



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. June 21, 2021

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

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

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – None

Approval of Agenda

- (1) Request to close 13th Street for block party: College Farm Neighborhood Assoc.
- (2) PD: Resignation of Officer Logan Campbell
- (3) PD Conditional Offer of Employment Agreement with Adriana Isabel Fernandez
- (4) FD Conditional Offer of Employment Agreement with Michael L. Fairfield
- (5) FD Conditional Offer of Employment Agreement with Daniel J. Kurtz
- (6) FD Conditional Offer of Employment Agreement with Timothy C. Perry
- (7) Resolution 2021-16: City of Goshen Bicycle Registration Program
- (8) Unpaid final accounts
- (9) Approval of Amended CDBG-CARES Act Agreements
- (10) Change Order 1: Asphalt Paving Project, JN: 2021-0002



(11) Building Commissioner Order: 4410 Midway Road

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment

College Farm Neighborhood

June 15, 2021

To: Goshen Board of Public Works

From: Craig Yoder – College Farm Neighborhood

Re: College Farm Neighborhood Block Party

Date: August 7, 2021

The College Farm Neighborhood, consisting of the area South of College Avenue from 12th Street to 15th Street, is requesting permission to hold a Neighborhood Block Party on the 1800 block of South 13th Street between Mervin Avenue and Leroy Street on Saturday August 7, 2021, from 6:30 to 9:00 PM. The College Farm Neighborhood Committee requests this one block be closed during this time.

Thank you for considering this request.

Craig Yoder – Committee Member

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member DeWayne Riouse

Date: June 21st, 2021

From: Jose' Miller, Chief of Police

Reference: Request to Accept Resignation of Officer Logan K. Campbell

I am requesting that the Board of Public Works and Safety approve the resignation of Officer Logan Campbell effective July 7th, 2021. Officer Campbell has submitted his resignation from the Goshen Police Department and intends on leaving law enforcement to go back to the private sector for employment. Officer Campbell said this decision was a difficult one however, it is best for him and his family. Officer Campbell has accepted a position at a business in the private sector. I want to thank Officer Campbell for serving our community for 4 ½ years and wish him the best of luck in his future.

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

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

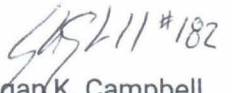
Chief Jose Miller,

I write this letter to inform you of my resignation as Patrolman from the City of Goshen Police Department. I have recently been offered a position in the private sector and I have accepted. This has been one of the most difficult decisions I have ever had to make. I have struggled with it for several years, and I believe that this is the best path for me to take.

I am grateful for the opportunity that the Goshen Police Department offered me several years ago, and I have many fond memories to look back on. All I wanted to do when I was a child was be a police officer, like my father before me. When I began my journey into law enforcement in 2010, I was eager to be a part of something larger than myself. I am so blessed to have been involved in several different organizations revolving around law enforcement for as long as I have. My goal was met.

It is now time for me to close this chapter in my life and move on. I am thankful for the City of Goshen's support throughout my employment. I wish you all the best. My final day of employment with the Goshen Police Department will be Wednesday, July 7th.

Respectfully,


Logan K. Campbell
06/14/2021



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

June 21, 2021

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Police Department Conditional Offer of Employment to Adriana Isabel Fernandez

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

The agreement sets forth the conditions that Adriana Isabel Fernandez must meet prior to beginning employment with the Police Department as a probationary patrol officer, and requires Adriana to successfully complete all training requirements once employed.

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

Suggested motions:

- (1) Move to extend a conditional offer of employment to Adriana Isabel Fernandez as a probationary patrol officer.
- (2) Move to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Adriana Isabel Fernandez.

CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on _____, 2021, between the **City of Goshen, Indiana**, by and through the Goshen Board of Public Works and Safety (City), and **Adriana Isabel Fernandez** (Fernandez).

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

PREREQUISITES TO BEGINNING EMPLOYMENT

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

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

- (5) City and Fernandez understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund.

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

AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS

- (1) As a condition of employment, Fernandez is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Fernandez agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Fernandez's first day of employment with City.
- (2) As a further condition of employment, City shall require and Fernandez agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Fernandez agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Fernandez will be paid for the time Fernandez spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Fernandez fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Fernandez's first day of employment with City, Fernandez's employment with City and the Goshen City Police Department shall terminate.

AMENDMENT

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

SEVERABILITY

If any provision, covenant, or portion of this agreement or its application to any person, entity or property is held to be invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this agreement.

INTEGRATION

This agreement supercedes all prior agreements and negotiations that relate to the subject matter and is a full integration of the agreement of the parties.

INDIANA LAW

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

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that this agreement may not be assigned without the written consent of the parties.

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

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

Adriana Isabel Fernandez

By: _____
Jeremy P. Stutsman, Mayor

Date: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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June 21, 2021

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Fire Department Conditional Offer of Employment to Michael L. Fairfield

On behalf of the Fire Department, it is recommended that the Board extend a conditional offer of employment to Michael L. Fairfield, as well as approve and authorize the Mayor to execute the attached Conditional Offer of Employment Agreement.

The agreement sets forth the conditions that Michael L. Fairfield must meet prior to beginning employment with the Fire Department as a probationary firefighter, and requires Michael to successfully complete all training requirements once employed and serve as an active paramedic.

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

Suggested motions:

- (1) Move to extend a conditional offer of employment to Michael L. Fairfield as a probationary firefighter.
- (2) Move to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Michael L. Fairfield.

CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on _____, 2021, between the **City of Goshen, Indiana**, by and through the Goshen Board of Public Works and Safety (City), and **Michael L. Fairfield** (Fairfield).

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

PREREQUISITES TO BEGINNING EMPLOYMENT

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

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

- (5) City and Fairfield understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund.

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

AGREE TO ENROLL AND COMPLETE FIREFIGHTER I/II TRAINING

- (1) As a condition of employment, Fairfield is required to successfully complete a Firefighter I/II training program and obtain Firefighter I/II certification. Fairfield agrees to attend the training program when instructed to do so, and successfully complete the training program and obtain Firefighter I/II certification within twelve (12) months from the first day of the training.
- (2) City will pay the cost of the training program and Fairfield will be paid for the time Fairfield spends in the training program under paragraph (1). City will pay the cost for Fairfield to attend the Firefighter I/II training program one (1) time.
- (3) If Fairfield refuses to attend the Firefighter I/II training program or fails to successfully complete the Firefighter I/II training program and obtain Firefighter I/II certification within twelve (12) months of the first day of the training, Fairfield's employment with City and the Goshen City Fire Department shall terminate.

