



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., September 5, 2024

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: August 29, 2024

Approval of Agenda

- 1) Public announcement by the Mayor:** The date of Halloween 2024 in Goshen
- 2) Bill's Heating requests:** For its new facility, waive the Design Standards and Specifications for Parking and Driveway Surfaces for an expanded parking area and allow for the new pole barn to use sanitary and water services from the main building (tabled Aug. 29)
- 3) Janus Motorcycles request:** Approval to close the parking lot north of its building for its annual owners rally, from 5 p.m., Friday, Sept. 13 through Sunday, Sept. 15 at noon
- 4) Goshen First Church request:** Approve a new lighted freestanding sign with new brick pillars and electronic message center in place of the existing monument sign currently located in right of way at 214 South 5th Street
- 5) Community-Pro Education request:** Approve City services for the Hispanic Heritage Month celebration, from 11 a.m. to 10 p.m., on Saturday, Sept. 14, 2024 at Powerhouse Park
- 6) Legal Department request:** Acceptance of Easement at 111 River Vista Drive
- 7) Legal Department request:** Acceptance of Easement at 115 and 117 River Vista Drive and 1909 and 1911 South Main Street
- 8) Legal Department request:** Approve Resolution 2024-23, Declaring Surplus and Authorizing the Disposal of Personal Property
- 9) Engineering Department request:** Approve the closure of Ferndale Road, between U.S. 33 and County Road 43, from Sept. 9 to Oct. 1, 2024



10) Engineering Department request: Approve the one-day closure of Indiana Avenue, between Chicago Avenue and River Avenue, on Sept. 11, 2024

11) Clerk-Treasurer's Office request: Approve revised agreements for City employee time and attendance services with Right Stuff Software Corp. and with ADP, through Baker Tilly

Privilege of the Floor

CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:

4:00 p.m., Sept. 5, 2024

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

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

12) Review of the Order of the City of Goshen Building Commissioner for 111 S. 29th Street (Eduardo Pizana, property owner)

13) Review of the Order of the City of Goshen Building Commissioner for 702 N. 6th Street (Nicolas and Gabriel Camarena, property owners)

14) Review of the Order of the City of Goshen Building Commissioner for 208 Queen Street (Leopoldo Mendoza, property owner)

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE AUGUST 29, 2024 REGULAR MEETING**

Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Gina Leichty, Orv Myers and Mary Nichols

Absent: Mike Landis and Barb Swartley

CALL TO ORDER: Mayor Leichty called the meeting to order at 4:00 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the Aug. 8, 2024 Regular Meeting as prepared by Clerk-Treasurer Richard R. Aguirre. Board member Mary Nichols moved to approve the minutes as presented. The motion was seconded by Board member Orv Myers. The motion passed 3-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda with the suggested addition of agenda #23, *Request for subordinate sewer tap and water tap for 2614 South Main Street*. Board member Nichols moved to approve the agenda as amended. Board member Myers seconded the motion. The motion passed 3-0.

1) Open sealed bids: For the purchase and installation of a diesel generator for the Hilltop Booster Station overseen by the Goshen Water and Sewer Department

On behalf of the Goshen Water & Sewer Department, the City solicited sealed quotes for the purchase and installation of a diesel generator for the Hilltop Booster Station in accordance with Indiana Code § 5-22-8-3. Sealed quotes were due today by 3:45 p.m. to the Clerk-Treasurer's Office or by 4 p.m. at the City Court Room/Council Chamber. The Legal Department asked that the Board open any and all sealed quotes submitted for consideration and forward all bid packages for review. Mayor Leichty announced the four bids received:

- **Buckeye Power Sales, Blacklick, Ohio: \$57,717**
- **Elevated Power LLC, Mishawaka, Indiana: \$132,859.91**
- **L&M Electric, Inc., Goshen, Indiana: \$103,167, with a trade-in of \$1,500 for the old generator**
- **Michiana Contracting, Inc., Plymouth, Indiana: \$169,910, with a trade-in of \$1,500 for the old generator**

Nichols/Myers made a motion to forward all bids received for the purchase and installation of a diesel generator for the Hilltop Booster Station to the Legal Department for review. Motion passed 3-0.

2) Open sealed bids: For the purchase of two service bodies for the single axle chassis trucks for the Goshen Water and Sewer Department

On behalf of the Goshen Water & Sewer Department, the City solicited sealed quotes for the purchase of two service bodies for the single axle trucks on order in accordance with Indiana Code § 5-22-8-3. Sealed quotes were due today by 3:45pm. to the Clerk-Treasurer's Office or by 4 p.m. at the City Court Room/Council Chamber. The Legal Department asked that the Board open any and all sealed quotes submitted for consideration and forward all bid packages for review. Mayor Leichty announced the three bids received:

- **Meyer Truck Equipment, Evansville, Indiana: \$168,049**
- **Viking Cives, Merrillville, Indiana: \$121,416**
- **W.A. Jones Truck Bodies & Equipment, Columbia City, Indiana: \$173,480**

Nichols/Myers made a motion to forward all bids received for the purchase of two service bodies for the single axle chassis trucks to the Legal Department for review. Motion passed 3-0.



3) Fire Department swearing in: Kevin A. Mann as Private First Class

On July 11, 2024, the Board of Public Works and Safety approved the promotion of **Kevin A. Mann as Private First Class for the Goshen Fire Department, retroactive to April 10, 2024.**

City Fire Chief Dan Sink told the Board that Kevin A. Mann completed his probationary year at the Goshen Fire Department on April 10, 2024. Based on his performance and recommendations from his shift Battalion Chief and Training Officer, Chief Sink asked the Board to approve Mann's promotion.

Because he was unavailable on July 11, Kevin A. Mann's swearing in by Mayor Leichty was delayed until Aug. 29. Accompanied by family members, he was sworn into office.

4) Fire Department request: Approve the promotion of Daniel Kurtz to EMS Sergeant

City Fire Chief Dan Sink told the Board that **Daniel Kurtz** has passed all the required tests and standards required for promotion at the Goshen Fire Department.

Chief Sink requested the Board's approval for the promotion of Kurtz to the rank of EMS Sergeant for the Goshen Fire Department, retroactive to Aug.17, 2024.

Nichols/Myers made a motion to approve the promotion of Daniel Kurtz to the rank of EMS Sergeant for the Goshen Fire Department, retroactive to Aug.17, 2024. The motion passed 3-0.

After approval, Mayor Leichty swore Daniel Kurtz into office as an EMS Sergeant for the Fire Department.

5) Fire Department request: Approve the resignation of Megan Berry

City Fire Chief Dan Sink told the Board that after serving the Goshen Fire Department and Goshen community since November 22, 2021, **Firefighter/Paramedic Megan Berry** submitted her resignation, effective Sept. 22, 2024.

Chief Sink added, "We have enjoyed working with Megan during her time at GFD and appreciate her service to our community. Our GFD family would like to wish Megan the very best in her new endeavors."

Mayor Leichty asked the Chief to pass along the City's gratitude and thanks to Megan Berry for her service.

Nichols/Myers made a motion to approve the resignation of Firefighter/Paramedic Megan Berry, retroactive to Aug.17, 2024. The motion passed 3-0.

6) Police Department request: Approve promotion of Officer Diego Murillo #226 from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to Aug.14, 2024

Assistant Police Chief Shawn Turner asked the Board to approve the promotion of **Officer Diego Murillo #226** from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to Aug.14, 2024.

Chief Turner said on Aug. 14, 2024, Officer Murillo completed his 12-month probationary period. He added, "Officer Murillo has demonstrated he will be a great addition to the Goshen Police Department and to this community."

Nichols/Myers made a motion to approve the promotion of Officer Diego Murillo #226 from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to Aug.14, 2024. The motion passed 3-0.

After approval, Mayor Leichty swore Diego Murillo into office as a Patrol Officer for the Police Department.

7) Police Department request: Approve the hiring of Jared Ellison as a reserve police officer, effective Sept. 2, 2024

Assistant Police Chief Shawn Turner asked the Board to approve the hiring of **Jared Ellison** as a reserve police officer, effective Monday, Sept. 2, 2024.

Chief Turner said Ellison resigned from the Goshen Police Department on Dec. 22, 2023 to work full-time in the private sector. He resigned in good standing with the department as a Lieutenant assigned to midnight shift, and as a member on the Elkhart County S.W.A.T. team.



Chief Turner said recently Ellison contacted the Police Department and expressed his desire to return to the department as a reserve police officer. Chief Turner added, "The Goshen Police Department is honored to have the opportunity to hire Jared as a reserve officer to once again serve our community."

Nichols/Myers made a motion to approve the hiring of Jared Ellison as a reserve police officer, effective Monday, Sept. 2, 2024. The motion passed 3-0.

After approval, Mayor Leichty swore Jared Ellison into office as a Reserve Officer for the Police Department.

8) Arts on the Millrace request: Approve "No Parking" on the two closest parking spots on the north side of the powerhouse at Powerhouse Park on Sept. 7, 2024

Adrienne Nesbitt, Festival Director of Arts on the Millrace, asked the Board for the designation of "no parking" on the two closest parking spaces on the north side of the powerhouse at Powerhouse Park on Sept. 7, 2024.

Nesbitt said the spot will be used to load-in and loud-out bands throughout the day, from 8 a.m. to 8 p.m.

Nichols/Myers made a motion to designate "no parking" on the two closest parking spaces on the north side of the powerhouse at Powerhouse Park on Sept. 7, 2024. The motion passed 3-0.

9) Goshen High School Band Boosters request: Street closures, barricades and parking for the Goshen High School Marching Band Invitational, Sept. 7, 2024

Jason Kauffman, a representative of the Goshen High School Band Boosters, asked the Board to approve the closure of several public streets for the upcoming Goshen Marching Band Invitational, which will be held at Goshen High School on Saturday, Sept. 7, 2024.

Boosters were making the request for the safety of the students and volunteers attending this event. Since the high school utilizes the entire campus for this Invitational, students' movement across these streets was necessary.

Kauffman said 25 marching bands from around the region will begin performing. Preparations for the Invitational and the arrival of each participating school will begin in the morning, so the Boosters requested street closures no later than 10 a.m. and the event will conclude shortly after 9:30 pm, with all participants leaving no later than 11 p.m. and clean-up completed no later than midnight. Boosters also were hoping to have a police officer present at the event.

The streets the Boosters requested for closure were as follows: East Purl Street from 9th Street east to the school campus and 10th Street from the intersection of 10th and Madison Street to Plymouth Avenue, which would include the closure of the intersection with East Reynolds Street.

The Boosters also requested permission to utilize the areas yet to be developed at the Ariel Cycleworks site between Douglas Street and Plymouth Avenue on the west side of 10th Street for spectator parking. This request was approved by the City Engineering Department, the Street Department, and Niblock Excavating.

Nichols/Myers made a motion to approve the requested street closures. The motion passed 3-0.

10) Bill's Heating requests: For its new facility, waive the Design Standards and Specifications for Parking and Driveway Surfaces for an expanded parking area and allow for the new pole barn to use sanitary and water services from the main building

On behalf of property owner SKR Investments, Abonmarche forwarded requests for a new **Bill's Heating** facility located at the corner of Dierdorff Road and Kercher Road. The existing building is to be expanded, and a new free-standing pole barn is planned to be constructed on the northeast side of the property.

Crystal Welch, a Senior Urban Planner for Abonmarche, asked the Board to allow for the new pole barn to use sanitary and water services from the main building. **Welch** also requested that the Board waive the Design Standards and Specifications for Parking and Driveway Surfaces.



The existing stone area will be expanded to the northeast between the new pole barn and property line as shown on the attached Site Development Plan that is currently being reviewed by the City's Technical Review Committee. The additional stone will provide a surface for trucks to utilize when maneuvering into the new loading dock on the east side of the main building addition.

City Project Manager Andrew Lund said **City Director of Public Works & Utilities Dustin Sailor** prepared a memo (**EXHIBIT #1**) in response to the request by Bill's Heating.

In his memorandum to the Board, **City Director of Public Works & Utilities Dustin Sailor** wrote that during the City site plan review, the following review comments were issued:

1. Utilities to the Detached Structure – The detached structure requires a separate utility connection that will be connected to the primary structure's utility service. By Ordinance, this will require the Board of Works and Safety's approval.
2. Board of Works Hard Surface Policy – Due to the expansion of the building and the site's change of use, the Board of Work's hard surface policy requires the gravel area to be upgraded to a durable hard surface. Items to note in connection with the site improvement are:
 - The proposed detached structure will enter and exit out onto the gravel that is proposed to remain gravel.
 - The existing access drive onto Kercher Road is currently gated. As part of the site's redevelopment, the access gate will be removed, and the drive will be open for access to all vehicles.
 - As part of the emergency vehicle and semi-truck turning movement plan, semi-trucks will need to utilize most of the defined gravel area for maneuvering into and out of the loading dock.

Sailor wrote that with regard to Plan Review Comment No. 1 – Goshen Engineering supports the petitioner's request to connect the second building on the site (a subordinate structure) to the primary structure's water and sewer connections in accordance with Ordinances 4333, Section 3.03(M) and Ordinance 4290, Section 1(F).

With regard to Plan Review Comment No. 2, **Sailor** wrote that the Board of Works will need to review the Hard Surface Policy and the petitioner's evidence to make a determination as to whether relief of the hard surface policy is warranted. Per Goshen Engineering's review, the following improvements would trigger the installation of hard surface improvements:

The 2010 Hard Surface Policy states:

1. All new or expanded parking areas, driving aisles and driveways serving residential, commercial, and industrial real estate within the developmental jurisdictional limits of the city of Goshen shall be constructed with a durable, hard surface.
2. If a commercial or industrial parking area is expanded by fifty percent (50% or more,) whether such increase occurs at one time or in successive stages, all existing parking areas, driving aisles and driveways must be improved to a durable, hard surface in addition to the new construction. Any residential driveway or parking improvements which increase the overall area of the driveway and/or parking outside the City's right-of-way must be improved to a durable, hard surface.
3. If a commercial or industrial primary building is expanded by more than thirty-three percent (33%), whether such increase occurs at one time or in successive stages, all proposed and existing parking areas, driving aisles and driveways serving the building must be improved to a durable, hard surface. If any residential building, including a garage, is expanded by more than thirty-percent (33%), all proposed and existing parking areas, driving aisles and driveways must be improved to a durable, hard surface.
4. Areas used for outside storage or inventory storage in commercial or industrial zoned areas are not considered parking areas for the purpose of these standards and specifications.



5. Durable, hard surface for residential use shall be all-weather paving materials such as asphalt, concrete or paving brick capable of carrying a wheel load of four thousand (4,000) pounds without damaging the surface.

6. Durable, hard surface for commercial or industrial use for employee and customer parking shall be all-weather paving materials such as asphalt, concrete or paving brick capable of carrying a wheel load of four thousand (4,000) pounds without damaging the surface. Durable, hard surface for commercial and industrial vehicle use shall be constructed with a hard surface adequate to support the weight of the vehicle and maneuvering of the vehicles without damaging the surface.

7. All parking areas, driving aisles and driveways shall be properly maintained including immediate repair of any damaged area.

Sailor wrote that various sections, including 2, 3 and 6, would apply to Bill's Heating's site, per Goshen Engineering's review. **Sailor** wrote that any modification of the standards and specifications by the Board of Public Works and Safety may grant the relief only if the Board finds that:

a. The parking area is overflow parking or infrequently used and exceeds the minimum parking standards of the Goshen Zoning Ordinance;

b. The area is residential, and the surrounding driveways are not durable, hard surface.

c. The land is zoned Agricultural A-1 and used principally for agricultural or another use for which required parking area of a durable, hard surface is not reasonable or practical; or

d. Requiring parking area of a durable, hard surface for all or some of the parking areas would be unrealistic, excessive and inconsistent with the aesthetic appeal of the development.

Sailor concluded that in Goshen Engineering's review of the available findings, Item d. would be the only section the Board could cite to offer the applicant relief.

City Project Manager Andrew Lund summarized **Sailor's** memorandum, concluding that the Engineering Department would not recommend approval of the gravel parking area, primarily because of the size of the building's expansion and because the area will be used for maneuvering truck and not just storage. In response to a question from the **Mayor**, **Lund** said City staff would recommend that the entire area be upgraded to a hard surface.

City Assistant Planning & Zoning Administrator Rossa Deegan told the Board that earlier in the week the City Board of Zoning Appeals also considered this matter. He said the Board approved a reduced setback for the new area on the east property line of three feet with access from and to Kercher Road and an area that used to be for storage. He added his department didn't have an opinion about the appropriate driveway surface type.

Welch said the driveway surface requirement wasn't raised during an early pre-development meeting with City staff. She said a gravel driveway was requested because there will be only about two large trucks per month using the new area of the building, which will mostly be used for storage and access by smaller delivery trucks.

Mayor Leichty asked about the urgency of a Board decision, adding that perhaps a resolution could be reached by the applicant in further conversation with City staff. **Welch** responded that there was a desire to move forward soon.

After further discussion with the Mayor, the applicant and City staff, it was decided that it would be best to table to matter until next week's Board meeting.

Nichols/Myers made a motion to table the requests from Bill's Heating to the Board's next meeting on Sept. 5, 2024. The motion passed 3-0.

11) Sunnybrook Excavating request: Approve closure of Johnston Street, from Sept. 3-7, for a sewer line repair

Devon Yoder of Sunnybrook Excavating of Middlebury asked the Board to approve the closure of Johnston Street, from Sept. 3-Sept. 7, 2024, for a sewer line repair.



Yoder said his company has been in touch with the Street Department about the repair. **Street Commissioner David Gibbs** asked if **Yoder** needed barricades from the City or would be providing them. **Yoder** said his company would provide the barricades.

Nichols/Myers then made a motion to approve the closure of Johnston Street, from Sept. 3-Sept. 7, 2024, for a sewer line repair. The motion passed 3-0.

12) Planning & Zoning Department request: Accept the replat of East College Avenue Industrial Park subdivision plat with dedications and easements

City Planning & Zoning Administrator Rhonda Yoder told the Board that the Replat of East College Avenue Industrial Park is a four-lot industrial subdivision, to replat the existing four-lot East College Avenue Industrial Park subdivision to add land, add new easements and modify existing easements. The subject property contains ±331.52 acres, and is generally located east of Lincolnway East and east of the railroad, on both sides of College Avenue (CR 36), zoned Industrial M-1.

Yoder said the subdivision meets the Zoning Ordinance and Subdivision Ordinance requirements, and is consistent with the primary subdivision approved by the Plan Commission on May 21, 2024. The subdivision drainage plan accepted by the Board of Works on July 11, 2022, included the land that is being added by the replat, so no new subdivision drainage plan is required. Public infrastructure is being constructed through a development agreement, and a bond purchased by the developer is in place.

Yoder said the plat includes dedication of additional right of way along College Avenue, and also includes a number of easements. She asked the Board to accept the Replat of East College Avenue Industrial Park subdivision plat with dedications and easements, and sign the plat.

Nichols/Myers made a motion to accept the Replat of East College Avenue Industrial Park subdivision plat with dedications and easements. The motion passed 3-0.

13) Planning & Zoning Department request: Accept the subdivision plat for Lincoln Avenue Subdivision with dedications and easements

City Planning & Zoning Administrator Rhonda Yoder told the Board that the secondary subdivision has been submitted for Lincoln Avenue Subdivision, a three-lot major subdivision.

The subject property is generally located on the south side of Lincoln Avenue, extending east from Rock Run to property across from Steury Avenue, approximately 7.35 acres, with common addresses of 622, 624, 700, 702, 704, 708, 710, 712, 714, 716, 718, 800, 828, 922 ½ and 922 E Lincoln Avenue, zoned Residential R-1, Industrial M-1 and Industrial M-2.

Yoder said the subdivision meets the Zoning Ordinance and Subdivision Ordinance requirements, and is consistent with the primary subdivision approved by the Plan Commission on July 21, 2020. The overall subdivision drainage plan is part of an area drainage plan that has already been implemented, with detention constructed on Lot 2, and with Lots 1 and 3 allowed stormwater drainage access to the existing detention on Lot 2, subject to review and approval by Goshen Engineering, so no new subdivision drainage plan is required.

Yoder said public infrastructure is being constructed by the City of Goshen, part of the Steury Avenue and Lincoln Avenue Reconstruction & Drainage Improvements project. The plat includes dedication of additional right of way along East Lincoln Avenue, and also includes a number of easements.

Yoder asked the Board to accept the subdivision plat for Lincoln Avenue Subdivision with dedications and easements, and sign the plat.

Nichols/Myers made a motion to accept the subdivision plat for Lincoln Avenue Subdivision with dedications and easements. The motion passed 3-0.



14) Environmental Resilience Department request: Authorize Mayor Leichty to sign the contract with Aquatic Weed Control for phragmites removal for \$9,750

Aaron Sawatsky Kingsley, Director of the City Department of Environmental Resilience, told the Board this proposed contract was for the removal of the invasive species “phragmites” on five City properties, including three Parks properties and two Stormwater retention basins.

Sawatsky Kingsley said this contract was being funded through a grant from the Great Lakes Commission for the City of Goshen to participate in phragmites removal research. The grant will pay \$8,276 and the Department will pay the remaining \$1,474.

This research is intended to develop best management standards for phragmites removal. The information from the outcomes will give Goshen managers the tools to keep phragmites in check on City properties and provide information and public education for landowners in our area. The properties included in this project are: Fidler Pond, Abshire Park, and stormwater retention basins at 828 East Lincoln Avenue and 2427 Kercher Road.

Nichols/Myers made a motion to authorize Mayor Leichty to sign the contract with Aquatic Weed Control for phragmites removal for \$9,750. The motion passed 3-0.

15) Legal Department request: Approve and authorize the Mayor to execute the agreement with Cumins, Inc. for inspections and diagnostic testing on 29 City of Goshen generators for a total contract cost of \$38,484

City Attorney Bodie Stegelmann told the Board that City staff wants to contract with Cummins, Inc to provide inspections and diagnostic testing on 29 City of Goshen generators.

Stegelmann said the contract term is for two years beginning Sept.1, 2024 and ending Aug. 31, 2026. The cost per year is \$19,242 for a contract price of \$38,484. Any additional service requested by the City will be at these rates:

- \$169.50 per Hour – Normal Business Hours (M-F/8-5)
- \$182.25 per Hour-Overtime
- \$182.25 per Hour-Sundays/Holidays
- \$146.96 per round trip
- Parts have a 15% markup

Nichols/Myers made a motion to approve and authorize Mayor Leichty to execute the agreement with Cumins, Inc. for inspections and diagnostic testing on 29 City of Goshen generators for a total contract cost of \$38,484 and subject to additional costs for any additional services requested. The motion passed 3-0.

16) Legal Department request: Approve and authorize the Mayor Leichty to execute Amendment Agreement 2 with Peerless Midwest, Inc for additional testing needed for a potential new well field just north of Goshen Airport at a cost of \$61,880

City Attorney Bodie Stegelmann told the Board that attached for the Board’s agenda packet was an Amendment Agreement with Peerless Midwest, Inc. for additional testing for a potential new well field just north of Goshen Airport.

Stegelmann said the cost of this additional necessary testing is not to exceed \$61,880 with an understanding that additional expense may incur if the well equipment should become difficult to move in or out as a result of weather conditions due to the remote locations of the test sites and seasonal conditions at the time of drilling.

Marvin Shepherd, Superintendent of the City Water Treatment and Sewer Department, said the City purchased about 90 acres near the airport and tested for four wells. However, the City was not getting the yield out of those four wells, which were about 150 feet deep. So, he said the City plans to drill six more wells in hopes of a finding a higher yield and a location for an eventual 16-inch well.



Nichols/Myers made a motion to approve and authorize Mayor Leichty to execute Amendment Agreement 2 with Peerless Midwest, Inc for additional testing needed for a potential new well field just north of Goshen Airport at a cost of \$61,880. The motion passed 3-0.

17) Legal Department request: Approve and authorize the Mayor to execute the agreement and scope appendix with Baker Tilly Advisory Group, LP for financial services related to the Shanklin Pool Project Bond
Assistant City Attorney Don Shuler told the Board that attached for the Board's agenda packet was an Engagement Letter Agreement Related to Services and Scope Appendix with Baker Tilly Advisory Group, LP. **Shuler** said the agreement is for Baker Tilly's services related to the Shanklin Pool Project bond and associated financing. The expenses incurred under the Agreement will be paid at bond closing; any expenses incurred prior to closing for Baker Tilly's services related to the Shanklin Pool Project may be reimbursed from Bond proceeds. **Nichols/Myers made a motion to approve and authorize Mayor Leichty to execute the Agreement and Scope Appendix with Baker Tilly Advisory Group, LP for financial services related to the Shanklin Pool Project Bond. The motion passed 3-0.**

18) Legal Department request: Approve Resolution 2024-22, Approving Revisions to City of Goshen Small Unmanned Aircraft Systems Policy.
Assistant City Attorney Don Shuler told the Board that on Oct. 2, 2023, the Board of Public Works and Safety approved the City of Goshen Small Unmanned Aircraft Systems Policy, governing the use of small unmanned aircraft by the City's Public Works and Utilities Departments.
In May 2024, **Shuler** said the City received waivers from the Federal Aviation Administration to permit operations over moving vehicles and operations over human beings. City staff has revised and updated the Small Unmanned Aircraft Systems Policy to reflect these waivers and providing standards for the use of small unmanned aircraft in those situations. City staff proposed the adoption of the revised policy provided with this memorandum.
Nichols/Myers made a motion to approve Resolution 2024-22, Approving Revisions to City of Goshen Small Unmanned Aircraft Systems Policy. The motion passed 3-0.

