



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., January 4, 2024

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

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

Call to Order by Mayor Gina Leichty

Approval of Minutes: December 18, 2023 Regular Meeting

Approval of Agenda

- 1) Mayor/Clerk-Treasurer request:** Approve 2024 Board meeting calendar
- 2) Police Department request:** Conditional Offer of Employment to David Michael Stump
- 3) Legal Department request:** Pass Resolution 2024-02, Documenting the Submission of the 2023 Annual Certifications by City of Goshen Elected Officers
- 4) Legal Department request:** Approve the terms and conditions of the agreement and addendum with Flock Group, Inc. for Flock Services, and ratify the Deputy Mayor's execution of the Agreement and Addendum on behalf of the City of Goshen and Goshen Police Department
- 5) Legal Department request:** Award the bid for the purchase of a mini excavator to Bobcat of Michiana as the only responsive and responsible bidder and approve and authorize Mayor Leichty to execute the purchase agreement at a cost to the City of \$58,489.92
- 6) Legal Department request:** Approve and authorize Mayor Leichty to execute the agreement with Comcast regarding property damage the City sustained at Crescent Street and North 5th Street
- 7) Legal Department request:** Approve the loan agreement with LaCasa of Goshen Inc. for up to \$250,000.00
- 8) Engineering Department request:** Approve Director of Public Works to sign the Indiana Finance Authority's LSLI Project Completion Certification form for closeout of the LSLI Type I and Type II projects

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE DECEMBER 18, 2023 REGULAR MEETING
Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

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

Absent: None

CALL TO ORDER: Mayor Gina Leichty called the meeting to order at 2:02 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the Dec. 11, 2023 Regular Meeting as prepared by Clerk-Treasurer Aguirre. **Board Member Barb Swartley moved to approve the minutes as presented and the motion was seconded by Board Member Orv Myers. Motion passed 5-0.**

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

1) Downtown Goshen Inc. requests: Approval for multiple street closures and related City resources and services for 2024 First Friday activities

Amanda McMahon, Director of First Fridays for Eyedart Creative Studios, asked the Board to approve multiple street closures and related City services for 2024 First Friday activities.

In a memorandum to the Board, McMahon made the following requests:

Jan. 5, Fire & Ice Festival – Close East Washington Street, between the alley and Main Street, from noon to 11 p.m.; two parking spots in front 117 East Washington St. from noon to 11 p.m.; first four parking spots on East Washington Street (north side of street) from 8 a.m. to noon for unloading of ice blocks; trash trailer behind the Electric Brew; two police officers from 5:30 p.m. to 9:30 p.m.; two sanitation crews from 6 to 9 p.m.; and access to the alley between Constant Spring and Fables Books.

April 5, Arts Tour – Four parking spots in front of the Goshen Theater, from 1-8 p.m.

May 3, Green Day Celebration – Close Main Street, between Clinton and Lincoln streets, and Main Street, from Lincoln to Washington streets, from noon to 11 p.m.; two police officers from 6 to 10 p.m.; two sanitation crew from 6 to 9 p.m.; access to the alley across from the Courthouse (and closed with barricades) from noon to 11 p.m.; additional request for parking spaces for trailers to follow; and access to Parks Department gator.

June 7, Wheels and Deals – Close Main Street, from Jefferson to Lincoln streets, from 1 to 11 p.m. and East Washington Street, from the alley to Main Street, from 8 a.m. to 11 pm.; orange fencing (pending DORA approval) around Main Street, from Jefferson Street past the intersection of Washington Street; trash trailer behind the Electric Brew; two police officers from 6 to 10 p.m.; two sanitation crews from 6 to 9 p.m.; an additional closure request may follow for specific businesses wishing to utilize parking spaces for their sidewalk sales; access to the alley between Constant Spring & Fables Books; and access to the Parks Department's gator.

July 5, Great Goshen Car Show – Close Main Street, from Clinton to Lincoln streets, and Main Street, from Lincoln to Jefferson streets, and East Washington Street, from 5th to Main streets, from 1 to 11 p.m.; orange fencing (pending DORA approval) around the closure on East Washington Street; trash trailer behind the Electric Brew; two police officers, from 6 to 10 p.m. and two additional officers from 4 to 6 p.m. for traffic control; two sanitation crews, from 6 to 9 p.m.; access to the alley, between Constant Spring and Fables Books; and access to the Parks Department's gator.



August 2, Picklefest – Close Main Street, from Jefferson to Washington streets, from 8 a.m. to 11 p.m., Main Street, from Washington to Lincoln streets, and East Washington Street, from the alley to Main Street, from 1 to 11 p.m.; orange fencing (pending DORA approval) around the block between Lincoln and Washington streets; trash trailer behind the Electric Brew; two police officers from 6 to 10 p.m.; two sanitation crews from 6 to 9 p.m.; access to the alley between Constant Spring and Fables Books; and access to the Parks Department’s gator.

September 6, Savor Summer Showcase – Close Main Street, from Jefferson to Lincoln streets, and West Washington Street, from the alley to Main Street, from 1 to 11 p.m.; orange fencing (pending DORA approval) around the entire area; trash trailer behind the Electric Brew; two police officers from 6 to 10 p.m.; two sanitation crews from 6 to 9 p.m.; access to the alley between Constant Spring and Fables Books; and access to the Parks Department’s gator.

October 4, Goshen Gives Back – Close four parking spots in front of the Goshen Theater, from 1-8 p.m.

November 1, Goshen Light Parade – Close East Washington street, from the alley to Main Street, from 1 to 11 p.m., Jefferson Street, from 6th to 5th streets, and 5th Street, from Madison to Jefferson streets, from 1 to 11 p.m. (please leave Jefferson and 5th intersection OPEN until parade route closure so that cars can turn west on Jefferson). The parade route is: 5th and Jefferson streets west to Main Street, north on Main Street to Clinton Street, east on Clinton Street to 5th Steet and south on 5th Street to Jefferson Street. Please place “no parking” signs along the parade route from 4 to 9 p.m. The parade route closes at 5:45 pm. Will also need the Street Department, police, and fire to help with traffic control and street reopening. Also requested: four police officers, from 5:30 to 9:30 p.m.; two sanitation crews, from 6 to 9 p.m.; and a trash trailer behind the Electric Brew.

December 4, Hometown Holiday – Close West Washington Street, from the alley to Main Street, from 1 to 11 p.m.; orange fencing (pending DORA approval) around the entire area; trash trailer behind the Electric Brew; two police officers from 5:30 to 9:30 p.m.; two sanitation crews, from 6 to 9 p.m.; and access to the alley between Constant Spring and Fables Books.

Mayor Leichty informed Board members that **McMahon** had reviewed all of the street closure and service requests with the affected City Departments.

Board member Landis asked if there were any major changes since last year’s request. **McMahon** said there were not, adding these were all streets that had been closed for previous First Fridays. She said the only major change was a longer requested closure for West Washington Street for the December First Friday.

Swartley/Myers made a motion to approve the multiple street closures for 2024 First Friday activities as presented in the written request and accompanying street closure maps. Motion passed 5-0.

2) Legal Department request: Approve and authorize the Mayor to execute the agreements with VFP Fire Systems, Inc. for fire sprinkler system inspections required at the Police and Courts building, Wastewater Treatment Plant and Combined Sewer Overflows site for \$6,127

Brandy Toms, a paralegal with the City Legal Department, told the Board that an annual and a five-year fire sprinkler system inspection are required by the National Fire Protection Act (NFPA) at the City’s Police and Courts Building, the Wastewater Treatment Plant and Combined Sewer Overflows (CSO) site.