AGREE TO ENROLL AND COMPLETE PARAMEDIC TRAINING, BECOME CERTIFIED/LICENSED, AND SERVE AS A PARAMEDIC

- (1) As a condition of employment, City shall require and Fairfield agrees to attend and successfully complete a paramedic training course and obtain an Indiana paramedic certification/license.
- (2) After consultation, the Fire Chief will instruct Fairfield when to enroll in the paramedic training course. Fairfield shall schedule all training sessions when Fairfield is scheduled to work to the extent possible.
- (3) City will pay the cost of the paramedic training and Fairfield will be paid for the time Fairfield spends in class and required clinical sessions. City will pay for Fairfield to attend the paramedic training course one (1) time. City will not pay for a refresher course or time for Fairfield to attend a refresher course.
- (4) Fairfield shall have twenty-four (24) months from the first day of paramedic class to complete the paramedic training course. Fairfield agrees to obtain an Indiana paramedic certification/license within one (1) year after completion of the paramedic training course.
- (5) If Fairfield refuses to attend the paramedic training course when instructed to do so, fails to successfully complete the paramedic training course within twenty-four (24) months from the first day of paramedic class, or fails to obtain an Indiana paramedic certification/license within one (1)

year after completion of the paramedic training course, Fairfield's employment with City and the Goshen City Fire Department will be terminated for cause.

- (6) If Fairfield leaves employment with City and the Goshen City Fire Department before receiving an Indiana paramedic certification/license, including termination, Fairfield agrees to repay City the City's actual cost for Fairfield to attend the paramedic training course, including the cost of the course and time City paid Fairfield to attend class and required clinical sessions. In no event shall the reimbursement amount exceed the sum of Fifteen Thousand Dollars (\$15,000).
- (7) Upon receiving an Indiana paramedic certification/license, Fairfield agrees to serve City as an active paramedic in accordance with the requirements set forth in the contract between the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time, and to maintain Fairfield's paramedic certification/license as long as Fairfield is required to serve City as a paramedic.
- (8) Fairfield agrees to serve City as an active paramedic for a minimum of three (3) full years. If Fairfield fails to serve City as an active paramedic for three (3) full years, Fairfield agrees to repay City a prorated portion of Fifteen Thousand Dollars (\$15,000) for the paramedic training. The Fifteen Thousand Dollars (\$15,000) will be credited at the rate of Five Thousand Dollars (\$5,000) for each full year Fairfield serves City as an active paramedic. (Credit will not be given for partial years of service.)

No repayment will be due City if Fairfield fails to serve as an active paramedic for three (3) full years because of disability or illness which make it impractical to continue to serve as a paramedic in the foreseeable future, or death.

- (9) Fairfield's repayment to City is due (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Fairfield's last day of employment with City. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Fairfield's last day of employment with City.

AMENDMENT

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

SEVERABILITY

If any provision, covenant, or portion of this agreement or its application to any person, entity or property is held to be invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this agreement.

INTEGRATION

This agreement supercedes all prior agreements and negotiations that relate to the subject matter and is a full integration of the agreement of the parties.

INDIANA LAW

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

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that this agreement may not be assigned without the written consent of the parties.

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

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

By: _____
Jeremy P. Stutsman, Mayor

Michael L. Fairfield

Date: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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June 21, 2021

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Fire Department Conditional Offer of Employment to Daniel J. Kurtz

On behalf of the Fire Department, it is recommended that the Board extend a conditional offer of employment to Daniel J. Kurtz, as well as approve and authorize the Mayor to execute the attached Conditional Offer of Employment Agreement.

The agreement sets forth the conditions that Daniel J. Kurtz must meet prior to beginning employment with the Fire Department as a probationary firefighter, and requires Daniel to successfully complete all training requirements once employed and serve as an active paramedic. This agreement also provides for the payment of a hiring bonus as Daniel is currently a certified paramedic.

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

Suggested motions:

- (1) Move to extend a conditional offer of employment to Daniel J. Kurtz as a probationary firefighter.
- (2) Move to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Daniel J. Kurtz which includes the payment of a paramedic hiring bonus.

CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on _____, 2021, between the **City of Goshen, Indiana**, by and through the Goshen Board of Public Works and Safety (City), and **Daniel J. Kurtz** (Kurtz).

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

PREREQUISITES TO BEGINNING EMPLOYMENT

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

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

- (5) City and Kurtz understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund.

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

AGREE TO ENROLL AND COMPLETE FIREFIGHTER I/II TRAINING

- (1) As a condition of employment, Kurtz is required to successfully complete a Firefighter I/II training program and obtain Firefighter I/II certification. Kurtz agrees to attend the training program when instructed to do so, and successfully complete the training program and obtain Firefighter I/II certification within twelve (12) months from the first day of the training.
- (2) City will pay the cost of the training program and Kurtz will be paid for the time Kurtz spends in the training program under paragraph (1). City will pay the cost for Kurtz to attend the Firefighter I/II training program one (1) time.
- (3) If Kurtz refuses to attend the Firefighter I/II training program or fails to successfully complete the Firefighter I/II training program and obtain Firefighter I/II certification within twelve (12) months of the first day of the training, Kurtz's employment with City and the Goshen City Fire Department shall terminate.

AGREE TO SERVE AS A PARAMEDIC

- (1) Kurtz currently possesses an Indiana paramedic certification/license. Kurtz acknowledges that as a condition of employment, Kurtz agrees to serve City as an active paramedic in accordance with the requirements set forth in the contract between the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time, and to maintain Kurtz's paramedic certification/license as long as Kurtz is required to serve City as a paramedic.
- (2) If Kurtz is a first time employee of the Goshen Fire Department, City agrees to pay Kurtz a bonus payment of Seven Thousand Five Hundred Dollars (\$7,500) payable in equal amounts over Kurtz's first three (3) years of employment with City. The first payment of Two Thousand Five Hundred Dollars (\$2,500) will be made upon Kurtz's first employment anniversary date with City and satisfactory completion of the probationary period. The second payment of Two Thousand Five Hundred Dollars (\$2,500) will be made on Kurtz's second employment anniversary date with City. The third and final payment of Two Thousand Five Hundred Dollars (\$2,500) will be made on Kurtz's third employment anniversary date with City.
- (3) If Kurtz fails to serve City as an active paramedic for any of the first three (3) full years of employment, Kurtz shall not be entitled to the any portion of the annual bonus payment for a partial year of service.