19 Legal Department request: Authorize the Police Chief or the Police Chief's designee and the Fire Chief or the Fire Chief's designee to extend a conditional offer of employment to a candidate for employment with the Police Department or Fire Department on behalf of the Board of Public Works and Safety, and to execute a Conditional Offer of Employment Agreement with the individual
City Attorney Bodie Stegelmann said that for several years the Board of Public Works and Safety has extended conditional offers of employment to candidates for employment with the Police Department or Fire Department, as well as approved and authorized the Mayor to execute Conditional Offer of Employment Agreements with individuals. The agreement includes the prerequisites to beginning employment and contains other provisions related to training requirements, reimbursement requirements, and a hiring bonus to the individual, if eligible. After the conditional offer of employment has been extended and the agreement is fully executed, the Police or Fire Department will have the individual begin the application process for membership to the Indiana Public Retirement System (INPRS)'s 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund).
As part of this process, **Stegelmann** said the application for membership requires the individual to authorize the release of medical information, the completion of comprehensive medical history, and the completion of required physical and mental examinations. In accordance with the Americans with Disabilities Act, an employer may not ask an individual disability-related questions and may not conduct medical examinations until after the employer makes a conditional offer of employment to the individual.



To maintain the confidentiality of individuals in the pre-employment process, **Stegelmann** recommended that the Board authorize the Police Chief or the Police Chief's designee, and the Fire Chief or the Fire Chief's designee, to extend a conditional offer of employment to a candidate for employment with the Police Department or Fire Department on behalf of the Board, and to execute a Conditional Offer of Employment Agreement with individuals. Once the INPRS Board of Trustees has approved the individual's application for membership to the 1977 Fund, or if the individual is an active 1977 Fund member and separating from another participating 1977 Fund employer and transferring to the City within 180 days (and therefore not required to complete the physical and mental examinations), then the Police or Fire Department will present the fully executed agreement to the Board for ratification at the time the hiring of the individual as an employee of the Police or Fire Department is approved.

Assistant Chief of Police Shawn Turner spoke in favor of the change in procedures, which the Police Department proposed to the Legal Department. He said the current procedure of the application becoming a public record – through Board action – could be problematic for an applicant already employed by another police department.

Mayor Leichty, City Attorney Stegelmann and Assistant Chief Turner clarified the procedure to be used going forward, emphasizing that the Board would still approve hirings before officers or firefighters began drawing salaries.

Nichols/Myers made a motion to authorize the Police Chief or the Police Chief's designee, and the Fire Chief or the Fire Chief's designee, to extend a conditional offer of employment to a candidate for employment with the Police Department or Fire Department on behalf of the Board of Public Works and Safety, and to execute a Conditional Offer of Employment Agreement with the individual. The motion passed 3-0.

20) Engineering Department request: Approve the re-establishment of the "No Truck" designation on Blackport Drive, effective immediately.

City Project Manager Andrew Lund told the Board that due to existing utility conflicts, work on the Steury Avenue and Lincoln Avenue Reconstruction project will be delayed until April 2025.

In order to ease the burden of the traffic control on local drivers and businesses, **Lund** said the Engineering Department had previously requested that the "No Truck" designation on Blackport Drive be temporarily removed. In light of the delay, it was requested that "No Truck" designation be re-established.

Upon notice of the Contractor's intended road closure, **Lund** said Engineering will again request the temporary removal of the "No Truck" designation on Blackport Drive, tentatively in April 2025.

Mayor Leichty asked if those affected had been notified of the project delay. **Lund** said there had been an initial notification but there will be a wider notification of the delay until spring.

Nichols/Myers made a motion to approve the re-establishment of the "No Truck" designation on Blackport Drive, effective immediately. The motion passed 3-0.

21) Engineering Department request: Approve Change Order No. 1 for the Steury Avenue and Lincoln Avenue Reconstruction Project for an addition of 308 days to the contract

City Project Manager Andrew Lund told the Board that Niblock Excavating had planned to begin work on the Steury and Lincoln project in June of this year. However, he said in May, it was discovered that Frontier fiber utilities were still in conflict with the proposed alignment of the new water main.

Although the fiber utilities had been previously relocated for the project, **Lund** said they were not moved according to the relocation plan provided by the project design engineer.

Lund said new conduit was installed by the fiber utility this summer, and Niblock Excavating was able to mobilize on Aug. 12. However, it was then discovered that the fiber cable still needed to be transferred to the new conduit. In addition, a stop work order was made by NIPSCO gas due to an untenable gas service.



On account of ongoing utility delays, **Lund** said it was decided with Niblock Excavating to shift the start of this project to April 2025. In the meantime, Niblock crews will focus efforts on expediting the reconstruction of Reliance Road, which is needed for the new Elkhart County Consolidated Courts campus.

As a result of this delay, **Lund** said 308 calendar days are being added to the contract, extending the date of substantial completion for Phase 1 and Phase 2 from Oct. 4, 2024, until Aug. 8, 2025. The date of final completion for the entire project will be extended from Sept. 30, 2025, to Aug. 4, 2026. Niblock Excavating will receive and store materials on-site, so as to avoid material cost increases during the delay.

Nichols/Myers made a motion to approve Change Order No. 1 for the Steury Avenue and Lincoln Avenue Reconstruction Project for an addition of 308 days to the contract. The motion passed 3-0.

22) Engineering Department request: Approve and authorize the Mayor to sign the agreement with Arcadis for \$590,000 to provide design and bid support services for the North Goshen Neighborhoods Service Line Replacement and Utility Upgrades project

City Project Manager Andrew Lund requested approval for an expenditure of \$590,000 for Design Services, and the creation of Bid Documents for the North Goshen Neighborhoods Service Line Replacement Project.

Lund said the project will replace aging galvanized service lines and lead gooseneck connectors in the Riverside, Dickerson Landing, Northside, and Wilden Avenue neighborhoods.

While replacing service lines in the Northside Neighborhood, the project will also replace 1930s-era water mains, distressed sewer mains, and provide separation of the sanitary and storm sewer mains. Due to the extent of excavation required for this work, the project will also re-build portions of Oakridge Avenue and Queen Street with new roadway, curb and gutter, and sidewalks. Several cross streets disrupted by the utility work will also be rebuilt.

Lund said the design fee requested will implement a much-needed upgrade of the infrastructure in the neighborhoods of North Goshen. The estimated \$9.1 million project will begin in the Spring 2025 and be completed by late in 2026. **Lund** said Goshen has been fortunate to receive a \$2.5 million grant and \$2.5 million 0% interest loan from the Indiana Finance Authority for the project with the remainder of the funding shared by the Water and Sewer Utilities and Civil City.

Mayor Leichty said she appreciated that City staff was diligent in pursuing the lead abatement project and believed **Councilor Matt Schrock** would be very happy to know about these proposed improvements in his district.

Nichols/Myers made a motion to approve and authorize the Mayor to sign the attached agreement with Arcadis for \$590,000 to provide design and bid support services for the North Goshen Neighborhoods Service Line Replacement and Utility Upgrades project. The motion passed 3-0.

23) Len & Marcia Morris request: Approve subordinate sewer tap and water tap for 2614 South Main Street City Redevelopment Director Becky Hutsell said City staff have been working for several years with Len and Marcia Morris on their property at 2614 South Main Street.

After purchasing the property, **Hutsell** said the couple acquired additional parcels to the east and have invested a lot of time and effort into that property. She said they were requesting a subordinate utility connection to their gardener's cottage from their main residence to install a bathroom.

Hutsell said Len and Marcia Morris have worked with the City Engineering Department, which support the request. In response to a question from the **Mayor**, **City Attorney Bodie Stegelmann** said it appeared that the request would fit within the requirements of the ordinance.

Nichols/Myers made a motion to approve the request for a subordinate sewer tap and a water tap in accordance with Sewer Ordinance 4333 Section 3.03(M and Water Ordinance 4290 Section 1(F) & 1(H)(1). The motion passed 3-0.



Privilege of the Floor (opportunity for public comment for matters not on the agenda):
Mayor Leichty opened Privilege of the Floor at 5:04 p.m. There were no public comments.

Mayor Leichty recessed the Board of Public Works meeting at 5:04 p.m. and opened a public hearing for an unsafe building order for 215 Crescent Street (Cecil J. Bontreger, property owner).

**CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARING:
4:00 p.m., August 29, 2024**

Members present: Mayor Leichty, Orv Myers and Mary Nichols

24) Review of the Order of the City of Goshen Building Commissioner for 215 Crescent Street (Cecil J. Bontreger, property owner)

At 5:04 p.m., Mayor Leichty convened a hearing to review the Order of the City of Goshen Building Commissioner 215 Crescent Street (Cecil J. Bontreger, property owner).

BACKGROUND:

In an Aug. 23, 2024 memo to the Board, Assistant City Attorney Don Shuler wrote that an unsafe building review hearing was scheduled Aug. 29 for the property located at 215 Crescent Street, Goshen, Indiana. Attached to his memo was the Order of the City of Goshen Building Commissioner and the Certificate of Service establishing service of the Order and the scheduled hearing.

Shuler wrote that the Board needed to conduct the hearing by receiving evidence and arguments from the Building Department, the property owner, and any other individual who wished to speak to the property.

After receiving the evidence, Shuler wrote that the Board was tasked with determining whether to affirm, rescind, or modify the Order of the Building Commissioner, both as to the finding of code violations that made the building unsafe, and as to the required action to take.

If the Board found the evidence supported the Order of the Building Commissioner and wished to affirm, **Shuler wrote it should adopt the findings in the Building Commissioner's Order as its findings on the condition of the building and the appropriateness of demolition, and, based on those findings, affirm the Order for demolition.**

The Aug. 29 hearing was prompted by an Aug. 1, 2024 Order by City of Goshen Building Commissioner Myron Grise. In the order, Grise notified Cecil J. Bontreger that his property at 215 Crescent Street was in violation of the City of Goshen Neighborhood Preservation Ordinance, codified in Goshen City Code § 6.3.1. Grise wrote that the violation was "the existence of a vacant residential structure that has been vacant with no water usage for approximately twenty (20) years, which recently sustained a fire, causing significant damage. The residential structure had no roof due to the fire."

Grise further wrote, "There are burnt, charred members throughout the structure that are beyond repair. All fire-resistant qualities are gone. The damage sustained by the fire renders the building in danger of collapse.

The condition of the vacant residential structure at the real estate is in violation of Goshen City Code §§ 6.3 .1.1 (q), (r), (v), (w), and (x). The overall state of the structure as a result of its extended vacancy and recent fire has resulted in the vacant structure becoming unfit for human habitation, occupancy, or use under the City of Goshen's Neighborhood Preservation Ordinance.



“Therefore, the residential structure located at the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(2), (4), (5), and (6). The loss of all fire-resistant qualities renders the structure a fire hazard. The deteriorated and otherwise fire damaged condition of the building, including the lack of roof and loss of structural members, renders it a public nuisance and dangerous to persons due to violations of the Neighborhood Preservation Ordinance; and the structure is vacant or blighted and not maintained in a manner that would permit human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.”

Based on these findings concerning the condition of the vacant residential structure, Grise wrote that “the significant damage caused by a recent fire, the loss of roof that will continue to lead to deterioration, demolition of the vacant residential structure is warranted.”

Grise ordered the property owner to demolish the unsafe building 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 within forty-five (45) days.

Grise also notified the property owner that failure to comply with this Order may result in the City of Goshen taking action to complete the required demolition and bill him 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 could become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment. He further notified Bontreger that a hearing would be held before the Goshen Board of Public Works and Safety on Thursday, Aug. 29, 2024 to review the Order of the City of Goshen Building Commissioner.

DISCUSSION AND OUTCOME OF BOARD OF PUBLIC WORKS & SAFETY HEARING ON AUG. 29, 2024:

At 5:04 p.m., Mayor Leichty opened the hearing to review the Order of the City of Goshen Building Commissioner for 215 Crescent Street (Cecil J. Bontreger, property owner).

Present for the hearing were: Board members Leichty, Myers and Nichols; City Attorney Bodie Stegelmann; Assistant City Attorney Don Shuler, Building Commissioner Myron Grise and City Building Inspector Travis Eash. Cecil J. Bontreger, the property owner, was not present despite receiving notice of the hearing.

Assistant City Attorney Don Shuler discussed the background of the property and explained the reason for today's hearing. He said a representative of the City Building Department would report on the building's condition, which sustained a fire on June 13, 2024. Shuler submitted a copy of the Goshen Fire Department's inspection and report from the fire that day (**EXHIBIT #3**). He also noted that the property had been vacant and not used City water for 20 years and that the property owner was served notice of today's hearing.

Mayor Leichty swore in **City Building Inspector Eash** to give truthful and complete testimony.

City Building Inspector Eash distributed to the Board a one-page memorandum, dated Aug. 29, 2024, about the condition of 215 Crescent Street. The memo included three pages of color photos of the home (**EXHIBIT #4**).

Reading from the memo, **Eash** said, “Due to the Building Commissioner's order and this hearing, I conducted a brief visual inspection of the residential structure at 215 Crescent yesterday. I have attached photos from that inspection in this packet which clearly show the extent of the damage from the fire that occurred in June.

Eash continued, “The roof has been significantly compromised, providing little to no protection from weather elements. Throughout the house there are burnt and charred structural members that are beyond repair. Due to the extensive damage to the structure, it is likely to collapse and it is the Building Department's recommendation that the Board affirms the Building Commissioner's order for demolition.”

In response to a question from **Board member Myers**, **Eash** said he didn't believe the property owner was disputing the demolition order, but perhaps the timing.



Nichols/Myers then made a motion to affirm the Building Commissioner's order for demolition of the property at 215 Crescent Street. The motion passed 3-0.

At 5:09 p.m., Mayor Leichty adjourned the hearing and reopened the meeting of the Board of Public Works and Safety.

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 3-0.

Adjournment

Mayor Leichty adjourned the Board of Public Works and Safety meeting at 5:09 p.m.

EXHIBIT #1: *A four-page memorandum to the Board, dated Aug. 28, 2024 from City Director of Public Works & Utilities Dustin Sailor in response to Bill's Heating requests for its new facility – waiver of the Design Standards and Specifications for Parking and Driveway Surfaces for an expanded parking area and allow for the new pole barn to use sanitary and water services from the main building.*

EXHIBIT #2: *A two-page memorandum to the Board, dated Aug. 29, 2024, from Len and Marcia Morris requesting a subordinate sewer tap and water tap at 2614 South Main Street in accordance with Sewer Ordinance 4333 Section 3.03(M and Water Ordinance 4290 Section 1(F) & 1(H)(1). Their request was added to agenda as item #23.*

EXHIBIT #3: *A copy of the Goshen Fire Department's 42-page inspection and report from the June 13, 2024. fire at 215 Crescent Street, which was submitted by Assistant City Attorney Don Shuler during consideration of agenda item #24, Review of the Order of the City of Goshen Building Commissioner for 215 Crescent Street (Cecil J. Bontreger, property owner)*

EXHIBIT #4: *A one-page memorandum to the Board, dated Aug. 29, 2024, from City Building Inspector Travis Eash about the condition of 215 Crescent Street. The memo included three pages of color photos of the home and was submitted during consideration of agenda item #24, Review of the Order of the City of Goshen Building Commissioner for 215 Crescent Street (Cecil J. Bontreger, property owner).*



APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer

August 22, 2024

City of Goshen Board of Works
202 South 5th Street
Goshen, IN 46528

RE: **BOARD OF WORKS REQUESTS**

Bill's Heating – Dierdorff Road
2526 Dierdorff Road

Dear Board of Works:

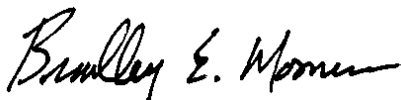
On behalf of the property owner, SKR Investments, LLC, please find below the following requests for a new Bill's Heating Facility located at the corner of Dierdorff Road and Kercher Road. The existing building will be expanded, and a new free-standing pole barn is planned to be constructed on the northeast side of the property. To facilitate this process, we request the City of Goshen Board of Works:

1. To waive the Design Standards and Specifications for Parking and Driveway Surfaces. The existing stone area will be expanded to the northeast between the new pole barn and property line as shown on the attached Site Development Plan that is currently being reviewed by the City's Technical Review Committee. The additional stone will provide a surface for trucks to utilize when maneuvering into the new loading dock on the east side of the main building addition.
2. To allow for the new pole barn to use sanitary and water services from the main building.

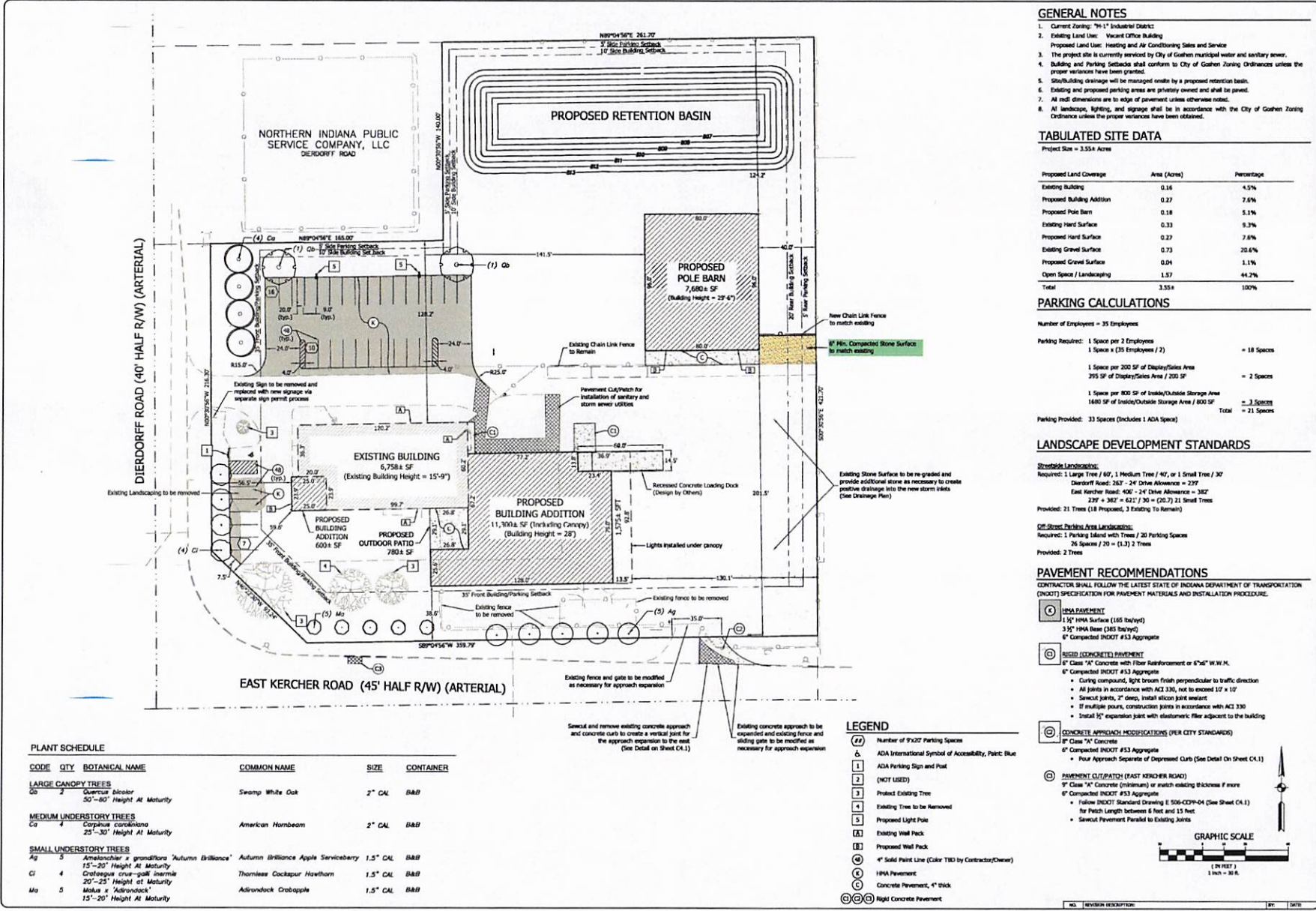
We respectfully request these items to be placed on the August 29th Board of Works agenda, if possible, to discuss this matter. If you have any questions regarding this request, please contact me at (574) 314-1024 or by email at bmosness@abonmarche.com.

Thank you for your time and consideration.

Sincerely,
ABONMARCHE CONSULTANTS, INC.



Bradley E. Mosness, PE
Vice President / Goshen Office Director



GENERAL NOTES

1. Current Zoning: "M-1" Industrial District
2. Existing Land Use: Vacant Office Building
3. Proposed Land Use: Heating and Air Conditioning Sales and Service
4. The project site is currently serviced by City of Gothen municipal water and sanitary sewer.
5. Building and Parking Setbacks shall conform to City of Gothen Zoning Ordinances unless the proper variances have been granted.
6. Site/Building drainage will be managed onsite by a proposed retention basin.
7. Existing and proposed parking areas are primarily owned and shall be paved.
8. All inch dimensions are to edge of pavement unless otherwise noted.
9. All landscape, lighting, and signage shall be in accordance with the City of Gothen Zoning Ordinance unless the proper variances have been obtained.

TABULATED SITE DATA
Project Size = 3.554 Acres

Proposed Land Coverage	Area (Acres)	Percentage
Existing Building	0.16	4.5%
Proposed Building Addition	0.27	7.6%
Proposed Pole Barn	0.18	5.1%
Existing Hard Surface	0.33	9.3%
Proposed Hard Surface	0.27	7.6%
Existing Gravel Surface	0.73	20.6%
Proposed Gravel Surface	0.04	1.1%
Open Space / Landscaping	1.57	44.3%
Total	3.554	100%

PARKING CALCULATIONS

Number of Employees = 35 Employees

Parking Required:

- 1 Space per 2 Employees = 18 Spaces
- 1 Space x (25 Employees / 2) = 12.5 Spaces
- 1 Space per 200 SF of Display/Sales Area = 2 Spaces
- 395 SF of Display/Sales Area / 200 SF = 2 Spaces
- 1 Space per 800 SF of Inside/Outside Storage Area = 3 Spaces
- 1680 SF of Inside/Outside Storage Area / 800 SF = 2.1 Spaces

Total = 21 Spaces

Parking Provided: 33 Spaces (Includes 1 ADA Space)

LANDSCAPE DEVELOPMENT STANDARDS

Streetable Landscaping:
 Required: 1 Large Tree / 40', 1 Medium Tree / 40', or 1 Small Tree / 30'
 Dierdorff Road: 28' - 24' Drive Allowance = 229'
 East Kercher Road: 40' - 24' Drive Allowance = 382'
 229' + 382' = 611' / 30' = (20.7) 21 Small Trees

Provided: 21 Trees (18 Proposed, 3 Existing To Remain)

Off-Street Parking Area Landscaping:
 Required: 1 Parking Island with Trees / 20 Parking Spaces = 26 Spaces / 20 = (1.3) 2 Trees

Provided: 2 Trees

PAVEMENT RECOMMENDATIONS

CONTRACTOR SHALL FOLLOW THE LATEST STATE OF INDIANA DEPARTMENT OF TRANSPORTATION (INDOT) SPECIFICATION FOR PAVEMENT MATERIALS AND INSTALLATION PROCEDURE.