Toms said the City has contracted with VFP Fire Systems to conduct these inspections and desires to continue to do so.

The following table notes the costs for each facility by year with a total cost for all inspections performed in all three facilities over the course of five years:



	Goshen CSO	Police & Courts	Wastewater Treatment	
Year 1	\$480	\$345	\$345	
Year 2	\$480	\$345	\$345	
Year 3	\$499	\$358	\$358	
Year 4	\$518	\$372	\$372	
Year 5	\$538	\$386	\$386	Total all years
Total per site	\$2,515	\$1,806	\$1,806	\$6,127

Toms recommended that the Board approve and authorize Mayor Leichty to execute the agreements with VFP Fire Systems, Inc. for the required fire sprinkler system inspections for the next five years.

Swartley/Myers made a motion to approve and authorize Mayor Leichty to execute the agreements with VFP Fire Systems, Inc. for the fire sprinkler system inspections required at the Police and Courts building, Wastewater Treatment and CSO for a total contract amount of \$6,127. Motion passed 5-0.

3) Legal Department request: Approve contract with New Avenues Inc. - 2024 Employee Assistance Program – A la Carte Service Contract for City Employees

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, told the Board that attached to the Board’s agenda packet for approval was a contract with New Avenues Inc., in substantially final form, to provide the City an employee assistance program (EAP) in 2024 based on an “EAP A la Carte Service.”

Marks said this EAP covers all active, full-time employees and their immediate family members, but excludes Police Department employees; an EAP for the Police Department is provided under a separate contract.

Marks said the City will pay New Avenues based on the “EAP A la Carte Service” fees set forth in Exhibit A of the contract which includes an administrative fee of \$168 per month (same fee as 2023), plus the additional fees for the specific services utilized. She requested that authorization be given to the Mayor to execute the finalized contract with New Avenues Inc.

Board member Swartley asked if there was a final amount for the contract. **Marks** said there was a final amount, but some last minute language was being worked out on this and the next New Avenue contract. In response to a further question about the cost from **Board member Landis**, **Marks** said the cost would be \$168 per month, plus an additional fee for the specific services requested.

Swartley/Myers made a motion to approve and authorize the Mayor to execute the contract with New Avenues Inc. to provide the 2024 Employee Assistance Program based on the “EAP A la Carte Service.” Motion passed 5-0.

4) Legal Department request: Approve contract with New Avenues Inc. - 2024 Employee Assistance Program - Full Service Contract for the Police Department

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, told the Board that attached to the Board’s agenda packet for approval was a contract with New Avenues Inc., in substantially final form, to provide the City with an employee assistance program (EAP) in 2024 for the Police Department based on an “EAP Full Service.”

Marks said this EAP would cover all active, full-time Police Department employees and their immediate family members. The City will pay New Avenues in 2024 based on the “EAP Full Service” fees set forth in Exhibit A of the contract, which includes a per employee fee of \$4.05 per month (2022-2023 per employee fee was \$3.87 per month), plus the additional fees for the specific services utilized. (The “Full Service” EAP includes additional services that are not included under the “A la Carte Service Contract” EAP for the other City employees.).



Marks asked that authorization be given to the Mayor to execute the finalized contract with New Avenues Inc. **Swartley/Myers made a motion to approve and authorize the Mayor to execute the contract with New Avenues Inc. to provide the 2024 Employee Assistance Program for the Police Department based on the “EAP Full Service.” Motion passed 5-0.**

5) Legal Department request: Approve the Letter Agreement with Sun Brookside Manor LLC, with the Mayor given authority to execute the agreement, for the City’s acquisition of property near the intersection of Peddlers Village Road and Reliance Road

Assistant City Attorney Don Shuler told the Board that attached to the Board’s meeting packet for approval and execution by the Mayor was a Letter Agreement with Sun Brookside Manor LLC for the City’s acquisition of property near the intersection of Peddlers Village Road and Reliance Road.

Shuler said the property is being acquired in lieu of eminent domain as part of the County Courts Roadway Improvement Project. The Letter Agreement provides the terms and conditions of the City’s acquisition, including the sum payment of \$20,000 to Sun Brookside Manor LLC for the land to be acquired and \$23,180 for fencing to be constructed as a barrier for their remaining property, as well as restrictive covenants limiting the City’s use of the acquired property for roadway, drainage, and utility purposes.

Shuler said the terms and conditions of the Letter Agreement have been reviewed and approved by the City’s Engineering and Redevelopment departments.

Swartley/Myers made a motion to approve the Letter Agreement with Sun Brookside Manor LLC as presented, with the Mayor given authority to execute said agreement. Motion passed 5-0.

6) Engineering Department request: Approve a two-day closure of 10th Street, south of Douglas Street, and approve parking restrictions on Douglas Street and 11th Street between Jan.2 and Jan. 11, 2024, so Niblock can install a water main across 10th Street as part of the Tenth Street Reconstruction project

City Director of Public Works & Utilities Dustin Sailor told the Board that Niblock Excavating has requested permission to close 10th Street, just south of Douglas Street, during the day for two consecutive days sometime between Jan. 2 and Jan. 12, 2024. The closures are dependent on weather and work progress between now and the first week of January.

Sailor said additional notice will be provided to the public before the closure. Appropriate traffic control devices will be utilized, and access for Gleason Industrial Products will be maintained.

Sailor said Niblock was requesting this closure to install water main across 10th Street as part of the Tenth Street Reconstruction project. Parking will also be restricted along Douglas Street, from 10th Street to 11th Street, and on 11th Street, within 50 feet of Douglas Street, during the closures.

Swartley/Myers made a motion to approve a two-day closure of 10th Street, south of Douglas Street, and approve parking restrictions on Douglas Street and 11th Street starting between Jan. 2 and Jan. 11, 2024 Motion passed 5-0.

7) Engineering Department request: Approve lane restrictions on 10th Street, Plymouth Avenue, and Reynolds Street, and daytime parking restrictions along 10th Street, Jan. 8, 2024 until Feb. 16, 2024, so NIPSCO can complete a gas main relocation in preparation for the Tenth Street Reconstruction project

City Director of Public Works & Utilities Dustin Sailor told the Board that NIPSCO Gas has requested permission to restrict the northbound lane of 10th Street, just south of Plymouth Avenue, to Reynolds Street, and the westbound lanes of Plymouth Avenue and Reynolds Street near 10th Street.



Sailor said the lanes will be closed during the day only from Monday, Jan. 8 until Friday, Feb.16, 2024. Flaggers will maintain two-way traffic, including at intersections. Appropriate traffic control devices will be utilized.

Sailor said NIPSCO is requesting these lane restrictions to complete planned gas main relocation in preparation for the Tenth Street Reconstruction project. Access for Gleason Industrial Products will be maintained. Parking will also be restricted along 10th Street during the lane restrictions.

Swartley/Myers made a motion to approve lane restrictions on 10th Street, Plymouth Avenue, and Reynolds Street, and approve daytime parking restrictions along 10th Street from Jan. 8 thru Feb. 16, 2024. Motion passed 5-0.