AMENDMENT

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

SEVERABILITY

If any provision, covenant, or portion of this agreement or its application to any person, entity or property is held to be invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this agreement.

INTEGRATION

This agreement supercedes all prior agreements and negotiations that relate to the subject matter and is a full integration of the agreement of the parties.

INDIANA LAW

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

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that this agreement may not be assigned without the written consent of the parties.

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

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

By: _____
Jeremy P. Stutsman, Mayor

Daniel J. Kurtz

Date: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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www.goshenindiana.org

June 21, 2021

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Fire Department Conditional Offer of Employment to Timothy C. Perry

On behalf of the Fire Department, it is recommended that the Board extend a conditional offer of employment to Timothy C. Perry, as well as approve and authorize the Mayor to execute the attached Conditional Offer of Employment Agreement.

The agreement sets forth the conditions that Timothy C. Perry must meet prior to beginning employment with the Fire Department as a probationary firefighter, and requires Timothy to successfully complete all training requirements once employed and serve as an active paramedic.

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

Suggested motions:

- (1) Move to extend a conditional offer of employment to Timothy C. Perry as a probationary firefighter.
- (2) Move to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Timothy C. Perry.

CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on _____, 2021, between the **City of Goshen, Indiana**, by and through the Goshen Board of Public Works and Safety (City), and **Timothy C. Perry** (Perry).

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

PREREQUISITES TO BEGINNING EMPLOYMENT

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

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

- (5) City and Perry understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund.

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

AGREE TO ENROLL AND COMPLETE FIREFIGHTER I/II TRAINING

- (1) As a condition of employment, Perry is required to successfully complete a Firefighter I/II training program and obtain Firefighter I/II certification. Perry agrees to attend the training program when instructed to do so, and successfully complete the training program and obtain Firefighter I/II certification within twelve (12) months from the first day of the training.
- (2) City will pay the cost of the training program and Perry will be paid for the time Perry spends in the training program under paragraph (1). City will pay the cost for Perry to attend the Firefighter I/II training program one (1) time.
- (3) If Perry refuses to attend the Firefighter I/II training program or fails to successfully complete the Firefighter I/II training program and obtain Firefighter I/II certification within twelve (12) months of the first day of the training, Perry's employment with City and the Goshen City Fire Department shall terminate.

AGREE TO ENROLL AND COMPLETE PARAMEDIC TRAINING, BECOME CERTIFIED/LICENSED, AND SERVE AS A PARAMEDIC

- (1) As a condition of employment, City shall require and Perry agrees to attend and successfully complete a paramedic training course and obtain an Indiana paramedic certification/license.
- (2) After consultation, the Fire Chief will instruct Perry when to enroll in the paramedic training course. Perry shall schedule all training sessions when Perry is scheduled to work to the extent possible.
- (3) City will pay the cost of the paramedic training and Perry will be paid for the time Perry spends in class and required clinical sessions. City will pay for Perry to attend the paramedic training course one (1) time. City will not pay for a refresher course or time for Perry to attend a refresher course.
- (4) Perry shall have twenty-four (24) months from the first day of paramedic class to complete the paramedic training course. Perry agrees to obtain an Indiana paramedic certification/license within one (1) year after completion of the paramedic training course.
- (5) If Perry refuses to attend the paramedic training course when instructed to do so, fails to successfully complete the paramedic training course within twenty-four (24) months from the first day of paramedic class, or fails to obtain an Indiana paramedic certification/license within one (1) year after completion of the paramedic training course, Perry's employment with City and the Goshen City Fire Department will be terminated for cause.

- (6) If Perry leaves employment with City and the Goshen City Fire Department before receiving an Indiana paramedic certification/license, including termination, Perry agrees to repay City the City's actual cost for Perry to attend the paramedic training course, including the cost of the course and time City paid Perry to attend class and required clinical sessions. In no event shall the reimbursement amount exceed the sum of Fifteen Thousand Dollars (\$15,000).
- (7) Upon receiving an Indiana paramedic certification/license, Perry agrees to serve City as an active paramedic in accordance with the requirements set forth in the contract between the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time, and to maintain Perry's paramedic certification/license as long as Perry is required to serve City as a paramedic.
- (8) Perry agrees to serve City as an active paramedic for a minimum of three (3) full years. If Perry fails to serve City as an active paramedic for three (3) full years, Perry agrees to repay City a prorated portion of Fifteen Thousand Dollars (\$15,000) for the paramedic training. The Fifteen Thousand Dollars (\$15,000) will be credited at the rate of Five Thousand Dollars (\$5,000) for each full year Perry serves City as an active paramedic. (Credit will not be given for partial years of service.)

No repayment will be due City if Perry fails to serve as an active paramedic for three (3) full years because of disability or illness which make it impractical to continue to serve as a paramedic in the foreseeable future, or death.

- (9) Perry's repayment to City is due (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Perry's last day of employment with City. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Perry's last day of employment with City.

AMENDMENT

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

SEVERABILITY

If any provision, covenant, or portion of this agreement or its application to any person, entity or property is held to be invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this agreement.

INTEGRATION

This agreement supercedes all prior agreements and negotiations that relate to the subject matter and is a full integration of the agreement of the parties.

INDIANA LAW

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

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that this agreement may not be assigned without the written consent of the parties.

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

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

By: _____
Jeremy P. Stutsman, Mayor

Timothy C. Perry

Date: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

June 21, 2021

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2021-16 – City of Goshen Bicycle Registration Program

The City wishes to continue providing a bicycle registration program, but no longer wishes to assess a bicycle registration fee for residents to voluntarily participate. The Goshen Common Council recently repealed the bicycle registration program, along with the bicycle registration fee, established by Ordinance 4599 and codified in Goshen City Code Title 4, Article 7, Chapter 1. The bicycle registration program will now be established by the Board of Public Works and Safety.

Resolution 2021-16 is to establish the City's bicycle registration program. A bicycle owner may voluntarily participate in the program by registering their bicycle at the Goshen Police Department, Goshen Fire Department, Goshen Parks and Recreation Department or Lincoln Avenue Cycle & Fitness.

