

After making those findings, the Board then issues its Order in Section 3, where it will Affirm the Building Commissioner Order (if agrees with demolition), rescind (property violations have been fixed), or Modified (Believes that property can be fixed). A motion for the Board could utilize the following language:

*"I move the Board, based on our findings, affirm the Building Commissioner Order and order the unsafe building at the real estate to be demolished within 30 days."*

## ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

November 1, 2023

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Ronald E. Davidhizar  
203 Middlebury Street  
Goshen, Indiana 46528

### **Section 1.**

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-04-482-007.000-015; commonly known as 702 North 6th Street, Goshen, Indiana 46528, and more particularly described as follows:

Lot Number Thirty-five (35) in Wilden's Addition to the City of Goshen, Indiana, less twenty (20) feet for a road off the whole length of said lot on the South side thereof.

Lots Numbered Thirty-two (32), Thirty (33), and Thirty-four (34) in Wilden's Addition to the City of Goshen, Indiana.

### **Section 2.**

The Goshen Building Department inspected the subject real estate and the vacant residential structure located thereon on October 16, 2023. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited and you were given fifteen (15) days to make repairs. The real estate was re-inspected on October 31, 2023, which showed no significant improvement to the vacant residential structure at the real estate.

The following violations of Goshen City Code Section 6, Title 3, Chapter 1 were cited by the Goshen Building Department and have not been satisfactorily repaired or remedied:

1. The residential structure is not secured from intrusion by unauthorized persons, a violation of Section 6.3.1.1(ff). The front door is open, the door to the basement is open, and the residential structure is freely accessible to vandals and squatters, in addition to animals.
2. The roof exhibits signs of deterioration and leaking, permitting water into the residential structure; ceiling plaster on the second floor has collapsed, exposing water damaged lath on walls and ceiling; the soffit at the rear of the property has begun to

- collapse; and the fascia around the residential structure is severely water damaged; all of which are violations of Section 6.3.1.1(c).
3. Multiple windows and doors are broken and not working properly, a violation of Section 6.3.1.1(d).
  4. Multiple areas of the foundation have holes and cracks, permitting weather and animals to enter; areas of block foundation have failed and compromised the strength of the foundation; which are violations of Sections 6.3.1.1(b) and (j).
  5. Portions of the second-floor ceiling have collapsed; ceiling panels on the main floor have collapsed; walls throughout the residential structure have holes; several walls have collapsed or been removed, leaving only the studs; all of which are violations of Section 6.3.1.1(b).
  6. The interior of the residential structure has chipped and peeling paint throughout, a violation of Section 6.3.1.1(g).
  7. The electrical system is damaged and likely needs replacement due to neglect, a violation of Section 6.3.1.1(a).
  8. The plumbing system is damaged and likely needs replacement due to neglect, a violation of Section 6.3.1.1(a).
  9. The mechanical system is damaged and likely needs replacement due to neglect, a violation of Section 6.3.1.1(a).
  10. The residential structure, due to deterioration, damage, and its dilapidated condition, has become a fire hazard, a violation of Section 6.3.1.1(x).

The residential structure located on the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). The leaking roof, collapsing ceilings, and failed block foundation renders it in an impaired structural condition that makes it unsafe to person or property. The dilapidated nature of the residential structure, its deterioration due to neglect, and damaged electrical system makes it a fire hazard. The residential structure is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning the leaking roof, collapsing ceilings, damaged electrical and mechanical systems, and failing foundation. The residential structure is vacant and not maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

Due to the leaking roof, damaged and collapsing ceilings, and failing foundation, combined with the dilapidated condition of the residential structure due to its deterioration as the result of neglect, the condition of the residential structure warrants removal. In its present condition, the residential structure is unfit for human habitation, occupancy, or use, and the conditions exist to the extent that life, health, property, and safety of the public is threatened. The residential structure is an unsafe building and the tract of real property on which the unsafe building is located shall be considered the unsafe premises.

### **Section 3.**

You are hereby **ORDERED** to demolish the unsafe buildings identified in Section 2 of this Order at the property identified in Section 1 of this Order and remove all demolition remains, trash, and

debris on the unsafe premises and return the site to natural grade, all of said work to be completed on or before December 1, 2023.

**Section 4.**

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action make the required demolition and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

**Section 5.**

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, December 4, 2023 at 2:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses, and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will have the right to affirm, rescind, or modify this Order.

**Section 6.**

You are hereby notified that as a result of this Order being issued you may not transfer or agree to transfer any property interest in the parcel described in Section 1 of this Order, unless you have complied with all requirements of Indiana Code § 36-7-9-27, which are as follows:

1. You must supply full information regarding this Order to the person or persons taking or agreeing to take any interest in the parcel described in Section 1 of this Order.
2. You must supply in writing to the City of Goshen Building Department, within five (5) days of any actions to transfer the interest, the following:
  - a. The full name, address, and telephone number of the person or persons taking interest in the property described in Section 1 of this Order; and
  - b. A copy of the legal instrument under which the transfer of the interest is accomplished.

