

**BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD MEETING
HELD, APRIL 13, 2020, GOSHEN, INDIANA**

The Board of Public Works and Safety and Stormwater Board of the City of Goshen met in the Council Chambers, 111 E. Jefferson St., on April 13, 2020, at 2:00 p.m. for their weekly Board meeting. Members of the Board present or absent as follows:

PRESENT: Mayor Jeremy Stutsman, Board Member Mike Landis, Board Member Mary Nichols

ABSENT:

OTHERS: No official attendance was taken due to global pandemic

No minutes were presented.

ANNOUNCEMENT

Clerk Treasurer Adam Scharf read the following statement as directed:

We begin this meeting during a declared public health emergency covering all of the State of Indiana. Board members Landis and Nichols are participating in this meeting by electronic communication pursuant to Governor Holcomb's Executive Orders 20-04 and 20-09, as well as guidance from Indiana Public Access Counsellor Luke Britt. Board member Mayor Jeremy Stutsman is physically present in City Council Chambers as we begin this meeting.

REQUEST TO PROMOTE—WARREN C. O'NEAL III GPD

Police Chief Jose Miller requested Board approval to promote Warren C. O'Neal III from the position of Probationary Patrol Officer to the rank of Patrol Officer. Chief Miller read the memo from the packet.

Board Member Landis moved to approve the request to promote Officer O'Neal, effective April 14th, 2020. Second by Board Member Nichols and motion passed unanimously.

AWARD BIDS FOR WELL CLEANING AND MAINTENANCE (Q20-03-004)

Legal Contracts and Claims Manager Keitha Windsor requested Board approval to award the contract to Peerless Midwest for the well cleaning and maintenance. All bids received are shown below:

COMPANY	TOTAL
Peerless Midwest	\$50,850.00
Napco	\$56,485.00
Lane Water Resources	\$56,897.00
Ortman Drilling Water Services	\$59,000.00

Board Member Landis made a motion to award the contract to Peerless Midwest, Inc. as the lowest responsible and responsive bidder and to enter into a contract with Peerless Midwest, Inc. to provide well cleaning and maintenance at a cost of \$50,850.00, with work to be completed within 60 calendar days from receipt of notice to proceed. Second by Board Member Nichols and motion passed unanimously.

ACCESS AGREEMENT WITH PATRIOT ENGINEERING

Director of Public Works Dustin Sailor requested Board approval to ratify the Access Agreement with Patriot Engineering and Environmental, Inc. Memo included in packet.

Board Member Landis made a motion to ratify the approval and execution of the Access Agreement with Patriot Engineering and Environmental, Inc. this goes until December 31, 2025. Second by Board Member Nichols and motion passed unanimously.

AGREEMENT WITH BRAD DANIELS

City Attorney Bodie Stegelemann requested Board approval for the Agreement with Brad Daniels to purchase the property located at 909 Westwood Drive, and also to complete certain work on the property. Memo included in packet.

Board Member Landis made a motion to approve the agreement with Brad Daniels for the repair and purchase of the property at 909 Westwood Drive and to authorize the Mayor to execute this agreement for the amount of \$34,014.26. Second by Board Member Nichols and motion passed unanimously.

DEDICATION OF PUBLIC RIGHT OF WAY

City Attorney Bodie Stegelemann provided information regarding the Dedication of Public Right of Way from Richard B. Essig, Thomas J. Essig, and Larry R. Essig. The right-of-way is for the construction of a turn lane located at the northeast corner of State Road 119 and Greene Road. Information included in packet.

Board Member Landis made a motion to accept the dedication of public right of way and authorize the Mayor to execute the Acceptance page on the Deed of Dedication from Richard B. Essig, Thomas J. Essig, and Larry R. Essig to the City of Goshen, Indiana. Second by Board Member Nichols and motion passed unanimously.

AGREEMENT FOR LABOR STANDARDS ADMINISTRATOR

Director of Public Works Dustin Sailor requested Board approval to enter an agreement with Mendenhall & Associates to act as the Labor Standards Administrator for the Wastewater Treatment Plant Improvements and Rock Run Sewer Interceptor Phase I Improvement Projects JN: 2019-0025. Memo included in packet.

Board Member Landis made a motion to approve the agreement with Mendenhall & Associates, LLC to act as the Labor Standards Administrator on behalf of the City for the duration of the WWTP Improvements and Rock Run Sewer Interceptor Phase I Improvement Projects for a cost of \$15,000.00. Second by Board Member Nichols and motion passed unanimously.

ROAD CLOSURE REQUEST- KERCHER ROAD RECONSTRUCTION (JN:2004-0021)

Director of Public Works Dustin Sailor requested Board approval for the road closure of Firethorne Drive and Sourwood Drive at Kercher Road. Memo included in packet.

Board Member Landis moved to approve the closure of Firethorne Drive and Sourwood Drive at Kercher Road starting April 14, 2020 until April 30, 2020. Second by Board Member Nichols and motion passed unanimously.

There being no further business Mayor Stutsman moved to process claims and then to adjourn. Second by Board Member Landis and motion passed unanimously.

BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD:

MAYOR JEREMY STUTSMAN _____

BOARD MEMBER MICHAEL LANDIS _____

BOARD MEMBER MARY NICHOLS _____

ATTEST _____
CLERK-TREASURER ADAM SCHARF

**BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD MEETING
HELD, APRIL 20, 2020, GOSHEN, INDIANA**

The Board of Public Works and Safety and Stormwater Board of the City of Goshen met in the Council Chambers, 111 E. Jefferson St., on April 20, 2020, at 2:00 p.m. for their weekly Board meeting. Members of the Board present or absent as follows:

PRESENT: Mayor Jeremy Stutsman, Board Member Mike Landis, Board Member Mary Nichols

ABSENT:

OTHERS: No official attendance was taken due to global pandemic

No minutes were presented.

ANNOUNCEMENT

Clerk Treasurer Adam Scharf read the following statement :

We begin this meeting during a declared public health emergency covering all of the State of Indiana. Board members Landis and Nichols are participating in this meeting by electronic communication pursuant to Governor Holcomb's Executive Orders 20-04 and 20-09, as well as guidance from Indiana Public Access Counsellor Luke Britt. Board member Mayor Jeremy Stutsman is physically present in City Council Chambers as we begin this meeting.

REQUEST TO PROMOTE—DAVIS W. LECHLITNER GFD

Assistant Fire Chief Mike Happer requested Board approval to promote Davis W. Lechlitner to the position of Private First Class. Chief Happer read the memo from the packet.

Board Member Landis moved to approve the request to promote Davis W. Lechlitner, retroactive to April 15th, 2020. Second by Board Member Nichols and motion passed unanimously.

AGREEMENT AMENDMENT FOR CONSTRUCTION-RELATED SERVICES
(PN:2019-0025)

Director of Public Works Dustin Sailor requested Board approval for the agreement amendment with Donohue & Associates, Inc. to provide professional engineering and construction-related services (CRS) for the construction of the Wastewater Treatment Plant Improvements and Rock Run Sewer Interceptor Phase I Improvement Projects. Memo included in packet.

Board Member Landis asked why the amendment items were not included in original bid process and whether it is normal to have amendments with an increase in total cost before work begins. Mayor Stutsman stated that after a contractor is selected the negotiations for the actual project begin. Sailor stated that Legal Department and Wastewater Utility Engineer made the decision that this would be an amendment rather than a new agreement. Sailor said soliciting additional quotes was considered, but because of the level of detail and knowledge base required for this type of project this was the route decided. Landis asked about the percentage increase for the project as a whole. Sailor replied that it was a \$20M project overall, to which Landis noted this was under 10% of the project total.