Suggested Motion:

Move to pass and adopt Resolution 2021-16, City of Goshen Bicycle Registration Program.

RESOLUTION 2021-16

City of Goshen Bicycle Registration Program

WHEREAS the City of Goshen wishes to offer a Bicycle Registration Program to facilitate the identification, recovery and return of bicycles found in the city to the rightful owner.

WHEREAS participation in the Bicycle Registration Program is voluntary for residents of Goshen and the surrounding area.

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

- (1) A bicycle owner may register their bicycle with the City of Goshen by completing a registration form at any of the following locations:

Goshen Police Department

Goshen Police & Court Building • 111 East Jefferson Street, Goshen
Monday through Friday (excluding holidays) from 8 a.m. to 4 p.m.

Goshen Fire Department

Central Fire Station • 209 North Third Street, Goshen
Reliance Memorial Fire Station • 1728 Reliance Road, Goshen
College Avenue Fire Station • 1203 College Avenue, Goshen
Saturday (excluding holidays) from 8 a.m. to 12 p.m., provided that staff is available at the station and not out on a call.

Goshen Parks and Recreation Department

Goshen Parks and Recreation Administrative Office • 524 East Jackson Street, Goshen
Monday through Friday (excluding holidays) from 7 a.m. to 4 p.m.

Lincoln Avenue Cycling & Fitness

Lincoln Avenue Cycling & Fitness • 430 West Lincoln Avenue, Goshen
Regular business hours.

- (2) The bicycle owner will be issued a registration sticker to be affixed on the owner's bicycle and a card with the registration number for the bicycle. The identifying bicycle information is filed with the record of registration maintained by the City of Goshen Police Department.

- (3) The bicycle registration shall be valid as long as the bicycle owner is the owner of the bicycle. It shall be the responsibility of the bicycle owner to report a change of the owner's address or phone number to the City of Goshen Police Department. It shall also be the responsibility of the bicycle owner to report the sale, transfer, or disposal of a bicycle to the City of Goshen Police Department at the time of the sale, transfer, or disposal. The bicycle registration is not transferrable, and it shall be the responsibility of the new owner to register the bicycle by completing a registration form if the new owner chooses to do so.
- (4) There is no fee to register a bicycle.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on June _____, 2021.

Mayor

Board Member

Board Member

Board Member

Board Member

*****REQUEST*****

DATE: Monday, June 21, 2021

TO: GOSHEN BOARD OF WORKS

FROM: GOSHEN WATER & SEWER
KELLY SAENZ

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$5,855.06**
Collection letters were sent out and payments of **\$1,707.10** had been collected.

The uncollected amount equals **\$4,147.96**

Therefore I am requesting to move our uncollected finalized accounts from active to Collection,
Sewer Liens and Write offs.

These are accounts for the most part were finalized thru **Thursday, April 15, 2021**

WATER: \$2,808.23
SEWER: \$1,339.73

TOTALS

REPORT TOTAL		\$5,855.06
BPS TOTAL	\$2,560.96	\$3,294.10
COUNTY TOTAL	\$1,245.54	\$2,048.56
W-WRITE OFF	\$247.27	\$1,801.29
S-WRITE OFF	\$94.19	\$1,707.10
PAYMENT TOTAL	\$1,707.10	\$0.00
AGREEMENT TOTAL		

PAYMENTS 3/2021

<u>ACCOUNT #</u>	<u>CUSTOMER NAME</u>	<u>AMOUNT PD.</u>
235-0090-05	DAVID A SMITH	\$30.30
235-0200-14	SHANA E WASHINGTON	\$82.51
291-1410-05	LAZARO ALTAMIRANO RODRIGUEZ	\$6.37
310-1110-09	TIMOTHY J BAILEY	\$38.22
311-1470-14	JOHN HENDERSON	\$100.78
311-3980-11	ALISHA N GLASSBURN	\$129.69
315-1470-13	ANDREA EDWARDS	\$100.76
317-0220-10	JAMES YAAP	\$78.79
320-0360-02	LINDA L HOLLAND	\$66.75
320-4170-04	ROBYN MAY	\$70.37
340-2750-04	SHARON A MOORE	\$217.07
403-1610-05	LATASHA BAIZABAL	\$355.28
405-0350-02	PAULA ALTENHOF	\$233.00
405-1840-05	TINA M HYDE	\$6.20
423-2940-01	YVONNE LORRAINE SANDERS	\$17.39
423-2940-98	WILLIAM MURSCHEL	\$16.85
425-2700-01	MAURICIO VELAZQUEZ ISLAS	\$102.33
439-0890-02	CARRIE L GORSUCH	\$54.44

TOTAL PAYMENTS: \$1,707.10

COUNTY ACCOUNTS 3/2021

ACCOUNT #	CUSTOMER NAME	AMOUNT PD.
284-1780-02	KITTERRY LLC	\$63.55
285-1440-02	WILLIAM MARTIN & RONNIE & MARY LOU MARTIN	\$100.59
294-1010-01	OSCAR RODRIGUEZ HERNANDEZ	\$82.67
311-4110-13	STEVEN J & SANDRA K KEENAN	\$580.95
313-1800-04	YES COMPANIES EXP FRED LLC C/O YES! COMMUNITIES	\$48.61
317-0400-08	RONALD E DAVIDHIZAR	\$49.92
400-0820-02	EDNA WADDELL	\$234.33
445-2870-08	DALE N KAUFFMAN 1/2 & E KAUFFMAN	\$84.92

