



MINUTES of 2:00 p.m. August 10, 2020 Regular Meeting Board of Public Works & Safety and Stormwater Board

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

Present: Board Chair Jeremy Stutsman, Member Mike Landis, Member Mary Nichols

Minutes of Aug. 3 were presented. Landis/Nichols moved to approve as presented. Passed 3-0.

Mayor requested the following items be added to the agenda:

Rock Run Sewer Improvements Emergency Declaration

Utility Shut-off Policy Changes

Utility Assistance Program

Landis/Nichols moved to approved agenda as amended. Passed 3-0.

Resignation of Fire Inspector Matt Stamm

Fire Chief Dan Sink notified board of the resignation and return to B-shift.

Landis/Nichols moved to accept resignation of Matt Stamm from Fire Prevention Bureau to B-shift. Passed 3-0.

Promotion of Sergeant John W. Evans to Fire Inspector

Sink announced that John W. Evans had accepted position of Fire Inspector.

Landis/Nichols moved to accept the promotion of John W. Evans to Fire Inspector in the Fire Inspection Bureau of the Goshen Fire Dept. effective Aug. 21, 2020. Passed 3-0.

Evans was sworn in by Mayor.

Variance Request: Parking & Driveway Surfaces – 2307 Bashor Rd.

Mayor stated he viewed site and saw some gravel in other areas. Said there was a need to convene Planning and Engineering Depts. to get a better idea of how to do these in the future so they are not handled one at a time. Thought new policy should consider pervious surfaces and cost of concrete.

Landis stated he drove by site. Said in ten years of this policy being in place and requests for residential variances, first question has been the nature of neighborhood and number of gravel driveways. Pretty much held to standard that if neighborhood is predominantly hard surface (as this neighborhood is; saw only two gravel drives in neighborhood). Have never ahead of time approved. Had this come a month ago, would have been comfortable with denial. Neighbors are likely not thrilled with gravel. Landis further explained it is difficult with gravel already being in place. Standards may be outdated.



Nichols stated she agrees with need to keep things consistent. If things are going to be changed perhaps this will

Mayor agreed it is tougher when improvements already made; doesn't want people to think they can proceed then come to board and it will be fine. Suggested to deal with this one and get better policy to follow more consistently in future. Said he is inclined to approve use of gravel with restrictions Board of Zoning Appeals put in place.

Clarification regarding BOW and BZA jurisdiction.

Clerk-Treasurer Adam Scharf asked whether board typically cites rationale for variance comparable to Board of Zoning Appeals.

Mayor said that typically reason is included in motion.

Landis said in past, former City Attorney Larry Barkes required that they cite specific reason for variance. Read through reasons provided in policy and said it was hard to cite any of them as reason for variance for this situation.

City Attorney Bodie Stegelmann clarified that it can be either/or infrequently-used or overflow parking. Mayor said this was for overflow parking.

Mayor said new policy could take into account when people have kids with cars for a few years, etc.

Landis said board had approved temporary variance on corner of Clinton and Riverside with understanding that it would be removed when not needed. Said only could support with condition that imminent need is present and that it meet new standards if changes are made to policy.

Mayor asked property owner Norm Weaver how many years he would need extra parking given number of people in house. Weaver said one year. Mayor suggested 2-3 years.

Landis/Nichols moved to allow crushed concrete/gravel for a two year period with condition that at end of period, re-application for approval or it is removed. (Friendly adjustment from ensuing discussion: ONLY outside public right-of-way.) Passed 3-0.

Mayor said this is complying with need for overflow parking in the policy.

Director of Public Works Dustin Sailor asked for clarification regarding allowance for gravel in public right-of-way. Mayor said his understanding was BZA dealt with that piece. Sailor stated right-of-way is Board of Works. Motion was amended.

City councilor Jim McKee said he was glad corner of Clinton and Riverside came up. Stated that BZA denied and gravel was removed. Said three years was too long. Mayor stated decision was for two years. McKee said there is a double standard. Mayor said BZA may deny this request.

Stegelmann clarified that only one member of Board of Works can attend non-public meetings.