Board Member Landis made a motion to approve the agreement amendment with Donohue & Associates, Inc. for the additional scope of services for an additional \$1,652,800.00 to increase the amended agreement amount from \$1,612,596.00 to \$3,265,396.00. Second by Board Member Nichols and motion passed unanimously.

CONDITIONAL OFFER OF EMPLOYMENT

City Attorney Bodie Stegelmann requested Board approval for the conditional offer of employment for Justin T. Rayl on the City of Goshen Police Department. Memo included in packet.

Board Member Landis made a motion to extend a conditional offer of employment to Justin T. Rayl as a probationary patrol officer and to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Justin T. Rayl. Second by Board Member Nichols and motion passed unanimously.

RESOLUTION 2020-15: APPROVE GOSHEN POLICE DEPARTMENT POLICIES

City Attorney Bodie Stegelmann requested Board approval for Resolution 2020-15: Approve Goshen Police Department Policies. Memo included in packet.

Stegelmann summarized the changes to the following policies:

Policy 06-2020: Investigation of an Incident of Deadly Force – Investigator from homicide group on scene is to collect the firearm involved instead of the officer in charge.

Policy 13-2020: Electronic Recording Device and Data – Requires officers to keep cameras clear of obstructions so that it can operate properly.

Policy 19-2020: Promotion – Officers may ask questions on the day of the test for the promotion, not at a later date.

Board Member Landis made a motion to approve and adopt Resolution 2020-15: Approve Goshen Police Department Policies 06 (2020), 13 (2020) and 19 (2020). Second by Board Member Nichols and motion passed unanimously.

There being no further business Mayor Stutsman moved to process claims and then to adjourn. Second by Board Member Landis and motion passed unanimously.

BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD:

MAYOR JEREMY STUTSMAN _____

BOARD MEMBER MICHAEL LANDIS _____

BOARD MEMBER MARY NICHOLS _____

ATTEST _____
CLERK-TREASURER ADAM SCHARF



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

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

RE: **MAIN STREET CLOSURE AND RESTRICTIONS FROM MADISON STREET TO PIKE STREET (JN: 2016-0038)**

DATE: May 18, 2020

It is requested the Board of Works allow the closure of Main Street from Madison Street to Pike Street be extended through May 20, 2020. Weather conditions on Thursday, May 14 and Friday, May 15, 2020 did not allow for the installation of pavement markings as originally scheduled. The contractor has been on-site every working day to maintain the project schedule. The current schedule will have all work completed June 1, 2020.

Requested motion: Move to approve the closure of Main Street between Madison Street and Pike Street from May 18 thru May 20, 2020, and allow lane restrictions from May 20 thru June 1, 2020.

ACCEPTED:

City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



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

May 18, 2020

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Agreement with Department of Veterans Affairs - VA Northern Indiana Health Care System

The Department of Veterans Affairs - VA Northern Indiana Health Care System is requesting a written support agreement with the Goshen Police Department since it would have local jurisdiction to exercise law enforcement functions over VA facilities in the Goshen city limits. A VA Community-Based Outpatient Clinic is located at 2606 Peddlers Village Road in Goshen.

It is recommended that the Board approve the April 28, 2020 letter agreement from the Department of Veterans Affairs - VA Northern Indiana Health Care System and authorize Chief Jose Miller to sign the letter agreement on behalf of the City of Goshen and Goshen Police Department.



DEPARTMENT OF VETERANS AFFAIRS
VA Northern Indiana Health Care System

April 28, 2020

Chief Jose Miller,
Goshen Police Department
111 East Jefferson St.
Goshen, Indiana 46528

Dear Chief Miller,

The Department of Veterans Affairs requires (VA) Police to maintain current written support agreements with all local law enforcement agencies.

All properties under the control or ownership of the Department of Veterans Affairs, Goshen, Indiana are under concurrent jurisdiction. This jurisdiction grants local civil police agencies full rights to exercise law enforcement functions on VA Medical center grounds

These needs would include, but may not be limited to the following situations where your department's assistance would be required:

- Armed hostage taking situations that would require an armed response to assist VA Police in containing the situation until appropriate Federal agencies (Such as the Federal Bureau of Investigation-FBI) can respond to assume control.
- Crimes involving armed robberies of funds, drugs, or properties where the individuals committing the crimes leave the VA Police jurisdiction.
- Vehicle accident investigations, which may result in non-injuries, injuries, or death involving the VA Police patrol vehicle.
- Any major incident that would require additional officers for traffic control to allow emergency vehicles a clear access to the facility.
- Any officer involved shooting, the FBI will be notified immediately. If the FBI declines investigation, or if the FBI response is delayed, this agreement established inter-agency support for the VA Police to receive investigative assistance from the Goshen Police Department.

If you are in agreement of this letter, please sign and date below and return this letter to my office. Your assistance and continued support is greatly appreciated.

Sincerely,

Brian Reneau
Chief of Police
VA Northern Indiana Health Care System

Date 4-28-20

Jose Miller
Chief of Police
Goshen Police Department

Date _____

Fort Wayne Campus
2121 Lake Avenue
Fort Wayne, IN 46805
1-800-360-8387

Muncie CBOC
3500 W Purdue Avenue
Muncie, IN 47304
1-800-621-6499

South Bend CBOC
5735 S. Ironwood Road
South Bend, IN 46614
1-866-436-1291

Marion Campus
1700 East 38th Street
Marion, IN 46953
1-800-360-8387



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MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **ESRI – GIS SOFTWARE CONTRACT
(JN:GENERAL – ASSET MANAGEMENT)**

DATE: May 18, 2020

Since 2005, the city of Goshen Engineering Department has used ArcGIS, an ESRI product, to document the city's infrastructure. In more recent years, the software has been used by Goshen Planning & Zoning, Goshen Redevelopment, Goshen Streets, and Goshen Cemeteries. The geographic information system (GIS) software has become a required operational component allowing for more effective decision making and timely responses.

With the recent hire of the city's GIS Coordinator, we are prepared to migrate beyond our current desktop software limitations and move into ESRI's enterprise system. With this migration, we will expand the accessibility of the software from six employees to all city employees who want to use it. Our goal is to allow more staff to become information developers and trackers. With everyone having access to view, collect, and maintain the information, staff and the community will benefit with better decision making capabilities and quicker responses.

The contract the city has negotiated with ESRI is a stepped three-year contract. The yearly steps are noted below and are based on a community population between 25,001 to 50,000.

Year 1	2020	\$15,000
Year 2	2021	\$30,000
Year 3	2022	\$38,500

The cost of this software will be shared by Goshen Water, Goshen Wastewater, and Goshen Civil City.

We ask that you authorize the Mayor to sign the three-year software contract with ESRI for \$83,500.

Requested Motion: Move to authorize the Mayor Jeremy Stutsman to sign the three-year agreement with ESRI for a total of \$83,500, that will be billing the first year at \$15,000, the second year at \$30,000, and the third year at \$38,500.