TOTAL: \$1,245.54

BUSINESS PROFESSIONAL SERVICES 3/2021

Account #	Customer	ADDRESS	City	State	Zip	Last Charge	Amount Due	DOB	S.S.N	PHONE
235-0090-05	DAVID A SMITH	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	4/5/2021	\$23.82	[REDACTED]	[REDACTED]	[REDACTED]
235-2810-04	BROOKE JAMES	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	3/15/2021	\$156.11	[REDACTED]	[REDACTED]	[REDACTED]
235-3560-00	MERLE GRAYBILL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	4/19/2021	\$71.61	[REDACTED]	[REDACTED]	[REDACTED]
241-4290-03	AARON MICHAEL PAYNE	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	3/15/2021	\$143.90	[REDACTED]	[REDACTED]	[REDACTED]
284-1780-02	TRAVIS S SMITH	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	3/15/2021	\$55.45	[REDACTED]	[REDACTED]	[REDACTED]
285-1440-02	RONALD D MARTIN	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	3/15/2021	\$122.60	[REDACTED]	[REDACTED]	[REDACTED]
293-5160-02	NATIONAL OIL & GAS INC	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	3/1/2021	\$713.13	[REDACTED]	[REDACTED]	[REDACTED]
293-5170-02	NATIONAL OIL & GAS INC	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	3/1/2021	\$31.34	[REDACTED]	[REDACTED]	[REDACTED]
294-1010-01	ESTHER RODRIGUEZ	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	4/5/2021	\$44.09	[REDACTED]	[REDACTED]	[REDACTED]
310-1110-09	TIMOTHY J BAILEY	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	4/5/2021	\$30.80	[REDACTED]	[REDACTED]	[REDACTED]
311-1470-14	JOHN HENDERSON	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	4/5/2021	\$61.02	[REDACTED]	[REDACTED]	[REDACTED]
311-3980-11	ALISHA N GLASSBURN	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	4/5/2021	\$76.68	[REDACTED]	[REDACTED]	[REDACTED]
311-4110-13	STEVEN KEENAN	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	3/1/2021	\$35.04	[REDACTED]	[REDACTED]	[REDACTED]
313-1800-04	KYLE R WUCHTER	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1/18/2021	\$34.26	[REDACTED]	[REDACTED]	[REDACTED]
315-1470-13	ANDREA EDWARDS	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	3/1/2021	\$75.69	[REDACTED]	[REDACTED]	[REDACTED]
317-0220-10	JAMES YAAP	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	4/5/2021	\$54.40	[REDACTED]	[REDACTED]	[REDACTED]
317-0280-00	CAROL E BAKER	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	4/5/2021	\$75.59	[REDACTED]	[REDACTED]	[REDACTED]
317-0400-08	BARTOLO GONZALES	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	3/1/2021	\$64.25	[REDACTED]	[REDACTED]	[REDACTED]
320-0360-02	LINDA L HOLLAND	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	2/2/2021	\$34.26	[REDACTED]	[REDACTED]	[REDACTED]
320-3100-04	AMBER SMITH	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	3/2/2021	\$175.59	[REDACTED]	[REDACTED]	[REDACTED]
320-4170-04	ROBYN MAY	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1/31/2021	\$44.90	[REDACTED]	[REDACTED]	[REDACTED]
400-0820-02	EDNA WADDELL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	4/5/2021	\$113.68	[REDACTED]	[REDACTED]	[REDACTED]
445-2870-08	SARAH ADAMS	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	3/1/2021	\$59.22	[REDACTED]	[REDACTED]	[REDACTED]
445-3420-06	TRACY MYERS	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	3/15/2021	\$95.98	[REDACTED]	[REDACTED]	[REDACTED]
446-1350-08	JAMES EASTMOND	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	1/7/2021	\$167.55	[REDACTED]	[REDACTED]	[REDACTED]

TOTAL: \$2,560.96

WATER WRITE OFF 3/2021

ACCOUNT #	CUSTOMER NAME	WATER AMOUNT
235-0050-11	RICKIE D SIMONS	\$127.08
284-0770-00	JOSEPH C LEHMAN	\$5.46
291-1410-05	LAZARO ALTAMIRANO RODRIGUEZ	\$4.63
319-0890-00	BLAINE ADKINS	\$101.61
405-1840-05	TINA M HYDE	\$8.49

TOTAL: \$247.27

**** Accounts that have a balance of \$25.00 or less, bankruptcy, deceased and agreements****

SEWER WRITE OFF 3/2021

ACCOUNT #	CUSTOMER NAME	SEWER AMOUNT
284-0770-00	JOSEPH C LEHMAN	\$6.62
319-0890-00	BLAINE ADKINS	\$87.57

TOTAL: \$94.19

**** Accounts that have a balance of \$25.00 or less, bankruptcy, deceased and agreements****



**COMMUNITY DEVELOPMENT BLOCK GRANT
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Meaghan Bylsma, Community Development Specialist

DATE: June 21, 2021

RE: Approval of Amended Community Development Block Grant-CARES Act (CDBG-CV) Agreements

Please approve the following amended CDBG-CV agreements for Program Year 2020 to reflect a change in total award and authorize the Mayor to sign the agreements:

Total Amount Needing to be Reallocated - \$79,817.68

Public Service Grants Receiving Additional Funds through Reallocation:

Sub-Recipient	Additional Amount Requested	Total CV Award
Elkhart County Clubhouse	\$1,580	\$4,180
Maple City Health Care Center	\$50,000	\$150,000
Walnut Hill Early Childhood Ctr	\$26,000	\$41,900
Total	\$77,580	

The additional award to these sub-recipients satisfies remaining unmet costs for their already approved programs that “prepare, prevent and respond to the coronavirus”. CDBG-CV funds can only be used for such activities. The difference (\$2,237.68) will be added to the CV-Program Administration activity.

These available funds were a result of activities that were unable to expend their originally allocated CV award. The City’s total CDBG-CV entitlement in Program Year 2020 was \$294,514. Approximately 96% of these funds have been/are being used to fund public service activities such as an increased need for scholarships for early childhood education, food during an atypical academic year, mental health outreach for those isolating, senior support services, an increased need for subsidized primary healthcare and rent assistance for Goshen households financially impacted by the pandemic.

A sample agreement is attached.

CITY OF GOSHEN - COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Program Year 2020: July 1, 2020 – June 30, 2021
Amended Public Service Sub-Recipient Agreement
Maple City Health Care Center, Inc.

This amended Agreement is entered into as of the 21st day of June 2021 between the City of Goshen (herein called the “City”) and Maple City Health Care Center, Inc., (herein called the “Sub-recipient”) an Indiana Not-For-Profit Corporation, for the contract period July 1, 2020, through June 30, 2021, to amend the total award and reimbursement amount. This amended agreement updates the prior agreement dated November 2, 2020.