- ① HMA PAVEMENT**
- 1 1/2" HMA Surface (165 lbs/cy)
 - 3 1/2" HMA Base (285 lbs/cy)
 - 6" Compacted INDOT #53 Aggregate
- ② RIGID (CONCRETE) PAVEMENT**
- 6" Class "A" Concrete with Fiber Reinforcement or 6"x6" W.W.M.
 - 6" Compacted INDOT #53 Aggregate
 - Curing compound, light brown finish perpendicular to traffic direction
 - All joints in accordance with ACI 308, not to exceed 10' x 10'
 - Sawcut joints, 2" deep, install silicon joint sealant
 - If multiple pours, construction joints in accordance with ACI 308
 - Install 1/2" expansion joint with elastomeric filler adjacent to the building
- ③ CONCRETE APPROACH MODIFICATIONS (PER CITY STANDARDS)**
- 6" Class "A" Concrete
 - 6" Compacted INDOT #53 Aggregate
 - Four Approach Separate of Depressed Curb (See Detail On Sheet C4.1)
- ④ PAVEMENT CUT/PATCH (EAST KERCHER ROAD)**
- 6" Compacted INDOT #53 Aggregate
 - 6" Class "A" Concrete (minimum) or match existing thickness if more
 - Follow INDOT Standard Drawing E 504-CDP-04 (See Sheet C4.1)
 - For Patch Length between 6 feet and 15 feet
 - Sawcut Pavement Parallel to Existing Joints
- LEGEND**
- (P) Number of 5'x20' Parking Spaces
 - △ ADA International Symbol of Accessibility, Paint: Blue
 - 1 ADA Parking Sign and Post (NOT USED)
 - 2 Protect Existing Tree
 - 3 Existing Tree to be Removed
 - 4 Proposed Light Pole
 - 5 Existing Wall Pack
 - 6 Proposed Wall Pack
 - 7 4" Solid Paint Line (Color TBD by Contractor/Owner)
 - 8 HMA Pavement
 - 9 Concrete Pavement, 4" thick
 - ①②③ Night Concrete Pavement
- NO. REVISION DESCRIPTION**
- GRAPHIC SCALE**
1" = 30'
- DATE:** 08-07-2024
- SCALE:** 1" = 30'
- ACI JOB #:** 24-0757
- SHEET NO.:** C1.0

ABONMARCHÉ

Professional Engineer
 License No. 10728
 1000 N. 10th St.
 Gothen, IN 46321
 Phone: 317.442.1111
 Fax: 317.442.1112
 Email: info@abonmarche.com

BILL'S HEATING
 DIERDORFF ROAD
 GOETHEN, IN 46321

PRELIMINARY SITE PLAN

DESIGNED BY: EDM
CHECKED BY: EDM
DATE: 08-07-2024



**Engineering Department
CITY OF GOSHEN**

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

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

Memorandum

To: Board of Work's & Safety & Stormwater Board

From: Dustin K. Sailor, Director of Public Works

**RE: STAFF REPORT - BILL'S HEATING – 2526 DIERDORFF ROAD
BOARD OF WORKS UTILITY CONNECTION & HARD SURFACE POLICY REQUEST
(JN: 2024-2018)**

Date: August 28, 2024

Bill's Heating submitted a site plan to relocate their business to 2526 Dierdorff Road. As part of the site plan, the primary structure will be added onto, and a detached structure will be added. The current site is covered in grass (lawn), and a paved surface off Dierdorff Road to a paved surface around the structure. To the east of the paved surface, there is a gravel storage area.

During the site plan review, the following review comments were issued:

1. Utilities to the Detached Structure – The detached structure requires a separate utility connection that will be connected to the primary structure's utility service. By Ordinance, this will require the Board of Works and Safety's approval.
2. Board of Works Hard Surface Policy – Due to the expansion of the building and the site's change of use, the Board of Work's hard surface policy requires the gravel area to be upgraded to a durable hard surface. Items to note in connection with the site improvement are:
 - The proposed detached structure will enter and exit out onto the gravel that is proposed to remain gravel.
 - The existing access drive onto Kercher Road is currently gated. As part of the site's redevelopment, the access gate will be removed, and the drive will be open for access to all vehicles.
 - As part of the emergency vehicle and semi-truck turning movement plan, semi-trucks will need to utilize most of the defined gravel area for maneuvering into and out of the loading dock.

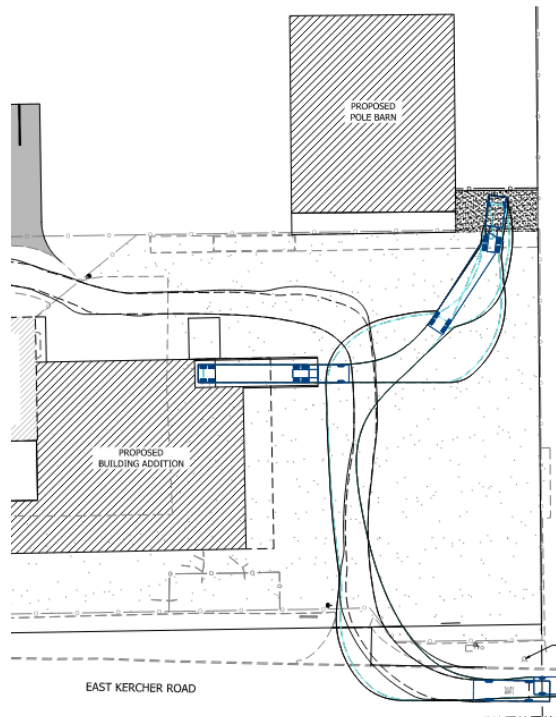


Figure 3 - Proposed Truck and Emergency Vehicle Movement

With regard to Plan Review Comment No. 1 – Goshen Engineering supports the petitioner’s request to connect the second building on the site (a subordinate structure) to the primary structure’s water and sewer connections in accordance with Ordinances 4333, Section 3.03(M) and Ordinance 4290, Section 1(F).

With regard to Plan Review Comment No. 2 – The Board of Works will need to review the Hard Surface Policy and the petitioner’s evidence to make a determination as to whether relief of the hard surface policy is warranted. Per Goshen Engineering’s review, the following improvements would trigger the installation of hard surface improvements:

The 2010 Hard Surface Policy states:

1. All new or expanded parking areas, driving aisles and driveways serving residential, commercial, and industrial real estate within the developmental jurisdictional limits of the city of Goshen shall be constructed with a durable, hard surface.
2. If a commercial or industrial parking area is expanded by fifty percent (50% or more, whether such increase occurs at one time or in successive stages, all existing parking areas, driving aisles and driveways must be improved to a durable, hard surface in addition to the new construction. Any residential driveway or parking improvements which increase the overall area of the driveway and/or parking outside the City’s right-of-way must be improved to a durable, hard surface.
3. If a commercial or industrial primary building is expanded by more than thirty-three percent (33%), whether such increase occurs at one time or in successive stages, all proposed and existing parking areas, driving aisles and driveways serving the building must be improved to a durable, hard surface. If any residential building, including a garage, is expanded by more than thirty-percent (33%), all proposed and existing parking areas, driving aisles and driveways must be improved to a durable, hard surface.

4. Areas used for outside storage or inventory storage in commercial or industrial zoned areas are not considered parking areas for the purpose of these stands and specifications.
5. Durable, hard surface for residential use shall be all-weather paving materials such as asphalt, concrete or paving brick capable of carrying a wheel load of four thousand (4,000) pounds without damaging the surface.
6. Durable, hard surface for commercial or industrial use for employee and customer parking shall be all-weather paving materials such as asphalt, concrete or paving brick capable of carrying a wheel load of four thousand (4,000) pounds without damaging the surface. Durable, hard surface for commercial and industrial vehicle use shall be constructed with a hard surface adequate to support the weight of the vehicle and maneuvering of the vehicles without damaging the surface.
7. All parking areas, driving aisles and driveways shall be properly maintained including immediate repair of any damaged area.

The sections in yellow would apply to Bill's Heating's site, per Goshen Engineering's review.

Any modification of the standards and specifications by the Board of Public Works and Safety may grant the relief only if the Board finds that:

- a. The parking area is overflow parking or infrequently used and exceeds the minimum parking standards of the Goshen Zoning Ordinance;
- b. The area is residential, and the surrounding driveways are not durable, hard surface.
- c. The land is zoned Agricultural A-1 and used principally for agricultural or another use for which required parking area of a durable, hard surface is not reasonable or practical; or
- d. Requiring parking area of a durable, hard surface for all or some of the parking areas would be unrealistic, excessive and inconsistent with the aesthetic appeal of the development.

In Goshen Engineering's review of the available findings, Item d. would be the only section the Board could site to offer relief.

I am unable to attend the meeting on Thursday, August 29, 2024, but Andrew Lund will be present to answer questions if they arise.



211 S. Fifth St. | Goshen, IN 46528 | 574-538-1350

August 28th 2024

To the City of Goshen Board of Works & Safety:

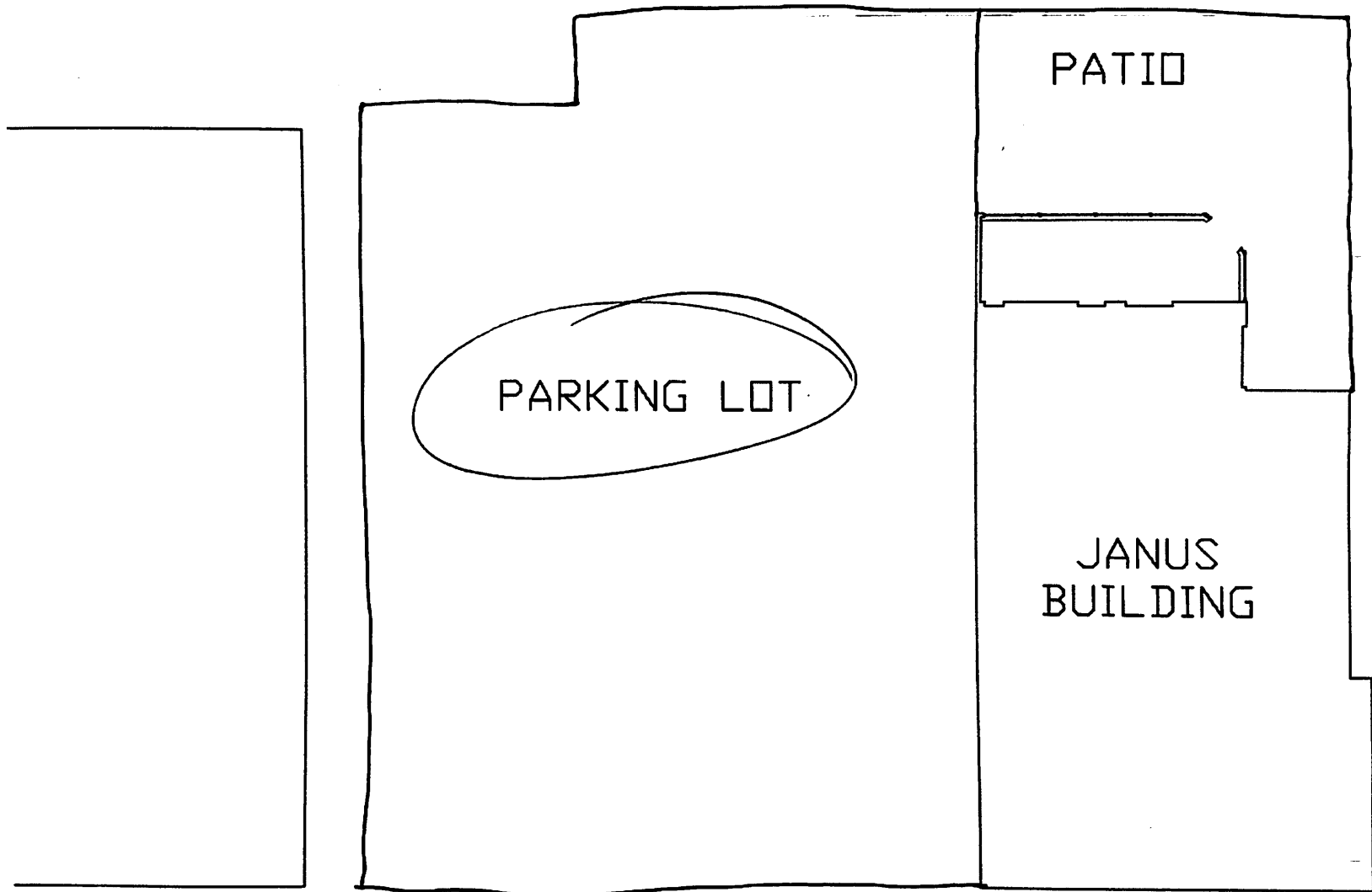
Janus Motorcycles would like to close the parking lot North of our building for our annual owners rally, same as last year starting at 5pm on Friday September 13th through Sunday September 15th noon. It would be closed to the general public and used for our attendees motorcycles only (we're up to 75 now!) All businesses that use this parking lot will be notified by the end of the day Thursday (8/29/2024) of my hopeful plan in writing and in person. On the night of Saturday the 14th there will be a free community party open to the public where folks might walk around in the parking lot to see all of these Janus Motorcycles in one spot.

I am aware that the utility section of the parking lot (4 marked spaces along with handicap parking spots) will need to stay open to be helpful for residents until the close of their regularly scheduled hours (5pm). I will request the full parking lot to be barricaded off until Sunday September 15th. The parking lot would be gated off, but the alley would not be blocked in any way.

I would like to request the use of 12 cones with 12 no parking signs and I would also like to request the use of 10 City of Goshen barricades delivered on September 11th or 12th. I am more than happy to help aid in the transportation of these items.

Sincerely,

Jamie Morrow
Assistant General Manager
Janus Motorcycles



PARKING LOT

PATIO

JANUS
BUILDING

ALLEY (NOT BLOCKED)



"Our Signs Mean Business"

400 N. Main St. • Goshen, In 46528 • 574-533-8585 • Fax 574-533-4575

August 30, 2024

City of Goshen
Board of Works
111 E. Jefferson St.
Goshen, IN 46526

Re: Goshen First Church - 214 S. 5th St.

Dear Board of Public Works & Safety Members,

Goshen First Church located at 214 S. 5th St. is seeking approval for a new lighted freestanding sign with new brick pillars and electronic message center in place of the existing monument sign that is currently located in right of way. The Board of Zoning Appeals has approved the new sign size, height and the electronic message center. We are asking for approval to install the new sign in the exact same location as the old monument sign. The old monument sign is located in right of way and will be removed. The new sign would be the same 3' from back edge of the sidewalk and 10' from the street curb. The approved sign will be 8'8" in height and will replace the existing sign that is approximately 6' in height. The new sign will have two new brick pillars with a 20" x 75" double-side lighted sign cabinet and a 29" x 75" double-sided electronic message center with a commitment of display colors only being black and white. The new sign with new pillars will be 115.25" wide from front edge of front pillar to back edge of back pillar.

We appreciate your time and consideration to this matter.

Thank you,

A handwritten signature in black ink that reads "Stacey Holdeman". The signature is written in a cursive style.

Stacey Holdeman
Office Manager

N ↑

SOUTH 5TH STREET

10' to
edge of
road

3'
From
edge
of sidewalk

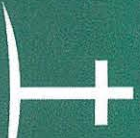
← SIGN





75 in

GOSHEN
FIRST CHURCH



2'X6' WATCHFIRE
MESSAGE CENTER
EVERYONE IS
WELCOME

75 in

115.25 in

29 in

20 in

80 in

20 in

EXISTING



Result Letter/Commitment
Case #: 24-07UV & 24-23DV

Date: July 23, 2024

Grantor:
Goshen First Church, Inc.
214 S 5th Street
Goshen, IN 46526

Grantee:
City of Goshen Board of Zoning Appeals
204 E Jefferson Street, Suite 4
Goshen, IN 46528

The following shall be referred to as "the Real Estate":

Common Address: 214 S 5th Street

Current Tax Code #: 20-11-09-433-005.000-015; 20-11-09-433-006.000-015; 20-11-09-433-007.000-015

Legal Description: See Attachment A

The request for a use variance to allow a freestanding sign 8'8" in height replacing an existing second freestanding sign approximately 6' in height where churches are a conditional use permitting one freestanding sign not exceeding 5' in height, and a developmental variance to include an approximately 15 SF electronic message center in the sign with a commitment that its display colors will be black and white only where electronic message centers are prohibited in the Historic Core, for the Real Estate, zoned Commercial B-2 HD District, was heard at the meeting of the City of Goshen Board of Zoning Appeals on July 23, 2024, and was acted upon as follows:

APPROVED XX DENIED _____ TABLED _____ WITHDRAWN _____

When the Board's action is one of approval, the authorization is granted contingent upon any conditions and commitments placed on the petition by the Board. Deviation from said conditions and commitments may result in the City of Goshen Board of Zoning Appeals rescinding the approval or permit.

The Grantor, jointly and severally, agree to abide by these conditions:

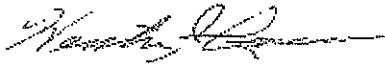
1. If a Building permit is required, the variance shall become null and void unless a Building permit has been issued and substantial progress has been made within six (6) months of the date of BZA approval.
2. Deviation from the requirements and conditions of the variance may result in the cancellation and termination of the approval or permit.
3. The BZA approval shall be effective when the executed and recorded Result Letter/Commitment form has been returned to the City of Goshen Board of Zoning Appeals staff and when all conditions of approval have been met.
4. No zoning clearance form will be issued until the executed and recorded Result Letter/Commitment form has been returned to the City of Goshen Board of Zoning Appeals staff and until all conditions of approval have been met.
5. Approval by the Building and Fire Departments is required.
6. An approved zoning clearance form is required.
7. A building permit is required.
8. Board of Works approval for the new sign is required.

The Grantor, jointly and severally, agree to abide by these commitments concerning the use and/or development of the Real Estate:

1. If the variance is not implemented and expires, this Commitment automatically terminates as well, and the Zoning Administrator may execute and record a Termination of Commitment on behalf of the City of Goshen Board of Zoning Appeals.
2. The display area on the electronic message center is limited to black and white colors only.
3. The electronic message center portion of the sign must remain static for a minimum of ten (10) seconds.
4. The electronic message center portion of the sign must be turned off between the hours of 8:00 pm and 6:00 am.

Further, the Grantor, jointly and severally, agree to the following concerning the procedures associated with maintenance and enforcement of this Commitment:

1. That this Result Letter/Commitment form shall be recorded in the Elkhart County Recorder's Office.
2. That the Grantor shall give notice of this Commitment, whether recorded or unrecorded, to any subsequent owner and/or any other person or persons acquiring an interest in any portion of the Real Estate.
3. That any subsequent owner and/or any other person or persons acquiring an interest in any portion of the Real Estate shall be bound by the terms of this Commitment even if it is unrecorded.
4. That the City of Goshen Board of Zoning Appeals and/or the City of Goshen Zoning Administrator are authorized to enforce the terms of this Commitment.
5. That any property owner adjacent to the Real Estate or any specifically affected persons listed below are entitled to enforce the terms of this Commitment separately and independently from the City of Goshen Board of Zoning Appeals and/or the City of Goshen Zoning Administrator; specifically affected persons are: NONE
6. This Commitment does not automatically terminate upon a legislative body's adoption of a zoning map amendment (a.k.a. rezoning) covering all or any portion of the Real Estate, or a change in the land use on the Real Estate to which this Commitment relates. However, this Commitment and any related variance may be voluntarily terminated in their entirety pursuant to the City of Goshen Board of Zoning Appeals Rules of Procedure.
7. This Commitment may be modified or terminated only by a decision of the City of Goshen Board of Zoning Appeals after public hearing, except as otherwise stated herein.
8. That any and all signatories to this document as a Grantor warrant, jointly and severally, to the City of Goshen Board of Zoning Appeals that all persons having interest in the Real Estate have reviewed this Commitment and have signed this document.
9. This Commitment shall be effective immediately upon execution by the Grantor.



_____, City of Goshen Board of Zoning Appeals Secretary

Hesston Lauver

Agreed this the _____ day of _____ 202__ by the following Grantor(s):

Print name and title

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Goshen First Church,
 by _____ its _____ and
 acknowledged the execution of the foregoing instrument this _____ day of _____, 202__.

IN WITNESS WHEREOF, I hereunto subscribe my name and affixed my official seal,

My Commission Expires: _____

Notary Public

I, Lori Lipscomb, did prepare this document and do 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.

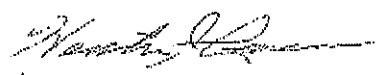
Attachment A

Lots Numbered 5, 16, and 25 as the said Lots are known and designated on the recorded Plat of Barns' First South Addition to the town (now City) of Goshen, said Plat being recorded in Deed Record 15, page 273, in the Office of the Recorder of Elkhart County, Indiana.

Being tax code number 20-11-09-433-005.000-015; 20-11-09-433-006.000-015; 20-11-09-433-007.000-015

Further, the Grantor, jointly and severally, agree to the following concerning the procedures associated with maintenance and enforcement of this Commitment:

1. That this Result Letter/Commitment form shall be recorded in the Elkhart County Recorder's Office.
2. That the Grantor shall give notice of this Commitment, whether recorded or unrecorded, to any subsequent owner and/or any other person or persons acquiring an interest in any portion of the Real Estate.
3. That any subsequent owner and/or any other person or persons acquiring an interest in any portion of the Real Estate shall be bound by the terms of this Commitment even if it is unrecorded.
4. That the City of Goshen Board of Zoning Appeals and/or the City of Goshen Zoning Administrator are authorized to enforce the terms of this Commitment.
5. That any property owner adjacent to the Real Estate or any specifically affected persons listed below are entitled to enforce the terms of this Commitment separately and independently from the City of Goshen Board of Zoning Appeals and/or the City of Goshen Zoning Administrator; specifically affected persons are: NONE
6. This Commitment does not automatically terminate upon a legislative body's adoption of a zoning map amendment (a.k.a. rezoning) covering all or any portion of the Real Estate, or a change in the land use on the Real Estate to which this Commitment relates. However, this Commitment and any related variance may be voluntarily terminated in their entirety pursuant to the City of Goshen Board of Zoning Appeals Rules of Procedure.
7. This Commitment may be modified or terminated only by a decision of the City of Goshen Board of Zoning Appeals after public hearing, except as otherwise stated herein.
8. That any and all signatories to this document as a Grantor warrant, jointly and severally, to the City of Goshen Board of Zoning Appeals that all persons having interest in the Real Estate have reviewed this Commitment and have signed this document.
9. This Commitment shall be effective immediately upon execution by the Grantor.


 _____, City of Goshen Board of Zoning Appeals Secretary
 Hesston Lauver

Agreed this the 22nd day of August 2024 by the following Grantor(s):
Goshen First Church, Inc.
Steven W Pettit, Chair of Council
Steven W Pettit, chair

 Print name and title

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

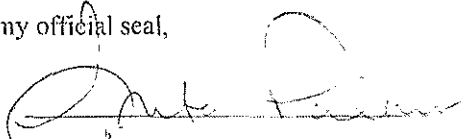
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Goshen First Church,
 by Steven Pettit its Chairman of Church Council and
 acknowledged the execution of the foregoing instrument this 22nd day of August, 2024.

IN WITNESS WHEREOF, I hereunto subscribe my name and affixed my official seal,

My Commission Expires: June 27, 2031



ANITA PALMER
 Notary Public, State of Indiana
 Elkhart County
 Commission Number NP0749804
 My Commission Expires
 June 27, 2031



 Notary Public

I, Lori Lipscomb, did prepare this document and do affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law



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

September 5, 2024

To: Goshen Board of Public Works and Safety
From: Shannon Marks
Subject: Acceptance of Easement at 111 River Vista Drive

It is recommended that the Board accept the attached Easement from Marisa L. Yoder, as Trustee of the Marisa L. Yoder Trust. This easement, which is part of the real estate at 111 River Vista Drive, is for Goshen City utility purposes, and to accommodate a public sewer main located in the easement since 1964. The easement area is depicted in Exhibit B of the attached Easement.

Suggested Motion:

Move to accept the Easement at 111 River Vista Drive from Marisa L. Yoder, as Trustee of the Marisa L. Yoder Trust, and authorize the Mayor to execute the Acceptance.

EASEMENT

Marisa L. Yoder, as Trustee of the Marisa L. Yoder Trust (“Grantor”), grants and conveys to City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana (“City”), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for Zero Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, an easement over, across, and through real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A and depicted as Parcel 3 upon the drawing attached as Exhibit B. The area so described and depicted is hereinafter referred to as “Easement.”

The Easement is part of the real estate more commonly known as 111 River Vista Drive, Goshen, Indiana 46526, and part of Parcel Number 20-11-21-278-018.000-015. Grantor obtained title to the real estate by Warranty Deed dated November 22, 2016, and recorded December 7, 2016, as Instrument Number 2016-25481 in the Office of the Recorder of Elkhart County.

The Easement is granted and conveyed to City for Goshen City utilities purposes, and to accommodate a public sewer main located in the Easement since 1964. Grantor grants City access to the Easement for the purposes of accessing, installing, operating, and maintaining Goshen City utility facilities, including any appurtenances as may be required.

City shall restore the surface of the Easement after any entry by City to as good as or better condition than it was prior to the entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor’s adjoining real estate.

City is not obligated to replace any improvements extending over or into the Easement that may be damaged or removed during any subsequent entry.

Grantor may use, occupy, and possess the Easement in a manner that is consistent with and does not interfere with City’s rights contained in this Easement.

The terms of this Easement shall run with the land and shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

IN WITNESS WHEREOF, the undersigned has executed this Easement on 13 Aug., 2024.

Marisa Yoder
Marisa L. Yoder, Trustee of the Marisa L. Yoder Trust

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on August 13, 2024, personally appeared Marisa L. Yoder, as Trustee of the Marisa L. Yoder Trust, and acknowledged the execution of the foregoing instrument.