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-409202

Date: May 13, 2020

Customer # 323575 Contract #

City of Goshen
 Engineering
 204 E Jefferson St Ste 1
 Goshen, IN 46528-3405

*To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 2/28/2020 To: 5/28/2020*

ATTENTION: Tika Adhikari
 PHONE: 765-476-9086
 EMAIL: tikaadhikari@goshencity.com

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$15,000.00	\$15,000.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 2	\$30,000.00	\$30,000.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				
168178	1	Year 3	\$38,500.00	\$38,500.00
Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement				

Subtotal:	\$83,500.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$83,500.00

The stepped pricing quoted here is a onetime offer and valid through the 3 year term of this Enterprise Agreement. The Enterprise Agreement renewal fee will be based on the List Price at the time of renewal.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Nick Meyers	Email: nmeyers@esri.com	Phone: (909) 793-2853 x8305
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

MEYERSN

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

ArcGIS Monitor

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) Esri CityEngine Single Use Licenses
100 ArcGIS Online Viewers
100 ArcGIS Online Creators
17,500 ArcGIS Online Service Credits
100 ArcGIS Enterprise Creators
3 Insights in ArcGIS Enterprise
3 Insights in ArcGIS Online
10 Tracker for ArcGIS Enterprise
10 Tracker for ArcGIS Online
3 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
3 ArcGIS Utility Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if

Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be

no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



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

May 12, 2020

To: Board of Public Works and Safety

From: Carla Newcomer, Paralegal

Subject: Approve the Agreement for the Sale and Purchase of Real Estate Located at 1120 South Eleventh Street.

Attached for the Board's approval is a purchase agreement for the sale of real estate located at 1120 South Eleventh Street.

It is recommended that the Board of Public Works and Safety make a motion to approve the purchase agreement with Brittani Troster, for the sale and purchase of real estate at 1120 South Eleventh Street.

RESOLUTION 2020-18

**Approve Agreement for the
Sale and Purchase of Real Estate
Located at 1120 South Eleventh Street**

WHEREAS, the City owns the property located at 1120 South Eleventh Street in Goshen, and is interested in selling the property in the amount of One Hundred-Seven Thousand Dollars (\$107,000.00).

WHEREAS, Brittani Trosper is interested in purchasing the property and has agreed to the terms of a sale and purchase agreement with the City.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the agreement for the sale of the real estate located at 1120 South Eleventh Street and that agreement is attached to and made a part of this resolution.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on May ____ 2020.

Jeremy P. Stutsman, Mayor

Michael Landis, Board Member

Mary Nichols, Board Member

Listing Broker (Co.) Century 21 Affiliated (EL1) By Patricia Miller (EL3027)
Office code individual code
Selling Broker (Co.) Hire Weaver Realty (EL108) By Mike T Parson (EL5733)
Office code individual code



PURCHASE AGREEMENT (IMPROVED PROPERTY)

For use only by members of the Indiana Association of REALTORS®

1 Date: May 7, 2020

2
3 A. **BUYER:** Brittani Trosper ("Buyer")
4 agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms,
5 provisions, and conditions:
6

7 B. **PROPERTY:** The property ("Property") is known as 1120 S 11th Street
8 in Elkhart Township, Elkhart County County, Goshen
9 Indiana, 46526-4406 (zip code) legally described as: 1st Industrial Lot 7 Blk 13

10 together with any existing permanent improvements and fixtures attached (unless leased or excluded), including, but
11 not limited to, electrical and/or gas fixtures, heating and central air-conditioning equipment and all attachments thereto,
12 built-in kitchen equipment, sump pumps, water softener, water purifier, fireplace inserts, gas logs and grates, central
13 vacuum equipment, window shades/blinds, curtain rods, drapery poles and fixtures, ceiling fans and light fixtures, towel
14 racks and bars, storm doors, windows, awnings, TV antennas, wall mounts, satellite dishes, storage barns, all
15 landscaping, mailbox, garage door opener(s) with control(s) AND THE FOLLOWING: (If applicable, any smart home
16 devices should be addressed in this paragraph.) Gas Range, and Refrigerator
17

18
19 EXCLUDES THE FOLLOWING: _____
20

21 **HOME HEATING FUEL:** Any remaining fuel stored in tank(s) to be included in the sale will be purchased by
22 Buyer at current market price measured within five (5) days prior to closing not applicable.
23 The terms of this Agreement will determine what items are included/excluded, not the Seller's Disclosure Form,
24 multiple listing service or other promotional materials. All items sold shall be fully paid for by Seller at time of
25 closing the transaction. Buyer should verify total square footage, land, room dimensions or community amenities
26 if material.
27

28 C. **PRICE:** Buyer will pay the total purchase price of (\$ 107,500.00) One Hundred Seven Thousand, Five
29 Hundred U.S. Dollars for the Property. If Buyer obtains an appraisal of the Property, this
30 Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price. If appraised
31 value is less than the agreed upon purchase price, either party may terminate this Agreement or parties may mutually
32 agree to amend the price.
33

34 D. **EARNEST MONEY:**
35 1. **SUBMISSION:** Buyer submits \$ 500.00 U.S. Dollars as earnest money which shall be
36 applied to the purchase price at closing. If not submitted with Purchase Agreement, Earnest money shall be
37 delivered to Escrow Agent within 2 hours days after acceptance of offer to purchase.
38 Unless indicated otherwise in this Agreement, the listing broker shall act as Escrow Agent and shall, after acceptance
39 of the Agreement and within two (2) banking days of receipt of the earnest money, deposit the earnest money
40 into its escrow account and hold it until time of closing the transaction or termination of this Agreement. Earnest money
41 shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails for any reason to timely submit
42 Earnest Money in the contracted amount, Seller may terminate this Agreement upon notice to Buyer prior to Escrow
43 Agent's receipt of the Earnest Money.
44 2. **DISBURSEMENT:** Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the Broker,
45 then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement. If no
46 provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified
47 mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor Seller enters
48 into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may
49 release the Earnest Money to the party identified in the certified letter. If the Escrow Agent is the Broker, Broker
50 shall be absolved from any responsibility to make payment to Seller or Buyer unless the parties enter into a Mutual
51 Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money).
52 Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good
53 faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations

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54 **3. LEGAL REMEDIES/DEFAULT:** If this offer is accepted and Buyer fails or refuses to close the transaction,
 55 without legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller
 56 retains all rights to seek other legal and equitable remedies, which may include specific performance and additional
 57 monetary damages. All parties have the legal duty to use good faith and due diligence in completing the terms and
 58 conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default which
 59 may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated above, may
 60 include specific performance and monetary damages in addition to loss of Earnest Money.

61 **E. METHOD OF PAYMENT: (Check appropriate paragraph number)**

- 62 1. **CASH:** The entire purchase price shall be paid in cash, U.S. Dollars, and no financing is required. Buyer
 63 to provide proof of funds submitted with offer within _____ days of acceptance.
 64 Buyer will will not have an appraisal.
- 65 2. **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a

66 Conventional Insured Conventional FHA VA Other: _____ first
 67 mortgage loan for 96.500 % of purchase price, payable in not less than _____ years, with an
 68 original rate of interest not to exceed 4.500 % per annum and not to exceed _____ points. Buyer
 69 shall pay all costs of obtaining financing, except Seller to pay \$5,000 towards buyer's closing cost,
 70 prepaids, points, and inspections.

71 Any inspections and charges which are required to be made and charged to Buyer or Seller by the lender,
 72 FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or
 73 regulations and shall supersede any provisions of this Agreement.