**Section 7.**

You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.



**Certificate of Service**

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 702 North 6th Street, Goshen, Indiana was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on November 1, 2023:

Ronald Davidhizar  
203 Middlebury Street  
Goshen, Indiana 46528



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Donald R. Shuler, #26587-71  
Assistant City Attorney  
City of Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528

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 (Donald R. Shuler).

This document prepared by Donald R. Shuler, Assistant City Attorney, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, IN 46526; Ph: 574.537.3855.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY  
UNSAFE BUILDING HEARING AUTHORITY  
RECORD OF ACTION AND CONTINUOUS ENFORCEMENT ORDER**

December 4, 2023

To: Ronald E. Davidhizar  
203 Middlebury Street  
Goshen, Indiana 46528

IN RE: Violation of Goshen City Code  
Property located at: 702 North Sixth Street, Goshen, Indiana  
Property Tax Code: 20-11-04-482-007.000-015  
Property Legal Description: see Attached Exhibit A  
Property owner(s) of record: Ronald E. Davidhizar  
Substantial property of interest of record: None

**Section 1. Background**

The Order of the City of Goshen Building Commissioner dated November 1, 2023 (hereinafter "Order") concerning the real estate located at 702 North Sixth Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the "Real Estate") came before the Hearing Authority on December 4, 2023, for a hearing and decision as to whether the Order should be affirmed, rescinded, or modified, said Order requiring:

Demolition of the unsafe buildings at the Real Estate and removal of all demolition remains, trash, and debris on the Real Estate and return the site to natural grade, all of said work to be completed on or before December 1, 2023.

The following specific violations of Goshen City Code were identified in the Order:

1. The residential structure is not secured from intrusion by unauthorized persons, a violation of Section 6.3.1.1(ff). The front door is open, the door to the basement is

open, and the residential structure is freely accessible to vandals and squatters, in addition to animals.

2. The roof exhibits signs of deterioration and leaking, permitting water into the residential structure; ceiling plaster on the second floor has collapsed, exposing water damaged lath on walls and ceiling; the soffit at the rear of the property has begun to collapse; and the fascia around the residential structure is severely water damaged; all of which are violations of Section 6.3.1.1(c).
3. Multiple windows and doors are broken and not working properly, a violation of Section 6.3.1.1(d).
4. Multiple areas of the foundation have holes and cracks, permitting weather and animals to enter; areas of block foundation have failed and compromised the strength of the foundation; which are violations of Sections 6.3.1.1(b) and (j).
5. Portions of the second floor ceiling have collapsed; ceiling panels on the main floor have collapsed; walls throughout the residential structure have holes; several walls have collapsed or been removed, leaving only studs; all of which are violations of Section 6.3.1.1(b).
6. The interior of the residential structure has chipped and peeling paint throughout, a violation of Section 6.3.1.1(g).
7. The electrical system is damaged and likely needs replacement due to neglect, a violation of Section 6.3.1.1(a).
8. The plumbing system is damaged and likely needs replacement due to neglect, a violation of Section 6.3.1.1(a).
9. The mechanical system is damaged and likely needs replacement due to neglect, a violation of Section 6.3.1.1(a).
10. The residential structure, due to deterioration, damage, and its dilapidated condition, has become a fire hazard, a violation of Section 6.3.1.1(x).

## **Section 2. Findings**

A hearing was held where evidence was presented and arguments heard. The Board of Public Works and Safety, as the City of Goshen's Unsafe Building Hearing Authority, being duly advised in the premises, now makes the following findings and determinations:

### **A. Service of Process**

- Proper notice of the Order, and this hearing, was given to all persons with a substantial property interest in the Real Estate. Notice was sent Certified Mail, return receipt requested, and regular mail, and proof of service is established by the Certificate of Issuance of Building Commissioner Order, said service effective on Ronald E. Davidhizar on November 3, 2023.

**B. Code Violations**

The time to complete the demolition required by the Order has passed, and the following conditions and violations of Goshen City Code cited by the Building Commissioner still exist at the residential structure located on the Real Estate:

<b>Building Condition/Violation</b>	<b>Yes</b>	<b>No</b>
1. The residential structure is not secured from intrusion by unauthorized persons.	<input type="checkbox"/>	<input type="checkbox"/>
2. The residential structure’s roof is leaking, resulting in ceiling plaster on the second floor collapsing, water damaged lath on walls and ceilings, soffit at rear of structure collapsing, and water damaged fascia.	<input type="checkbox"/>	<input type="checkbox"/>
3. Multiple windows and doors are broken and not working property	<input type="checkbox"/>	<input type="checkbox"/>
4. Multiple areas of the foundation have cracks and holes, and there are areas where the block foundation has failed, compromising the strength of the foundation	<input type="checkbox"/>	<input type="checkbox"/>
5. Portions of the second floor ceiling have collapsed; ceiling panels on the main floor have collapsed; walls throughout the residential structure have holes, and several walls have collapsed or been removed	<input type="checkbox"/>	<input type="checkbox"/>
6. The interior of the residential structure has chipped and peeling paint throughout	<input type="checkbox"/>	<input type="checkbox"/>
7. The electrical system is damaged and likely needs replacement due to neglect	<input type="checkbox"/>	<input type="checkbox"/>
8. The plumbing system is damaged and likely needs replacement due to neglect	<input type="checkbox"/>	<input type="checkbox"/>
9. The mechanical system is damaged and likely needs replacement due to neglect	<input type="checkbox"/>	<input type="checkbox"/>
10. The residential structure, due to deterioration, damage, and its dilapidated condition, has become a fire hazard	<input type="checkbox"/>	<input type="checkbox"/>