8) Engineering Department request: Approve the closure of East Douglas Street, between South Main Street (SR 15) and South 6th Street, so NIPSCO can complete a gas valve replacement from Jan.8, 2024, thru Jan. 12, 2024

City Director of Public Works & Utilities Dustin Sailor told the Board that NIPSCO is requesting permission to close East Douglas Street, between South Main Street and South 6th Street, starting Jan. 8 through Jan.12, 2024, to replace a gas valve.

Swartley/Myers made a motion to approve the closure of E Douglas Street, between South Main Street (SR 15) and South 6th Street for the gas valve replacement from Jan. 8 to Jan. 12, 2024. Motion passed 5-0.

9) Engineering Department request: Approve the agreement with Arcadis, U.S., Inc. for \$93,000 for consulting engineering services to develop a Lead Service Line Replacement Plan and Indiana Finance State Revolving Fund application

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve an expenditure of \$93,000 for engineering support from Arcadis U.S., Inc. toward the City's effort to request a \$300,000 grant for developing its Lead Service Line inventory and a request of \$4-\$6 million in low-interest state matching funds for replacement of lead service lines. The state application is due by April 2024.

According to the contract, Arcadis will provide the City with services for achieving compliance with the Lead and Copper Rule Revisions (LCRR). The consultant's duties under this agreement include:

A. Development of Lead Service Line Replacement (LSLR) plan.

B. Review of City's Type III application and development of a State Revolving Fund application, including the Preliminary Engineering Report (PER) and Disadvantaged Community (DAC) Memo.

C. Allowance for additional LCRR support services, if requested by City.

Swartley/Myers made a motion to approve the attached agreement with Arcadis, U.S., Inc. for \$93,000 for Consulting Engineering Services to develop a Lead Service Line Replacement Plan and Indiana Finance State Revolving Fund application. Motion passed 5-0.

10) Engineering Department request: Approve the agreement with Rejuvtec, Inc. for the 2024 Asphalt Paving Rejuvenation project in the amount of \$102,176.10

City Director of Public Works & Utilities Dustin Sailor told the Board that on Dec. 11, 2023, the City received proposals for the 2024 Asphalt Paving Rejuvenation project. Following are the results: Rejuvtec, Inc. - \$102,176.10. Engineering Department staff members asked the Board to award the contract to Rejuvtec, Inc. as the lowest responsive and responsible bidder.

Board member Landis said given that there was only one bid, was the amount close to what the City expected to pay. **Sailor** said it was, adding that this will be one of the first times the City has sought this type of treatment.



Swartley/Myers made a motion to approve the Agreement with Rejuvtec, Inc. for the 2024 Asphalt Paving Rejuvenation project in the amount of \$102,176.10. Motion passed 5-0.

11) Stormwater Department request for Boar of Public Works & Safety: Approve and authorize the Board to execute the agreement with Last Dance, LLC for the completion of the construction project at 1280 Brinkley Way East

City Stormwater Coordinator Jason Kauffman asked the Board to approve an agreement for the Completion of Construction for the Brinkley Lamination Plant located at 1280 Brinkley Way East.

Kauffman said the building has passed its final building inspection and the project is substantially completed except for 120,800 square feet of disturbed area that is to be stabilized with seed and covered with erosion control blankets, installation of 401,241 square feet of asphalt topcoat on the parking lot, and installation of all required parking lot striping for parking spaces. These final requirements cannot be completed at this time due to weather conditions.

Kauffman said the property owner, Last Dance, LLC, agrees to complete the remaining items of work no later than June 15, 2021. No surety bond is required due to the City holding a 5% contingency for the overall public infrastructure project from the bond proceeds purchased by the developer, totaling \$8,000,000, which would be available to fund the work if not completed by Brinkley.

Swartley/Myers made a motion to approve and authorize the Board to execute the agreement with Last Dance, LLC for the completion of the construction project at 1280 Brinkley Way East. Motion passed 5-0.

**Privilege of the Floor (opportunity for public comment for matters not on the agenda):
Mayor Leichty opened Privilege of the Floor at 2:20 p.m.**

City Street Commissioner David Gibbs announced that the City will collect used live Christmas trees from Jan. 2 to Feb. 2, 2024. Gibbs said the collection will be limited to live trees, free of all decorations.

There were no further public or City staff comments, so the Mayor closed the comment period at 2:21 p.m.

At 2:21 p.m. Mayor Leichty recessed the Board of Public Works and Safety meeting and opened public hearings to review orders of the City of Goshen Building Commissioner for three Goshen properties.

CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:

2:00 p.m., December 18, 2023

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

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

Mayor Leichty began the hearings by swearing in three witnesses to give complete and truthful testimony: **City Building Inspector Travis Eash, Michael Schmucker of M&H Rentals of Goshen and Craig B. Blough, a licensed real estate broker and auctioneer for Bartel & Company, who was representing Ronald E. Davidhizar, the owner of the three properties subject to the three hearings on Dec. 18, 2023.**



12) Review of the Order of the City of Goshen Building Commissioner for 407 Center Street (Ronald E. Davidhizar, property owner)

At 2:21 p.m., Mayor Leichty convened a hearing to review the Order of the City of Goshen Building Commissioner for 407 Center Street (Ronald E. Davidhizar, property owner)

BACKGROUND:

An unsafe building review hearing on the Nov. 8, 2023 demolition Order of the City of Goshen Building Commissioner by the City Board of Public Works & Safety was scheduled Dec. 18, 2023 for the property located at **407 Center Street, Goshen** (Ronald E. Davidhizar, property owner). The Board of Public Works and Safety needed to conduct the hearing and affirm, rescind, or modify the Building Commissioner's Order and determine what action to order concerning the property.

Along with hearing evidence, questioning witnesses, reviewing the record and making findings, the Board had the option of affirming the Building Commissioner Order (if it agreed with demolition), rescinding the Order (if property violations had been fixed), or modifying the Order (if it believed that the property could be fixed). It could also postpone the hearing to a future date.

According to a Dec. 18, 2023 memorandum from the City Legal Department to the Board of Works, the Dec. 18 hearing was scheduled for the consideration of evidence and a decision on the Order requiring:

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

The Building Commissioner identified the following Goshen City Code violations:

- 1. The foundation of the residential structure has not been kept in good repair, is not capable of supporting all nominal loads, and is likely to fail**, violations of Sections 6.3.1.1(b) and (p). Areas of the foundation have cracks, where large gaps and holes have formed; the foundation is beginning to sink; certain areas of the foundation are beginning to fail and are in disrepair.
- 2. The ceilings inside the residential structure have not been kept in good repair and are likely to fail**, a violation of Sections 6.3.1.1(b) and (p). Multiple ceilings have collapsed due to significant water damage. Many ceilings have cracks and holes.
- 3. The floors inside the residential structure have not been kept in good repair and are likely to fail**, a violation of Sections 6.3.1.1(b) and (p). The kitchen floor has become so damaged due to water that it is in danger of collapse. The floor in the main living areas has detached from the wall and begun to sink.
- 4. The walls inside the residential structure have not been kept in good repair**, a violation of Section 6.3.1.1(b). Multiple walls have cracks and holes in them. A wall in the main living room is poorly constructed with brick and in danger of collapse.
- 5. The roof of the residential structure has not been kept in good repair and has defects permitting rain**, violations of Sections 6.3.1.1(b) and (c). There is evidence of the roof leaking due to persistent water damage to floors, walls, and ceilings. The roof in the rear of the structure was poorly installed and has multiple areas where it permits weather to enter, impacting the structural integrity of the structure. There are areas where the soffit and fascia are missing, and places where the shingles are damaged or loose.
- 6. The heating and mechanical system at the residential structure is not operable**, a violation of Section 6.3.1.1(a). The ductwork is not properly connected.
- 7. The plumbing system at the residential structure is not operable**, a violation of Section 6.3.1.1(a).
- 8. The electrical system at the residential structure is not operable**, a violation of Section 6.3.1.1(a). The electrical panel has been tampered with; there are multiple areas with exposed electrical wiring; areas of the residential structure's electrical wiring has been damaged by water and continues to be exposed to weather conditions.