- 74
 75
 76 3. **ASSUMPTION: (Attach Financing Addendum)**
 77 4. **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**
 78 5. **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**
 79

80 **F. TIME FOR OBTAINING FINANCING:**

- 81 1. **APPLICATION:** Within 5 days after the acceptance of this Agreement, Buyer agrees to make written
 82 application for any financing necessary, to complete this transaction or for approval to assume the unpaid balance
 83 of the existing mortgage and to make a diligent effort to meet the lender's requirements and to obtain financing in
 84 cooperation with the Broker and Seller. **Buyer directs lender to order appraisal immediately.**
- 85 2. **APPROVAL:** No more than 30 days after acceptance of this Agreement shall be allowed for obtaining loan
 86 approval or mortgage assumption approval. If an approval is not obtained within the time specified above, this
 87 Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.
 88

89 **G. CLOSING:**

- 90 1. **DATE:** The closing of the sale (the "Closing Date") shall be on or before June 5, 2020, or
 91 within 5 days after Lender underwriting approval, whichever is later or this Agreement
 92 shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest
 93 date above must be by mutual written agreement of the parties.
- 94 2. **FEE:** The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company
 95 shall be paid by Buyer (included in allowance, if provided) Seller Shared equally.
- 96 3. **CONTINGENCY:** This Agreement:
 97 is not contingent upon the closing of another transaction;
 98 is contingent upon the closing of the pending transaction on Buyer's property located at _____
 99 _____ scheduled to close by _____
 100 is contingent upon the acceptance of a Purchase Agreement on Buyer's property:
 101 Addendum to Purchase Agreement First Right Contingency. See attached Addendum.
 102 Addendum to Purchase Agreement Limited Purchase Contingency Right. See attached Addendum.
- 103 4. **GOOD FUNDS:** Notwithstanding terms to the contrary, the Parties agree that as a condition to Closing, all funds
 104 delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in
 105 compliance with I.C. 27-07-3.7 et. seq. Therefore, all funds from a single source of \$10,000, U.S. Dollars, or more shall
 106 be wired unconditionally to the closing agent's escrow account and all funds under \$10,000, U.S. Dollars, from a single
 107 source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of
 108 the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to the buyer
 109 and the actual cost incurred shall appear on the closing statement.
- 110 5. **WIRE FRAUD.** If you receive any electronic communication directing you to transfer funds or provide
 111 nonpublic personal information, **EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM**
 112 **BROKER OR TITLE COMPANY, do not respond until you verify the authenticity by direct communication with**
 113 **Broker or Title Company. Do not rely on telephone numbers provided in the electronic communication. Such**
 114 **requests may be part of a scheme to steal funds or use your identity.**

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115 H. **POSSESSION:**

- 116 1. The possession of the Property shall be delivered to Buyer at closing within _____ days beginning
- 117 the day after closing by AM PM noon or on or before June 5, 2020 if closed.
- 118 For each day Seller is entitled to possession after closing, Seller shall pay to Buyer at closing \$ 100.00 U.S.
- 119 Dollars per day. If Seller does not deliver possession by the date and time required in the first sentence of this
- 120 paragraph, Seller shall pay Buyer \$ 100.00 U.S. Dollars per day as **liquidated damages** until possession
- 121 is delivered to Buyer; and Buyer shall have all other legal and equitable remedies available against the Seller.
- 122 2. **MAINTENANCE OF PROPERTY:** Seller shall maintain the Property in its present condition until its **possession** is
- 123 delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing
- 124 to determine whether Seller has complied with this paragraph. **Seller shall remove all debris and personal property**
- 125 **not included in the sale.**
- 126 3. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be
- 127 borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to
- 128 closing, Buyer, at Buyer's option, may either (a) **terminate this Agreement with prompt return of earnest money**
- 129 **to buyer or (b) elect to close the transaction**, in which event Seller's right to all real property insurance proceeds
- 130 resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
- 131 4. **UTILITIES/MUNICIPAL SERVICES:** Seller shall pay for all municipal services and public utility charges through the
- 132 day of possession.

133 I. **SURVEY:** Buyer shall receive a (Check one) **SURVEYOR LOCATION REPORT**, which is a survey where corner

134 markers are not set; **BOUNDARY SURVEY**, which is a survey where corner markers of the Property are set prior to

135 closing; **WAIVED**, no survey unless required by lender; at (Check one) **Buyer's expense (included in**

136 **allowance, if provided)** **Seller's expense** **Shared equally.** The survey shall (1) be received prior to closing and

137 certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and

138 easements. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees

139 associated with Brokers are released from any and all liability relating to any issues that could have been discovered by

140 a survey. This release shall survive the closing.

141 J. **FLOOD AREA:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's

142 expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums

143 or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents

144 regarding the need for flood insurance and possible premium increases. Buyer **may** **may not terminate this**

145 **Agreement if the Property requires flood insurance.**

146 K. **BUILDING USE LIMITATIONS:** Buyer **may** **may not terminate this Agreement if the Property is subject to building**

147 **or use limitations by reason of the location, which materially interfere with Buyer's intended use of the Property. Buyer**

148 **shall have _____ after acceptance of this Agreement to satisfy this contingency.**

149 L. **HOMEOWNER'S INSURANCE:** Completion of this transaction shall be contingent upon the Buyer's ability to

150 obtain a favorable written commitment for homeowner's insurance within 15 days after acceptance of this

151 **Agreement. Buyer should consult with one or more insurance agents regarding optional, or additional, coverage.**

152 M. **ENVIRONMENTAL CONTAMINANTS ADVISORY/RELEASE:** Buyer and Seller acknowledge that Listing Broker,

153 Selling Broker and all licensees associated with Brokers are NOT experts and have NO special training, knowledge or

154 experience with regard to the evaluation or existence of possible lead-based paint, radon, mold and other biological

155 contaminants ("Environmental Contaminants") which might exist and affect the Property. Environmental Contaminants

156 at harmful levels may cause property damage and serious illness, including but not limited to, allergic and/or respiratory

157 problems, particularly in persons with immune system problems, young children and/or the elderly.

158 Buyer is **STRONGLY ADVISED** to obtain inspections (see below) to fully determine the condition of the Property and its

159 environmental status. The **ONLY** way to determine if Environmental Contaminants are present at the Property at

160 harmful levels is through inspections.

161 Buyer and Seller agree to consult with appropriate experts and accept all risks for Environmental

162 Contaminants and release and hold harmless all Brokers, their companies and licensees from any and all

163 liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result,

164 repair, disclosed defect or deficiency affecting the Property, including Environmental Contaminants. This

165 release shall survive the closing.

166 N. **INSPECTIONS: (Check one)**

167 Buyer has been made aware that independent inspections disclosing the condition of the property may be

168 conducted and has been afforded the opportunity to require such inspections as a condition of this Agreement.