Melissa Meade
Notary Public
Printed: Melissa Ann Meade
County of residence: Elkhart
Commission number: 708065
My commission expires: January 10, 2026

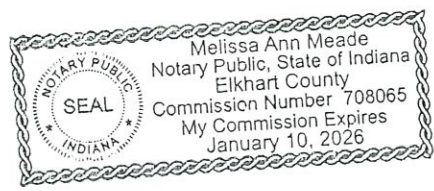


EXHIBIT A

Legal Description of Easement - Parcel 3

A strip of land 20-feet wide, 10-feet wide on each side of the centerline, situated in the Northeast Quarter of Section 21, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, State of Indiana, being a part of Lots 5 and 6 in College Park Addition (Plat Book 3, Page 159), which is part of that land conveyed to Marisa L. Yoder, as Trustee of the Marisa L. Yoder Trust by Document Number 2016-25481 in the Recorder's Office of Elkhart County, Indiana, as depicted on the attached easement parcel plat marked Exhibit 'B', the centerline being more particularly described as follows:

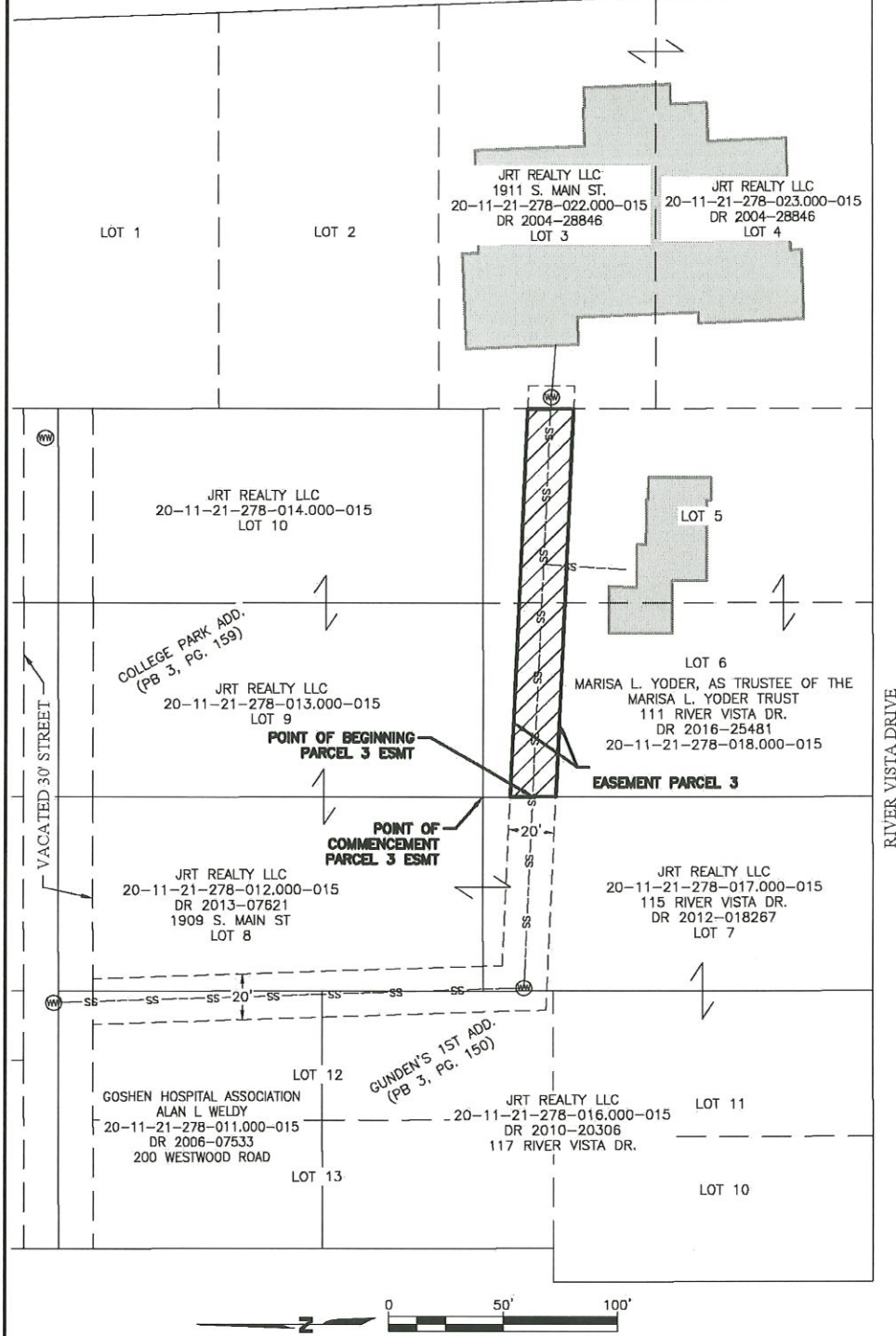
Commencing at the northwest corner of Lot 6 in said College Park Addition; thence South 00°06'30" East 21.89 feet along the west line of said Lot 6 to the Point of Beginning of this centerline; thence South 87°28'53" East 170.18 feet to the west line of Lot 3 of said College Park Addition being the Point of Terminus of said centerline and containing 3,404 square feet, more or less.

Subject to easements and encumbrances of record.

Reference Documents: Document Number 2016-25481; PB 3, 159.

S. MAIN STREET/SR 15

EXHIBIT 'B' PARCEL 3



JOB NUMBER: 1024088697
DATE: 7/23/2024
SCALE: 1"=50'
SURVEYOR: Mikel Currier, P.S.
TECHNICIAN: SA
DRAWING: 88697 - TOPO.dwg
TRACT ID: 20-11-21-278-018.000-015
PARTIES: N/A
FIELDBOOKS: N/A



2810 Dexter Drive
Elkhart, IN 46514
Phone: 574-266-1010
Email: info@sam.biz

PROJECT: City of Goshen
Sanitary Sewer Easement

SHEET 3
OF 4

PATH: \\SAMINC\ELK\PROJECTS\1024088697\100\SURVEY\02BASE\88697-TOPO.DWG

ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from Marisa L. Yoder, as Trustee of the Marisa L. Yoder Trust and accepts the Easement on _____, 20____.

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

Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 20____, personally appeared Gina M. Leichty, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, and acknowledged the execution of the foregoing instrument.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

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, (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).



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

September 5, 2024

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Acceptance of Easement at 115 and 117 River Vista Drive and
1909 and 1911 South Main Street

It is recommended that the Board accept the attached Easement from JRT Realty, LLC, an Indiana Limited Liability Company, also known as JRT Realty, LLC, and JRT Realty. This easement, which is part of the real estate at 115 and 117 River Vista Drive and 1909 and 1911 South Main Street, is for Goshen City utility purposes, and to accommodate a public sewer main located in the easement since 1964. The easement area is depicted in Exhibit B of the attached Easement.

Suggested Motion:

Move to accept the Easement at 115 and 117 River Vista Drive and 1909 and 1911 South Main Street from JRT Realty, LLC, an Indiana Limited Liability Company, also known as JRT Realty, LLC, and JRT Realty, and authorize the Mayor to execute the Acceptance.

EASEMENT

JRT Realty, LLC, an Indiana Limited Liability Company, also known as JRT Realty, LLC, and JRT Realty (“Grantor”), grants and conveys to City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana (“City”), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for Zero Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, an easement over, across, and through real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal descriptions attached as Exhibit A and depicted as Parcel 2A and Parcel 2B upon the drawing attached as Exhibit B. The area so described and depicted is hereinafter referred to as “Easement.”

The Easement is part of the real estate more commonly known as 115 River Vista Drive, 117 River Vista Drive, 1909 South Main Street, and 1911 South Main Street, Goshen, Indiana 46526, and part of Parcel Numbers 20-11-21-278-017.000-015, 20-11-21-278-016.000-015, and 20-11-21-278-012.000-015, and 20-11-21-278-022.000-015. Grantor obtained title to the real estate by: Warranty Deed dated July 19, 2012, and recorded July 30, 2012, as Instrument Number 2012-018267 in the Office of the Recorder of Elkhart County; Warranty Deed dated October 2, 2010, and recorded October 11, 2010, as Instrument Number 2010-20306 in the Office of the Recorder of Elkhart County; Warranty Deed dated March 28, 2013, and recorded April 2, 2013, as Instrument Number 2013-07621 in the Office of the Recorder of Elkhart County; and Quitclaim July 31, 2004, and recorded August 24, 2004, as Instrument Number 2004-28846 in the Office of the Recorder of Elkhart County.

The Easement is granted and conveyed to City for Goshen City utilities purposes, and to accommodate a public sewer main located in the Easement since 1964. Grantor grants City access to the Easement for the purposes of accessing, installing, operating, and maintaining Goshen City utility facilities, including any appurtenances as may be required.

City shall restore the surface of the Easement after any entry by City to as good as or better condition than it was prior to the entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor’s adjoining real estate.

City is not obligated to replace any improvements extending over or into the Easement that may be damaged or removed during any subsequent entry.

Grantor may use, occupy, and possess the Easement in a manner that is consistent with and does not interfere with City's rights contained in this Easement.

The terms of this Easement shall run with the land and shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Easement on behalf of Grantor; that the Grantor has full capacity to grant the Easement described; and that all necessary action for granting this Easement has been taken.

The undersigned further represents that JRT Realty, LLC, an Indiana Limited Liability Company, JRT Realty, LLC, and JRT Realty, are one and the same entity that is characterized on Instrument Numbers 2012-018267, 2010-20306, 2013-07621, and 2004-28846 recorded in the Office of the Recorder of Elkhart County, despite being the same entity.

IN WITNESS WHEREOF, the undersigned has executed this Easement on Aug 13, 2024.

JRT Realty, LLC, an Indiana Limited Liability Company, also known as JRT Realty, LLC, and JRT Realty

By: Timothy T Yoder

Printed: Timothy T Yoder

Title: Owner

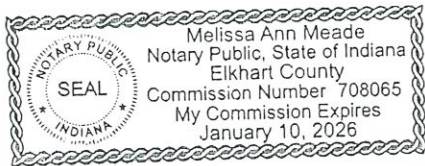
By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on August 13, 2024, personally appeared Timothy T. Yoder as owner of JRT Realty, LLC, an Indiana Limited Liability Company, also known as JRT Realty, LLC, and JRT Realty, and acknowledged the execution of the foregoing instrument.



Melissa Ann Meade
Notary Public
Printed: Melissa Ann Meade
County of residence: Elkhart
Commission number: 708065
My commission expires: January 10, 2026

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 20____, personally appeared _____ as _____ of JRT Realty, LLC, an Indiana Limited Liability Company, also known as JRT Realty, LLC, and JRT Realty, and acknowledged the execution of the foregoing instrument.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

EXHIBIT A

Legal Description of Easement - Parcel 2A

A variable width easement situated in the Northeast Quarter of Section 21, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, State of Indiana, being a part of Lots 7 and 8 in College Park Addition (Plat Book 3, Page 159) and Lot 12 in Gunden's 1st Addition (Plat Book 3, Page 150), which is part of that land conveyed to JRT Realty LLC by Document Numbers 2012-018267, 2020-03378, and 2013-07621 in the Recorder's Office of Elkhart County, Indiana, as depicted on the attached easement parcel plat marked Exhibit 'B', more particularly described as follows:

Commencing at the northeast corner of said Lot 7; thence South 00°06'30" East 11.88 feet along the east line of said Lot 7 to the Point of Beginning of this description; thence continuing South 00°06'30" East 20.02 feet along said east line; thence North 87°28'53" West 93.42 feet; thence North 01°54'34" West 97.64 feet to the north line of the South Half of Lot 12 in said Gunden's 1st Addition; thence North 89°52'30" East 11.39 feet along said north line to the east line of Lot 8 in said College Park Addition; thence North 00°06'30" West 100.75 feet along said east line to the south line of a 30 foot vacated street; thence North 89°52'30" East 5.45 feet along said south line; thence South 01°54'34" East 179.31 feet; thence South 87°28'53" East 73.99 feet to the Point of Beginning and containing 4,144 square feet, more or less.

Subject to easements and encumbrances of record.

Reference Documents: Document Numbers 2012-018267, 2010-20306, and 2013-07621; PB 3, PG 150; PB 3, PG 159.

Legal Description of Easement - Parcel 2B

A strip of land 20-feet wide, 10-feet wide on each side of the centerline, situated in the Northeast Quarter of Section 21, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, State of Indiana, being a part of Lot 3 in College Park Addition (Plat Book 3, Page 159), which is part of that land conveyed to JRT Realty LLC by Document Number 2004-28848 in the Recorder's Office of Elkhart County, Indiana, as depicted on the attached easement parcel plat marked Exhibit 'B', the centerline being more particularly described as follows:

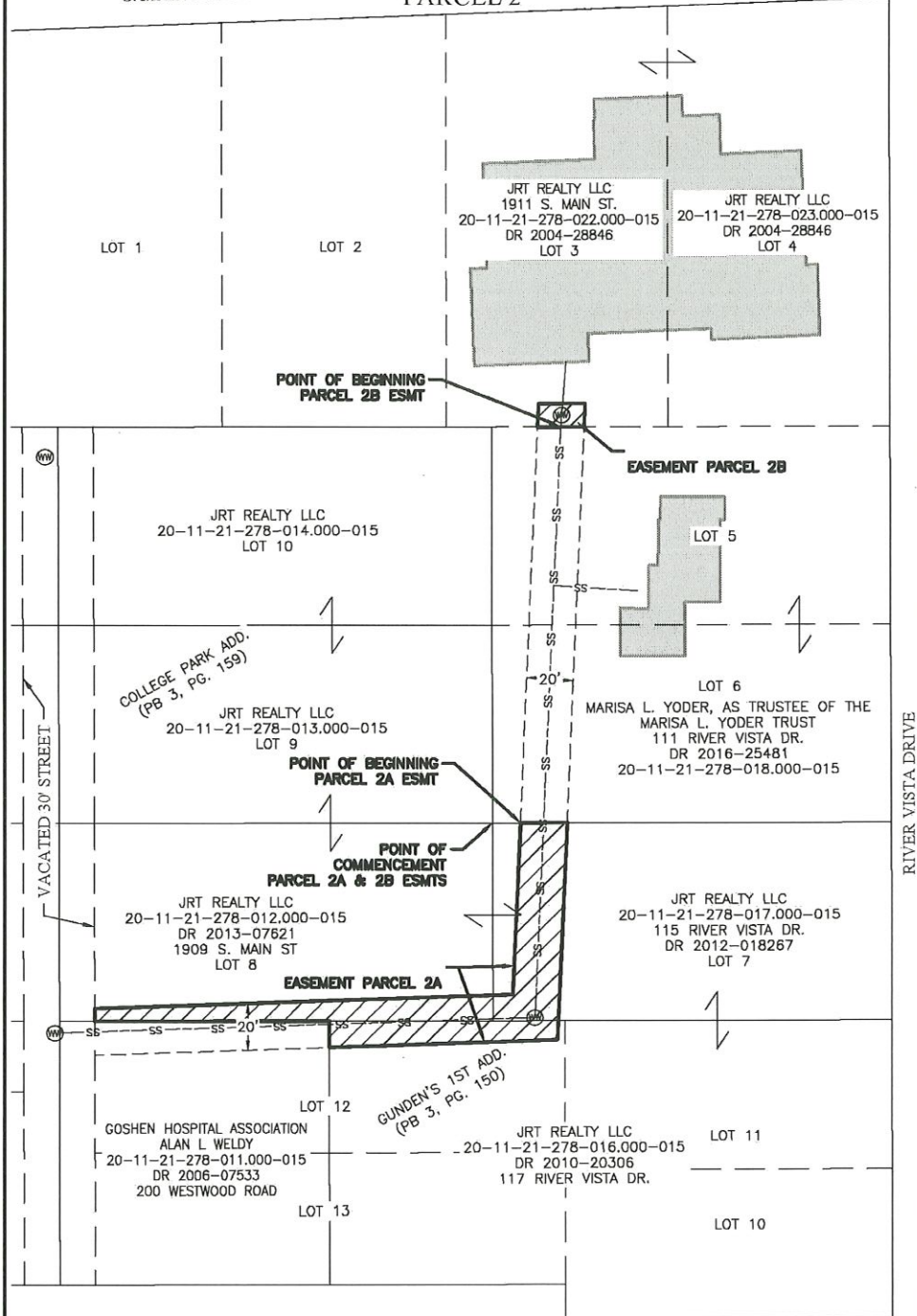
Commencing at the northwest corner of Lot 6 in said College Park Addition; thence South 00°06'30" East 21.89 feet along the west line of said Lot 6; thence South 87°28'53" East 170.18 feet to the west line of Lot 3 of said College Park Addition being the Point of Beginning of this centerline; thence South 87°01'11" East 10.02 feet being the Point of Terminus of said centerline and containing 200 square feet, more or less.

Subject to easements and encumbrances of record.

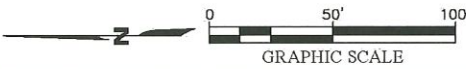
Reference Documents: Document Number 2004-28846; PB 3, PG 150.

S. MAIN STREET/SR 15

EXHIBIT 'B' PARCEL 2



TRACT IDS:
 20-11-21-278-012.000-015
 20-11-21-278-016.000-015
 20-11-21-278-017.000-015
 20-11-21-278-022.000-015



JOB NUMBER: 1024088697
 DATE: 7/23/2024
 SCALE: 1"=50'
 SURVEYOR: Mikal Currier, PS
 TECHNICIAN: SA
 DRAWING: 88697-TOPO.dwg
 TRACT ID: SEE ABOVE
 PARTIES: N/A
 FIELDBOOKS: N/A



2810 Dexter Drive
 Elkhart, IN 46514
 Phone: 574-266-1010
 Email: info@sam.biz

PROJECT: City of Goshen
 Sanitary Sewer Easement

SHEET 2
 OF 4

PATH: \\SAMINC\ELK\PROJECTS\1024088697\100\SURVEY\02BASE\88697-TOPO.DWG

ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from JRT Realty, LLC, an Indiana Limited Liability Company, also known as JRT Realty, LLC, and JRT Realty, and accepts the Easement on _____, 20_____.

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

Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 20_____, personally appeared Gina M. Leichty, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, and acknowledged the execution of the foregoing instrument.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

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, (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).



CITY OF GOSHEN LEGAL DEPARTMENT

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www.goshenindiana.org

September 5, 2024

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2024-23 - Declaring Surplus and Authorizing the Disposal of Personal Property

The City's Technology Department wishes to dispose of personal property that is no longer needed or is unfit for the purpose for which it was intended. The items are worthless or of no market value.

Resolution 2024-23 is to declare the property as surplus and authorize its disposal in accordance with Indiana Code § 5-22-22-8 by demolishing or junking property that is worthless or of no market value.

Suggested Motion:

Move to pass Resolution 2024-23 - Declaring Surplus and Authorizing the Disposal of Personal Property.

**Goshen Board of Public Works and Safety
Resolution 2024-23**

Declaring Surplus and Authorizing the Disposal of Personal Property

WHEREAS the City of Goshen Technology Departments has personal property that is no longer needed or is unfit for the purpose for which it was intended and wishes to dispose of the personal property.

WHEREAS the items are worthless or of no market value.

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

1. The personal property set forth in Exhibit A is declared as surplus property, hereinafter collectively referred to as “Surplus Property.”
2. City staff is authorized to dispose of the Surplus Property in accordance with Indiana Code § 5-22-22-8 by demolishing or junking Surplus Property that is worthless or of no market value, including recycling components where possible.

PASSED by the Goshen Board of Public Works and Safety on September 5, 2024.

Gina M. Leichthy, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

EXHIBIT A

Surplus Property (Resolution 2024-23)

Logitech K540 Keyboard - 1812SY01QBT9
Dell Keyboard - CN0414543717247H0819
Logitech Keyboard - 820003292
Logitech Keyboard - 820002940
Logitech Keyboard - BT716DG9921
Logitech Mouse PN 3 852362-0000
Logitech Mouse SN HSA64010736
Logitech Mouse SN HCA439337540
Logitech Mouse PN 810-000595
Logitech Mouse PN 852149-0000
Logitech Mouse - LZ002B101G3
Brother HL5340D Printer-U62246A9J142071
Brother HL5140 Printer-U60964H4J521820
HP Printer - SN CNB6G5R1D4
Tower (Custom)
Circuit Board - SN 131816401685
Bus Board - PN 0C55439
Lenovo - Docking Board, SN NM2-C862W09/10
Intel8 Centrio Circuit Board, PN 04W3769
Panasonic Fan - E233037
Logitech Adapter PN 810-000595
Logitech Mouse Adapter - PN 830680
Sharp Calculator -0D106409
Casio Calculator – 1245150
Desk
2-Rolling Carts
Office Chair



**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
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MEMORANDUM

TO: Goshen Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **FERNDALE ROAD CLOSURE AT RAILROAD CROSSING
(JN: STREETS BY NAME – FERNDALE ROAD)**

DATE: September 5, 2024

NIPSCO Gas has requested permission to close Ferndale Road / CR 15 at the railroad crossing between Elkhart Road / US 33 and CR 43, starting Monday, September 9, until Tuesday, October 1, 2024. NIPSCO is requesting this closure in order to complete a gas valve replacement at the intersection.

The traffic control and detour plans are attached.

Requested motion: Move to approve the closure of Ferndale Road between US 33 and County Road 43, from September 9 to October 1, 2024.

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

Gina Leichthy, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member

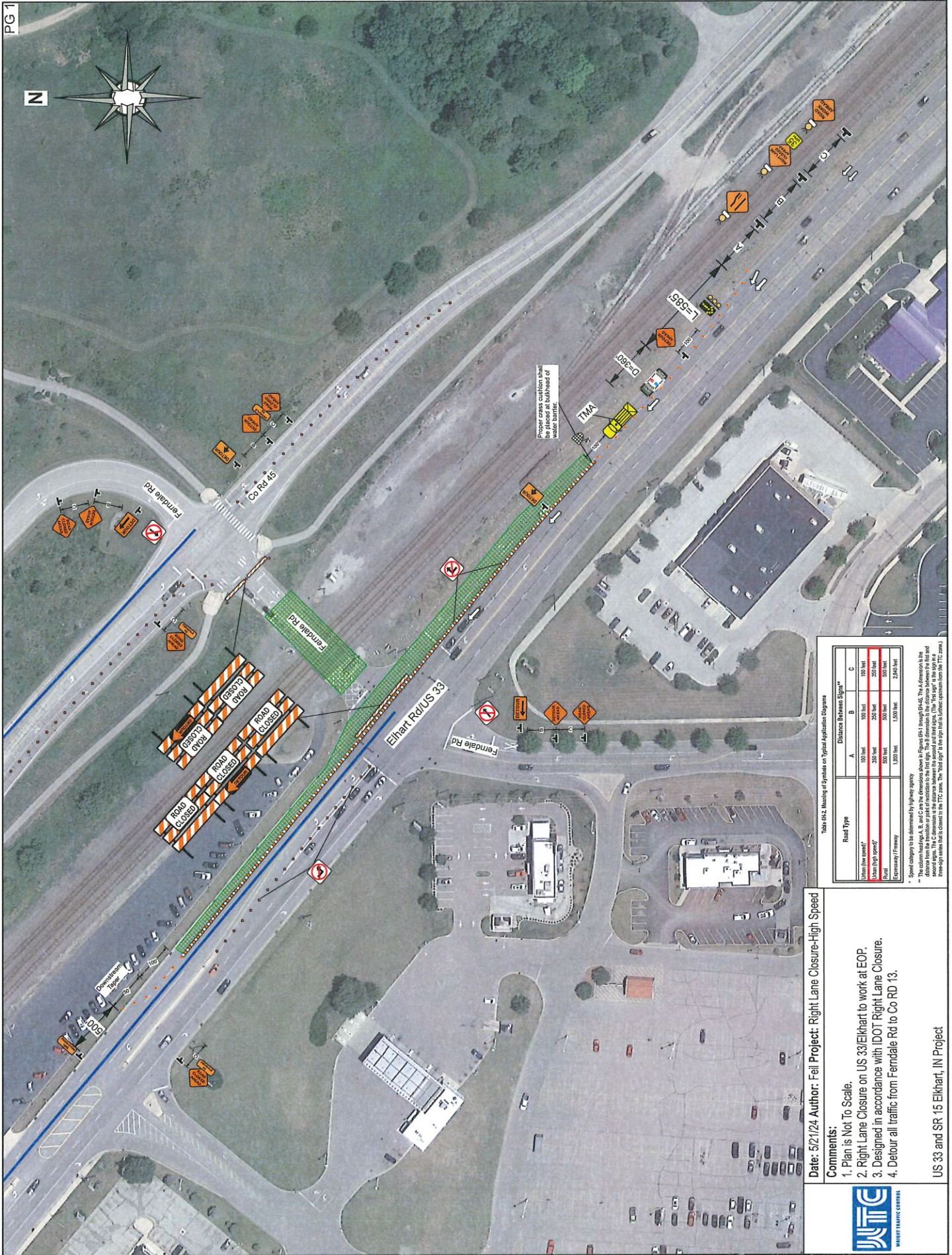
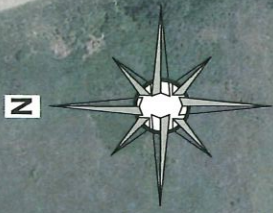


Table 642.2: Meaning of Symbols on Typical Application Diagrams

Road Type	Distance Between Signs*		
	A	B	C
Urban (low speed)	100 feet	100 feet	100 feet
Urban (high speed)	200 feet	250 feet	250 feet
Rural	300 feet	300 feet	500 feet
Expressway / Freeway	1,000 feet	1,000 feet	2,000 feet

* Speed category to be determined by highway agency.
 ** The column headers A, B, and C are the distances shown in Figure 642.2 through 642.5. The A distance is the distance from the location or point of restriction to the first sign. The B distance is the distance between the first and second signs. The C distance is the distance from the last sign to the restriction. The "Total Sign" is the total distance between the first and last signs.
 *** The "Total Sign" is the total distance between the first and last signs.