**C. Unsafe Building**

These conditions render the residential structure at the Real Estate an unsafe building as the residential structure is:

1.  In an impaired structural condition that makes it unsafe to person or property;
2.  A fire hazard;
3.  A hazard to public health;
4.  A public nuisance;
5.  Dangerous to person or property because of a violation of a statute or ordinance concerning building condition or maintenance;
6.  Vacant or blighted and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance.

**D. Remedial Action.**

In addition, the general condition of the unsafe building at the Real Estate, based on the above findings from the evidence presented to the Hearing Authority:

1.  Warrant demolition of the unsafe building. In its present condition, the unsafe building at the Real Estate is unfit for human habitation, occupancy, or use, and conditions exist to the extent that life, property, and safety of the public is threatened.
2.  Cannot be repaired cost effectively and/or the property owner(s) of record and/or substantial property interest(s) of record have failed to demonstrate a willingness or intention to repair the unsafe building, therefore the option of repair will not effectively correct the conditions considered to be a danger to the public.
3.  Can be repaired cost effectively and the property owner(s) or record and/or the substantial property interest(s) of record have demonstrated a willingness or intention to repair the unsafe building, therefore the option of repair may effectively correct the conditions considered to be a danger to the public.

**Section 3. Hearing Authority Order.**

**A. Action on Building Commissioner Order**

Based on these findings, the Hearing Authority now ORDERS that the Order is

- Affirmed. The Unsafe Building at the Real Estate is ordered to be demolished within thirty (30) days.
- Rescinded
- Modified as follows:
  - The Hearing Authority, finding that the Unsafe Building at the Real Estate may be repaired finds it appropriate to permit the opportunity for repairs to the Unsafe Building at the Real Estate and therefore gives the property owner, Ronald E. Davidhizar, \_\_\_\_\_ days to complete repairs necessary to address all violations listed in the Order, with this matter set for further review by this Board following that period.
  - The Hearing Authority, finding that the Unsafe Building at the Real Estate may be repaired, directs the City of Goshen Legal Department to pursue civil action against the property owner pursuant to I.C. § 36-7-9-17 to seek appropriate remedies, specifically including civil penalties (I.C. § 36-7-9-19), the appointment of a receiver (I.C. § 36-7-9-20), and/or court order for performance of repair work (I.C. § 36-7-9-21).

**B. Civil Penalty**

The City of Goshen Board of Public Works and Safety further ORDERS:

- The Hearing Authority also finds that there has been a willful failure to comply with the Order, based on the following facts:

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and therefore now orders a civil penalty against the property owner, Ronald E. Davidhizar, in the amount of: \_\_\_\_\_.

- The payment of said civil penalty is due in full on or before \_\_\_\_\_;
- The effective date of said civil penalty is postponed until \_\_\_\_\_, to allow all work necessary to comply with the Order to be completed;
- No findings or order for civil penalty.

You are entitled to appeal these findings of facts and this Order to the 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 time, then your right to appeal will be forfeited.

I.C. § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the Building and/or the Real Estate affected by this Continuous Enforcement 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) business days after transferring that interest or agreeing to transfer a substantial property interest in the Building and/or the Real Estate, you must 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 Building and/or the Real Estate, 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, Suite 5, Goshen, Indiana 46528, or you may contact him at 574-534-1811. 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 CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety is issued on December 4, 2023.

City of Goshen Board of Public Work and Safety

By: \_\_\_\_\_  
Gina M. Leichty, Mayor

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF ELKHART    )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on December \_\_\_\_, 2023.

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

\_\_\_\_\_  
Notary Public

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

**EXHIBIT A**

Lot Number Thirty-five (35) in Wilden's Addition to the City of Goshen, Indiana, less twenty (20) feet for a road off the whole length of said lot on the South side thereof.

Lots Numbered Thirty-two (32) Thirty-three (33) and Thirty-four (34) in Wilden's Addition to the City of Goshen, Indiana.

**Certificate of Service**

The undersigned hereby certifies that the foregoing Record of Action and Continuous Enforcement Order of the City of Goshen Board of Public Works and Safety dated December 4, 2023, for the premises at 702 North Sixth Street, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested, and by regular first-class mail to the last known address of the following persons to be notified on December \_\_\_\_\_, 2023:

Ronald E. Davidhizar  
203 Middlebury Street  
Goshen, Indiana 46528

---

Donald R. Shuler, #26587-71  
Assistant City Attorney  
City of Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528