9. The windows and doors have not been kept in good repair, a violation of Section 6.3.1.1(d). There are many broken windows and broken doors throughout the residential structure.

10. The painted surfaces inside the residential structure are not properly coated and weather tight, a violation of Section 6.3.1.1(g). There is chipping and peeling paint throughout the residential structure.

11. The residential structure is not secure from intrusion by unauthorized persons, a violation of Section 6.3.1.1(ff). There are accumulated materials inside the residential structure and other evidence of animals and vagrants. The carpet is saturated with urine and feces.

The Board hearing was scheduled because the time to complete the demolition required by the Building Commissioner's Order had passed and the conditions and violation cited in the Order still existed. The Building Commissioner determined the cited conditions rendered the building and residential structure to be unsafe and that it should be demolished.

The property owner was given notice of the Dec. 18 hearing and notified of his right to appear, present evidence, cross-examine opposing witnesses and present evidence. He also was advised of his right to appeal the findings of fact by the Board of Public Works and the Building Commissioner's Order to the Elkhart County Superior Court.

DEC. 18, 2023 HEARING ON THE ORDER OF THE CITY BUILDING COMMISSIONER FOR 407 CENTER STREET (RONALD E. DAVIDHIZAR, PROPERTY OWNER) AND THE BOARD'S ACTION:

Assistant City Attorney Don Shuler said the first property to be reviewed was at 407 Center Street, which he said was the subject of a Nov. 8, 2023 demolition order from the City of Goshen Building Commissioner. He said the order was issued Nov. 9 and served on the property owner on Nov. 13. He presented proof of the Certificate of Service, which included a signed certified mail receipt (**EXHIBIT #1**).

Shuler said that after the order was issued, there was some discussion with the property owner and the property was included in auction and sold on Dec. 16, 2023. He said the sale isn't yet completed to **Michael Schmucker of M&H Rentals of Goshen**.

Shuler said **Schmucker** planned to ask the Board to continue the hearing. He said the Building Department was ready to proceed with its request to demolish the building, but was willing to allow Schmucker to address the Board.

Schmucker told the Board that his company purchased the property on Dec. 16. He said he informed **Craig Blough of Bartel & Company** that M&H wants to close the sale as soon as possible and begin work on the property.

Schmucker said he doesn't yet have a plan in place for the property, but plans to "gut" the interior and then assess what more needs to be done to make the building safe and bring everything up to code.

Schmucker added, "We've done a number of properties in town. We've been doing it 25 years or so. It's going to take us some time, hoping three or four months, but you will see progress on it from day one that we own the property. We're already trying to get things scheduled with contractors and get things lined up."

Craig B. Blough, a licensed real estate broker and auctioneer for Bartel & Company, confirmed that the property was auctioned Dec. 16, 2023. He said his company also sold another property, which didn't have a demolition order. Blough said his company forwarded the title work for 407 Center Street in order to accelerate the closing so work can begin soon on the property.

Board member Swartley asked if the sale could close within two weeks. **Blough** said he hopes it will be as soon as possible and "certainly" within the 30 days advertised.

Shuler said **City Building Commissioner Myron Grise** advised him today that he supported tabling this matter. Shuler said the Building Commissioner's demolition order has been recorded and remains in effect. If the matter were continued, Shuler said he and Grise would want the owner to return at that date with a scope of work and projected timeline for repairs that the Board could review and decide whether demolition was still warranted or if the property could be rehabilitated. He said at that time, the Board could then issue an order to the new property owner. Still, Shuler said the Building Department was ready to proceed with a hearing today if that's what the Board desired.



Mayor Leichty said she would be receptive to a rehabilitation plan and reviewing it.

Board member Swartley said if the sale has been a cash transaction, a one month delay should be an adequate delay for the new owner.

Board member Landis said he drove by the property today. He said given the buyer's experience, the biggest unknown would be the condition of the foundation. So, he said he wasn't opposed to the new owner trying to rehabilitate the home. Landis said it also seemed reasonable to give the new owner time to develop a plan.

Mayor Leichty asked other Board members to share their opinions.

Board member Myers said it seemed better to give the property owner 30 days than to demolish the home.

Board member Nichols also concurred with a delay in the hearing.

Mayor Leichty asked the City Attorney for the protocol for moving forward.

City Attorney Stegelmann recommended that a motion be made to table the matter to Jan. 22, 2024 (since Jan. 15 is a holiday) and require that the new owner, at that meeting, to present a scope of work plan to rehabilitate the property, to the best of their ability.

Swartley/Myers made a motion to delay the hearing on the City Building Commissioner's unsafe building order for 407 Center Street until Jan. 22, 2024 at which point the property will have conveyed to a new owner, who will come with a scope of work detailed plan for the rehabilitation of the building. Motion passed 5-0.

13) Review of the Order of the City of Goshen Building Commissioner for 218 N. 9th Street (Ronald E. Davidhizar, property owner)

At 2:32 p.m., Mayor Leichty convened a hearing to review of the Order of the City of Goshen Building Commissioner for 218 N. 9th Street (Ronald E. Davidhizar, property owner).

BACKGROUND:

An unsafe building review hearing on the Nov. 8, 2023 demolition Order of the City of Goshen Building Commissioner by the City Board of Public Works & Safety was scheduled Dec. 18, 2023 for the property located at **218 North Ninth Street**, Goshen (Ronald E. Davidhizar, property owner). The Board of Public Works and Safety needed to conduct the hearing and either affirm, rescind, or modify the Building Commissioner Order and determine what action to order concerning the property.

Along with hearing evidence, questioning witnesses, reviewing the record and making findings, the Board had the option of affirming the City Building Commissioner's Order (if it agreed with demolition), rescinding the Order (if property violations had been fixed), or modifying the Order (if it believed that the property could be fixed). It could also postpone the hearing to a future date.

According to a Dec. 18, 2023 memorandum from the City Legal Department to the Board of Works, the Dec. 18 hearing was scheduled for the consideration of evidence and a decision on the Order requiring:

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

The Building Commissioner identified the following Goshen City Code violations:

1. Multiple areas of the residential structure are likely to fail, a violation of Section 6.3.1.1(p). The kitchen floor has become detached from the wall and is sinking. The kitchen floor is spongy from a possible water leak and in danger of collapse. Wood structural members have been exposed to weather elements causing deterioration and compromising structural strength.

2. The residential structure's floors and walls have not been kept in good repair, a violation of Section 6.3.1.1(b). There are multiple areas where there are holes in the walls.



The flooring throughout the property is torn or removed; areas of the floor have detached from the walls; the kitchen floor is spongy from a possible water leak and in danger of collapse. Areas of the wall and siding have so deteriorated that the bathroom plumbing lines are accessible from the exterior of the structure and exposed to all weather elements.

3. The residential structure's garage's roof has not been kept in good repair and is not sound, a violation of Sections 6.3.1.1(b) and (c). The soffit and fascia are not properly weather protected and are rotted from being exposed to the weather elements.