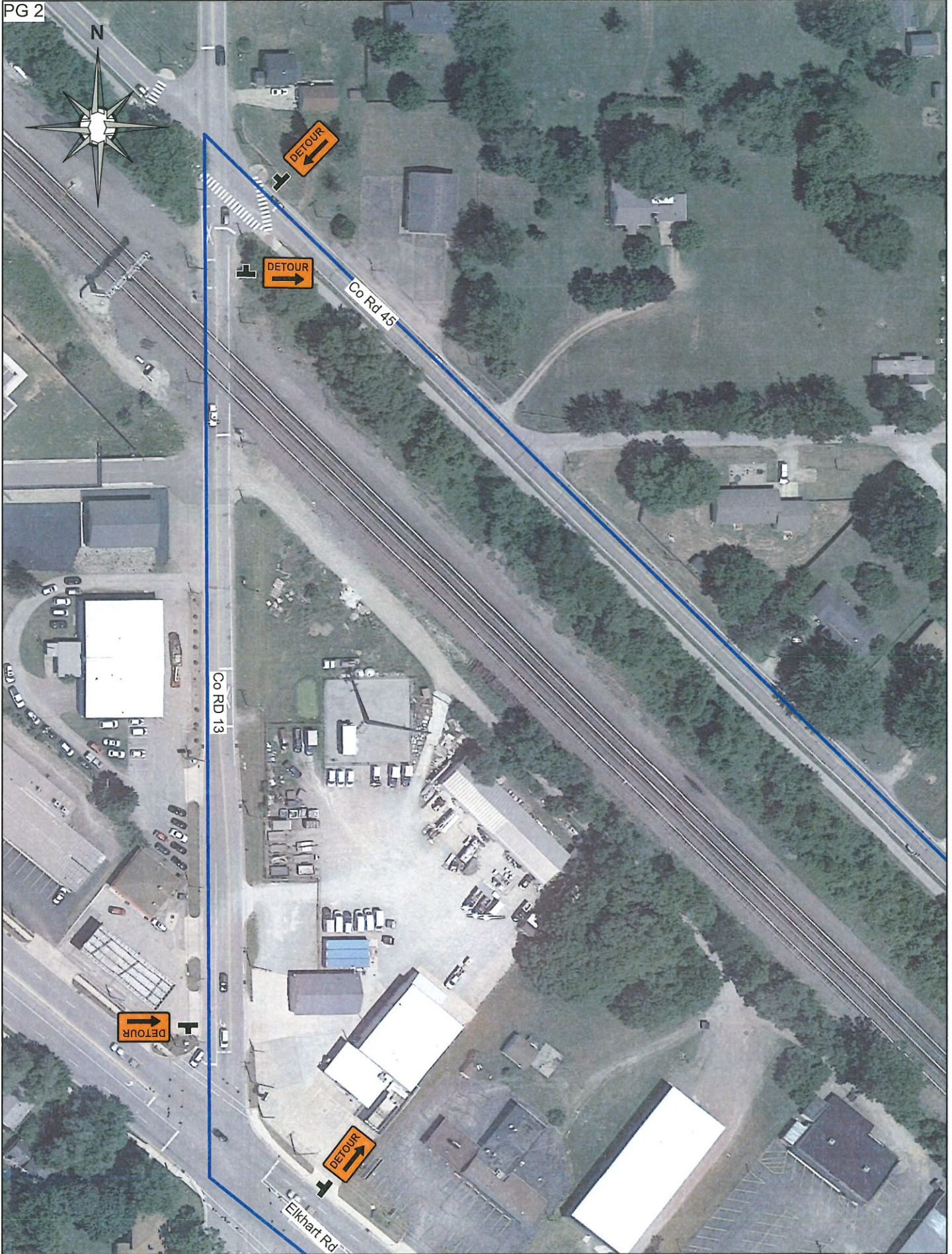
Date: 5/21/24 Author: Feil Project: Right Lane Closure-High Speed

Comments:

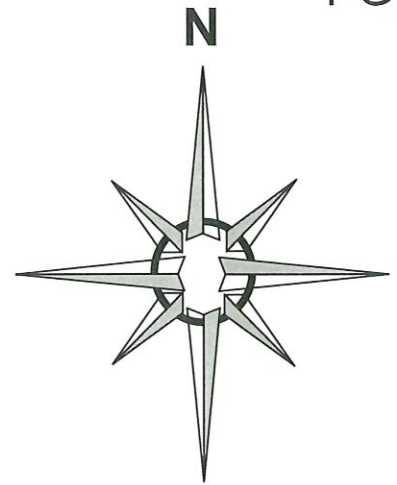
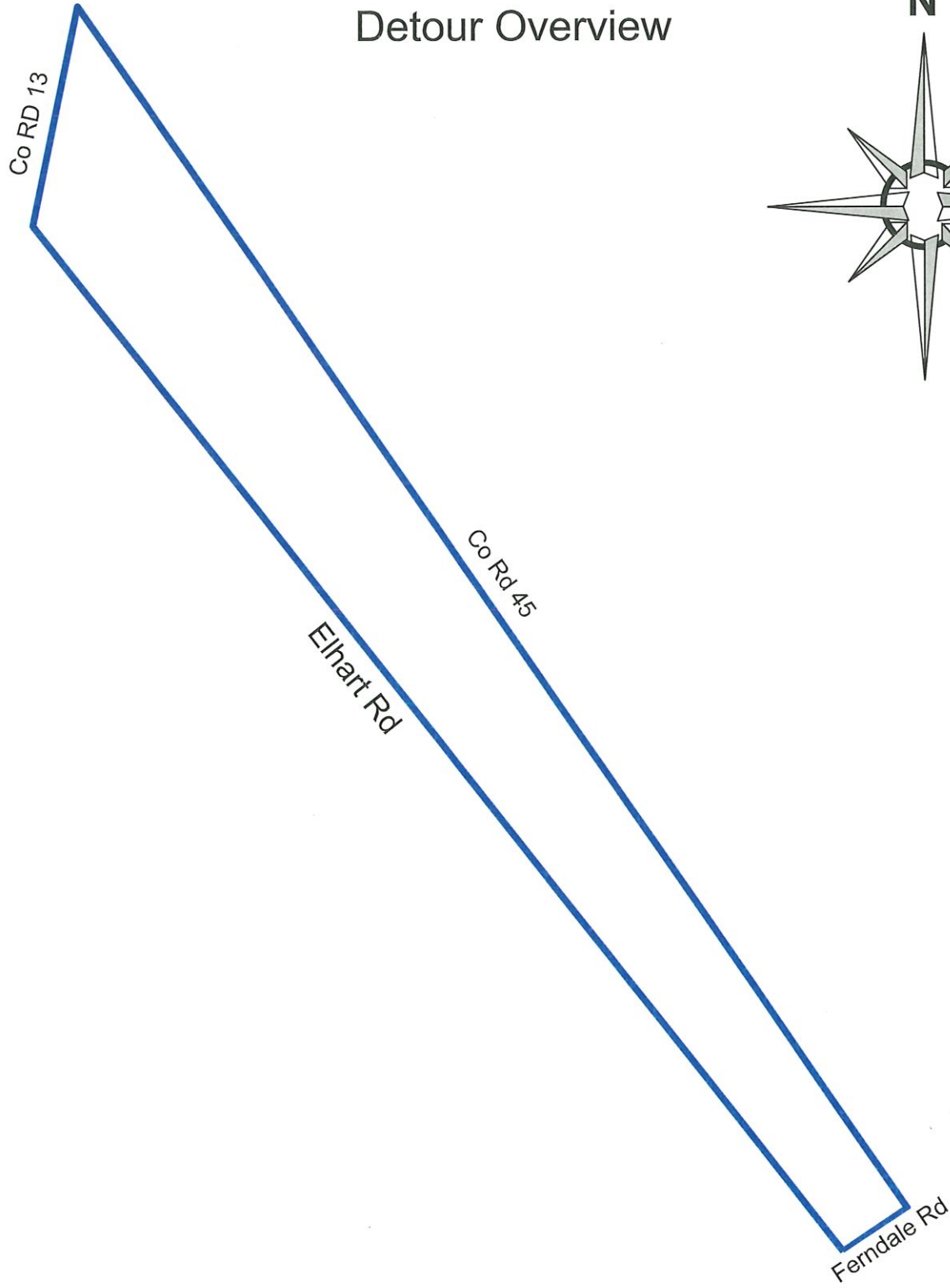
1. Plan is Not To Scale.
2. Right Lane Closure on US 33/Elkhart to work at EOP.
3. Designed in accordance with IDOT Right Lane Closure.
4. Detour all traffic from Fendale Rd to Co Rd 13.

US 33 and SR 15 Elkhart, IN Project





Detour Overview





**Engineering Department
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MEMORANDUM

TO: Goshen Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **INDIANA AVENUE BRIDGE CLOSURE
(JN: STREETS BY NAME – INDIANA AVENUE)**

DATE: September 5, 2024

Butler, Fairman & Seufert has requested permission to close the Indiana Avenue bridge over the Elkhart River, on Wednesday, September 11, 2024, starting at approximately 8 AM. The road will be closed between River Avenue and Chicago Avenue, to allow BF&S to complete bridge inspections.

All appropriate traffic control devices will be utilized.

Requested motion: Move to approve the one-day closure of Indiana Avenue between Chicago Avenue and River Avenue on September 11, 2024.

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

Gina Leichy, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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To: City of Goshen Board of Public Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: Sept. 5, 2024
Subject: Approval of City of Goshen Time & Attendance agreements

The Clerk-Treasurer's Office is requesting the Board's approval for agreements to provide time and attendance software and support for City of Goshen employees. We plan to move all City employees to computer and app-enabled time-keeping systems provided by Right Stuff Software Corp. and by ADP, the latter through a service agreement with Baker Tilly.

By way of background, in February 2021, at Clerk-Treasurer Adam Scharf's request, the Board of Public Works & Safety approved an agreement with Right Stuff to move the City away from more than two dozen different manual methods of recording and tracking employee time and pay. Until that time, most City employees used paper time sheets and punch cards that required manual data entry into ADP online. So, preparing the City payroll was a massive and complicated task with data that was subject to misinterpretation and sometimes errors.

Since then, the City shifted the Fire, Police and Parks and Recreation Departments to Right Stuff. While that saved staff time and improved accuracy, there have been some challenges importing data into ADP and questions about whether this was the best long-term solution for all City employees. An ADP time, attendance and scheduling system could be a better fit for some.

Still, the City wanted to maintain its relationship with Right Stuff because its software has been ideal for Fire and Police, whose supervisors also rely on it for scheduling and reports. So, to provide another option, the Clerk-Treasurer negotiated an agreement for Fire, Police and Parks and Recreation to continue using Right Stuff for three years and for three years the rest of the City's employees will use ADP, whose services are supported by Baker Tilly. Attached to this memorandum is the Right Stuff agreement and the Baker Tilly's Engagement Letter.

In summary, under these agreements, the Clerk-Treasurer's Office would:

- Renew its Right Stuff contract, retroactive to July 1, 2024, for three years under the previous terms and conditions for \$2,575 per month. This agreement includes an upgrade in Police Department software and 40 hours of support per month.
- Renew its agreement with Baker Tilly for ADP Workforce Technology Solutions-HR Plus and upgrade Workforce Now to Workforce Manager Time & Attendance software and support. The costs are detailed on pages 10 and 11 of the agreement.

Over the next three years we will assess both time and attendance systems and may recommend continuing this arrangement or transitioning to a single service provider.

Requested motion:

Authorize the Clerk-Treasurer to execute the agreements with Right Stuff Software Corp. and Baker Tilly and ADP for City employee time and attendance software and support.

RIGHT STUFF SOFTWARE CORPORATION
SOFTWARE LICENSE AGREEMENT

END USER

This SOFTWARE LICENSE AGREEMENT (“Agreement”) is made by and between Right Stuff Software Corporation (“Right Stuff”) whose mailing address is 700 Stonehenge Parkway Unit A, Dublin, Ohio 43017, and City of Goshen, Indiana, whose mailing address is 202 S. 5th Street, Goshen, IN 46528 (the "Licensee").

FOR AND IN CONSIDERATION OF the mutual promises, covenants, and obligations contained herein, the parties hereby agree as follows:

1. LICENSE.

- (A) In accordance with the terms herein, Right Stuff grants to Licensee, and Licensee accepts from Right Stuff, a perpetual nonexclusive and nontransferable license (“Software License”) to use the current object code version of Right Stuff’s Software. Licensee may install the Software specified in the description of the Software attached as Exhibit A (“Software”).
- (B) Licensee's use of the Software is restricted so that Licensee may not:
 - (1) Sublicense, sell, lease, or rent the Software;
 - (2) Decompile, disassemble, reverse engineer the Software;
 - (3) Create a derivative work of the Software;
 - (4) Use the software by more than the number of concurrent users that have been licensed; or
 - (5) Reveal benchmark tests.
- (C) Right Stuff reserves the right, without prior approval from or notice to the Licensee, to make changes to the Software and Related Materials and to substitute Software and Related Materials reflecting those changes provided that the Software and Related Materials delivered substantially conform to the specifications in place as of the effective date of this Agreement.

2. OTHER LICENSES.

Except as provided in this Agreement, no license under any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted by Right Stuff to Licensee under this Agreement.

3. ACCESS TO SOFTWARE.

- (A) Licensee will not allow any third party to have access to the Software, documentation and product collateral ("Related Materials") without Right Stuff’s prior written consent. Licensee will not have any rights to grant any sublicense, subfranchise or lease or otherwise

transfer any of its rights to the Software and Related Materials under this Agreement without the prior written consent of Right Stuff.

- (B) Unless herein otherwise stated, the Software and all Right Stuff applications and data used within Right Stuff applications shall be maintained behind the Licensee's firewall and secured according to Licensee's information security program.

4. TERM OF AGREEMENT.

- (A) The initial term of this Agreement is for a period of thirty-six (36) months ("Initial Term") which commences on July 1, 2024 ("Go Live Date"). Upon the expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year terms, under the same terms and conditions set forth herein, unless within ninety (90) days of the expiration of the then current Renewal Term, Licensee has provided to Right Stuff written notice of Licensee's intent not to renew. For each renewal period, Right Stuff's fees may be subject to an annual increase not to exceed three percent (3%) per year calculated starting on the Go Live Date. Such annual increase, if any, shall be communicated by Right Stuff to Licensee on or before July 1 of the year prior to the Renewal Term which is subject to the annual increase. If this Agreement is not renewed, upon the expiration of the then current Renewal Term, the Licensee shall return the Software and all copies thereof to Right Stuff.
- (B) The Go Live Date shall be the first date the Licensee begins using the software in their production environment. This date will be communicated in an email from Right Stuff to the Licensee.

5. COPIES.

The license(s) granted herein include(s) the right to copy the Software to use the Software as specified in Exhibit A and pursuant to this Software License and for archival and back-up only. In order to protect Right Stuff's copyrights in the Software, Licensee agrees to reproduce and incorporate Right Stuff's copyright notice in any copy, modifications or partial copy.

6. TRANSFERS.

Licensee may physically transfer the Software from (as applicable):

- (1) One (1) standalone computer or network node to another standalone computer or network node; or
- (2) One (1) server to another server, provided the Software is used on only one (1) computer, network node or server(s) (web and database) at a time; or
- (3) The same number of standalone computers, network nodes or servers to the same number of other standalone network nodes or servers.

7. PRICE AND PAYMENT.

Licensee shall make payment to Right Stuff for the Software License pursuant to the fees and payment terms set forth in Exhibit A.

8. SOFTWARE OWNERSHIP.

- (A) Right Stuff represents that it has all rights required to license the Software and all portions thereof and to grant Licensee the Software License.
- (B) Risk of loss or damage to Software licensed by Licensee under this Agreement will vest in Licensee when the Software have been received by Licensee, or its representative, provided that such loss or damage is not caused by Right Stuff, its employees or agents.

9. OTHER SERVICES.

Right Stuff may provide Licensee with consulting services, software maintenance, and technical support not provided herein through separate written agreements.

10. ADDITIONAL INTELLECTUAL PROPERTY RIGHTS.

The parties agree and acknowledge that the Software and related services to be provided under this Agreement by Right Stuff may result in the development of proprietary and secret information, materials, concepts, applications, technologies, systems, solutions, techniques, methods, processes, adaptations and ideas ("Propriety Information"). The parties agree that such Propriety Information shall, in the absence of an agreement to the contrary, belong to Right Stuff and Licensee shall have a nonexclusive license to use such. Licensee hereby agrees that the Software and all materials incidental thereto developed by Right Stuff under this Agreement shall be the sole and exclusive property of Right Stuff, and that Right Stuff shall own all of the rights, title and interest in such Software including, but not limited to any copyrights, patents, trademarks and trade secrets relating to the Software. Where applicable, Licensee hereby agrees to cooperate with Right Stuff in securing or registering any such rights.

11. ASSIGNMENT.

Licensee may not assign its rights or obligations under this Agreement without the prior written consent of Right Stuff. Right Stuff may not assign or transfer, without the prior written consent of the Licensee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that Right Stuff may assign its rights, duties and obligations under this Agreement to a parent company or subsidiary or a purchaser of all or substantially all of its assets.

12. WARRANTY.

- (A) RIGHT STUFF WARRANTS THAT SOFTWARE WILL CONFORM TO RIGHT STUFF'S PROPOSAL WHEN INSTALLED AND WILL BE FREE OF DEFECTS WHICH SUBSTANTIALLY AFFECT SYSTEM PERFORMANCE FOR A PERIOD OF NINETY (90) DAYS AFTER THE GO LIVE DATE.

- (B) IN THE EVENT OF AN ALLEGED DEFECT, THE LICENSEE MUST NOTIFY RIGHT STUFF IN WRITING, WITHIN NINETY (90) DAYS OF DELIVERY OF THE SOFTWARE TO THE LICENSEE (NOT INCLUDING DELIVERY OF ANY SUBSEQUENT MODIFICATIONS TO THE SOFTWARE), OF ITS CLAIM OF ANY SUCH DEFECT. IF THE SOFTWARE IS FOUND DEFECTIVE BY RIGHT STUFF, RIGHT STUFF WILL, AT ITS OPTION, CHOOSE TO CORRECT OR WORK AROUND ERRORS TO REPLACE DEFECTIVE MEDIA OR REPLACE THE SOFTWARE WITH FUNCTIONALLY EQUIVALENT SOFTWARE. IN THE EVENT THAT, WITHIN A REASONABLE PERIOD OF TIME AFTER NOTIFICATION, SUCH REPAIRED, REPLACED, OR SUBSTITUTE SOFTWARE CONTINUES NOT TO PERFORM ACCORDING TO CURRENT PUBLISHED SPECIFICATIONS, LICENSEE MAY, AT ITS OPTION, TERMINATE THE AGREEMENT.
- (C) THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY RIGHT STUFF. RIGHT STUFF MAKES AND LICENSEE RECEIVES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RIGHT STUFF SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF RIGHT STUFF FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE.
- (D) IF ANY MODIFICATIONS ARE MADE TO THE SOFTWARE BY LICENSEE DURING THE WARRANTY PERIOD, THIS WARRANTY SHALL IMMEDIATELY BE TERMINATED. CORRECTION FOR DIFFICULTIES OR DEFECTS TRACEABLE TO LICENSEE'S ERRORS OR SYSTEMS CHANGES SHALL BE BILLED AT RIGHT STUFF'S STANDARD TIME AND MATERIAL CHARGES (\$150 PER HOUR).
- (E) RIGHT STUFF DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE OR THE OPERATION OF THE SOFTWARE AND RELATED MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE.
- (F) LICENSEE IS SOLELY RESPONSIBLE FOR ANY POLICY, PROCEDURE, PRACTICE, OR OTHER "LOCAL" MATTER LICENSEE DIRECTS OR REQUESTS RIGHT STUFF TO IMPLEMENT AS A SOFTWARE OPTION. LICENSEE ACCEPTS RESPONSIBILITY FOR ANY SOFTWARE OPTIONS THAT ARE IMPLEMENTED AT ITS SOLE REQUEST OR DIRECTION IF SUCH SOFTWARE OPTION VIOLATES LOCAL, STATE AND/OR FEDERAL LAWS. AS ADDITIONAL CONSIDERATION FOR THIS LICENSE, LICENSEE WILL CAUSE RIGHT STUFF TO BE INCLUDED AS AN ADDITIONAL COVERED PARTY FOR INJURY ARISING OUT OF A POLICY, PROCEDURE, PRACTICE OR OTHER "LOCAL" MATTER LICENSEE DIRECTS OR REQUESTS RIGHT STUFF TO IMPLEMENT AS A SOFTWARE OPTION TO THE STANDARD PRODUCT, IF SUCH POLICY,

PROCEDURE, PRACTICE, OR OTHER LOCAL MATTER, VIOLATES AN APPLICABLE LAW OR REGULATION. RIGHT STUFF'S COVERAGE AS AN ADDITIONAL COVERED PARTY SHALL END WHEN THIS LICENSE TERMINATES.

13. SYSTEM MAINTENANCE.

Licensee will from time to time require maintenance and support regarding the use of the Software. Right Stuff and Licensee agree as follows:

- (A) Right Stuff will promptly notify Licensee of any material defects or malfunctions in the Software or Related Materials that it learns from any source.
- (B) Right Stuff will, from time to time, supply Licensee with copies of the Software and Related Materials revised to reflect significant updates and enhancements to the Software made by Right Stuff, if any, during the period of this Agreement. Such enhancements may include, without limitation, modifications to the Software that increase its speed, efficiency, and/or ease of operation. Right Stuff will supply copies of any of these updates and/or enhancements without additional charge.
- (C) Within a reasonable time after being given written notice thereof, Right Stuff will correct inherent material errors in the Software that are not caused by the Licensee's misuse, improper use, alteration, or damage to the Software.

14. INDEMNITY.

- (A) Right Stuff, at its own expense, will defend any action brought against Licensee and indemnify Licensee for any damages awarded against Licensee in any action to the extent that it is based on a claim that the Software or any software system used within the scope of this Agreement infringes any U.S. patents, copyrights, license or other property right, provided that Right Stuff is immediately notified in writing of such claim. Right Stuff shall have the right to control the defense of all such claims, lawsuits and other proceedings. In no event shall Licensee settle any such claim, lawsuit or proceeding without Right Stuff's prior written approval.
- (B) If, as a result of any claim of infringement against any patent, copyright, license or other property right, Right Stuff is enjoined from using the Software, or if Right Stuff believes that the Software is likely to become the subject of a claim of infringement, Right Stuff at its option and expense may procure the right for Licensee to continue to use the Software, or replace or modify the Software so as to make it non-infringing. If neither of these two options is reasonably practicable, Right Stuff may discontinue the Software License granted herein upon thirty (30) day written notice to the Licensee and shall refund to Licensee the unamortized portion of the monthly license fees hereunder that have been paid. Amortization of license fees in the initial year of the contract shall commence on the Go Live Date under this Agreement and amortization of license fees for subsequent years shall commence on the

first date of that calendar year. The foregoing states the entire liability of Right Stuff with respect to infringement of any copyrights or patents by the Software or any parts thereof.

15. PROPRIETARY RIGHTS; LICENSE GRANT.

Licensee acknowledges and agrees that the Software contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Licensee further acknowledges and agrees that content contained in information presented to Licensee through the Software is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by Right Stuff, Licensee agrees not to duplicate, modify, reproduce, rent, lease, loan, sell, give, sublicense, assign, distribute, otherwise transfer, create derivative works based on, reverse engineer, reverse assemble, decompile or otherwise attempt to discover any source code for the Software, in whole or in part, or to allow or assist any others to do so. Right Stuff grants Licensee a personal, nontransferable, nonsublicensable and nonexclusive right and license to use the object code of its Software for the sole purpose of accessing and using the Software. Licensee agrees not to access the Software by any means other than through the interface that is provided by Right Stuff for use in accessing the Software.

16. CONFIDENTIALITY, SCOPE OF AGREEMENT, AND OWNERSHIP.

The provisions of this Section survive any termination or expiration of this Agreement.

(A) Definitions.