WHEREAS, the City has entered into an Agreement with the United States Department of Housing and Urban Development (HUD) for a Community Development Block Grant (CDBG) under Title I of the Housing and Community Development Act of 1974, as Amended, and;

WHEREAS, said Agreement with HUD provides for the grant of funds to the City for projects and activities principally benefiting persons of low and moderate income, and;

WHEREAS, Sub-recipient desires to carry out a project or program, described in the Scope of Services section of this document, principally for the benefit of low- and moderate-income residents of the City of Goshen and;

WHEREAS, Sub-recipient has requested the assistance of the City, through the Community Development Block Grant Program, in order to carry out the proposed program.

NOW, THEREFORE, Sub-recipient and the City agree as follows:

1. SCOPE OF SERVICES

- A. Sub-recipient agrees that CDBG funds will be used to fund the Primary Care Expansion Program to “prevent, prepare for and respond to the coronavirus”, to provide support for an expansion in subsidized primary health care for low-income Goshen residents, as outlined in the Public Services Grant Application. The project will be carried out as described in the proposed project details and budget from the application form, a copy of which is attached as Attachment A, which is hereby made a part of this Agreement.
- B. Sub-recipient certifies that the Primary Care Expansion Program carried out under this Agreement will meet the LMC, Nature/Location (Low/Moderate Income Limited Clientele, Nature/Location) National Objective.
- C. Sub-recipient agrees that it shall comply with applicable laws and regulations including, but not limited to, those listed in Attachment B, which is hereby made a part of this Agreement.
- D. Sub-recipient agrees that it shall provide a written quarterly report within five days of the end of each quarter or with each payment request within a quarter, and a final written report with the request for final grant payment, or no later than the deadline for final claim submittal if unexpended funds remain. Using the form provided, the report shall detail how funds were used, matching funds used, number and details of project beneficiaries, and any other requested information. A sample form is provided in Attachment C, which is hereby made a part of this Agreement.
- E. The City agrees, on submission of proper reports, claims and verification of costs that it shall reimburse Sub-recipient an additional Fifty Thousand Dollars (\$50,000), for a total award of up to One Hundred Fifty Thousand Dollars (\$150,000.00). The City shall have no obligation to reimburse Sub-recipient for any costs incurred in violation of any provision of this Agreement or any applicable law, ordinance or regulation. Claims will be processed per the City's weekly payment procedures for CDBG claims, provided in Attachment D, which is hereby made a part of this Agreement.
- F. All claims for reimbursement under this Agreement shall be submitted to the City no later than the day specified

by the CDBG Administrator, approximately December 1, 2021, so that all claims can be paid by the end of the calendar year 2021.

2. AUDIT COMPLIANCE

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

3. TERMINATION FOR CONVENIENCE

Sub-recipient may terminate this Agreement as to any funds not disbursed by providing notice to the City, however, Sub-recipient's service and reporting requirements shall continue. The notice of termination shall specify the reason for the termination of Agreement and the date when the Agreement shall be terminated. If the Sub-recipient chooses to terminate this Agreement after part of the funds have been drawn, the Sub-recipient must continue to comply with all other parts of this Agreement.

4. TERMINATION FOR NONCOMPLIANCE

If the City determines Sub-recipient is in noncompliance with this Agreement the City may take the following corrective actions: temporarily withhold cash payments, disallow all or part of the activity or action in noncompliance, wholly or partly suspend or terminate the current award, withhold further awards, or take other remedies that may be legally available. If Sub-recipient is found to be in noncompliance the City will provide a time and place for a hearing with the Sub-recipient at which time the Sub-recipient may appeal its suspension. The Sub-recipient must request in writing a hearing for noncompliance. Costs incurred by the Sub-recipient during suspension or following termination of an award are not allowable unless the City expressly authorizes them in the notice of suspension or termination. Other Sub-recipient costs during suspension or following termination which are necessary and not reasonably avoidable are allowed if, and, in the case of a termination, are non-cancelable, the costs result from obligations which were properly incurred by the Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancelable, and, the costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect. Notice of suspension or termination shall be given by the City to the Sub-recipient in writing. The Sub-recipient shall have the right to appeal the suspension or termination in writing and must do so within 15 days of notice from the City.

5. EQUIPMENT

In the event that any funds provided under this Agreement are used for the purchase of equipment, Sub-recipient shall comply with applicable federal regulations with regard to the disposition of such equipment when it is no longer needed for the program per 2 CFR Part 200. Unless federal rules require otherwise, it is hereby agreed that the City's percentage interest in equipment shall be the amount of funds provided by the City divided by the total cost of the equipment incurred over the term of this Agreement.

6. PROVISIONS IN CASE OF DEFAULT

Sub-recipient's obligations under this Agreement shall be extended for an additional year in the event Sub-recipient fails to provide evidence in reports provided for in paragraph 1.D that the Sub-recipient's programs are of benefit principally to low- and moderate-income residents of the City of Goshen. In the event that the Sub-recipient fails to provide such evidence for a period of two years, Sub-recipient shall be in default of this Agreement. The Sub-recipient shall reimburse the City in an amount equal to the funds provided.

7. RECORDS

Sub-recipient shall maintain records adequate to identify and account for all costs pertaining to this Agreement and such other records as may be required by statute, rule or regulation. These records shall be maintained for a period of four (4) years after project completion and shall be made available to the City and authorized federal agencies.

8. NOTICES

Notices will be considered sufficient if sent by certified mail or delivered in person to:

City: CDBG Administrator
City of Goshen
204 E Jefferson, Suite 4
Goshen, IN 46528

Sub-recipient: Dr. James Nelson Gingerich, Director
Maple City Health Care Center, Inc.
213 Middlebury Street
Goshen, IN 46528

Executed as of the date first written above.

CITY OF GOSHEN

by: _____
Jeremy Stutsman, Mayor

by: _____
James Nelson Gingerich, Director

ATTACHMENT A: GRANT APPLICATION PROJECT DETAILS

1. Briefly describe the remaining need for the approved project that received CDBG-CV funds. Include the need or problem to be addressed, how this need or project prevents, prepares for, and responds to the coronavirus, the population (or area) to be served, a description of the work, including who will carry it out, and the proposed schedule of work, including the proposed timing of requests for CDBG-CV funds.

The coronavirus has created increased levels of unemployment and financial strain for many families in our community. Increased levels of unemployment mean that not only do more families have less income coming in, many have lost the health insurance that was tied to their jobs as well. As such, Maple City Health Care Center (MCHCC), continues to see a greater percentage of patients qualifying for assistance and/or qualifying for greater assistance under our reduced fee scale* compared to pre-coronavirus levels.