4. The residential structure's siding has not been kept in good repair, a violation of 6.3.1.1(bb). There are multiple areas where the siding is damaged and/or missing. Areas of the siding have deteriorated so that the bathroom plumbing lines are accessible from the exterior of the structure and exposed to all weather elements.

5. Windows have not been kept in good repair, a violation of Section 6.3.1.1(d). There are broken windows throughout the residential structure. **6. The heating and mechanical systems at the residential structure is inoperable**, a violation of Section 6.3.1.1(a).

7. There is no operable plumbing system at the residential structure, a violation of Section 6.3.1.1(a).

The Board hearing was scheduled because the time to complete the demolition required by the Building Commissioner's Order had passed and the conditions and violation cited in the Order still existed. The City Building Commissioner determined the cited conditions rendered the building and residential structure to be unsafe and that it should be demolished.

The property owner was given notice of the Dec. 18 hearing and notified of his right to appear at the hearing, present evidence, cross-examine opposing witnesses and present evidence. He also was advised of his right to appeal the findings of fact by the Board of Public Works & Safety and the Building Commissioner's Order to the Elkhart County Superior Court.

DEC. 18, 2023 HEARING ON THE ORDER OF THE CITY BUILDING COMMISSIONER FOR 218 NORTH 9th STREET (RONALD E. DAVIDHIZAR, PROPERTY OWNER) AND THE BOARD'S ACTION:

Assistant City Attorney Don Shuler said the next property to be reviewed was located at 218 North 9th Street, which he said was the subject of a Nov. 8, 2023 demolition order from the City Building Commissioner. He said the order was issued Nov. 9 and served on the property owner on Nov. 13. He presented proof of the Certificate of Service, which included a signed certified mail receipt (**EXHIBIT #2**).

Shuler said there had been some communication with City staff that the owner planned to arrange for the demolition of the property. He said the City Water and Sewer Department today granted a related request and the City Building Department notified the owner that a demolition permit could be picked up today and plans were made to pick it up.

Shuler said City staff was ready to proceed with a hearing on the order of the City Building Commissioner to demolish the home at 218 North 9th Street, but he said it would be good to hear from the property owner or his representative on the plans for the building.

On behalf of the property owner, **Craig B. Blough, a licensed real estate broker and auctioneer for Bartel & Company**, said he was informed today by the City Building Department that a demolition permit for 218 North 9th Street had been approved and could be picked up today. He said he would do so later today or on Dec. 19.

Blough said he had also contacted the City Sewer and Building Department to facilitate the demolition. He said NIPSCO had been contacted to arrange of the shutdown of gas and electric services. Blough also said plans have been made with a contractor to demolish the building before the end of the year.

Mayor Leichty asked Shuler the appropriate procedure on how the Board should proceed.

Shuler recommended that the Board adopt the City Building Commissioner's orders as the Board's findings, with the consent of the property owner, and affirm the Building Commissioner's order that the property be demolished by Jan. 19, 2024, which was the date specified in the Commissioner's order.



Swartley/Myers then made a motion to adopt the City Building Commissioner's order and with the consent of the property owner, Ronald Davidhizar, that the property at 218 North 9th Street be demolished by Jan. 19, 2024. Motion passed 5-0.

14) Review of the Order of the City of Goshen Building Commissioner for 602 N. 5th Street (Ronald E. Davidhizar, property owner)

At 2:36 p.m., Mayor Leichty convened a hearing to review of the Order of the City of Goshen Building Commissioner for 602 N. 5th Street (Ronald E. Davidhizar, property owner).

BACKGROUND:

An unsafe building review hearing on the Nov. 21, 2023 demolition Order of the City of Goshen Building Commissioner by the City Board of Public Works & Safety was scheduled Dec. 18, 2023 for the property located at **602 North 5th Street, Goshen** (Ronald E. Davidhizar, property owner). The Board of Public Works and Safety needed to conduct the hearing and affirm, rescind, or modify the City Building Commissioner's Order and determine what action to order concerning the property.

Along with hearing evidence, questioning witnesses, reviewing the record and making findings, the Board had the option of affirming the Building Commissioner Order (if it agreed with demolition), rescinding the Order (if property violations had been fixed), or modifying the Order (if it believed that the property could be fixed). It could also postpone the hearing to a future date.

According to a Dec. 18, 2023 memorandum from the City Legal Department to the Board of Works, the Dec. 18 hearing was scheduled for the consideration of evidence and a decision on the Order requiring:

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

The Building Commissioner identified the following Goshen City Code violations:

- 1. The structure is likely to partially or completely collapse due to deterioration of its foundation and general dilapidation**, a violation of Section 6.3.1.1(r). The foundation wall in the rear of the structure has collapsed into the basement. This has permitted animals and weather elements to enter, flooding the basement. The collapsed foundation wall compromises the integrity of the structure to the extent that interior floors have begun to collapse.
- 2. The structure's foundation has not been kept in good repair and is not capable of supporting all nominal loads**, a violation of Section 6.3.1.1(b). Multiple areas of the foundation have significant cracks. The foundation wall in the rear of the structure has collapsed, causing a collapsed sidewalk and flooding the basement. The basement is under water.
- 3. The structure's floors have not been kept in good repair**, a violation of Section 6.3.1.1(b). Flooring throughout the structure is torn, and the floor near the rear door has begun to collapse due to the collapsed foundation wall. Areas of the subfloor have become spongy and soft.
- 4. The structure's walls have not been kept in good repair**, a violation of Section 6.3.1.1(b). Multiple walls inside the structure have cracks and holes, and also show signs of water damage.
- 5. The structure's ceilings have not been kept in good repair**, a violation of Section 6.3.1.1(b). Ceilings show signs of water damage.
- 6. The structure's roof and flashing are not sound and tight**, a violation of Section 6.3.1.1(c). Areas around the structure have collapsed soffit.
- 7. The structure's painted surfaces are not properly coated and weather tight**, a violation of Section 6.3.1.1(g). The interior and exterior of the structure has chipping and peeling paint throughout



The Board hearing was scheduled because the time to complete the demolition required by the Building Commissioner's Order had passed and the conditions and violations cited in the Order still existed. The Building Commissioner determined the cited conditions rendered the building and residential structure to be unsafe and that it should be demolished.

The property owner was given notice of the Dec. 18 hearing and notified of his right to appear at the hearing, present evidence, cross-examine opposing witnesses and present evidence. He also was advised of his right to appeal the findings of fact by the Board of Public Works & Safety and the Building Commissioner's Order to the Elkhart County Superior Court.

DEC. 18, 2023 HEARING ON THE ORDER OF THE CITY BUILDING COMMISSIONER FOR 602 NORTH 5th STREET (RONALD E. DAVIDHIZAR, PROPERTY OWNER) AND THE BOARD'S ACTION:

Assistant City Attorney Don Shuler said the third property to be reviewed was located at 602 N. 5th Street, which he said was the subject of a Nov. 21, 2023 demolition order from the City Building Commissioner. He said the order was issued Nov. 21 and served on the property owner on Dec. 8. He presented proof of the Certificate of Service, which included a signed certified mail receipt (**EXHIBIT #3**).

Shuler said City staff had received "somewhat mixed signals" from the property owner's representative about this property and whether to proceed with demolition. He said the City Building Department was ready to proceed with a hearing on the order to demolish the property unless there was an agreement from the property owner to demolish the structure pursuant to the Building Commissioner's order.