- (1) “*Licensee Information*” means the following types of information of Licensee and its Affiliates obtained or accessed by Right Stuff from or on behalf of Licensee or its affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (a) trade secrets and proprietary information; (b) customer lists, business plans, information security plans, business continuity plans, and proprietary software programs; (c) any personally identifiable information, defined as information that can be identified to a particular person without unreasonable effort, such as the names and social security numbers of Licensee’s individual customers (“Licensee PII”); and (d) any other information received from or on behalf of Licensee or its Affiliates that Right Stuff could reasonably be expected to know is confidential or exempted from disclosure under Indiana’s Access to Public Records Act.
- (2) “*Right Stuff Information*” means the following types of information of Right Stuff and its affiliates obtained or accessed by Licensee from or on behalf of Right Stuff or its affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (a) trade secrets and proprietary information (including that of any Right Stuff Licensee, supplier, or licensor); (b) Licensee lists, information security plans, business continuity plans, all information and documentation regarding the hosting environment (“Deliverables”), all software products, including software modifications and documentation, databases, training aids, and all data, code, techniques, algorithms, models, methods, processes, logic, architecture, and designs embodied or incorporated therein; and (c) any personally identifiable information, defined as information that can be identified to a

particular person without unreasonable effort, such as the names and social security numbers of Right Stuff employees; and (d) any other information and data received from or on behalf of Right Stuff or its affiliates that Licensee could reasonably be expected to know is confidential or exempted from disclosure under Indiana's Access to Public Records Act.

- (3) "*Information*" means, collectively, Licensee Information and Right Stuff Information. No obligation of confidentiality applies to any Information that: (a) the receiving entity ("Recipient") already possesses without obligation of confidentiality; (b) develops independently without reference to Information of the disclosing entity ("Discloser"); (c) rightfully receives without obligation of confidentiality from a third party; or (d) is or becomes publicly available without Recipient's breach of this Agreement.

(B) Obligations.

- (1) Recipient agrees to hold as confidential all Information it receives from the Discloser. All Information shall remain the property of Discloser or its suppliers and licensors. Recipient will use the same care and discretion to avoid disclosure of Information as it uses with its own similar information that it does not wish disclosed, but in no event less than a reasonable standard of care and no less than is required by law. Recipient may only use Information for the lawful purposes contemplated by this Agreement, including in the case of Right Stuff use of Licensee Information for fulfilling its obligations under this Agreement, performing, improving and enhancing the Deliverables, and developing data analytics models to produce analytics-based offerings. Licensee agrees that prior to providing Right Stuff access to any Licensee PII, Licensee shall ensure that any necessary consent has been obtained that is required by law or regulation for Right Stuff to access the information and to use it pursuant to the terms set forth in this Agreement. Right Stuff specifically agrees not to use or disclose any "non-public personal information" about Licensee's customers in any manner prohibited by Title V of the Gramm-Leach-Bliley Act or the regulations issued thereunder ("GLBA"), as applicable to Right Stuff.
- (2) Recipient may disclose Information to its employees and employees of permitted subcontractors and affiliates who have a need to know, its attorneys and accountants as necessary in the ordinary course of its business, or any other party with Discloser's prior written consent. Before disclosure to any of the above parties, Recipient will have a written agreement with (or in the case of its attorneys or accountants a professional obligation of confidentiality from) such party sufficient to require that party to treat Information in accordance with the requirements of this Agreement, and Recipient will remain responsible for any breach of this section by any of the above parties.
- (3) Recipient may disclose Information to the extent required by law or legal process, provided that: (a) Recipient gives Discloser prompt notice, if legally permissible, so that Discloser may seek a protective order; (b) Recipient reasonably cooperates with Discloser (at Discloser's expense) in seeking such protective order; and (c) all Information shall remain subject to the terms of this Agreement in the event of such disclosure. At Recipient's option, Information will be returned to Discloser or destroyed (except as may be contained in backup files created in the ordinary course of business) at the termination or expiration of this Agreement or any applicable Exhibit

and, upon Discloser's request, Recipient will certify to Discloser in writing that it has complied with the requirements of this sentence.

- (4) Recipient acknowledges that any breach of this section may cause irreparable harm to Discloser for which monetary damages alone may be insufficient, and Recipient therefore acknowledges that Discloser shall have the right to seek injunctive or other equitable relief against such breach or threatened breach, in addition to all other remedies available to it at law or otherwise.

(C) Scope of Agreement.

- (1) Licensee may only use the Deliverables to process the transactions contemplated by this Agreement.
- (2) Licensee's use of the Deliverables in the course of Licensee's business is restricted to only those uses expressly stated in this Agreement and the attached Exhibits. Licensee acknowledges that the Deliverables were designed by Right Stuff in accordance with Licensee's specifications, and that any use of the Deliverables beyond what is specified in this Agreement and the attached Exhibits is prohibited. **USE OF THE DELIVERABLES BEYOND WHAT IS SPECIFIED IN THIS AGREEMENT AND THE ATTACHED EXHIBITS WILL VOID ANY EXPRESS OR IMPLIED WARRANTIES MADE BY RIGHT STUFF.** Without limiting any other obligation by Licensee or remedy available to Right Stuff under this Agreement or its Exhibits, Right Stuff shall have the right to require Licensee to enter into a new and separate agreement for any use of the Deliverables that is beyond what is specified in such Exhibits.
- (3) Notwithstanding any other provision of this Agreement, Section 16(C)(2) shall not apply if Licensee receives a public record request pursuant to Indiana's Access to Public Records Act and Right Stuff fails to seek a protective order to prevent the release of the Deliverables, or if a court of competent jurisdiction finds that the Licensee is legally required to release the requested Deliverable under Indiana law,

- (D) Ownership. With the exception of Licensee Information, all information, reports, studies, object and source code (including without limitation the Application, Deliverables, and Related Materials ("Products")) and all modifications, enhancements, additions, upgrades, or other works based thereon or related thereto), flow charts, diagrams, specifications, and other tangible or intangible material of any nature whatsoever produced by Right Stuff or jointly with Licensee or by any of Right Stuff's or Licensee's employees or agents, through or as a result of or related to any of the Deliverables provided hereunder, or development of any data analytics models hereunder, and all patents, copyrights, and other proprietary rights related to each of the foregoing, shall be the sole and exclusive property of Right Stuff or its affiliates, to the extent that such assignment is allowable under Indiana law and the material or document is not deemed a public record under Indiana law. Licensee hereby irrevocably assigns and transfers to Right Stuff all rights, title, and interest in any such works referenced in the foregoing sentence, including without limitation copyrights, patent rights, trade secrets, industrial property rights, and moral rights, and shall execute all documents reasonably requested by Right Stuff to perfect such rights, to the extent that such assignment and transfer is allowable under Indiana law and the material or document is not deemed a public record under Indiana law. Licensee shall be entitled to use all such work

product in accordance with the applicable terms and conditions of this Agreement.

- (E) **Restrictions.** Without limiting any other obligation set forth in this section, Licensee shall not use, transfer, distribute, interface, integrate, or dispose of any information or content contained in Deliverables in any manner that competes with the business of Right Stuff. Except as expressly authorized in any applicable Exhibit, Licensee shall not reproduce, republish or offer any part of the Deliverables (or compilations based on any part of the Deliverables) for sale or distribution in any form, over or through any medium.

Licensee acknowledges and understands that any violation of this Section would put Right Stuff's valuable and vital intellectual property at risk and severely compromise Right Stuff's ongoing business concerns. Right Stuff and Licensee agree that any violation of this Section constitutes a material breach of this Agreement, and that damages suffered by Right Stuff as a result of this breach will be substantial and difficult to estimate with certainty. Right Stuff acknowledges and understands that as a political subdivision of Indiana, Licensee is subject to Indiana's Access to Public Records Act and the Licensee's compliance with its legal obligations thereunder shall not be deemed a material breach of this Agreement.

17. TERMINATION.

- (A) Licensee shall have the right to immediately terminate this Agreement and license(s) granted herein in the event Right Stuff neglects or fails to perform or observe any of its obligations under this Agreement and such condition is not remedied within sixty (60) days after Right Stuff's receipt of written notice from Licensee to Right Stuff setting forth Right Stuff's alleged breach. Such notice may be delivered by email with delivery confirmation.
- (B) In the event of termination by reason of Right Stuff's failure to comply with any part of this agreement, or upon any act which shall give rise to Licensee's right to terminate, Licensee shall have the right, at any time, to terminate the Software License(s). Within ten (10) days after termination of the Software License(s), Licensee shall return the Software and documentation and all copies wherever located, to Right Stuff or, upon request by Right Stuff, shall destroy the Software and all copies, and certify in writing that they have been destroyed. In the event that Licensee terminates this Agreement for cause pursuant to this section, Right Stuff shall refund to Licensee the unamortized portion of the monthly license fees hereunder that have been paid. Amortization of license fees in the initial year of the contract shall commence on the Go Live Date under this Agreement and amortization of license fees for subsequent years shall commence on the first date of that calendar year.

18. LIMITATION OF LIABILITY.

- (A) **No Special, Indirect, Incidental, Punitive or Consequential Damages.** LICENSEE AGREES THE MAXIMUM LIABILITY ASSUMED BY RIGHT STUFF UNDER THIS AGREEMENT, REGARDLESS OF THE CLAIM OR FORM OF ACTION OR SUIT, WHETHER IN CONTRACT, NEGLIGENCE, OR TORT, WILL BE LIMITED TO CORRECTION OR REPLACEMENT COSTS. RIGHT STUFF WILL NOT BE LIABLE

FOR ANY: (1) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT OR ANY ORDER OR THE OPERATION OR USE OF THE SOFTWARE, SOFTWARE PRODUCTS AND SERVICES INCLUDING SUCH DAMAGES, WITHOUT LIMITATION, AS DAMAGES ARISING FROM LOSS OF DATA OR PROGRAMMING, LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, DAMAGE TO EQUIPMENT, EVEN IF RIGHT STUFF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (2) DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY RIGHT STUFF TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND RIGHT STUFF'S REASONABLE CONTROL; OR (3) CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST RIGHT STUFF MORE THAN TWO (2) YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

(B) Limitation of Liability.

- (1) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, RIGHT STUFF'S LIABILITIES UNDER THIS AGREEMENT ON ANY CLAIMS BY LICENSEE (OTHER THAN A CLAIM RESULTING FROM RIGHT STUFF'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, FOR WHICH THERE SHALL BE NO CAP ON LIMITATIONS ON DAMAGES CLAIMED BY THE LICENSEE), WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY RIGHT STUFF AND PAID BY LICENSEE FOR RIGHTS TO USE THE SOFTWARE.
- (2) EACH PARTY WILL BE RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS AND WILL BE RESPONSIBLE FOR ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT ARISE OUT OF THAT PARTY'S OWN NEGLIGENCE, TORTIOUS ACTS, OR OTHER CONDUCT OR ARE DUE TO THE NEGLIGENCE, TORTIOUS ACTS, OR OTHER CONDUCT OF THAT PARTY'S RESPECTIVE AGENTS, OFFICERS, OR EMPLOYEES.

- (C) Alterations by Licensee. Right Stuff will not be responsible in any regard for any Software which is altered by Licensee and Licensee assumes any and all risks and liabilities arising from such alteration.

19. NOTICE.

Any notice required or permitted by this Agreement shall be given in writing and delivered by personal service, or by email, or by certified mail, return receipt requested, properly addressed as follows:

Licensee: City of Goshen, Indiana
202 S. Fifth St. Suite 2
Goshen, IN 46528
Attn: Clerk-Treasurer

Right Stuff: Right Stuff Software Corporation
700 Stonehenge Parkway Unit A
Dublin, OH 43017
Attn: President

20. GENERAL.

- (A) Interpretation. Each party acknowledges that it has read this Agreement, it understands it, and agrees to be bound by its terms, and further agrees that this is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties.
- (B) Force Majeure. Dates or times by which Right Stuff is required to make performance under this license shall be postponed automatically to the extent that Right Stuff is prevented from meeting them by causes beyond its reasonable control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.
- (C) Applicable Law. This Agreement and all rights, obligations and remedies of the parties hereunder shall be governed by the laws of the State of Indiana.
- (D) Severability. If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, said provision shall be deemed to be omitted from this Agreement and the remaining provisions shall remain in full force and effect.
- (E) Assignment. The Licensee may not assign or sublicense, without the prior written consent of Right Stuff, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Right Stuff may not assign or transfer, without the prior written consent of the Licensee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that Right Stuff may assign its rights, duties and obligations under this Agreement to a parent company or subsidiary or a purchaser of all or substantially all of its assets.
- (F) Jurisdiction and Venue. The parties agree that any disputes that arise between them that may be subject to suits and claims which may only be brought in the state and federal courts located in Elkhart County, Indiana.

- (G) Waiver of Breach. No waiver of breach or failure to exercise any options, right or privilege or failure to enforce at any time any provision or any portion of any provision under the terms of this Agreement or any order on any occasion or occasions will be construed to be a waiver of the same or any other option, right, privilege, or right to enforce such provision on any other occasion. No delay or failure of either party in exercising any rights under this Agreement and no partial or single exercise of any rights under this Agreement will be deemed to constitute a waiver of such rights or any other rights under this Agreement.
- (H) Compliance with Laws. Right Stuff and Licensee each will comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes including, but not limited to, Right Stuff's and Licensee's obligations as employers with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals and inspections of Right Stuff's and Licensee's performance of this Agreement.
- (I) Right Stuff and Licensee are independent contractors and neither shall act as the other's agent, or be deemed an agent or employee of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture or otherwise.
- (J) Licensee shall not, without Right Stuff's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee, as defined herein, while such person is employed by Right Stuff and for the twelve (12) month period starting on the earlier of: (1) termination of such Restricted Employee's employment with Right Stuff; or (2) termination or expiration of this Agreement. For the purposes of this provision, "Restricted Employee" means any former or current employee of Right Stuff that Licensee became aware of or came into contact with during Right Stuff's performance of its obligations under this Agreement.
- (K) Licensee and Right Stuff shall have the right to make general references about each other and the type of Deliverables being provided hereunder to third parties, such as auditors, regulators, financial analysts, and prospective customers and Licensees, provided that in so doing Licensee and Right Stuff do not breach any other sections of this Agreement. Right Stuff may issue a press release, subject to Licensee's prior approval, regarding this Agreement, including its renewal and the addition of Deliverables, and upon Right Stuff's reasonable request, Licensee may provide a favorable quotation, for inclusion in any such press release. Except as authorized herein, Licensee will not use the name, trademark, logo or other identifying marks of Right Stuff or any of its affiliates in any sales, marketing, or publicity activities, materials, or website display without the prior written consent of Right Stuff.
- (L) The section headings contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope of intent of this Agreement and do not in any way affect its provisions.
- (M) This Agreement inures to the benefit of and is binding upon the parties to this Agreement and their successors.

(N) The Parties agree to execute any and all documents necessary to carry out the terms and conditions of this Agreement and the contemplated relationship between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their legal representatives.

RIGHT STUFF:

LICENSEE:

Right Stuff Software Corporation

City of Goshen, Indiana

Name Richard S. Lubanovic Jr.,
(Print): _____

Name _____
(Print): _____

Signature: _____

Signature: _____

Title: President

Title: _____

Date _____

Date _____

EXHIBIT A

1. SOFTWARE

Software means the program outlined in Right Stuff's proposal in object code and Related Materials.

The number of users permitted to use the Software under this license is 165 full-time and 120 part-time users.

2. PAYMENT TERMS

The licensing fee for the product is based upon the number of employees using the system, the complexity of the installation and the custom features selected. Pricing for the system is as follows:

Licensing and Support – Police, Fire and Parks & Rec \$2,575 per month

The initial contract is a thirty-six (36) months term.

Licensing includes technical support and product maintenance. Licensing includes business hour email and phone support. This support includes system setup changes that can occur with periodic assignment changes and general personnel setup alterations. In our experience, it is very rare for a Licensee to require more than 40 hours of support time in a month. However, should excessive support time be required, additional billings will apply. Once the Licensee has signed off on the initial functionality of the software, for time spent on any requested changes plus the total of all technical support incidents exceeding 40 hours in a month, a fee of \$150 per excess hour will be charged to cover this effort. A notification email will be sent to the Licensee if this limit is to be exceeded.

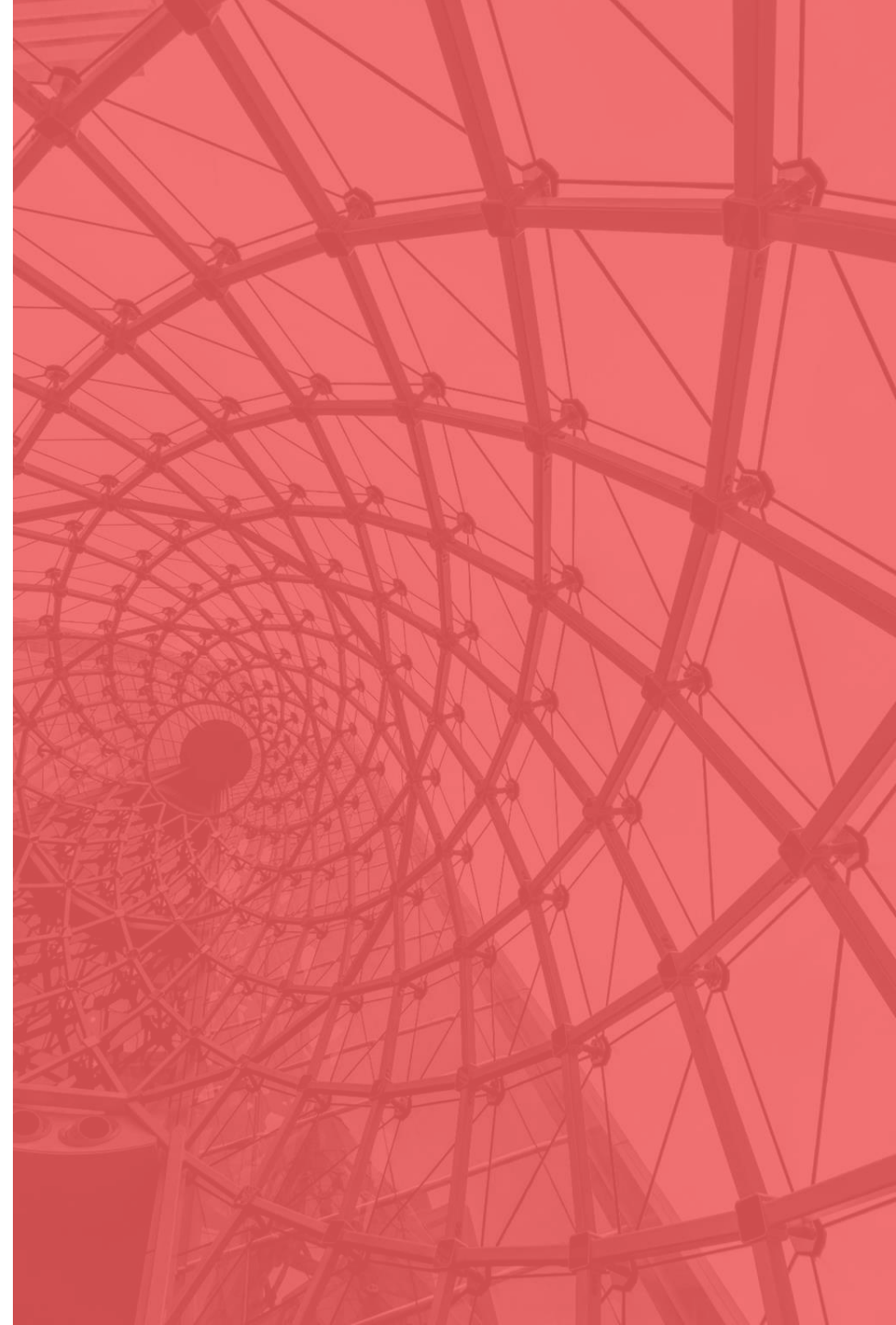
Licensing also includes year-end activities, which can include holiday generation and leave bank adjustments. This fee also entitles the City of Goshen to obtain software updates to the Precinct Manager product as they become available. Also, if the employee contract rules change, Right Stuff will alter the configuration as needed and make any minor software modifications, if necessary, free of charge for changes that require less than 40 hours to implement. If the changes require more than 40 hours to implement, any hours exceeding 40 will be billed at a rate of \$150 per hour. Any work requiring additional billings will be agreed upon prior to commencing.



City of Goshen

Workforce Manager Time & Attendance

Updated Pricing Estimate as of 07/12/2024



PRICING SUMMARY

140



**Total
Employees**
(-60)

\$11,000



**One-Time
Set Up
Costs**
(no change)

\$1,700



**Monthly
Fees**
(\$20,400/yr)
(-\$12K)



PRICING DETAIL

SERVICE	PER MONTH	PER YEAR
Hourly Employees (105)	\$750	\$9,000
Salaried Employees (30)	\$137	\$1,644
Accruals	\$90	\$1,080
Analytics	\$150	\$1,800
InTouch DX Bar Code Clock Subscription	\$505	\$6,060
InTouch DX QuickPunch Plus Option Subscription	\$68	\$816
TOTAL INVESTMENT	\$1,700	\$20,400

SET UP / IMPLEMENTATION DESCRIPTION	ONE-TIME FEES
ADP Workforce Manager	\$8,000
Accruals	\$1,800
Analytics	\$1,200
TOTAL ONE-TIME FEES	\$11,000





Gillian Florentine, SPHR
Director, HR+Payroll Advantage

P: +1 (570) 200 0400
E: gillian.florentine@bakertilly.com



Jason Arce
Manager, Payroll

P: +1 (512) 982 3390
E: jason.arce@bakertilly.com



Always Designing
for People™

Kyle Holsinger
WFM DM

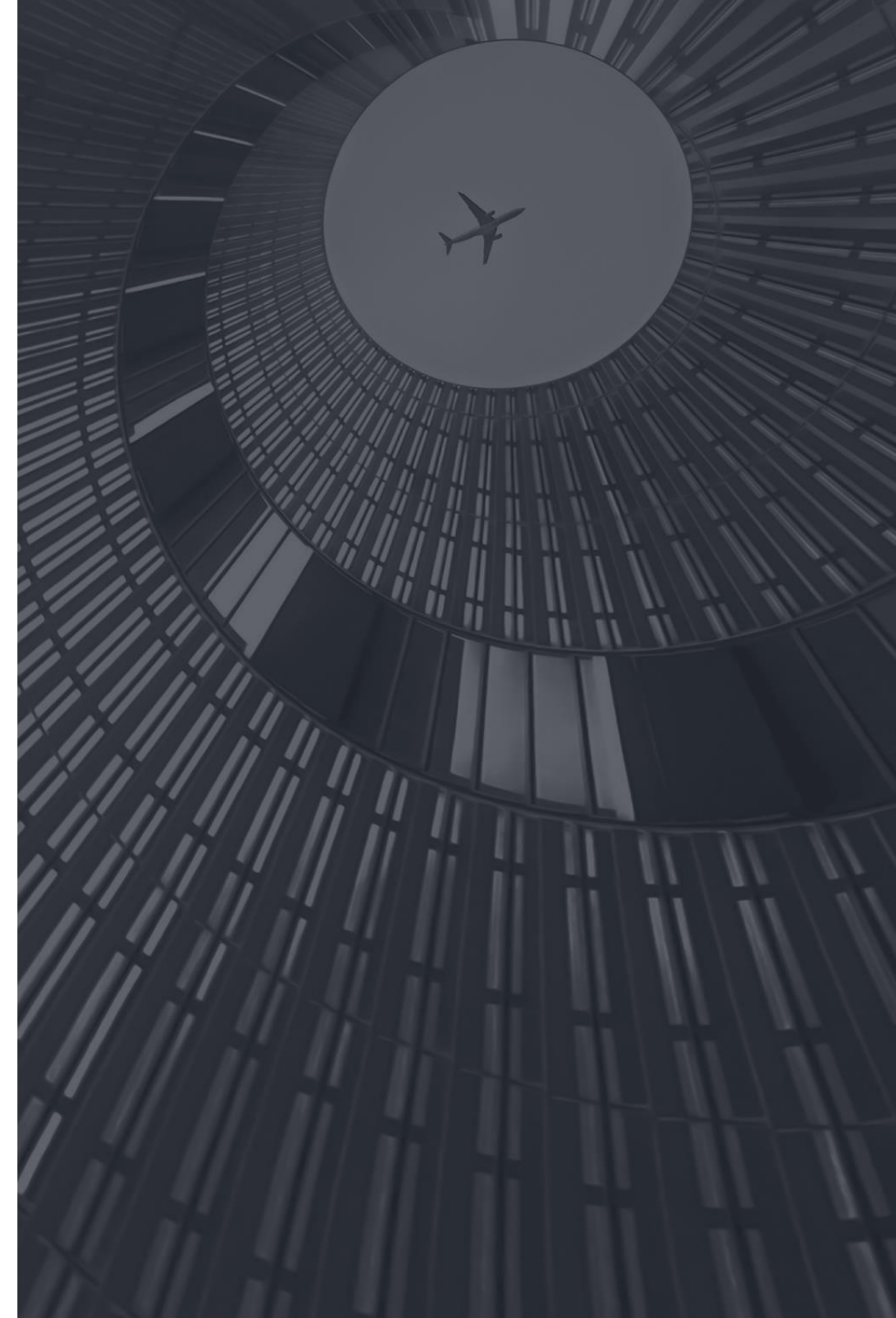
P: +1 (765) 623 2283
E: kyle.holsinger@adp.com



Always Designing
for People™

Lisa Geyer
ADP Major Accounts

P: +1 (314) 749 5594
E: lisa.geyer@adp.com



Goshen, Indiana, City of

Start On Acceptance



now, for tomorrow

Baker Tilly Advisory Group, LP

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Introduction



Hi Richard,

I've prepared a renewed engagement letter effective September.