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- 178 1. **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**
- 179 Buyer WAIVES inspections and relies upon the condition of the Property based upon Buyer's own
- 180 examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with
- 181 Brokers from any and all liability relating to any defect or deficiency affecting the Property, which
- 182 release shall survive the closing. Required FHA/VA or lender inspections are not included in this
- 183 waiver.
- 184
- 185 2. **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS** (including Lead-Based Paint)
- 186 Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or
- 187 Buyer's lender(s). All inspections shall be:
- 188 a. At Buyer's expense (unless agreed otherwise by the parties or required by lender);
- 189 b. Conducted by licensed, independent inspectors or qualified independent contractors selected by
- 190 Buyer within the following time periods.
- 191 Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's inspections. Seller must make all
- 192 areas of the Property available and accessible for Buyer's inspection.
- 193
- 194 3. **PROPERTY IS SOLD "AS IS"**. See Attached Addendum.
- 195

196 **INSPECTION/RESPONSE PERIOD:**

- 197 A. **INITIAL INSPECTION PERIOD:** Buyer shall order all independent inspections after acceptance of the Purchase
- 198 Agreement. Buyer shall have 15 days beginning the day following the date of acceptance of the Purchase
- 199 Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").
- 200 B. **SCOPE OF INSPECTION:** Inspections may include but are not limited to the condition of the following systems and
- 201 components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement, crawl space,
- 202 well/septic, water, wood destroying insects and organisms, lead-based paint (note: intact lead-based paint that is in
- 203 good condition is not necessarily a hazard), radon, mold and other biological contaminants and/or the following:
- 204
- 205 C. **ADDITIONAL INSPECTION:** If the INITIAL inspection report reveals the presence of lead-based paint, radon, mold
- 206 and other biological contaminants, or any other condition that requires further examination or testing, then Buyer
- 207 shall notify Seller in writing and have _____ additional days from the deadline listed above to order,
- 208 receive and respond in writing to all inspection reports.
- 209 D. **INSPECTION RESPONSE(S) REQUIRED:** If the Buyer does not comply with any Inspection/Response Period or make
- 210 a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property
- 211 shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the
- 212 other party's Independent Inspection Response, then that inspection response is accepted. A timely request for
- 213 extension is not an acceptance of the inspection response, whether or not granted. A reasonable time period to respond
- 214 is required to prevent misuse of this acceptance provision. Factors considered in determining reasonable time periods
- 215 include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and
- 216 need of responding party to obtain additional opinions to formulate a response.
- 217 E. **IF DEFECT IS IDENTIFIED:** If an Inspection Report reveals a DEFECT(S) with the Property, the Buyer must:
- 218 1. Provide the inspection report, or relevant parts thereof, to the Seller; and
- 219 2. Give the Seller the opportunity to remedy the defect(s).
- 220 F. **SELLER RESPONSE TO INSPECTION DEFECT:** If Seller is unable or unwilling to remedy the defect(s) to Buyer's
- 221 reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this
- 222 Agreement or waive such defect(s) and the transaction shall proceed toward closing.
- 223 G. **DEFECT DEFINED:** Under Indiana law, "Defect" means a condition that would have a significant adverse effect on
- 224 the value of the Property, that would significantly impair the health or safety of future occupants of the property, or
- 225 that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of
- 226 the premises.
- 227 H. **PREVIOUSLY DISCLOSED DEFECT:** Buyer agrees that any property defect(s) previously disclosed by Seller, or routine
- 228 maintenance and minor repair items mentioned in any report, shall not be a basis for termination of this agreement.
- 229 I. **INSPECTION RELEASE:** Buyer releases and holds harmless all Brokers and their companies from any and all
- 230 liability, including attorney's fees and costs, arising out of or related to any inspection, inspection result, repair,
- 231 disclosed defect or deficiency affecting the Property, including but not limited to lead-based paint, radon, mold and
- 232 other biological contaminants. This release shall survive the closing.
- 233
- 234 O. **LIMITED HOME WARRANTY PROGRAM:**
- 235 Buyer acknowledges the availability of a LIMITED HOME WARRANTY PROGRAM with a deductible paid by Buyer
- 236 which will will not be provided at a cost not to exceed \$ \$690.00 U.S. Dollars charged to Buyer
- 237 Seller and ordered by Buyer Seller. Buyer and Seller acknowledge this LIMITED HOME WARRANTY
- 238 PROGRAM may not cover any pre-existing defects in the Property nor replace the need for an independent home
- 239 inspection. Broker may receive a fee from the home warranty provider and/or a member benefit. The Limited Home
- 240 Warranty Program is a contract between Buyer/Seller and the Home Warranty Provider. The Parties agree that Brokers
- 241 and their companies shall be released and held harmless in the event of claims disputes with the Home Warranty
- 242 Provider.

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243 P. **DISCLOSURES: (Check one)**

- 244 1. Buyer has has not not applicable received and executed SELLER'S RESIDENTIAL REAL ESTATE
- 245 SALES DISCLOSURE.
- 246 2. Buyer has has not not applicable received and executed a LEAD-BASED PAINT CERTIFICATION
- 247 AND ACKNOWLEDGEMENT.
- 248

249 Q. **TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with a title insurance commitment for the
 250 most current and comprehensive ALTA Owner's Title Insurance Policy available in the amount of the purchase price or
 251 an abstract of title continued to date, showing marketable title to Property in Seller's name. Seller must convey title free
 252 and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions
 253 or easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's
 254 request, can provide information about availability of various additional title insurance coverages and endorsements and the associated
 255 costs.

256
 257 **OWNER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Owner's Policy
 258 (including title search and examination and commitment preparation), to be paid by Buyer (included in allowance,
 259 if provided) Seller Shared equally.

260
 261 **LENDER'S TITLE INSURANCE PREMIUM** and that portion of Title Service Fees incurred to prepare the Lender's Policy
 262 (including title search and examination and commitment preparation), if applicable, to be paid by Buyer (included in
 263 allowance, if provided) Seller Shared equally Other _____

264
 265
 266 The parties agree that Seller Buyer will select a title insurance company to issue a title insurance policy and will
 267 order the commitment immediately or other: Meridian Title

268
 269
 270 Pursuant to Federal and State Law, Seller cannot make Seller's selection of a title insurance provider a condition of this
 271 Agreement.

272
 273 Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed
 274 and vendor's affidavit), so that marketable title can be conveyed.

275
 276 R. **TAXES: (Check appropriate paragraph number)**

- 277 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on
- 278 _____, _____, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for
- 279 the Property payable before that date.
- 280 2. All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by Seller either to the
- 281 County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the current
- 282 calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.
- 283 3. For recent construction or other tax situations. Seller will give a tax credit of
- 284 \$ _____ U.S. Dollars to Buyer at closing. This shall be a final settlement.
- 285

286 **For purposes of paragraph 1 and 2:** For the purpose of determining the credit amount for accrued but unpaid taxes,
 287 taxes shall be assumed to be the same as the most recent year when taxes were billed based upon certified tax rates.
 288 This shall be a final settlement.

289
 290 **WARNING:**

291 *The succeeding year tax bill for recently constructed homes or following reassessment periods may greatly exceed
 292 the last tax bill available to the closing agent.

293
 294 *Buyer acknowledges Seller's tax exemptions and/or credits may not be reflected on future tax bills.

295
 296 *Buyer may apply for current-year exemptions/credits at or after closing.