Request by The Post to Close N. 6th St. Sept. 3

Eman Monge presented request for an outdoor concert and event, 6-8 p.m. Said it was same street segment between Lincoln and alley as block party last year.

Mayor said COVID-19 safety plan to Elkhart County Health Department and City of Goshen would be required. Monge agreed.

Landis/Nichols moved to approve closure of N. 6th St. from Lincoln Ave. to the alley Thurs. Sept. 3 with condition that health plan be submitted to City. Passed 3-0.



Request for Trash Container Placement, 100-block E. Lincoln Aug. 11-18

Adam Scharf, Rethinking Buildings LLC, presented request for upstairs apartment renovation.

Landis/Nichols moved to approve placement of trash container in 100-block of E. Lincoln Ave. for one week beginning Tues. Aug. 11. Passed 3-0.

Letter of Support for Elkhart River Restoration Association for the Updating of the Elkhart River Watershed Management Plan

Stormwater Coordinator Jason Kauffman read from the packet memo explaining that ERRA is seeking support for upcoming EPA 319 grant application.

Landis/Nichols moved to approve and sign the letter of support to ERRA for grant request. Passed 3-0.

Railroad Agreement: N. Main St. Improvements, JN: 2016-0020

Sailor explained request for authorization for Administrative Engineer Bryce Gast to sign DocuSign agreement with the railroad to allow for improvements up to the track on N. Main St.

Landis/Nichols moved to authorize Administrative City Engineer Bryce Gast to electronically sign and submit the agreement with Norfolk Southern to allow the repair of the existing sewer under railroad tracks. Passed 3-0.

Agreements: Douglas Cleaners, Inc. d/b/a ImageFirst for GFD Gown Service

Fire Chief Dan Sink explained shortage of gowns due to COVID-19. He contacted Goshen Health and this is the company they use for the surgical center on College Ave.

Mayor asked about authorizing additional years. Stegelmann advised.

Sink explained that use ratio is basis of agreement. Numbers in current proposal are based on current call volume.

Landis/Nichols moved to approve and authorize the mayor to execute the agreements with Douglas Cleaners, Inc. d/b/a ImageFirst to provide, clean and deliver personal protection gowns to Stations 1, 3, and 4 for up to two years. Passed 3-0.

Agreement: St. Joseph River Basin Commission for Financial Assistance

Landis/Nichols moved to approve St. Joseph River Basic Commission Agreement for 2020 in amount of \$2603. Passed 3-0.

Agreement: Chamber of Commerce for Financial Assistance

Landis/Nichols moved to approve Goshen Chamber of Commerce Agreement for 2020, which includes a \$50,000 payment to support the Chamber. Passed 3-0.

Rock Run Sewer Improvements Emergency Declaration, JN: 2019-0025

Attached as Exhibit A: Memo presented in meeting

Sailor explained that in process of drilling dewatering wells, contractor drilled through trunk line that is going to be abandoned in November. Selge Construction assisted. He explained



that request is for acknowledgement of emergency and informed board that additional charges for dewatering, bypass pumping, etc. will be forthcoming.

Landis/Nichols moved to approve the emergency declaration for JN 2019-0025C which allows for past work that was done during emergency when sewer was impacted. Passed 3-0.

Resolution 2020-27: Utility Shut-off Policy Changes

Attached as Exhibit B: Memo presented by Stegelmann in meeting, policy changes

Mayor asked Sailor whether 600 households facing shutoff was still accurate. Sailor stated it varies from 400-600, and that shutoff date is Aug. 18 so Aug. 17 is opportunity to pay. Mayor explained dynamics of some past due accounts.

Landis asked whether change is permanent or temporary. Stegelmann stated effective date is Aug. 15-Sept. 30, which is next two billing cycles.

Landis asked how customers would find out. Sailor explained that staff has been calling and hanging door hangers.

Mayor explained that money will come from Emergency Relief Fund from 2018 flood relief donations.

Landis/Nichols moved to approve Resolution 2020-27: Goshen City Utility Policy Adjustment from Aug. 15-Sept. 30, 2020 to allow utilities to work with customers that have past due amounts. Passed 3-0.