If you have any questions, please reach out to Jason Arce at jason.arce@bakertilly.com or 512-982-3390.

Services

5Y3

Baker Tilly Workforce Technology Solutions - HR Plus Bundle

- Exclusive access to Baker Tilly's dedicated ADP software and services support team via direct phone line and email.
- Compliance consulting services, if requested, relating to federal and state payroll filings (W-2, 941, etc.). Services available to be provided up to 2 times per calendar year.
- Assistance as requested with tax notice submission to ADP, resolution tracking, and follow up through resolution.
- Consulting relating to annual employee updates for wages, benefits, deductions, etc.. (guidance with updating employee records)
- Ongoing support including assistance with:
 - General earnings/deduction code maintenance and setup
 - Garnishment/Levy/Child Support setup
 - Mediation between ADP support and you to help resolve issues or answer questions
- Escalation of support issues at ADP to resolve if we deem it necessary to resolve through non-standard channels.
- General payroll inquiries that do not require significant time (10 minutes or less) or specialized knowledge or skills to answer.
- This service includes ADP software and technology fees related to your Payroll Essentials, HR Management, Onboarding, and Document Cloud modules for up to 410 active employees and 1 state and 15 local jurisdictions.

Baker Tilly Workforce Technology Solutions - Benefits Administration w/ ACA Reporting

- **Requires HR Plus bundle or higher tier**
- This service includes ADP software and technology fees related to ADP's Benefits Administration module, including ACA reporting for up to 410 active employees

Baker Tilly Workforce Technology Solutions - Additional Tax Jurisdiction x 14

This includes:

- First state tax jurisdiction and first local tax jurisdiction are included in your payroll fee
- Additional state and local tax jurisdictions @ \$15 per jurisdiction:
 - 5Y3
 - 1state jurisdiction: IN
 - 15 local jurisdictions

Baker Tilly Workforce Technology Solutions - Consulting

- Analyze which states require registrations due to current payroll by state provided by client;
- Research registration requirements to be compliant for all payroll-type taxes in each state;
- Prepare, review, and submit each state's applicable payroll and unemployment insurance registrations;
- Follow up with state agencies for registration permit numbers and filing frequencies as needed;
- Create matrix to track registration information by state; and
- Continued telephone and email correspondence with client personnel and state officials regarding the registrations as needed.

Baker Tilly Workforce Technology Solutions - Workforce Manager

- This service includes ADP software and technology fees related to your ADP Workforce Manager software license for up to 116 active employees.
- Accruals for up to 116 active employees
- Analytics for up to 116 active employees
- InTouch DX Bar Code Clock Subscription – 3
- InTouch DX QuickPunch Plus Option Subscription – 3

Baker Tilly Workforce Technology Solutions - Consulting

CUSTOMIZE PER CLIENT NEEDS

- Analyze which states require registrations due to current payroll by state provided by client;
- Research registration requirements to be compliant for all payroll-type taxes in each state;
- Prepare, review, and submit each state's applicable payroll and unemployment insurance registrations;
- Follow up with state agencies for registration permit numbers and filing frequencies as needed;
- Create matrix to track registration information by state; and
- Continued telephone and email correspondence with client personnel and state officials regarding the registrations as needed.

CUSTOMIZE PER CLIENT NEEDS

Baker Tilly Workforce Technology Solutions - Workforce Manager - Implementation

- Implementation and pre-engagement support
 - Consulting services related to your system and service selection
 - Coordination of product demonstrations and other telephone/video conferences
 - Guidance in gathering required information for implementation upon request
 - Ongoing support and coordination throughout the implementation process (est. 30 – 180 days)
 - Organization and coordination of implementation meetings between client and ADP implementation team. Providing expectations to both sides for results and timeline and assistance with delegation of responsibilities throughout implementation.
- Transition call between implementation team and ongoing service team to ensure setup is complete and client is comfortable

- Services provided by ADP:
 - Provide Initial training on Workforce Manager software
 - Initial setup of ADP Workforce Manager system
 - Initial setup and configuration of employee time collection methods
 - Initial setup of PTO policies and configuration between Workforce Manager and Payroll
 - Initial setup of request approvals and workflows
 - Initial setup of schedules
 - Initial configuration of time tracking rules including rounding, scheduling, and exceptions
 - Additional fees may be charged for updates and changes to system configuration after project is complete (transitioned from implementation to service)

6YJ

Baker Tilly Workforce Technology Solutions - HR Plus Bundle

- Exclusive access to Baker Tilly's dedicated ADP software and services support team via direct phone line and email.
- Compliance consulting services, if requested, relating to federal and state payroll filings (W-2, 941, etc.). Services available to be provided up to 2 times per calendar year.
- Assistance as requested with tax notice submission to ADP, resolution tracking, and follow up through resolution.
- Consulting relating to annual employee updates for wages, benefits, deductions, etc.. (guidance with updating employee records)
- Ongoing support including assistance with:
 - General earnings/deduction code maintenance and setup
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 - Mediation between ADP support and you to help resolve issues or answer questions
- Escalation of support issues at ADP to resolve if we deem it necessary to resolve through non-standard channels.
- General payroll inquiries that do not require significant time (10 minutes or less) or specialized knowledge or skills to answer.
- This service includes ADP software and technology fees related to your Payroll Essentials, HR Management, Onboarding, and Document Cloud modules for up to 30 active employees and 1 state and 2 local jurisdictions.

Baker Tilly Workforce Technology Solutions - Benefits Administration w/ ACA Reporting

- **Requires HR Plus bundle or higher tier**
- This service includes ADP software and technology fees related to ADP's Benefits Administration module, including ACA reporting for up to 30 active employees

Baker Tilly Workforce Technology Solutions - Additional Tax Jurisdiction

This includes:

- First state tax jurisdiction and first local tax jurisdiction are included in your payroll fee
- Additional state and local tax jurisdictions @ \$15 per jurisdictions:
 - 6YJ

- 1 state jurisdiction: IN
- 2 local jurisdictions

Baker Tilly Workforce Technology Solutions - Consulting

- Analyze which states require registrations due to current payroll by state provided by client;
- Research registration requirements to be compliant for all payroll-type taxes in each state;
- Prepare, review, and submit each state's applicable payroll and unemployment insurance registrations;
- Follow up with state agencies for registration permit numbers and filing frequencies as needed;
- Create matrix to track registration information by state; and
- Continued telephone and email correspondence with client personnel and state officials regarding the registrations as needed.

6YL

Baker Tilly Workforce Technology Solutions - HR Plus Bundle

- Exclusive access to Baker Tilly's dedicated ADP software and services support team via direct phone line and email.
- Compliance consulting services, if requested, relating to federal and state payroll filings (W-2, 941, etc.). Services available to be provided up to 2 times per calendar year.
- Assistance as requested with tax notice submission to ADP, resolution tracking, and follow up through resolution.
- Consulting relating to annual employee updates for wages, benefits, deductions, etc.. (guidance with updating employee records)
- Ongoing support including assistance with:
 - General earnings/deduction code maintenance and setup
 - Garnishment/Levy/Child Support setup
 - Mediation between ADP support and you to help resolve issues or answer questions
- Escalation of support issues at ADP to resolve if we deem it necessary to resolve through non-standard channels.
- General payroll inquiries that do not require significant time (10 minutes or less) or specialized knowledge or skills to answer.
- This service includes ADP software and technology fees related to your Payroll Essentials, HR Management, Onboarding, and Document Cloud modules for up to 50 active employees and 1 state and 8 local jurisdictions.

Baker Tilly Workforce Technology Solutions - Benefits Administration w/ ACA Reporting

- **Requires HR Plus bundle or higher tier**
- This service includes ADP software and technology fees related to ADP's Benefits Administration module, including ACA reporting for up to 50 active employees

Baker Tilly Workforce Technology Solutions - Additional Tax Jurisdiction x 7

This includes:

- First state tax jurisdiction and first local tax jurisdiction are included in your payroll fee

- Additional state and local tax jurisdictions @ \$15 per jurisdiction:
 - 6YL
 - 1state jurisdiction: IN
 - 8 local jurisdictions

Baker Tilly Workforce Technology Solutions - Consulting

- Analyze which states require registrations due to current payroll by state provided by client;
- Research registration requirements to be compliant for all payroll-type taxes in each state;
- Prepare, review, and submit each state's applicable payroll and unemployment insurance registrations;
- Follow up with state agencies for registration permit numbers and filing frequencies as needed;
- Create matrix to track registration information by state; and
- Continued telephone and email correspondence with client personnel and state officials regarding the registrations as needed.

Baker Tilly Workforce Technology Solutions - Workforce Manager

- This service includes ADP software and technology fees related to your ADP Workforce Manager software license for up to 42 active employees.
- Accruals for up to 42 active employees
- Analytics for up to 42 active employees
- InTouch DX Bar Code Clock Subscription – 1
- InTouch DX QuickPunch Plus Option Subscription – 1

Baker Tilly Workforce Technology Solutions - Workforce Manager - Implementation

- Implementation and pre-engagement support
 - Consulting services related to your system and service selection
 - Coordination of product demonstrations and other telephone/video conferences
 - Guidance in gathering required information for implementation upon request
 - Ongoing support and coordination throughout the implementation process (est. 30 – 180 days)
 - Organization and coordination of implementation meetings between client and ADP implementation team. Providing expectations to both sides for results and timeline and assistance with delegation of responsibilities throughout implementation.
- Transition call between implementation team and ongoing service team to ensure setup is complete and client is comfortable
- Services provided by ADP:
 - Provide Initial training on Workforce Manager software
 - Initial setup of ADP Workforce Manager system
 - Initial setup and configuration of employee time collection methods
 - Initial setup of PTO policies and configuration between Workforce Manager and Payroll

- Initial setup of request approvals and workflows
- Initial setup of schedules
- Initial configuration of time tracking rules including rounding, scheduling, and exceptions
- Additional fees may be charged for updates and changes to system configuration after project is complete (transitioned from implementation to service)

Pricing

5Y3

Billed every month \$4,760.00
From September 1, 2024, until change required

- ✓ Baker Tilly Workforce Technology Solutions - HR Plus Bundle
- ✓ Baker Tilly Workforce Technology Solutions - Benefits Administration w/ ACA Reporting
- ✓ Baker Tilly Workforce Technology Solutions - Additional Tax Jurisdiction x 14
- ✓ Baker Tilly Workforce Technology Solutions - Consulting
- ✓ Baker Tilly Workforce Technology Solutions - Workforce Manager

Billed on August 8, 2025 \$250.00

- ✓ Baker Tilly Workforce Technology Solutions - Consulting

Billed on acceptance \$8,075.00

- ✓ Baker Tilly Workforce Technology Solutions - Workforce Manager - Implementation

6YJ

Billed every month \$245.00
From acceptance, until change required

- ✓ Baker Tilly Workforce Technology Solutions - HR Plus Bundle
- ✓ Baker Tilly Workforce Technology Solutions - Benefits Administration w/ ACA Reporting
- ✓ Baker Tilly Workforce Technology Solutions - Additional Tax Jurisdiction
- ✓ Baker Tilly Workforce Technology Solutions - Consulting

6YL

Billed every month \$920.00
From acceptance, until change required

- ✓ Baker Tilly Workforce Technology Solutions - HR Plus Bundle
- ✓ Baker Tilly Workforce Technology Solutions - Benefits Administration w/ ACA Reporting
- ✓ Baker Tilly Workforce Technology Solutions - Additional Tax Jurisdiction x 7

- ✓ Baker Tilly Workforce Technology Solutions - Consulting
- ✓ Baker Tilly Workforce Technology Solutions - Workforce Manager

Billed on acceptance

\$2,925.00

- ✓ Baker Tilly Workforce Technology Solutions - Workforce Manager - Implementation

General Terms and Conditions

Richard R. Aguirre
Goshen, Indiana, City of
202 South Fifth Street, Suite 2
Goshen, IN, 46528-3714
USA

Dear Richard R. Aguirre,

ENGAGEMENT LETTER – Baker Tilly Advisory Group, LP and Goshen, Indiana, City of

This Statement of Work and the standard business terms attached hereto (collectively, the "Engagement Agreement") confirms the services Goshen, Indiana, City of, its successor or additional business entities ("the Company" or "you") has asked Baker Tilly Advisory Group, LP ("Baker Tilly", we", us" or "our") to perform and the terms under which we have agreed to provide the services.

Please read this Engagement Agreement carefully, because it outlines expectations and responsibilities for both Baker Tilly and the Company. The intention of this Engagement Agreement is to confirm your agreement with what is included with our services as well as the limitations of the services you have asked us to perform. If you have any questions regarding this letter please call to discuss prior to signing it.

Services To Be Provided

You have requested that we will assist you in the initial coordination of ADP's processing of your payroll and ADP's providing of certain other human resource ("HR") related services as outlined below. These services will be provided to you by ADP via ADP's Workforce Now cloud-based software as detailed in the Service Summary provided. Following the initial coordination of the services to be provided by ADP we will provide you with ongoing coordination and assistance as follows:

- Access to dedicated ADP software and services support team via direct phone line and email
- Compliance consulting services, if requested, relating to federal and state payroll filings (W-2, 941, etc.). Services available to be provided up to 2 times per calendar year.
- Assistance as requested with tax notice submission to ADP, resolution tracking, and follow up through resolution.
- Consulting relating annual rate increases/decreases for wages, benefits, deductions, etc.. (guidance with updating employee records)
- Ongoing support including assistance with:
 - General earnings/deduction code maintenance and setup
 - Garnishment/Levy/Child Support setup
 - Mediation between ADP support and you to help resolve issues or answer questions
 - Escalation of support issues at ADP to resolve if we deem it necessary to resolve through non-standard channels.
 - General payroll inquiries that do not require significant time (10 minutes or less) or specialized knowledge or skills to answer.
- Implementation and pre-engagement support
 - Assistance with system and service selection
 - Coordination of product demonstrations and other telephone/video conferences

- Assistance in gathering required information for implementation
- Ongoing support and coordination throughout the implementation process (can be up to 6 months long)
- Organization and coordination of implementation meetings between client and ADP implementation team. Providing expectations to both sides for results and timeline and assistance with delegation of responsibilities throughout implementation.

The objective of our engagement is to provide you with the tools and support to process your payroll and other human resource ("HR") related functions as outlined above. Additional services and tools may be available to you outside of this engagement. If additional needs are identified by us or you, a separate Statement of Work will be necessary to facilitate us providing those additional services to you.

Our Responsibilities and Limitations

We will not perform management functions or make management decisions and are not responsible for the ongoing performance, training and development of Company associates or management. Baker Tilly, in its sole professional judgment, reserves the right to refuse to take any action that could be construed as making management decisions or performing management functions and will notify the Company of such refusal.

We will not perform any activities that are management's responsibility, including, but not limited to the following:

- determining or changing journal entries, any account codings or classifications of transactions, or any other accounting records without first obtaining your approval
- authorizing, approving, executing or consummating transactions or otherwise exercising authority on your behalf
- preparing source documents, in electronic or other form, that evidence the occurrence of a transaction making changes to source documents without your approval
- accepting responsibility to authorize or execute payment of your funds, electronically or otherwise
- releasing payroll information to ADP or any other entity designated by you without your prior review, approval and authorization
- accepting responsibility to sign or cosign your checks
- maintaining your bank account or otherwise having custody of your assets or funds
- making credit or banking decisions on your behalf
- approving vendor invoices for payment
- designing, implementing, maintaining or performing ongoing evaluations of your internal control

Our services do not include independent contractor classifications, labor regulation compliance or Employee Retirement Income Security Act compliance.

We are not being engaged to prepare, process, or compile your payroll and employee records. We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us or to ADP for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion.

In addition to ADP, we may, from time to time, and depending on the circumstances, use other third-party service providers in assisting with the coordination of the services to be provided to you by ADP, and in providing that assistance, may share confidential information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. However, at your request, we can develop a separate engagement to identify potential deficiencies or material weaknesses in your internal control as it relates to the processing of your payroll.

Management's Responsibilities, Representations, and Warranties

In connection with the payroll related services to be provided, management agrees to:

- Assume all management responsibilities, including making all management decisions and performing all management functions.
- Oversee the services, by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.

You are responsible for the accuracy of the payroll and all other information that you provide to ADP. It is your responsibility to review and approve all payroll reports and other payroll related information prepared by ADP, including any payment or direct deposit amounts. ADP's processing of your payroll and ADP's providing of HR related services as outlined above is subject to the terms and conditions agreed upon by you and ADP. You agree that Baker Tilly has no responsibility or liability whatsoever for ADP's performance in processing your payroll and ADP's performance in providing the applicable HR related services as outlined above and waive any claims against Baker Tilly related to ADP's performance of its obligations under the terms and conditions that you and ADP agreed upon.

In connection with the payroll related services to be provided, You represent and warrant to us that:

- You have full power and authority to provide any information necessary to utilize the Services.
- All information provided to us and/or ADP in order to utilize the Services is true and accurate, including all information submitted to ADP for registration and billing.
- You grant to us permission to process the information you provide to us, and to share the same with ADP as may be necessary to provide the Services as stated in the prior section of this engagement letter.
- You are only using ADP money movement services to disburse payroll related payments in compliance with applicable anti-money laundering laws, rules and regulations.

Under Rule 1.700.040 of the AICPA Code of Professional Conduct, we are required to obtain your specific consent before disclosing your confidential information to ADP, a third party service provider. By signing this engagement letter you specifically consent to our disclosure of your confidential information to ADP to the extent necessary to perform the Services. Such information may include, but is not limited to, employee information and documentation, corporate ID verification documents, historical payroll tax returns, state and federal power of attorney forms, payroll funding information and bank account details.

Record Retention

By signing this Engagement Agreement you confirm that you agree that Baker Tilly is not liable for record retention. You at all times assume responsibility for the decision to maintain hard copies of your original documents.

All work paper and miscellaneous report copies that we are not required to retain are shredded at the conclusion of the Services. At the end of seven years files may be destroyed.

In the unlikely event that we do obtain any hard copy documents from you, all original paper documents provided by you will be returned to you promptly as our services are complete. We do not keep copies of all documents. It is your responsibility to safeguard your documents in case of future need. We may occasionally keep some copies we deem necessary to our Services.

Ownership of Workpapers

The documentation related to this engagement, including any workpapers, is the property of Baker Tilly Advisory Group, LP and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory record retention requirements. If we are required by law, regulation, or professional standards to make certain documentation available to Regulators, the Company hereby authorizes us to do so.

Engagement Fees

Invoices for the services outlined above will be rendered at the beginning of each month as work progresses and are payable on presentation. A charge of 1.5% per month shall be imposed on accounts not paid within thirty (30) days of receipt of our

statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our payroll related services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our fees, as summarized in the Payment Schedule provided, are based upon the current payroll [and HR] laws and regulations that have been issued and are effective as of the date of this letter. Should additional laws and regulations be issued subsequent to, or become effective for the periods covered by this engagement, our fees may be adjusted accordingly.

Transition Services

One-time fees to transition your records onto the ADP software outlined in the Service Summary and Payment Schedule sections will be due upon signing this Statement of Work. No transition work will commence until payment is received. Additional fees may be charged if the balances provided at the time of transition are not already reconciled to source documents or cannot otherwise be easily verified for their completeness and accuracy. We will bring these items to your attention when discovered and discuss necessary procedures and fees.

Monthly Services

Our monthly fee for payroll services is based on our understanding of your needs and structure as outlined in detail in Services to be Provided section as well as the Service Summary section of this Statement of Work. The Company will be billed in accordance with the outlined recurring fees detailed in the Payment Schedule provided each month for these services. Invoices will be issued at the beginning of each month for services to be performed that month and are due upon receipt. These fees are comprised of a combination of software, support, and technology fees paid to ADP on your behalf and general support services provided by Baker Tilly staff. Fees are subject to an annual review and also may be increased at any time due to changes in scope of services, technology, and labor costs.

- ADP software bundles and tools to be provided to you by ADP under the terms of your separate agreement with ADP are outlined in the Service Summary section of this Statement of Work.

The Company is responsible for any other out-of-pocket fees and expenses required in the course of providing our services other than the ADP services described above. We will obtain your approval prior to incurring significant out-of-pocket expenses. In addition, you may incur additional expenses with ADP for state/city applied for fees, wire transfer initiations, NSF charges, check/ACH reversals, check/payment reissuances, and early cashing of ADP TotalPay checks. These additional expenses will be paid to ADP by Baker Tilly and will be billed back to you as they are assessed.

Special projects may be also be required from time to time. Individual projects expected to be more than \$1,000 to complete will be explained and quoted prior to the commencement of work in a Scope Change Request.

During transition and thereafter, a successful working relationship requires a significant commitment on our part, as well as yours. You are responsible for providing information in a timely manner and by agreed upon due dates including responses to questions, calls for decisions, and devoting the resources necessary to achieve the objectives of the services. If the information you provide is not submitted in a timely manner or is incomplete or unusable, we reserve the right to charge additional fees and expenses for services required to correct the problem and/or update your accounting records upon receipt of past-due information. If this occurs, we will contact you to discuss the matter and the anticipated delay in performing our services.

Suspension or Termination of Services

We reserve the right to suspend or terminate our services, with 60 days prior notice in the event of nonpayment or other material default on your part that has not been cured within 10 days of written notice being provided to you of such default..

If our provision of services to you ends for any reason, you will have the option to continue any ADP services at your expense and will be subject to general ADP retail terms and pricing. You understand that if you do not assume responsibility for these services that they may be cancelled. Additional fees may apply if you request copies (digital or hard copy) of records from ADP.

If the provision of services is suspended or terminated as provided herein, you agree that we will not be responsible for your failure to meet government and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages, including consequential damages.

Acknowledgement

The following signatures acknowledge the agreement to conduct the project as defined within this Statement of Work and in Baker Tilly's Standard Business Terms attached to this Statement of Work and incorporated herein. If you are in agreement with this letter, please sign the letter below as well as the last page of the Standard Business Terms to execute this engagement. If you have any questions regarding this Engagement Agreement, please contact at .

Yours sincerely,

Baker Tilly Advisory Group, LP

Acknowledgment of Terms of Engagement

By signing below, I confirm I have the authority to contract on behalf of Goshen, Indiana, City of I hereby agree to the terms of engagement dated On Acceptance as set out above in this letter of engagement.

I, Richard R. Aguirre, of Goshen, Indiana, City of confirm that I understand and agree to the terms of engagement.

Signed:

Print Name: Richard R. Aguirre

Date:

Baker Tilly Vantagen, LLC

Standard Business Terms

These Standard Business Terms ("Terms") govern the services provided by Baker Tilly Vantagen, LLC ("Baker Tilly Vantagen", "we", "us" or "our") set forth in the letter defining the scope of work (the "Letter") to which these Terms are attached (the "Services"). These Terms and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to Company by Baker Tilly Vantagen ("Online Offering"), together with the Letter to which they are attached, constitute the entire understanding and agreement between the client identified on such Letter (the "Client") and Baker Tilly Vantagen with respect to the Services described in the Letter (collectively, the Letter and these Terms are referred to as the "Agreement") and supersede and incorporate all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, these Terms and the terms of the Letter govern Baker Tilly Vantagen's provision of the Services described herein, and the Online Terms govern Company's use of the Online Offering. This Agreement's provisions shall not be deemed modified or amended by the conduct of the parties. If there is a conflict between these Terms and the terms of any Letter, these Terms shall govern.

Section 1. Confidentiality

With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party (the "Disclosing Party") as "Confidential Information" either by marking it as "confidential" prior to disclosure to the receiving party (the "Recipient") or, if such information is disclosed orally or by inspection, then by indicating to the Recipient that the information is confidential at the time of disclosure and confirming in writing to the Recipient, the confidential nature of the information within ten (10) business days of such disclosure, the Recipient agrees to: (i) protect the Confidential Information in the same manner in which it protects its confidential information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (A) publicly known, (B) already known to the Recipient, (C) disclosed by Recipient to a third party without restriction, (D) independently developed, or (E) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the Services performed. Subject to the foregoing, Baker Tilly Vantagen may disclose Client's Confidential Information to its subcontractors and subsidiaries.

Section 2. Deliverables

(a) Notwithstanding the above and solely with respect to ownership of deliverables in this Section, unless specified otherwise on the applicable Letter, materials specifically prepared by Baker Tilly Vantagen for Client as a deliverable under a Letter (each, a "Deliverable") may, when fully paid for by Client, be used, copied, distributed internally, and modified by Client but solely for its internal business purposes. Client shall not, without Baker Tilly Vantagen's prior written consent, disclose to a third party, publicly quote or make reference to the Deliverables. Baker Tilly Vantagen shall retain all right, title and interest in and to: (i) the Deliverables, including but not limited to, all patent, copyright, trademark and other intellectual property rights therein; and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the Deliverables or that Baker Tilly Vantagen may develop or supply in connection with this Agreement (the "Baker Tilly Vantagen Knowledge"). Subject to the confidentiality restrictions contained in Section 1, Baker Tilly Vantagen may use the Deliverables and the Baker Tilly Vantagen Knowledge for any purpose.