MCHCC has committed to absorbing both of these increased costs through our reduced fee scale to ensure that families hit hardest financially by the pandemic are still able to receive the healthcare they need regardless of ability to pay. We have also taken on considerable expense to expand to offer telehealth, free COVID testing, and free COVID vaccinations for the community in responding to the coronavirus. The addition of services combined with a decrease in patient visits eligible to be billed to insurance and the decreased ability of patients to pay out-of-pocket for care continue to stress us financially. We currently have 0 days cash reserves on hand and continue to rely on our line of credit to subsidize our sliding fee scale for families financially impacted by the coronavirus. We propose using additional CDBG-CV funds to subsidize our reduced fee program as we continue to work at responding to the coronavirus.

The services we offer include free COVID 19 vaccination for all members of the community (not just our patients), acute care (illnesses and injuries), preventative care (check-ups and vaccinations), dental care, obstetrics (caring for babies and mothers before and after delivery), chronic disease management, on-site Medicaid enrollment, health insurance navigation, counseling, social services, and medication assistance (medicine at no or low cost). We offer substance abuse treatment including medication assisted treatment and group care for people with addictions. Our staff of licensed medical, dental, and behavioral health professionals and our patient support teams will provide the services.

We would be able to use funds as soon as awarded and would draw down the full amount within the first quarter of the award.

** Our reduced fee scale guarantees that families living on incomes at or below 80% HUD Area Median Income (AMI) are able to afford quality health care. Our reduced fees (discounts) start at 25% and range to up to a 100% discount for members of a family living on an income less than 30% AMI. We also provide a program called More Than Money. Through the More Than Money program, family members who volunteer for local agencies receive vouchers that they may use to pay for health care at Maple City Health Care Center.*

2. Complete an updated budget for the need/project. Update existing fields where appropriate.

Current Total Cost(s) of Project Prior to Any Assistance Received (to-date)

\$1,000,000

**Cost of Project as of August 19, 2020 = \$1,000,000*

Source	Date	Amount
FEMA <i>*Please provide registration no. and verification of receipt</i>		
SBA Loans/PPP <i>*Please provide loan no. and verification of receipt</i>		
Other CARES Act Grants/Assistance (e.g. USDA, HHS) <i>City of Goshen CDBG-CV</i>	<i>November 2020</i>	<i>\$100,000</i>
State of Indiana <i>ISDH CHC Grant</i>	<i>12/31/20</i>	<i>\$192,562</i>
City or County Funding <i>City of Goshen CDBG</i>	<i>October 2020</i>	<i>\$4,900</i>
Private Endowment / Community Foundation		
Other Charitable Contributions	<i>12/31/20</i>	<i>\$60,000</i>
In-Kind Contributions		
Other Nontraditional Sources, please specify: <i>MCHCC earned income</i> <i>Existing line of credit from Interra Credit Union</i> <i>Increased line of credit from Interra Credit Union</i>	<i>12/31/20</i>	<i>\$142,438</i> <i>\$250,000</i> <i>\$200,000</i>
Total Funds Received/Pending Receipt for <u>this Project</u>		\$950,000

The Total Amount Requested from CDBG-CV constitutes unmet need and thus should equal the Total Cost(s) of Project minus Total Funds Received/Pending Receipt. CDBG-CV funds are designed to supplement assistance as opposed to supplant other, more primary forms of assistance.

Additional Amount Requested from CDBG-CV \$50,000 _____ **Equals the amount on first page*

ATTACHMENT B

Standard Contract Attachments

I. Administrative Requirements

II. Personnel and Participant Conditions

III. Environmental Conditions

I. Administrative Requirements

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Close-Outs

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

6. Audits and Inspections

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

C. Reporting and Payment Procedures

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

3. Travel

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

II. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with all local and State of Indiana civil rights ordinances and with

Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

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

4. Section 504

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

B. Equal Opportunity

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

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

2. Access to Records

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

3. Notifications

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

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

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

5. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. "Section 3" Clause

a) Compliance

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

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

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

persons residing in the metropolitan area in which the project is located.”

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

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

b) Notifications

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

c) Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a) Approvals

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

b) Monitoring

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

c) Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in

and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Sub-recipient hereby certifies that:

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

than \$100,000 for each such failure.

6. Copyright

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

7. Religious Activities

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

III. Environmental Conditions

A. Air and Water

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

- Clean Air Act, 42 USC, 7401 *et seq.*
- Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

ATTACHMENT C: SAMPLE REPORT FORM

QUARTERLY/FINAL REPORT: **CDBG-CV FUNDS**
CITY OF GOSHEN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Program Year 2020: July 1, 2020 through June 30, 2021
Report Due with Each Claim Submitted or a Minimum of
January 5, 2021, April 5, 2021, and June 3, 2021
Final Report Due with Claim for final payment

Organization: _____

Date of Report: _____

For Period: _____

Submitted by (Print name with title): _____

Signature: _____

CDBG-CV Claim Amount: _____

Briefly describe project activities/accomplishments that “prevent, prepare for and respond to the coronavirus” in reporting period: _____

Any new/not already reported matching funds or in-kind contributions received or pending receipt to be applied *prior to* CDBG-CV Grant (**amount and source**): _____

Total number of beneficiaries: _____

Individuals with income less than 30% of median: _____

Individuals with income between 30% and 50% of median: _____

Individuals with income between 50% and 80% of median: _____

Individuals with income more than 80% of median: _____

Number of beneficiaries by race:

White (11): _____

Black/African American (12): _____

Asian (13): _____

American Indian (14): _____

Multi-Racial (20) _____

Other (please specify): _____

Total: _____

Number of beneficiaries by Hispanic Origin: _____

ATTACHMENT D

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

Thursday NOON	Deadline to submit claims to CDBG Administrator for processing the following week
Friday	CDBG Administrator Review of Claim: Incomplete claims will be held until all required information is received
Monday (Week 1)	CDBG Administrator Reporting in HUD's online system for each claim (required before a claim may be processed)
Tuesday AM Tuesday PM	First drawdown authorization by CDBG Administrator Voucher submitted by CDBG Administrator to Clerk Treasurer's Office
Wednesday Wednesday, 3pm	Second drawdown authorization by Clerk Treasurer's Office Deadline for claim to be processed by Clerk Treasurer's Office for Board of Works
Monday (Week 2)	Claim approved and signed by Board of Works – all CDBG vouchers must be hand-signed by BOW members
Tuesday	Check written by Clerk Treasurer's Office



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Josh Corwin, P.E.