297
 298 S. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or
 299 taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited
 300 to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall pay any
 301 special assessments applicable to the Property for municipal improvements previously made to benefit the Property.
 302 Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that
 303 no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing
 304 conditions. Public or municipal improvements which are not completed as of the date above but which will result in a

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305 lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements
306 completed after the date of this Agreement.
307

308 T. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the
309 Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in
310 writing to a different date and/or time.
311

312 **Note: Seller and Buyer have the right to withdraw any offer/Counter Offer prior to written acceptance and**
313 **delivery of such offer/Counter Offer.**
314

315 U. **HOMEOWNERS ASSOCIATION/CONDOMINIUM ASSOCIATION ("Association"):** Documents for a mandatory
316 membership association shall be delivered by the Seller to Buyer within n/a days after acceptance of this
317 Agreement, but not later than 10 days prior to closing pursuant to I.C. 32-21-5-8.5. Brokers are not responsible for
318 obtaining, verifying or interpreting this information. The parties agree that Brokers and their companies shall be
319 released and held harmless from any and all liability arising out of or related to these documents.
320

321 If the Buyer does not make a written response to the documents within n/a days after receipt, the documents
322 shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and such
323 provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be
324 refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing,
325 within n/a days after Buyer's approval of the documents. Fees charged by the "Association", or its management
326 company, for purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer
327 and Seller. Start-up or one time reserve fees, if any, shall be paid by Buyer.
328

329 **Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall**
330 **therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the**
331 **Property.**
332

333 V. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable
334 proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally
335 entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.
336

337 W. **ADDITIONAL PROVISIONS:**
338

- 339 1. Unless otherwise provided, any proration's for rent, taxes, insurance, damage deposits, association
340 dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.
341
- 342 2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence
343 insurance. Broker is not responsible for providing or verifying this information.
344
- 345 3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at
346 www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this information.
347
- 348 4. The Indiana Sheriff's Sex Offender Registry (www.indianasheriffs.org) exists to inform the public about the
349 identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or
350 verifying this information.
351
- 352 5. Conveyance of this Property shall be by general Warranty Deed, or by _____
353 subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.
354
- 355 6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act,
356 Seller will pay applicable tax obligation.
357
- 358 7. Any notice required or permitted to be delivered shall be deemed received when personally delivered, transmitted
359 electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return
360 receipt requested, addressed to Seller or Buyer or the designated agent of either party.
361
- 362 8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is
363 binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.

1120 S 11th Street, Goshen, IN 46526-4406

(Property Address)

- 364 9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the
- 365 invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.
- 366
- 367 10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or
- 368 written or oral agreements between the parties' respecting the transaction and cannot be changed except by their
- 369 written consent.
- 370
- 371 11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the
- 372 Property.
- 373
- 374 12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders,
- 375 loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty
- 376 companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select
- 377 providers other than those referred or recommended to them by Broker(s). The Parties agree that Brokers and their
- 378 companies shall be released and held harmless in the event of claims disputes with any service provider.
- 379
- 380 13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2)
- 381 information regarding this transaction may be published in a listing service, internet or other advertising media.
- 382
- 383 14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed
- 384 until this transaction is closed.
- 385
- 386 15. Buyer and seller consent to receive communications from Broker(s) via telephone, U.S. mail, email, text message
- 387 and facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the
- 388 contrary.
- 389
- 390 16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____
- 391
- 392 17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.
- 393

394 X. **FURTHER CONDITIONS (List and attach any addenda): If the cost of required repairs to be paid by Seller**
 395 **exceeds \$5,000.00, Seller may terminate the agreement (this is in addition to the \$5,000.00 closing cost the**
 396 **Seller had agreed to pay).**
 397 _____
 398 _____
 399 _____
 400 _____
 401 _____
 402 _____
 403 _____
 404 _____

405 Y. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this
 406 document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction
 407 to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil
 408 engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.
 409

410 Z. **ACKNOWLEDGEMENTS:** This is is not a limited agency transaction. Buyer and Seller acknowledge that
 411 each has received agency office policy disclosures, has had agency explained, and now confirms all agency relationships.
 412 Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction.
 413

414 **EXPIRATION OF OFFER:** Unless accepted in writing by Seller and delivered to Buyer by _____ **6:00**
 415 AM PM Noon, on **May 11, 2020**, this Purchase Agreement shall be null
 416 and void and all parties shall be relieved of any and all liability or obligations.
 417

418 This Agreement/contract together with any and all subsequent forms, amendments and addenda may be executed
 419 simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall
 420 constitute one and the same instrument. The parties agree that this Agreement, together with any and all subsequent
 421 forms, amendments and addenda may be transmitted between them electronically or digitally. The parties intend that
 422 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The
 423 original documents shall be promptly delivered, if requested.
 424
 425

1120 S 11th Street, Goshen, IN 46526-4406
 (Property Address)

426 By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge
427 receipt of a signed copy.

428 DocuSigned by:
429 Brittani Troesper 5/8/2020
430 BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

431
432 Brittani Troesper
433 PRINTED PRINTED

435 AA. SELLER'S RESPONSE: (Check appropriate paragraph number):

436
437 On _____, at _____ AM PM Noon

- 438
- 439 1. The above offer is Accepted.
- 440
- 441 2. The above offer is Rejected.
- 442
- 443 3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter
- 444 Offer.
- 445
- 446

447 By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge
448 receipt of a signed copy.

449 [Signature] 5/11/20
450
451 SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

452 Larry A Backes
453
454 PRINTED PRINTED



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1120 S 11th Street, Goshen, IN 46526-4406

(Property Address)

Page 8 of 8 (Purchase Agreement)
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SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE
 State Form 46234 (R6/6-14)

Date (month, day, year)

Note: This form has been modified from the version currently found at 676 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by P.L. 160-2014. This revision will be made to 676 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, and ZIP code)

1. The following are in the conditions indicated:

A. APPLIANCES	Repaired/Replaced	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEMS	Repaired/Replaced	Defective	Not Defective	Do Not Know	
Built-in Vacuum System	✓				Cistern				✓	
Clothes Dryer	✓				Septic Field/Bed				✓	
Clothes Washer	✓			✓	Hot Tub				✓	
Dishwasher	✓				Plumbing				✓	
Disposal	✓				Aerator System				✓	
Freezer	✓				Sump Pump				✓	
Gas Grill	✓				Irrigation Systems	✓				
Hood	✓		✓	✓	Water Heater/Electric	✓				
Microwave Oven	✓		✓	✓	Water Heater/Gas				✓	
Oven	✓		✓	✓	Water Heater/Solar	✓				
Range	✓		✓	✓	Water Purifier				✓	
Refrigerator	✓		✓	✓	Water Softener				✓	
Room Air Conditioner(s)	✓				Well				✓	
Trash Compactor	✓				Septic and Holding Tank/Septic Mound				✓	
TV Antenna/Dish					Geothermal and Heat Pump				✓	
Other:					Other Sewer System (Explain)				✓	
					Swimming Pool & Pool Equipment	✓				
								Yes	No	Do Not Know
					Are the structures connected to a public water system?			✓		
					Are the structures connected to a public sewer system?			✓		
					Are there any additions that may require improvements to the sewage disposal system?					✓
					If yes, have the improvements been completed on the sewage disposal system?					✓
					Are the improvements connected to a private/community water system?					✓
					Are the improvements connected to a private/community sewer system?					✓
B. Electrical System	Repaired/Replaced	Defective	Not Defective	Do Not Know	D. HEATING & COOLING SYSTEMS	Repaired/Replaced	Defective	Not Defective	Do Not Know	
Air Purifier				✓	Attic Fan				✓	
Burglar Alarm				✓	Central Air Conditioning				✓	
Ceiling Fan(s)				✓	Hot Water Heat	✓				
Garage Door Opener / Controls				✓	Furnace Heat/Gas				✓	
In-Home Telephone Wiring and Blocks/Jacks				✓	Furnace Heat/Electric	✓				
Intercom	✓				Solar Home-Heating	✓				
Light Fixtures				✓	Woodburning Stove	✓				
Stairs	✓				Fireplace	✓				
Smoke/Fire Alarm(s)				✓	Fireplace Insert	✓				
Switches and Outlets				✓	Air Cleaner	✓				
Vent Fan(s)				✓	Humidifier	✓				
60/100/200 Amp Service (Circle one)					Propane Tank	✓				
Generator	✓				Other Heating Source	✓				