(b) The documentation for this engagement, including the workpapers, is not part of the Deliverables, is the property of Baker Tilly Vantagen and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly Vantagen does not retain any original client records, and we will return such records to you at the completion of the Services rendered under this engagement. When such records are returned to you, it is the Client's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly

Vantagen shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to Regulators, Client hereby authorizes us to do so.

Section 3. Acceptance

Client shall accept Deliverables which (i) substantially conform to the specifications in the Letter or (ii) where applicable, successfully complete the mutually agreed to acceptance test plan described in the Letter. Client will promptly give Baker Tilly Vantagen written notification of any nonconformance of the Deliverables with such requirements ("Nonconformance") within thirty (30) days following delivery of such Deliverables, and Baker Tilly Vantagen shall have a reasonable period of time, based on the severity and complexity of the Nonconformance, to correct the Nonconformance so that the Deliverables substantially conform to the specifications. If Client uses the Deliverable before acceptance, fails to promptly notify Baker Tilly Vantagen of any Nonconformance within such 30-day period, or delays the beginning of acceptance testing more than five (5) business days past the agreed upon date for the start of such acceptance testing as specified or otherwise determined under the Letter, then the Deliverable shall be deemed irrevocably accepted by the Client.

Section 4. Standards of Performance

Baker Tilly Vantagen shall perform its Services in conformity with the terms expressly set forth in this Agreement. Accordingly, our Services shall be evaluated on our substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown. Client acknowledges that the Services will involve the participation and cooperation of management and others of Client. Unless required by professional standards or Client and Baker Tilly Vantagen otherwise agree in writing, Baker Tilly Vantagen shall have no responsibility to update any of its work after its completion.

Section 5. Warranty

(a) Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and any Letter entered into pursuant hereto and the person signing this Agreement or such Letter on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.

(b) Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Baker Tilly Vantagen to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Baker Tilly Vantagen provides Services under this Agreement.

(c) Baker Tilly Vantagen warrants that any Services that it provides to Client under this Agreement and any Letter will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Baker Tilly Vantagen's warranty will be for Baker Tilly Vantagen, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Baker Tilly Vantagen's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Baker Tilly Vantagen's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Baker Tilly Vantagen or to the environment in which the Services are used (including the physical, network and systems environments) that are not authorized in writing by Baker Tilly Vantagen. If Client does not notify Baker Tilly Vantagen of a breach of Baker Tilly Vantagen's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.

(d) Baker Tilly Vantagen does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Baker Tilly Vantagen "AS IS." Baker Tilly Vantagen will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client, recognizing that Baker Tilly Vantagen is not the manufacturer of any Product, expressly waives any claim that Client may have against Baker Tilly Vantagen based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each, a "Claim") with respect to any Product and also waives any right to indemnification from Baker Tilly Vantagen against any

such Claim made against Client by another. Client acknowledges that no employee of Baker Tilly Vantagen or any other party is authorized to make any representation or warranty on behalf of Baker Tilly Vantagen that is not in this Agreement.

(e) This section 5 is Baker Tilly Vantagen's only warranty concerning the Services and any deliverable, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, ACCURACY, TITLE, noninfringement or fitness for a particular purpose, or otherwise.

Section 6. Limitation on Damages and Indemnification

(a) The liability (including attorney's fees and all other costs) of Baker Tilly Vantagen and its present or former partners, principals, agents or employees related to any claim for damages relating to the Services performed under this Agreement shall not exceed the fees paid to Baker Tilly Vantagen for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly Vantagen relating to such Services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays, interruptions or viruses arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

(b) As Baker Tilly Vantagen is performing the Services solely for the benefit of Client, Client will indemnify Baker Tilly Vantagen, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services, Client's use of the Deliverables, or this Agreement.

(c) In the event Baker Tilly Vantagen is requested by the Client; or required by government regulation, subpoena or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly Vantagen is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly Vantagen for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

(d) Because of the importance of the information that Client provides to Baker Tilly Vantagen with respect to Baker Tilly Vantagen's ability to perform the Services, Client hereby releases Baker Tilly Vantagen and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

(e) Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement.

(f) The terms of this Section 6 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of Client, Baker Tilly Vantagen or others), but these Terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These Terms shall also continue to apply after any termination of this Agreement.

(g) Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the Services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Section 7. Personnel

During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months

following completion, will be a fee equal to the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

Section 8. Data Privacy and Security

(a) To the extent the Services require Baker Tilly Vantagen to receive personal data or personal information from Client, Baker Tilly Vantagen may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly Vantagen's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly Vantagen's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly Vantagen or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly Vantagen is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly Vantagen shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Client's engagement and not for Baker Tilly Vantagen's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly Vantagen of any applicable privacy laws the personal data or personal information provided to Baker Tilly Vantagen is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly Vantagen to process such information in connection with the Services described herein. Client further understands Baker Tilly Vantagen, LLC, Baker Tilly US, LLP and Baker Tilly Advisory Group, LP will co-process Client data as necessary to perform the Services, pursuant to the alternative practice structure in place between Baker Tilly US, LLP and Baker Tilly Advisory Group, LP. Baker Tilly Vantagen is responsible for notifying Client if Baker Tilly Vantagen becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing. Client agrees that Baker Tilly Vantagen has the right to utilize Client data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by Client to be used for Baker Tilly Vantagen business purposes and with the outputs owned by Baker Tilly Vantagen. For clarity, Baker Tilly Vantagen will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly Vantagen's use of aggregated/de-identified data.

(b) Baker Tilly Vantagen has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly Vantagen's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly Vantagen of any additions, changes or removals of access for Client personnel to Baker Tilly Vantagen provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this Agreement, Client should timely notify Baker Tilly Vantagen via email at dataprotectionofficer@bakertilly.com.

Section 9. Termination

(a) This Agreement may be terminated at any time by either party upon written notice to the other. However, upon termination of this Agreement, this Agreement will continue to remain in effect with respect to any Letter(s) already issued at the time of such termination, until such Letters are themselves either terminated or the performance thereunder is completed.

(b) This Agreement and all Letters may be terminated by either party effective immediately and without notice, upon: (i) the

dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

(c) Client shall pay Baker Tilly Vantagen for all Services rendered and expenses incurred as of the date of termination, and shall reimburse Baker Tilly Vantagen for all reasonable costs associated with any termination. In the event that collection procedures are required, Client agrees to be responsible for all expenses of collection including related attorneys' fees.

(d) Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Agreement shall survive the expiration or termination of this Agreement or any Letter.

Section 10. Dispute Resolution

(a) Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation or termination of this Agreement shall be resolved as set forth in this Section using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association ("AAA") under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly Vantagen office providing the relevant Services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with this Agreement or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Agreement, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

(b) Because a breach of any the provisions of this Agreement concerning confidentiality or intellectual property rights will irreparably harm the nonbreaching party, Client and Baker Tilly Vantagen agree that if a party breaches any of its obligations thereunder, the nonbreaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief

(including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Section 11. Force Majeure

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

Section 12. Taxes

Baker Tilly Vantagen's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the "Taxes"). All applicable Taxes shall be paid by Client without deduction from any fees owed by Client to Baker Tilly Vantagen. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly Vantagen, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this Section 12.

Section 13. Notices

Any notice or communication required or permitted under this Agreement or any Letter shall be in writing and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified on the signature page of this Agreement or such other address as either party may from time to time designate to the other using this procedure.

Section 14. Miscellaneous

(a) This Agreement, any Letter(s) and any applicable Online Terms related to any Online Offering constitute the entire agreement between Baker Tilly Vantagen and Client with respect to the subject matter hereof and supersede all prior agreements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof. For clarity and avoidance of doubt, these Terms govern Baker Tilly Vantagen's provision of the Services described herein, and the Online Terms govern Company's use of the Online Offering. No terms in any Client purchase order that are different from, or additional to, the terms of this Agreement will be accorded any legal effect and are specifically hereby objected to by Baker Tilly Vantagen. This Agreement and any Letter cannot be amended unless in writing and signed by duly authorized representatives of each party. Headings in this Agreement are included for convenience only and are not to be used to construe or interpret this Agreement.

(b) In the event that any provision of this Agreement or any Letter is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement or such Letter did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Agreement would impair Baker Tilly Vantagen's independence under its rules, such provision(s) shall be of no effect.

(c) Neither this Agreement, any Letter, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Baker Tilly Vantagen. Baker Tilly Vantagen may assign and transfer this Agreement and any Letter to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.

(d) The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Illinois, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Agreement shall be brought exclusively in the State of Illinois. Both parties consent to the personal jurisdiction of the state and federal courts located in Illinois.

(e) The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other. Baker Tilly Vantagen shall have no authority to bind Client to any third-party agreement. Though the Services may include Baker Tilly Vantagen's advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, Client.

(f) The failure of either party at any time to enforce any of the provisions of this Agreement or a Letter will in no way be construed as a waiver of such provisions and will not affect the right of party thereafter to enforce each and every provision thereof in accordance with its terms.

(g) Client acknowledges that: (i) Baker Tilly Vantagen and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability or security of Internet e-mail, and (iii) Baker Tilly Vantagen shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption or alteration of any Internet e-mail.

(h) Except to the extent expressly provided to the contrary, no third-party beneficiaries are intended under this Agreement.

(i) The Services performed under this Agreement do not include the provision of legal advice and Baker Tilly Vantagen makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

(j) Baker Tilly Vantagen, LLC is a wholly owned subsidiary of Baker Tilly Advisory Group, LP. Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Vantagen, LLC, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Agreement Summary

Sender	Baker Tilly Advisory Group, LP
Sent Date	Invalid Date
Recipient	Goshen, Indiana, City of
Effective Start Date	On Acceptance
Payment Authority	None
Payment Method	None
Document ID	prop_m22mxw2nyg2qalqajc6a
Status	Draft



CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

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

donshuler@goshencity.com • www.goshenindiana.org
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

August 30, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Review Hearing – 111 S. 29th Street, Goshen, Indiana

The Board last held a hearing for this property on May 9, 2024. At the conclusion of the hearing, the Board modified the prior demolition order for the property and issued a new order, requiring repair of cited code violations within ninety (90) days. A copy of the Board's Record of Action and Continuous Enforcement Order issued following the May 9, 2024 hearing is attached.

The Board's Order set the matter for a review hearing for August 22, 2024. Due to the cancellation of the Board of Works meeting on that date, the hearing was rescheduled to September 5, 2024. The Legal Department sent a Notice of Rescheduled Hearing, attached, to the property owner via regular mail.

The purpose of the Board's hearing is to determine if there have been reasonable attempts to comply with the Board's May 9, 2024 Order. Depending on the Board's findings, it could take any of the following action:

- If the Board finds there has been substantial progress made or that repairs have been completed, the Board could do any of the following:
 - Issue no new order but continue the hearing until a later date;
 - Issue a new order requiring the repairs be completed by a certain date, with a review hearing; or
 - Issue an order rescinding the prior order and finding the building to no longer be an unsafe building.
- If the Board finds there has not been substantial progress and there has been a willful failure to comply, the Board may issue a civil penalty up to \$5,000.
 - If the Board issues a civil penalty, it may hold the penalty in abeyance and set a date for the owner to complete repairs/make progress to avoid entry of the penalty.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
REVIEW ORDER**

May 9, 2024

To: Eduardo Pizana
401 W. Oakridge Avenue
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: Eduardo Pizana

Substantial property of interest of record: None

The Order of the City of Goshen Building Commissioner dated November 3, 2023, and the City of Goshen Board of Public Works and Safety Unsafe Building Continuous Enforcement Order dated and signed February 8, 2024, (collectively, the "Order"), concerning the real estate located at 111 South 29th Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the "Real Estate"), all came before the Hearing Authority on May 9, 2024, for a hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

The Hearing Authority received testimony and evidence from the following:

City of Goshen Building Department

Property Owner

Other: _____

Based on the testimony and evidence, the Hearing Authority now finds and orders:

- There has been substantial progress made towards repairs to address the code violations as required by the Order. Therefore, the Hearing Authority continues this matter for further review of the Order to Thursday, _____, at 4:00 p.m. (local time), or soon thereafter, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.
 - There has been substantial progress made towards repairs to address the code violations as required by the Order. Therefore, the Hearing Authority now ORDERS that all repairs required by the Order be completed within 90 days. The Hearing Authority further ORDERS that a public hearing and a decision as to whether or not the Order and this order should otherwise be affirmed, rescinded, or further modified is set for Thursday, August 22, 2024, at 4:00 p.m. (local time), or soon thereafter, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana, to confirm all required repairs at the Real Estate have been permitted, completed, and inspected.
 - There has not been substantial progress made towards the repairs to address the code violations as required by the Order. There has been a willful failure to comply with the Order, and therefore a civil penalty is imposed against the property owners, Gabriel Camarena and Nicolas Camarena, in the amount of: _____.
- Payment of said civil penalty is due in full on or before _____.
 - The effective date of the civil penalty is postponed until _____.
 -

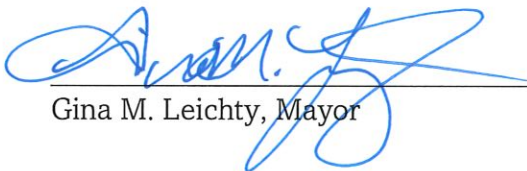
You are entitled to appeal this order to the Elkhart Superior Court by filing a verified complaint within ten (10) days of the date of this action. Should you fail to file a verified complaint within the specified time, then your right to appeal will be forfeited.

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.

SO ORDERED this May 9, 2024.

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 May 9, 2024

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


Notary Public

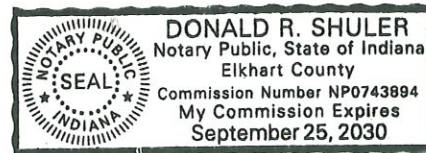


EXHIBIT A

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 Review Order of the City of Goshen Board of Public Works and Safety dated May 9, 2024, for the premises at 702 North Sixth Street, Goshen, Indiana, was served by sending a copy by regular first-class mail to the last known address of the following persons to be notified on May 9, 2024:

Eduardo Pizana
401 W. Oakridge Avenue
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

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).

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
NOTICE OF RESCHEDULED HEARING**

August 2, 2024

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:

Lots 517 and 519 in Wildens 2nd East Addition to the City of Goshen, and the East Half (E ½)
of the Vac Ally Adj W


Please be advised that the hearing scheduled for review of the enclosed Review Order of the City of Goshen Board of Public Works and Safety, previously scheduled for August 22, 2024, has been rescheduled for **Thursday, September 5, 2024 at 4:00 p.m. (local time)**, or soon thereafter. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

City of Goshen Board of Public Works and Safety
Unsafe Building Hearing Authority

Certificate of Service

The undersigned hereby certifies that the foregoing Notice of Rescheduled Hearing for the premises at 702 North 6th Street, Goshen, Indiana was served by sending a copy by regular first-class mail to the last known address of the following persons to be notified on August 2, 2024:

Eduardo Pizana
401 W. Oakridge Avenue
Goshen, Indiana 46528



Donald R. Shuler



CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

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

donshuler@goshencity.com • www.goshenindiana.org
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

August 30, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Review Hearing – 702 N. 6th Street, Goshen, Indiana

The Board last held a hearing for this property on May 9, 2024. At the conclusion of the hearing, the Board modified the prior demolition order for the property and issued a new order, requiring repair of cited code violations within ninety (90) days. A copy of the Board's Record of Action and Continuous Enforcement Order issued following the May 9, 2024 hearing is attached.

The Board's Order set the matter for a review hearing for August 22, 2024. Due to the cancellation of the Board of Works meeting on that date, the hearing was rescheduled to September 5, 2024. The Legal Department sent a Notice of Rescheduled Hearing, attached, to the property owners via regular mail.

The purpose of the Board's hearing is to determine if there have been reasonable attempts to comply with the Board's May 9, 2024 Order. Depending on the Board's findings, it could take any of the following action:

- If the Board finds there has been substantial progress made or that repairs have been completed, the Board could do any of the following:
 - Issue no new order but continue the hearing until a later date;
 - Issue a new order requiring the repairs be completed by a certain date, with a review hearing; or
 - Issue an order rescinding the prior order and finding the building to no longer be an unsafe building.
- If the Board finds there has not been substantial progress and there has been a willful failure to comply, the Board may issue a civil penalty up to \$5,000.
 - If the Board issues a civil penalty, it may hold the penalty in abeyance and set a date for the owner to complete repairs/make progress to avoid entry of the penalty.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
REVIEW ORDER**

May 9, 2024

To: Nicolas Camarena Gabriel Camarena
 703 W 1250 N 988 E. Beer Road
 Milford, Indiana 46542 Milford, Indiana 46542

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: Gabriel Camarena and Nicolas Camarena

Substantial property of interest of record: None

The Order of the City of Goshen Building Commissioner dated November 1, 2023, and the City of Goshen Board of Public Works and Safety Unsafe Building Continuous Enforcement Order dated and signed February 8, 2024, (collectively, the "Order"), concerning the real estate located at 702 North Sixth Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the "Real Estate"), all came before the Hearing Authority on May 9, 2024, for a hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

The Hearing Authority received testimony and evidence from the following:

City of Goshen Building Department

Property Owner

Other: _____

Based on the testimony and evidence, the Hearing Authority now finds and orders:

- There has been substantial progress made towards repairs to address the code violations as required by the Order. Therefore, the Hearing Authority continues this matter for further review of the Order to Thursday, _____, at 4:00 p.m. (local time), or soon thereafter, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.
 - There has been substantial progress made towards repairs to address the code violations as required by the Order. Therefore, the Hearing Authority now ORDERS that all repairs required by the Order be completed within 90 days. The Hearing Authority further ORDERS that a public hearing and a decision as to whether or not the Order and this order should otherwise be affirmed, rescinded, or further modified is set for Thursday, August 22, 2024, at 4:00 p.m. (local time), or soon thereafter, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana, to confirm all required repairs at the Real Estate have been permitted, completed, and inspected.
 - There has not been substantial progress made towards the repairs to address the code violations as required by the Order. There has been a willful failure to comply with the Order, and therefore a civil penalty is imposed against the property owners, Gabriel Camarena and Nicolas Camarena, in the amount of: _____.
- Payment of said civil penalty is due in full on or before _____.
 - The effective date of the civil penalty is postponed until _____.
 -


You are entitled to appeal 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.

SO ORDERED this May 9, 2024.

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 May 9, 2024

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


Notary Public

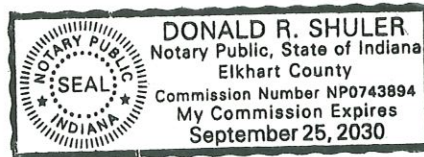


EXHIBIT A

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 Review Order of the City of Goshen Board of Public Works and Safety dated May 9, 2024, for the premises at 702 North Sixth Street, Goshen, Indiana, was served by sending a copy by regular first-class mail to the last known address of the following persons to be notified on May 9, 2024:

Nicolas Camarena
703 W 1250 N
Milford, Indiana 46542

Gabriel Camarena
988 E. Beer Road
Milford, Indiana 46542



Donald R. Shuler, #26587-71
Assistant City Attorney
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

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).

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
NOTICE OF RESCHEDULED HEARING**

August 2, 2024

IN RE: Violation of Goshen City Code

Property located at: 702 North 6th Street, Goshen, Indiana
Property Tax Code: 20-11-04-482-007.000-015
Property Legal Description:

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.

Please be advised that the hearing scheduled for review of the enclosed Review Order of the City of Goshen Board of Public Works and Safety, previously scheduled for August 22, 2024, has been rescheduled for **Thursday, September 5, 2024 at 4:00 p.m. (local time)**, or soon thereafter. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

City of Goshen Board of Public Works and Safety
Unsafe Building Hearing Authority

Certificate of Service

The undersigned hereby certifies that the foregoing Notice of Rescheduled Hearing for the premises at 702 North 6th Street, Goshen, Indiana was served by sending a copy by regular first-class mail to the last known address of the following persons to be notified on August 2, 2024:

Nicolas Camarena
703 W 1250 N
Milford, Indiana 46542

Gabriel Camarena
988 E. Beer Road
Milford, Indiana 46542



Donald R. Shuler



CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

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

donshuler@goshencity.com • www.goshenindiana.org
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

August 30, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Review Hearing – 208 Queen Street, Goshen, Indiana

The Board last held a hearing for this property on May 23, 2024. At the conclusion of the hearing, the Board affirmed the prior demolition order for the property, requiring demolition or completion of all repairs of cited violations within ninety (90) days. A copy of the Board's Record of Action and Continuous Enforcement Order issued following the May 23, 2024 hearing is attached.

The Board's Order set the matter for a review hearing for September 5, 2024. The Legal Department sent the Order containing notice of the hearing to the property owner via regular mail.

The purpose of the Board's hearing is to determine if there have been reasonable attempts to comply with the Board's May 23, 2024 Order. Depending on the Board's findings, it could take any of the following action:

- If the Board finds there has been substantial progress made or that repairs have been completed, the Board could do any of the following:
 - Issue no new order but continue the hearing until a later date;
 - Issue a new order requiring the repairs be completed by a certain date, with a review hearing; or
 - Issue an order rescinding the prior order and finding the building to no longer be an unsafe building.
- If the Board finds there has not been substantial progress and there has been a willful failure to comply, the Board may do any of the following:
 - Affirm the prior and existing demolition order, with no option for repair.
 - Issue a civil penalty up to \$5,000.
 - If the Board issues a civil penalty, it may hold the penalty in abeyance and set a date for the owner to complete repairs/make progress to avoid entry of the penalty.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
REVIEW ORDER**

May 23, 2024

To: Leopoldo Mendoza
711 Chicago Avenue, Apt. #1
Goshen, Indiana 46528

IN RE: Violation of Goshen City Code
Property located at: 208 Queen Street, Goshen, Indiana
Property Tax Code: 20-11-04-459-008.000-015
Property owner(s) of record: Leopoldo Mendoza
Substantial property of interest of record: None

The Order of the City of Goshen Building Commissioner dated November 3, 2023, and the City of Goshen Board of Public Works and Safety Unsafe Building Continuous Enforcement Order dated and signed February 8, 2024, (collectively, the "Order"), concerning the real estate located at 208 Queen Street, Goshen, Indiana and more particularly described as follows:

Lot Numbered Two Hundred Sixty-five (265) and Two Hundred Sixty-six (266) in Wilden's Third Addition to the City of Goshen, Indiana.

(hereinafter the "Real Estate"), all came before the Hearing Authority on May 23, 2024, for a hearing and a decision as to whether the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

The Hearing Authority received testimony and evidence from the following:

- City of Goshen Building Department
- Property Owner
- Other: _____

Based on the testimony and evidence, the Hearing Authority now finds and orders:

- There has been progress made towards repairs to address the code violations as required by the Order, but not substantial progress. Therefore, the Hearing Authority continues this matter for further review of the Order to Thursday, _____, at 4:00 p.m. (local time), or soon thereafter, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.
- There has been progress made towards repairs to address the code violations as required by the Order, but not substantial progress. Therefore, the Hearing Authority now ORDERS that the Order is affirmed in all respects and the Property Owner shall demolish the unsafe structure at the real estate or complete all repairs required by the Order within 90 days. The Hearing Authority further ORDERS that a public hearing and a decision as to whether or not the Order and this order should otherwise be affirmed, rescinded, or further modified is set for Thursday, September 5, 2024, at 4:00 p.m. (local time), or soon thereafter, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana, to confirm demolition has occurred or that all required repairs at the Real Estate have been permitted, completed, and inspected.
- There has not been substantial progress made towards the repairs to address the code violations as required by the Order. There has been a willful failure to comply with the Order, and therefore a civil penalty is imposed against the property owner, Leopoldo Mendoza, in the amount of: _____.
 - Payment of said civil penalty is due in full on or before _____.
 - The effective date of the civil penalty is postponed until _____.

You are entitled to appeal 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.

SO ORDERED this May 23, 2024.

City of Goshen Board of Public Work and Safety

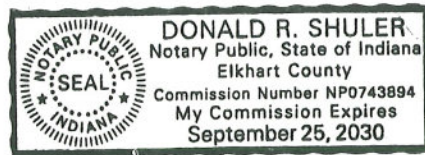
By: Michael A Landis
Michael Landis, Acting Chair

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 Michael Landis, Acting Chair, and acknowledged execution of the foregoing Order on May 23, 2024

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

Donald R. Shuler
Notary Public



Certificate of Service

The undersigned hereby certifies that the foregoing Review Order of the City of Goshen Board of Public Works and Safety dated May 23, 2024, for the premises at 208 Queen Street, Goshen, Indiana, was served by sending a copy by regular first-class mail to the last known address of the following persons to be notified on May 29, 2024:

Leopoldo Mendoza
711 Chicago Avenue, Apt. #1
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

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).