Shuler invited the property owner's representative to address the issue.

On behalf of the property owner, **Craig B. Blough, a licensed real estate broker and auctioneer for Bartel & Company**, said the property owner planned to arrange for the demolition of the home at 602 N. 5th Street. However, he said the timeline won't be by the end of the year.

Blough said the property owner would like to salvage some items from the house. He also said that given an appropriate timeline, he will ensure that the house is torn down. Asked by **Mayor Leichty** to clarify the requested timeline, **Blough** said he would like until the end of January 2024.

Shuler said City Building Commissioner's order called for the property at 602 N. 5th Street to be demolished by Jan. 19, 2024. He said a 12-day delay could be granted or City staff would be prepared to proceed with a hearing and request an order from the Board to proceed with an earlier demolition.

Mayor Leichty asked **Blough** if his company has contracted for the demolition of 602 N. 5th Street. **Blough** said there is not yet a signed contract for the demolition, but there has been a conversation about having the home demolished.

Mayor Leichty asked Board members their thoughts on how to proceed.

Board member Landis said waiting 12 days for a demolition seemed like an "inconsequential delay." Other **Board members** agreed.

Shuler asked **Blough** if the property owner would consent to the City Building Commissioner's demolition order.

Blough said he would, with the 12-day time extension.

Swartley/Myers then made a motion to adopt the City Building Commissioner's order to demolish 602 North 5th Street and with the consent of the property owner, Ronald Davidhizar, to allow a 12-day extension for carrying out the order, until the end of January 2024. Motion passed 5-0.

At 2:41 p.m., Mayor Leichty adjourned the hearings on the Orders of the City of Goshen Building Commissioner for three properties and reopened the Board of Public Works & Safety meeting.



Approval of Civil City and Utility Claims

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

Adjournment

Mayor Leichty adjourned the Board of Works meeting at 2:42 p.m.

EXHIBIT #1: A Certificate of Issuance of the Building Commissioner's Order for the premises at 407 Center Street, which was dated Nov. 8, 2023 and addressed to Ron Davidhizar, with a Certified Mail Receipt, which was dated Nov.13, 2023 and signed by Ron Davidhizar This document was submitted by Assistant City Attorney Donald Shuler during the Board's consideration of agenda item #12, Review of the Order of the City of Goshen Building Commissioner for 407 Center Street (Ronald E. Davidhizar, property owner).

EXHIBIT #2: A Certificate of Issuance of the Building Commissioner's Order for the premises at 218 North 9th Street, which was dated Nov. 8, 2023 and addressed to Ron Davidhizar, with a Certified Mail Receipt, which was dated Nov.13, 2023 and signed by Ron Davidhizar This document was submitted by Assistant City Attorney Donald Shuler during the Board's consideration of agenda item #13, Review of the Order of the City of Goshen Building Commissioner for 218 North 9th Street (Ronald E. Davidhizar, property owner).

EXHIBIT #3: A Certificate of Issuance of the Building Commissioner's Order for the premises at 602 North 5th Street, which was dated Nov. 21, 2023 and addressed to Ron Davidhizar, with a Certified Mail Receipt, which was dated Dec. 8, 2023 and signed by Ron Davidhizar This document was submitted by Assistant City Attorney Donald Shuler during the Board's consideration of agenda item #14, Review of the Order of the City of Goshen Building Commissioner for 602 North 5th Street (Ronald E. Davidhizar, property owner).

APPROVED:

Mayor Gina Leichty

Mike Landis, Member



Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer

City of Goshen Meeting Schedule 2024

January						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- Monday City Council: 2nd and 4th Monday, 6 PM
- Monday BOAC: 3rd Monday, 2 PM
- Monday Park Board: 3rd Monday, 4 PM
- Monday Tree Board: 4th Monday, 7 PM
- Tuesday Redvelopment: 2nd Tuesday, 3 PM
- Tuesday CRC: 2nd Tuesday 6 PM
- Tuesday Planning: 3rd Tuesday, 4 PM

- Tuesday BZA: 4th Tuesday 4 PM
- Thursday Plan Review: Thursdays, 2 PM
- Thursday BOW: 1,2,4,5 Thursdays, 4 PM
- Thursday Traffic - 3rd Thursday, 4 PM
- Any Day City Holidays - Office Closed
- Any Day GCS Vacation - No Meeting



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

January 4, 2024

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Goshen Police Department Conditional Offer of Employment to David Michael Stump

On behalf of the Police Department, it is recommended that the Board extend a conditional offer of employment to David Michael Stump, as well as approve the attached Conditional Offer of Employment Agreement and authorize the Mayor to execute the agreement on behalf of the City and the Board.

The agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Police Department as a probationary patrol officer which includes being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. David has active certification with the Indiana Law Enforcement Training Board and was previously employed with the Goshen Police Department.

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

Suggested motions:

- (1) Move to extend a conditional offer of employment to David Michael Stump as a probationary patrol officer.
- (2) Move to approve the Conditional Offer of Employment Agreement with David Michael Stump, and authorize the Mayor to execute the agreement.

GOSHEN POLICE DEPARTMENT CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on January _____, 2024, which is the date of the last signature set forth below, by and between **David Michael Stump** ("Stump") and **City of Goshen, Indiana**, acting through the Goshen Board of Public Works and Safety ("City").

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

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

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

condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

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

AMENDMENT

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

SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

INDIANA LAW

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

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

Gina M. Leichty, Mayor
City of Goshen, Indiana

David Michael Stump

Date: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

January 4, 2024

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2024-02 Documenting the Submission of the 2023 Annual Certifications by City of Goshen Elected Officers

The attached resolution is to document the submission of the annual Certifications by all City of Goshen elected officers related to the state statutes and city policies regarding the employment of relatives by the City and contracting with the City.

Suggested Motion:

Move to pass Resolution 2024-02, Documenting the Submission of the 2023 Annual Certifications by City of Goshen Elected Officers.

**Goshen Board of Public Works and Safety
Resolution 2024-02**

**Documenting the Submission of the
2023 Annual Certifications by City of Goshen Elected Officers**

BE IT RESOLVED that the Goshen Board of Public Works and Safety acknowledges and documents the submission of the 2023 annual certifications by each of the ten (10) City of Goshen elected officers as attached to this resolution which certify, under the penalties for perjury, the following:

- (1) The elected officer has not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) The elected officer has not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) The elected officer has not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) The elected officer is in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) The elected officer is in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) The elected officer is in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

PASSED and ADOPTED on January _____, 2024.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

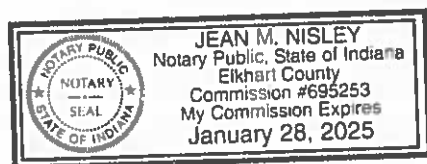
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: *Gina M. Leichty*
Printed: Gina M. Leichty
Elected Office: Mayor
Dated: 12/29/2023

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 27, 2023, personally appeared Gina M. Leichty, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Jean M. Nisley
Notary Public
Printed: Jean M. Nisley
County of residence: Elkhart
Commission number: 695253
My commission expires: Jan. 28, 2025

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
(2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
(3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
(4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
(5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
(6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

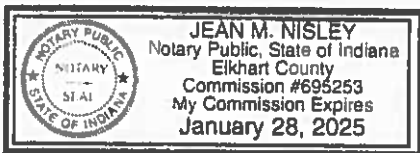
Signature: [Handwritten Signature]
Printed: Richard R. Aguirre
Elected Office: City of Goshen Clerk-Treasurer
Dated: Dec. 27, 2023