NOTE: Means a condition that would have a significant "defect" adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller: [Signature] Date (mm/dd/yy): 1/7/20
 Signature of Buyer: [Signature] Date (mm/dd/yy): 5/8/2020
 Signature of Seller (at closing): [Signature] Date (mm/dd/yy):
 Signature of Buyer (at closing): [Signature] Date (mm/dd/yy):



LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
(SALES)

For use only by members of the Indiana Association of REALTORS®

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PROPERTY ADDRESS: 1120 S 11th St, Goshen, IN 46526-4406

LEAD WARNING STATEMENT

Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE

(a.) Presence of lead-based paint and/or lead-based paint hazards: (check (I) or (II) below)

- (I) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- (II) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b.) Records and reports available to the seller: (check (I) or (II) below)

- (I) Seller has provided the buyer with all available records and reports including Seller's Residential Real Estate Sales Disclosure form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and attach documents below): _____
- (II) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGEMENT (Initial)

- (c) Buyer has received copies of all information listed above.
- (d) Buyer has received the pamphlet Protect Your Family From Lead In Your Home.
- (e) Buyer has (check (I) or (II) below):
 - (I) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards;
 - OR
 - (II) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

BROKER'S ACKNOWLEDGMENT (Initial)


(f.) Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance. (NOTE: where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)

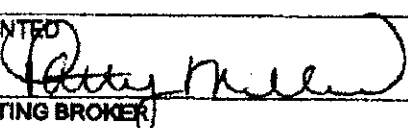
1120 S 11th St, Goshen, IN 46526-4406
(Property Address)

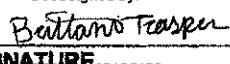
47 **CERTIFICATION OF ACCURACY**

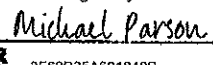
48 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they
49 have provided is true and accurate.

50 This *Certification and Acknowledgment* may be executed simultaneously or in two or more counterparts, each of which shall be
51 deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this
52 *Certification and Acknowledgment* may be transmitted between them electronically or digitally. The parties intend that
53 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original
54 document shall be promptly delivered, if requested.

55
56
57
58  1/7/20 DATE
59 SELLER'S SIGNATURE
60 JEREMY P. SUITSMAN
61 PRINTED

62
63
64 SELLER'S SIGNATURE DATE
65
66
67 PRINTED
68  01/08/2020
69 LISTING BROKER DATE
70

DocuSigned by:
 5/8/2020
BUYER'S SIGNATURE DATE
Brittani Trospen
PRINTED

DocuSigned by:
 5/8/2020
SELLING BROKER DATE



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1120 S 11th St, Goshen, IN 46526-4406
(Property Address)



City Clerk-Treasurer

CITY OF GOSHEN

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

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

clerktreasurer@goshencity.com • www.goshenindiana.org

18 May 2020

Memorandum

To: Board of Public Works & Safety
From: Adam C. Scharf, Clerk-Treasurer
Re: Coronavirus Relief Fund Program

The City of Goshen has been conditionally allocated up to \$1,089,008 in reimbursement for qualified expenses through the Coronavirus Relief Program as a part of the federal CARES Act of 2020.

Finance Department requests authorization to proceed with the application process.

Please approve Resolution 2020-19: Participation in Coronavirus Relief Program and authorize Mayor Stutsman to sign the agreement.

RESOLUTION 2020-19

Participation in Coronavirus Relief Fund Program

WHEREAS the Indiana Finance Authority is administering a program in which Coronavirus Relief Funds will be made available to certain Indiana political subdivisions to reimburse for eligible expenses incurred directly related to addressing the COVID-19 pandemic.

WHEREAS the Coronavirus Relief Funds will be allocated to counties, cities and towns based upon population, and the City of Goshen is eligible for reimbursement of up to \$1,089,008.00 in eligible expenses.

WHEREAS the City of Goshen wishes to participate in this program to request reimbursement for of eligible expenses.

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

- (1) Mayor Jeremy P. Stutsman is authorized to request reimbursement for eligible expenses incurred by the City of Goshen directly related to the City's efforts in addressing the COVID-19 pandemic by executing and returning the Coronavirus Relief Fund Acceptance Certification, a copy of which is attached to this resolution.
- (2) Clerk-Treasurer Adam C. Scharf is designated as the City of Goshen's contact person that the Indiana Finance Authority can contact with any questions related to the reimbursement request and/or supporting documentation.
- (3) The Mayor and Clerk-Treasurer are authorized to complete and execute any other necessary forms and submit all necessary documentation as required to request reimbursement of eligible expenses under the Coronavirus Relief Fund Program.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on May 18, 2020.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

CORONAVIRUS RELIEF FUND ACCEPTANCE CERTIFICATION

I, Jeremy P. Stutsman, certify that I am the chief executive officer (Chief Executive) of the City of Goshen, Indiana (Participant) and, on behalf of the Participant, I hereby certify, represent, warrant and agree that:

1. I have the authority to bind the Participant by this certification and to make each related request seeking direct payment and/or reimbursement (each a CARES Act Request whether now or hereafter requested) from the Coronavirus Relief Fund Program (CRF Program) created by the State of Indiana as managed by the Indiana Finance Authority (Finance Authority); and
2. All CRF Program funds (and each CARES Act Request) are subject to section 601(a) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and
3. The State of Indiana and the Finance Authority are authorized to rely upon this certification as a material representation made by the Participant (and by me, as the Chief Executive Officer of the Participant) in connection with each CARES Act Request; and
4. Each CARES Act Request meets the CARES Act qualifications and requirements including but not limited to that:
 - a. All expense payment and reimbursement requests only qualify if: (i) necessary expenditures directly incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (ii) such are not being accounted for in the budget most recently approved as of March 27, 2020, for the Participant; and (iii) having been incurred during the period that begins March 1, 2020 and ends on December 30, 2020; and
 - b. Each CARES Act Request adheres to federal guidance issued or to be issued on what constitutes a necessary expenditure; and
 - c. Each CARES Act Request is submitted with appropriate documentation, including payroll records, invoices, sales receipts, etc.; and
 - d. CRF Program funds as made available by any CARES Act Request are not used as a revenue replacement for lower than expected tax or other revenue collections; and
 - e. CRF Program funds as made available by any CARES Act Request are not used to reimburse or pay expenditures for which any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) was received for the same expense.
5. Failure of any CARES Act Request to meet any CARES Act qualifications and requirements (or if there is any misrepresentation made by the Participant related to this certification) shall require, upon any request of the Finance Authority, that the Participant repay to the State of Indiana the related CRF Program funds.

6. To the extent that any CARES Act Request submitted by the Participant seeks to pay or reimburse any COVID-19 related expenses incurred by another political subdivision located within the same jurisdiction as the Participant, by this certification, the Participant is making the same certifications, representations, warranties and agreements as set forth above in regards to such a CARES Act Request and for which the Participant shall be fully and legally responsible.