Utility Assistance Program

Attached as Exhibit C: Memo presented by Stegelmann in meeting, draft agreement

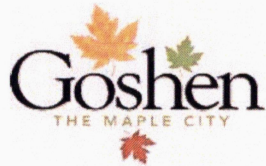
Mayor asked about including a percentage in addition to a dollar amount.

Sailor said that minimum would be \$100 to participate. Most customers are facing \$300 or more.

Stegelmann stated typical residential bills are \$80-100 and many are up to six months past due.

Mayor expressed appreciation to Utility Department for preparation of program.

Landis/Nichols moved to approve Utility Assistance Grant Program Agreement with LaCasa for utility payments. Passed 3-0.



PRIVILEGE OF FLOOR: No one spoke

Mayor/Landis moved to approve civil city / utility claims and adjourn. Passed 3-0.

Adjournment at 2:40 p.m.

APPROVED

Jeremy Stutsman, Chair

Michael A Landis

Michael Landis, Member

Mary Nichols

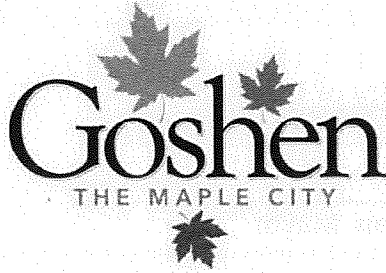
Mary Nichols, Member

ATTEST

Adam Scharf

Adam Scharf, Clerk-Treasurer

Exhibit A for 10 Aug 2020 Board of Works Minutes



Engineering Department
CITY OF GOSHEN

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

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

MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering Department

RE: **ROCK RUN SEWER IMPROVEMENTS – EMERGENCY DECLARATION
(JN: 2019-0025C)**

DATE: August 10, 2020

Due to unforeseen conditions, DeWind DeWatering, Inc., a subcontractor to Selge Construction on the Rock Run Sewer Improvements Project, struck and broke the existing Rock Run Sewer during the installation of a dewatering well on August 5, 2020. Selge Construction, at the instruction of City staff, initiated an emergency repair the same day.

Upon review of the emergency repair on August 6, 2020, the Engineering Department deemed it too restrictive on the capacity of the existing sewer and requested a repair of equal capacity to the existing sewer, lest rain induced high sewer flows cause a backup, and potential overflow upstream of the repair. City staff initiated the revised repair the same day and completed the repair on August 7, 2020.

During the repair by City staff, Selge Construction provided assistance in the form of bypass pumping of flow around the affected section of sewer, including the installation of temporary plugs in the sewer. The Engineering Department anticipates additional costs in the form of a change order for time and materials once total costs incurred have been determined by Selge Construction.

Due to the urgency of the work, it was initiated and completed without prior consent from the Board of Works and Public Safety and with full knowledge that it would lead to a change order at a later date. The Engineering Department requests an emergency declaration from the Board acknowledging and approving the assistance provided by Selge Construction as described above.

Requested motion: Move to make an emergency declaration approving the assistance provided by Selge Construction to City staff during the course of an emergency repair to the Rock Run Sewer between August 5, 2020 and August 7, 2020.

City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



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

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204 East Jefferson Street, Suite 2
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August 10, 2020

To: Board of Public Works & Safety
From: Bodie J. Stegelmann
Re: Goshen Utilities Shut-off Policy Adjustment

The City of Goshen Utilities seeks to adjust its policies and procedures relative to past due accounts in light of Governor Holcomb lifting the State-wide moratorium on utility disconnects, effective August 14, 2020, and the large number of Goshen residents who face disconnection of their utility services. The adjusted policy would allow Goshen residents to seek payment from the City's Emergency Relief Fund, through LaCasa, Inc., and to enter payment plans for payment of the past due balance owed.

Suggested Motion: Move to approve Resolution 2020-27 Goshen Utilities Shut-Off Policy Adjustment.