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 27, 2023, personally appeared Richard R. Aguirre, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

[Handwritten Signature]
Notary Public

Printed: Jean M. Nisley
County of residence: Elkhart
Commission number: 695253
My commission expires: Jan. 28, 2025



CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: Richard L. Melch
 Printed: Richard L. Melch
 Elected Office: Goshen City Court Judge
 Dated: 12-26-23

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on 12-26, 2023, personally appeared Richard L. Melch, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Susan R Fry
 Notary Public
 Printed: Susan R Fry
 County of residence: Elkhart
 Commission number: NP0745758
 My commission expires: 12/29/30

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

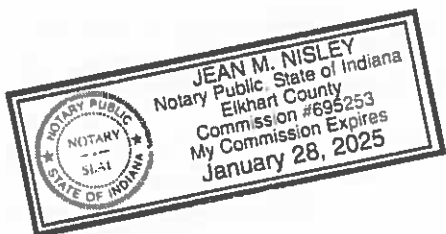
Signature: Julia King
 Printed: Julia King
 Elected Office: City Council At-Large
 Dated: 12/27/2023

STATE OF INDIANA)
) SS:
 COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 27, 2023, personally appeared Julia King, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

Jean M. Nisley
 Notary Public

Printed: Jean m. Nisley
 County of residence: Elkhart
 Commission number: 695253
 My commission expires: Jan. 28, 2025



CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

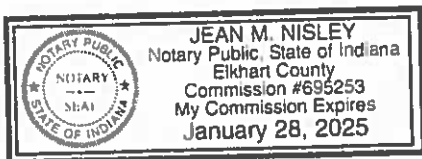
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
(2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
(3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
(4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
(5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
(6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: [Handwritten Signature]
Printed: Douglas L Nisley
Elected Office: City Council Goshen
Dated: 12/27/23

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 27, 2023, personally appeared Douglas L. Nisley, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



[Handwritten Signature]
Notary Public
Printed: Jean m Nisley
County of residence: Elkhart
Commission number: 695253
My commission expires: Jan. 28, 2025

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

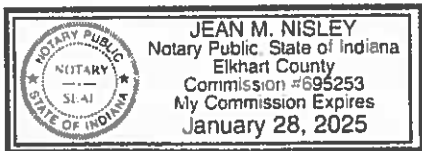
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
(2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
(3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
(4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
(5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
(6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: Megan Peel
Printed: Megan Peel
Elected Office: City Council District 4
Dated: 12-27-23

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 27, 2023, personally appeared Megan Peel, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.



Notary Public: Jean M. Nisley
Printed: Jean M. Nisley
County of residence: Elkhart
Commission number: 695253
My commission expires: Jan 28, 2025

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
(2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
(3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
(4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
(5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
(6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

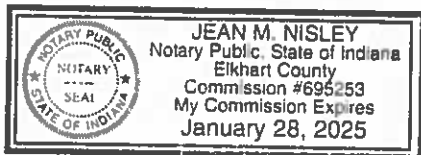
I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: [Handwritten Signature]
Printed: Gilberto Perez Jr
Elected Office: City Councilman
Dated: 12/27/2023

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 27, 2023, personally appeared Gilberto Perez Jr., an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

[Handwritten Signature]
Notary Public



Printed: Jean m. Nisley
County of residence: Elkhart
Commission number: 695253
My commission expires: Jan. 28, 2025

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: DE R

Printed: DONALD E RIEGSECKER

Elected Office: GOSHEN CITY COUNCIL DISTRICT 1

Dated: 12/27/2023

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 27, 2023, personally appeared Donald E. Riegsecker, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.

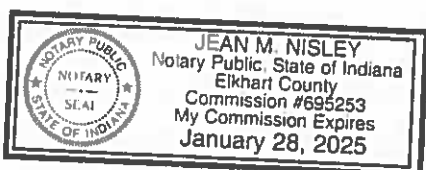
Jean M. Nisley
Notary Public

Printed: Jean m. Nisley

County of residence: Elkhart

Commission number: 695253

My commission expires: Jan 28, 2025

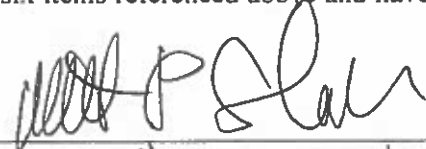


CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

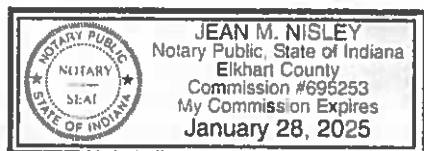
- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

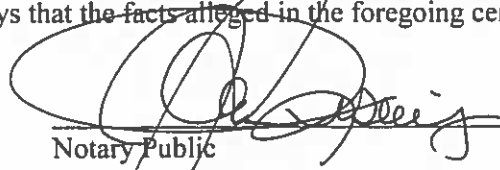
I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: 
Printed: Matthew P Schrock
Elected Office: Council Dist 3
Dated: 12-27-23

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 27, 2023, personally appeared Matthew P. Schrock, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.




Notary Public
Printed: Jean m. Nisley
County of residence: Elkhart
Commission number: 695253
My commission expires: Jan. 28, 2025

CERTIFICATION

The undersigned, an elected officer of the City of Goshen, Indiana, certifies under the penalties for perjury, the following:

- (1) I have not violated Indiana Code § 36-1-20.2 et seq. entitled, "Nepotism";
- (2) I have not violated Goshen Common Council Resolution 2012-14 entitled, "Adopting a Policy Regulating Employment of Relatives by the City," passed May 15, 2012 and adopted May 29, 2012;
- (3) I have not violated Goshen Board of Public Works and Safety policy entitled, "Employment of Relatives by City," adopted January 24, 2022;
- (4) I am in compliance with Indiana Code § 36-1-21 et seq. entitled, "Contracting with a Unit";
- (5) I am in compliance with Goshen Common Council Resolution 2012-15 entitled, "Adopting a Policy Regulating Contracting with the City," passed May 15, 2012 and adopted May 29, 2012; and
- (6) I am in compliance with Goshen Board of Public Works and Safety policy entitled, "Contracting with the City," adopted January 24, 2022.

I further acknowledge that I have been shown a copy of each of the six items referenced above and have been offered a copy of the same.

Signature: 

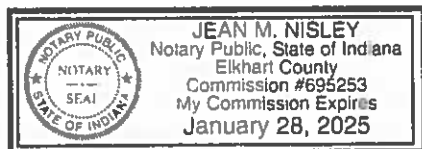
Printed: BRETT WEDDELL

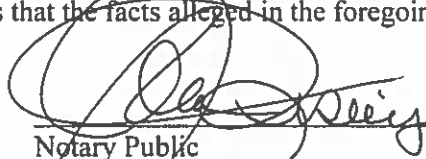
Elected Office: GOSHEN CLP COUNCIL AT LARGE

Dated: 12-27-2023

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on December 27, 2023, personally appeared Brett Weddell, an elected officer of the City of Goshen, Indiana, and being first duly sworn by upon their oath, says that the facts alleged in the foregoing certification are true.