I certify under the penalties of perjury, subject to IC 35-44.1-2-1, that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

City of Goshen, Indiana

By: Jeremy P. Stutsman

Signature: _____

Title: Mayor

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, personally appeared Jeremy P. Stutsman, known to me to be the Mayor of the City of Goshen, Indiana, and I acknowledge the execution of the foregoing.

Witness my hand and Notarial Seal this _____ day of May, 2020.

My Commission Expires:

Notary Public Residing in _____ County,
Indiana

(Printed Signature)

[IN ORDER TO HAVE ANY COVID-19 RELATED EXPENSES REIMBURSED, THIS FULLY EXECUTED AND NOTARIZED CORONAVIRUS RELIEF FUND ACCEPTANCE CERTIFICATION MUST BE E-MAILED AND SENT VIA U.S. MAIL TO THE FOLLOWING ADDRESS]

E-mail Address: covid-19@ifa.in.gov

U.S. Mail: Indiana Finance Authority
One North Capitol, STE 900
Indianapolis, IN 46204
Attention: Coronavirus Relief Fund Program Administrator



STATE OF INDIANA

Eric J. Holcomb
Governor

OFFICE OF MANAGEMENT & BUDGET

215 State House
Indianapolis, Indiana 46204-2796
317-232-5610

Cristopher R. Johnston
Director

May 14, 2020

Dear Municipal Chief Executive Officer:

The State of Indiana has received a direct distribution of Coronavirus Relief Funds (CRF) from the United States Treasury that may be used for the limited purposes set forth in section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). As recently announced by Governor Holcomb, \$300,000,000 of these funds will be made available to reimburse certain expenses incurred by Indiana political subdivisions. The funds have been allocated to counties, cities and towns based upon population. Townships seeking reimbursement for eligible COVID-19 expenses should coordinate with their county government. Other political subdivisions should coordinate with their enabling body. School corporations are not eligible for participation in this program. Funding and allocations may be adjusted based upon need.

The Indiana Finance Authority (IFA) has been asked to develop a program to enable eligible (CARES Act) expenditures to quickly be reimbursed. Please go to the IFA web site <https://www.in.gov/ifa/> for additional information as to eligible expenses, the amount allocated to each county and municipality, and to obtain the required documents needed for reimbursement. Questions may be submitted to COVID-19@ifa.in.gov.

Initial guidance from the federal government requires that each state may only reimburse expenditures directly related to addressing the COVID-19 pandemic. The federal guidance provides examples of eligible expenses that include payroll expenses resulting from non-budgeted staffing levels, cleaning or disinfection supplies, medical supplies, personal protection equipment, and testing. A more detailed list of eligible expenses in which the State would like to prioritize can be found on the IFA's web site. Please note: **THE CRF FUNDS MAY NOT BE USED TO OFFSET LOST REVENUES.**

The CARES Act provides that the Inspector General of the United States Department of Treasury shall conduct monitoring and oversight as to the appropriate use of all funds and each state shall be responsible for the appropriate use of all funds, including those disbursed to or on behalf of Indiana political subdivisions. Therefore, the IFA will be asked to implement a strict set of guidelines as to the use of CRF funds and the requirement that each request for reimbursement be supported by appropriate invoices and/or other clear documentation as to their use of funds. Requesting reimbursement for expenses prioritized by the State and set forth in the IFA guidance will limit required third party review and expedite your community's request for reimbursement.

If your community elects to participate in this program, your chief executive must sign and return the Coronavirus Relief Fund Acceptance Certification which can be found on the IFA's website.

Sincerely,

Cristopher R. Johnston

Coronavirus Relief Fund Reimbursement Request Form

County, City or Town Contact Information ("Participant")

Participant Name:		Request Number:	
DUNS #:		Federal Congressional District:	
Mailing Address:			
City:		State:	IN ZIP Code:
Contact Person:		Contact Phone Number:	
Authorized Representative (Chief Executive of Participant):		Authorized Representative Phone	

If requesting reimbursement to the Participant by wire transfer please provide the following information:

Bank Name:		Bank Routing Number:	
Account Name:		Account Number:	

Eligible Coronavirus Relief Fund Expenditure Information

Description of funding request in compliance with CARES Act:		
Using the attached "Designated Expense Items that May Be Reimbursed by CARES ACT Funding" sheet, please <u>list</u> to the right which of numbers 1 through 6 corresponds to the "Designated Expense Items" that you are seeking to pay or reimburse under this request. If this request is for a number 6 "Designated Expense Item" that you represent is eligible, please note that such a request will be subject to additional process and timelines.	Designated Item Nos:	_____
Is this claim a necessary expenditure incurred due to the public health emergency with respect to COVID-19?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Were expenditures for which you are requesting reimbursement not accounted for in the budget most recently approved for your political subdivision on or before March 27, 2020?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Are the dates of the expenditures for which you are requesting reimbursement during the period that begins March 1, 2020 and ends on December 30, 2020?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If yes is marked, this request is representing that <u>all</u> listed expenditures have already been paid by the Participant and it is only seeking a reimbursement under this request. If no is marked, then also state below how the listed expenditures that are not being reimbursed with this request are being paid.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Has any part of this expense been reimbursed by insurance, legal settlement, or any other emergency COVID-19 supplemental funding (whether state, federal or private in nature)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Eligible Coronavirus Relief Fund Amount Requested:

Total Amount allocated to Participant by State:	\$	
Total Amount of Previous Requests:	\$	
Total Amount to be Paid with this Request:	\$	
Total Amount available for future Requests:	\$	

The undersigned hereby certifies under penalties of perjury that this request for reimbursement from the Coronavirus Relief Fund is true and accurate and qualifies with all conditions of section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Relief and Economic Security "CARES" ACT and the Coronavirus Relief Fund Acceptance Certification I previously signed and submitted to the Indiana Finance Authority.

Authorized Representative Signature:		Date:	
--------------------------------------	--	-------	--

For Internal Use Only:

Approved By:		Date:		\$	\$
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Please return this Reimbursement Request and all supporting documentation to the Indiana Finance Authority
Via E-mail: COVID-19@if.a.in.gov
Via Regular Mail: Indiana Finance Authority, One North Capitol, STE 900, Indianapolis, IN 46204
Attention: Coronavirus Relief Fund Program Administrator

Designated Expense Items That May Be Reimbursed by CARES ACT Funding

1. Medical expenses such as:
 - a. COVID-19 related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19 related treatment.
2. Public health expenses such as:
 - a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to COVID-19 public health emergency.
 - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19 related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
3. Unforeseen payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Overtime hours associated with these types of expenses will be prioritized for reimbursement.
 - a. Verification needed of overtime hours worked and associated cost (*e.g.* payroll system report).
 - b. Verification needed of other related expenses, if any.
 - c. Detailed description of duties performed and how they are related to COVID-19.
 - d. Public health and public safety payroll expenses may not be presumed eligible. Reimbursement of such expenses is limited to employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19 related public health measures, such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions are not eligible for reimbursement.
 - e. COVID-19 related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID -19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support to non-governmental entities or persons in connection with the COVID-19 public health emergency are not reimbursable except such expenses that are associated with the provision of economic support to small businesses in connection with the COVID-19 public health emergency and shall be limited to only the costs of personal protective equipment.
6. Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the CARES ACT Fund's eligibility criteria.
 - a. Specific details and invoice documentation will be required.
 - b. Costs (payroll or any other expense) that were accounted for in the budget most recently approved as of march 27, 2020 and are used for a substantially different use from what was originally anticipated in such a line item, allotment, or allocation are not eligible for reimbursement.