RESOLUTION 2020-27

Goshen Utilities Shut-Off Policy Adjustment

BE IT RESOLVED by the Goshen Board of Public Works and Safety that, effective August 15, 2020 through September 30, 2020, the City of Goshen will allow residential account holders of the Goshen Utilities to enter payment plans for payment of past due accounts subject to shut-off or disconnection due to financial hardships caused by COVID-19, under the following terms and conditions:

1. A residential account holder of the Goshen Utilities who has been given a notice of disconnection of water and/or sewer utility service may avoid the disconnection or shut-off of water and/or sewer utility services by taking one of the following actions BEFORE the scheduled shut-off date:
 - a. Paying to Goshen Utilities the past due amount in full;
 - b. Paying to Goshen Utilities an amount such that the residential account holder's account is no more than two (2) months past due;
 - c. Paying to Goshen Utilities at least fifty percent (50%) of the past due amount and entering into a payment agreement to pay off the past due balance over a six (6) month period; or
 - d. Applying to LaCasa for utility payment financial assistance, providing to Goshen Utilities proof of acceptance and approval of their application by LaCasa, and entering into a payment agreement to pay off the past due balance over a six (6) month period.
2. A residential account holder of the Goshen Utilities who has their water and/or sewer utility service disconnected or shut-off of due to non-payment may have their utility services reconnected by:
 - a. Paying to Goshen Utilities the past amount due in full and a \$30 reconnection fee; or
 - b. Applying to LaCasa for utility payment financial assistance, providing to Goshen Utilities proof of acceptance and approval of their application by LaCasa, paying at least fifteen percent (15%) of the past due amount, and entering into a payment agreement to pay off the past due balance over six (6) months. If the residential account holder is approved for utility payment financial assistance by LaCasa, Goshen Utilities will waive the \$30 reconnection fee.
3. Goshen Utilities will not assess late fees to any residential account through November 30, 2020. Late fees will begin to accrue on residential accounts beginning December 1, 2020.

PASSED and ADOPTED by the City of Goshen Board of Public Works and Safety on August _____, 2020.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

Michael A. Landis, Member

Exhibit C for 10 Aug 2020 Board of Works Minutes



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

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August 10, 2020

To: Board of Public Works & Safety
From: Bodie J. Stegelmann
Re: Agreement with LaCasa – Utility Assistance Grant Program

The City seeks to enter an agreement with LaCasa, Inc. to provide utility assistance to City of Goshen residents who face disconnection of their utilities, and who have experienced financial hardship due to COVID-19. LaCasa, Inc. will accept and screen applicants in August and September 2020; award grants to residential customers; and direct payment from the City's Emergency Relief Fund.

Suggested Motion: Move to approve the Utility Assistance Grant Program Agreement with LaCasa, Inc.

**AGREEMENT
UTILITY ASSISTANCE GRANT PROGRAM**

THIS AGREEMENT is made and entered into on this ____ day of August, 2020, by and between the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City," and LaCasa, Inc., an Indiana Not for Profit Corporation, hereinafter referred to as "Grantee."

WHEREAS, the City is under a public health disaster emergency attributable to the detection of COVID-19;

WHEREAS, certain City residents have experienced economic hardships due to restrictions imposed as a result of the COVID-19 public health disaster emergency;

WHEREAS, approximately 600 households within the City of Goshen are in jeopardy of water and sewer utility shut-off due to being three or more months behind in paying utility bills;

WHEREAS, water and sewer utility customers facing shut-off must make substantial payments to avoid utility shut-off;

WHEREAS, water and sewer shut-offs are scheduled to resume August 18, 2020;

WHEREAS, the City seeks to assist its residents who have experienced economic hardships due to COVID-19 by assisting such residents with payment of their utility obligations;

WHEREAS, the City has been in discussion with Grantee, who has agreed to assist with the administration of a program to distribute money to those City residents who have sustained economic hardship due to COVID-19, in order to help the residents avoid utility shut-off.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the City and the Grantee agree as follows:

1. SCOPE OF SERVICES.

A. The Grantee shall provide all labor, equipment, materials, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the administration of this "Utility Assistance Grant" program in accordance with and as described in further detail in this Agreement.

B. The work to be performed under this Agreement shall include assisting the City with the awarding of grant money to benefit City of Goshen residents who face utility shut-off due to economic hardship caused by COVID-19. The City commits funds from its Emergency Relief Fund for Grantee to direct grant funds to eligible residents for this Utility Assistance Grant program, which provides assistance to individuals and households directly affected by the COVID-19 public health disaster emergency.