RE: **ASPHALT PAVING PROJECT
CHANGE ORDER NO. 1 (JN: 2021-0002)**

DATE: June 17, 2021

During the curb removal and replacement portion of the Re-surfacing project on Greene Road from Berkey to S.R. 119, it was discovered that all riser rings on the castings were deteriorated and had no structure left to them. Due to the condition of the rings, Niblock had to provide and replace new riser rings at 7 of the curb castings. This work was not covered in any of the existing line items on the project.

Also during an onsite inspection of Colonial Manor from Bashor to William Drive, it was noted that the current roadway was failing and that a 2" mill and resurface would not be sufficient. Niblock will need to remove the pavement section to a depth of 6" and replace with 4" of HMA Base and 2" of HMA Surface.

After West Avenue and Colorado Street had been milled it was discovered that these roadways needed Wedge and Leveled.

There are two drive approaches at Greenwood and one approach at Westoria that will need milled and paved to make a smooth transition behind the new concrete.

The approval of Change Order No.1 is for \$70,054.00, which raises the total project cost to \$915,490.25, and is a 8.09% increase.

With this change order, the project schedule is being reset based on the original contract days allotted for this project to allow the additional work to be done. 4 workdays has been added to Niblock's start date and for a new completion date of August 5, 2021.

Requested motion: Move to ratify Change Order No. 1 for the amount of \$70,054.00 which is a 8.09% increase to allow Niblock to complete the above work and to establish the project's final completion date as August 5, 2021, which adds 4 additional work days.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 1

Date: 6/21/21

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

OWNER: City of Goshen
PROJECT NAME: Asphalt Paving
PROJECT NUMBER: 2021-0002
CONTRACTOR: Niblock Excavating

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

During the curb removal and replacement portion of the Re-surfacing project on Greene Road from Berkey to S.R. 119, it was discovered that all riser rings on the castings were deteriorated and had no structure left to them. Due to the condition of the rings, Niblock had to provide and replace new riser rings at 7 of the curb castings. This work was not covered in any of the existing line items on the project.
Also during an onsite inspection of Colonial Manor from Bashor to William Drive, it was noted that the current roadway was failing and that a 2" mill and resurface would not be sufficient. Niblock will need to remove the pavement section to a depth of 6" and replace with 4" of HMA Base and 2" of HMA Surface.
After West Avenue and Colorado Street had been milled it was discovered that these roadways needed Wedge and Leveled.
There are two drive approaches at Greenwood and one approach at Westoria that will need milled and paved to make a smooth transition behind the new concrete.

CO1.1	Fine Grade	2086 SYD	@ \$1.50	\$3,129.00
CO1.2	HMA Base	460 TON	@ \$70.00	\$32,200.00
CO1.3	Storm Casting, Reset Adjusting Rings	7 EA	@ \$445.00	\$3,115.00
CO1.4	Wedge and Level	150 TON	@ \$125.00	\$6,250.00
CO1.5	Mill and Pave Drive Approaches	3 EA	@ \$1,500.00	\$4,500.00
CO1.6	Full Depth Removal	2086 SYD	@ \$10.00	\$20,860.00
			Subtotal -	\$70,054.00

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 1

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$845,436.25
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 0 to <u>0</u>	\$0.00
3. Amount of Contract, not including this supplement	\$845,436.25
4. Addition/ Reduction to Contract due to this supplement	\$70,054.00
5. Amount of Contract, including this supplemental	\$915,490.25
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	\$70,054.00
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>1</u> (Line 6 divided by Line 1)	8.29%

III. CONTRACT SUPPLEMENT CONDITIONS

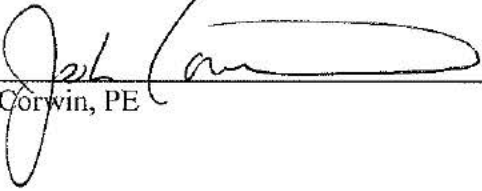
1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby **extended**/reduced by 4 **calendar days**, making the final completion date August 5, 2021.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as NA, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by (8.29) percent.

CHANGE ORDER FORM

Pg. 3 of 3

Change Order No. 1

RECOMMENDED FOR ACCEPTANCE



Josh Corwin, PE

ACCEPTED: Board of Works and Safety
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

Niblock Excavating

BY: _____
Signature of authorized representative of Contractor

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

May 24, 2021

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Ronnie Martin
24093 County Road 126
Goshen, IN 46526

Mary Lou Martin
24093 County Road 126
Goshen, IN 46526

RE: Premises at 4410 Midway Road, Goshen, Indiana

You are notified as a person holding a substantial property interest in the real estate at 4410 Midway Road Goshen, Indiana, that the building at this location is in violation of the Goshen City Code as set forth in more detail below.

The Goshen Building Department first inspected the subject real estate on February 16, 2021. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was re-inspected on May 10, 2021 which showed no significant improvement to the real estate.

You are ordered to make the following corrections by June 25, 2021:

1. Remove debris and trash. Properly remove or dispose of paint cans that are too close to water heater. Clear debris from around furnace, water heater, and electrical panel.
2. Remove obstruction from egress of property and easy passage through the house.
3. Water service needs to be turned on and meter needs to be reinstalled.

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

You are further notified that a hearing will be held before the City of Goshen Board of Public Works and Safety on Monday, June 21, 2021 at 2:00 p.m. (local time), or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses and present arguments. Should you fail to appear at the time set for the hearing, the

hearing will be conducted in your absence. The Board of Public Works and Safety will have the right to affirm, rescind or modify this Order.

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the buildings affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the buildings, you must also supply City of Goshen Community Development Director Mark Brinson with the full name, address and telephone number of the other person taking a substantial property interest in the building and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Brinson's office is located at 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, or you may contact him at (574) 537-3824. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Building Commissioner is issued on May 24, 2021

City of Goshen Building Department



Mark Brinson, Community Development Director

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Order of the City of Goshen Building Department for the premises at 4410 Midway Road, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on May 24, 2021

To: Ronnie Martin
24093 County Road 126
Goshen, IN 46526

Mary Lou Martin
24903 County Road 126
Goshen, IN 46526


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