C. Grantee shall assign one HUD-Approved Housing and Financial Counselor (“Counselor”) to work with City of Goshen Water & Sewer delinquent accounts. The Counselor shall perform the following functions:

(1) Accept phone calls or emails from City of Goshen Water & Sewer Customers (“Customer(s)”) that are delinquent and seeking guidance and/or assistance.

(2) Meet virtually (phone, Zoom, or TEAMS) with Customers to obtain information to screen and qualify them for assistance (meeting days will be Wed – Thurs – Fri each week).

(3) Verify the Customer has service with City of Goshen Water & Sewer and validate the financial hardship is COVID-related, including,

a. Document how COVID impacted the Customer’s household’s ability to pay this bill.

b. Obtain a copy of their latest utility bill.

(4) Explain payment options to these Customers in an effort to eliminate shut-off of services.

(5) Make a professional assessment on the Customer’s situation to approve only those whose situations are or can be stabilized in the near future, therefore increasing chance of continued payment success

(6) Approve or deny Customers for the City’s assistance, with a cap of two hundred dollars (\$200) per household.

(7) Submit daily spreadsheet of Customers the Grantee met with and provide an assistance recommendation (approve, deny, payment plan, etc.).

(8) Keep spreadsheet up to date so City knows which customers are completed and which ones are still “in process” with Grantee services.

(9) Connect Customers with known, local resources that are providing additional COVID-related cash assistance (United Way COVID Cash Assistance, CCCS, Salvation Army, etc.) when necessary.

D. The Grantee shall direct payment of funds from the City’s Emergency Relief Fund for payment requests approved by Grantee under this Agreement.

E. The Grantee shall maintain complete and accurate records of all applications, approvals, and denials made in the course of administering the program in accordance with sound corporate practice. The Grantee shall make such records available for inspection by the City or its designated representatives at any time upon request.

2. EFFECTIVE DATE; CONTRACT TERM.

Grantee acknowledges that time is of the essence and that the timely performance of its work is an important element of this Agreement. Grantee shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the program. The Agreement shall become effective on the day of execution and approval by the

City of Goshen Board of Public Works and Safety and the Grantee. Work on the program shall begin upon the execution and approval by the City of Goshen Board of Public Works and Safety and the Grantee. It is anticipated that Grantee shall begin to serve Customers beginning Tuesday, August 11, 2020, through September 11, 2020. The City shall retain the option to extend Grantee's services, with consent of Grantee, through September 30, 2020.

3. COMPENSATION, BASIS AND METHOD OF PAYMENT.

The City agrees to pay Grantee for the work it performs in administering this program. City Payment for expenses incurred by Grantee shall be billed on a monthly basis at the rate of forty dollars (\$40) per hour, charged to the nearest 15 minute increment. The Grantee shall remit to the City a billing statement by September 5, 2020, for services provided through August 31, 2020, and by October 5, 2020, for any services provided through September 30, 2020. Compensation paid to Grantee to perform its services shall not exceed \$4,000.

4. INDEPENDENT CONTRACTOR STATUS.

The Grantee shall be deemed an independent Grantee operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of the Grantee or its agents, employees, or subcontractors of the Grantee.

5. NON-DISCRIMINATION.

The Grantee agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The Grantee agrees the Grantee or any subcontractors, or any other person acting on behalf of the Grantee or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

6. INDEMNIFICATION.

The Grantee agrees to indemnify, defend, and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorney's fees, and other expenses, caused by an act or omission of the Grantee and its agents, officers, and employees or resulting from or related to the Grantee's performance or failure to perform as specified in this Agreement.

7. INSURANCE.

A. Prior to commencing work, the Grantee shall furnish the City of Goshen a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times

during the term of the Agreement with the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. The Grantee shall specifically include coverage for the City of Goshen as an additional insured for Workers Compensation & Employer's Liability General, Liability and Automobile Liability.

B. The Grantee shall at least include the following types of insurance with the following minimum limits of liability.

(1) Workers Compensation and Employer's Liability: Statutory Limits

(2) General Liability: Combined Bodily Injury and Property Damage - \$1,000,000 Each Occurrence and Aggregate

(3) Automobile Liability: Combined Bodily Injury and Property Damage - \$1,000,000 Each Occurrence and Aggregate

(4) Excess Umbrella Coverage: \$1,000,000 Each Occurrence

C. Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

8. FORCE MAJEURE.

A. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

B. If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the Agreement and the other party shall have no recourse.

9. DEFAULT.

A. It shall be mutually agreed that if Grantee fails to perform the work or comply with the provisions of this Agreement or fails to fulfill any warranty, and Grantee is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Grantee of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Grantee shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Grantee expenses to correct the breach or complete the program. If such costs exceed the amounts owed to Grantee, Grantee is liable to reimburse the City for such costs.

B. If Grantee fails to perform the work or comply with the provisions of this Agreement, then Grantee may be considered in default.

C. Grantee may also be considered in default by the City if any of the following occur:

(1) There is a substantive breach by Grantee of any obligation or duty owed under the provisions of this Agreement.

(2) Grantee is adjudged bankrupt or makes an assignment for the benefit of creditors.

(3) Grantee becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.

(4) Grantee becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.

(5) A receiver, trustee, or similar official is appointed for Grantee or any of Grantee's property.

(6) Grantee is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Grantee unable to perform the work under the Agreement.

(7) The Agreement or any right, monies or claims are assigned by Grantee without the consent of the City.

10. TERMINATION. The parties may terminate this Agreement under any of the following conditions:

A. By mutual written consent of both parties. Grantee shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.

B. The City may terminate this Agreement, in whole or in part, in the event of default by Grantee. In such event, the City may issue a written notice of default and provide a period of time in which Grantee shall have the opportunity to cure. If the default is not cured within the time period allowed, the Agreement may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Grantee shall be liable to the City for any excess costs incurred.

C. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

11. SUBCONTRACTING OR ASSIGNMENT OF CONTRACT. Neither party shall subcontract or assign any right or interest under the Agreement, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the Agreement

shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

12. EMPLOYMENT ELIGIBILITY VERIFICATION.

The Grantee shall enroll in and verify the work eligibility status of all their employees through the E-Verify program as defined in I.C. 22-5-1.7-3. The Grantee shall not knowingly employ or contract with an unauthorized alien. The Grantee shall not retain an employee or continue to contract with a person that the Grantee subsequently learns is an unauthorized alien. The City may terminate the Agreement if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the City of a breach. The Grantee affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

13. AMENDMENTS.

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of work, completion of work and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

14. WAIVER OF RIGHTS.

No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

15. NOTICES.

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this Agreement. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

City of Goshen
Attention: Legal Department
204 East Jefferson St.
Goshen, IN 46528

Address for notices to Grantee:

LaCasa, Inc.
Attention: Chris Kingsley, CEO
202 N. Cottage Ave.
Goshen, IN 46528

16. APPLICABLE LAWS

The Grantee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference. All provisions of this Agreement shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Agreement. In the event of a conflict between these contract documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana. In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party including reasonable attorney's fees.

17. NO INVESTMENT IN IRAN.

Pursuant to I.C. 5-22-16.5, Grantee hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Grantee also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

18. CONTRACTING WITH RELATIVES.

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

19. SEVERABILITY.

In the event that any provision of the Agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement.

20. AUTHORITY TO BIND GRANTEE.

Notwithstanding anything in the Agreement to the contrary, the signatory for the Grantee represents that he or she has been duly authorized to execute contracts on behalf of the Grantee and has obtained all necessary or applicable approvals to make this Agreement fully binding upon the Grantee when his or her signature is affixed and is not subject to further acceptance

21. BINDING EFFECT.

All provisions, covenants, terms and conditions of the Agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.

22. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties with respect to the administration of the Utility Assistance Grant program and supersedes all other discussions, agreements, or understandings between City and Grantee with respect so the subject of this Agreement.

In witness whereof, the parties have executed this Agreement as set forth below.

City of Goshen
Board of Public Works and Safety

LaCasa, Inc.

Jeremy P. Stutsman, Mayor

Printed: _____

Mary Nichols, Member

Title: _____

Date: _____

Michael Landis, Member

Date: _____