Notary Public

Printed: Jean m. Nisley

County of residence: Elkhart

Commission number: 695253

My commission expires: Jan. 28, 2025



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

January 4, 2024

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Agreement and Addendum with Flock Group, Inc. for Flock Services

The City of Goshen and Flock Group, Inc. entered into prior agreements on November 16, 2021 and August 15, 2022 for Flock Services which includes law enforcement investigation hardware, software and services. The attached Agreement and Addendum co-terms and consolidates the 2021 and 2022 agreements under a single agreement with an initial term of 60 months commencing January 1, 2024. There is no price increase under the new agreement. The annual fee for Flock Services is \$45,000, and a credit of \$3,027.40 will be applied toward the 2024 annual fees for amounts prepaid under the prior agreements. In order for the city to take advantage of the \$45,000 annual fee for the next five years, it was necessary to execute and return the Agreement and Addendum by December 31, 2023.

Suggested Motion:

Move to approve the terms and conditions of the Agreement and Addendum with Flock Group, Inc. for Flock Services, and ratify Deputy Mayor Mark Brinson's execution of the Agreement and Addendum on behalf of the City of Goshen and Goshen Police Department.

Flock Safety + IN - Goshen PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Megan Sullivan
megan.sullivan@flocksafety.com
9192157881

flock safety

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$45,000.00
Annual Recurring after Year 1	\$45,000.00
Contract Total	\$225,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$45,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description**Package: Essentials**

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IN - Goshen PD

By: _____

By: Mark Brinson

Name: Mark Smith

Name: Mark Brinson

Title: _____

Title: Deputy Mayor

Date: _____

Date: December 29, 2023

PO Number: _____

Customer Implementation Guide
Law Enforcement



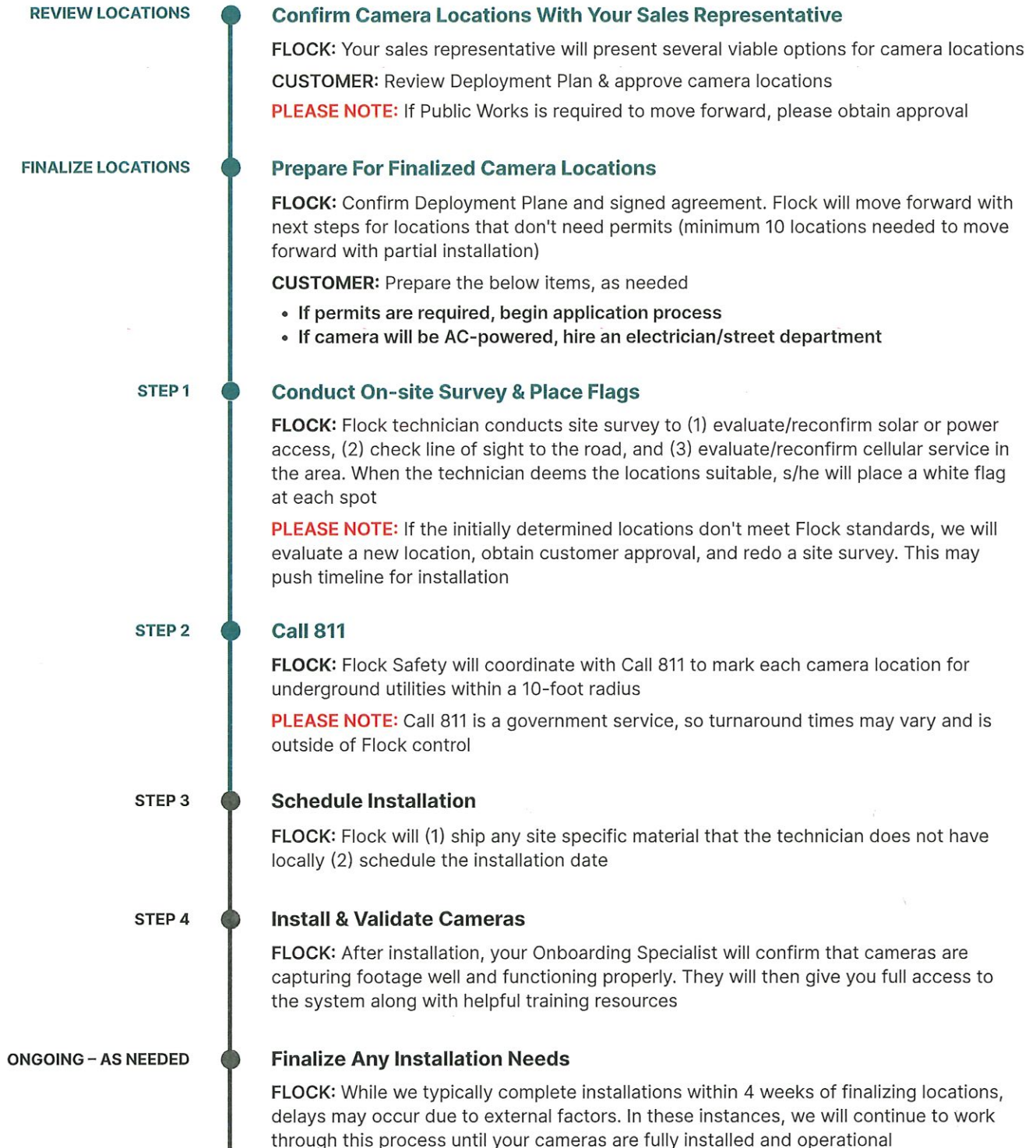
flock safety

Table of Contents



Implementation Timeline	2
Flock Safety Team	3
Implementation Service briefs: Existing Infrastructure vs Standard vs Advanced	6
• Existing Infrastructure Implementation	
• Standard Implementation	
• Advanced Implementation	
Things to Consider When Selecting Locations	12
Customer Responsibilities: AC-Powered Cams	14
Electrician Handout	15
• Electrician Installation Steps	
• FAQs about AC-Powered Flock Cameras	
Installation Service Brief Summary	18
Permitting: Pre-Install Questionnaire	19
1. Timeline	
2. Right of Way	
3. AC Power vs. Solar	
4. Traffic Control & Installation Methods	
5. Paperwork & Required Forms	
6. Contacts	
*Fee Schedule	21
Help Center	22
Customer Support	22



Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



Flock Safety Team

Implementation Team	How They Will Support You
 <p data-bbox="237 716 501 747">Project Manager</p>	<p data-bbox="613 411 1321 491">Your Project Manager is your primary contact during camera installation.</p> <p data-bbox="613 527 1385 837">Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.</p>
 <p data-bbox="241 1320 505 1398">Field Operations Team</p>	<ul data-bbox="631 1022 1393 1793" style="list-style-type: none"><li data-bbox="631 1022 1393 1283">• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product.<li data-bbox="631 1325 1393 1585">• They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location.<li data-bbox="631 1627 1393 1793">• *Note*: For all Installation questions or concerns, please always direct them to your Customer Success Manager and not the technician.

Relationship Team	How They Will Support You
 <p>Customer Success Manager</p>	<p>Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p>While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system.</p> <p>Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to:</p> <ul style="list-style-type: none">• Set up Account Training• Understand benefits of features• Learning best practices for getting relevant data• Identifying opportunities to expand the security network in your area• Provide feedback on your partnership with Flock
 <p>Flock Safety Support</p>	<p>The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com or call 866-901-1781 Mon-Fri 8am-8pm EST.</p> <p>Support can help you:</p> <ul style="list-style-type: none">• Request camera maintenance• Troubleshoot online platform• Contract / Billing questions• Update account information• Camera Sharing questions• Quick “How to” questions in your Flock Account

Outside Party	When They May Be Involved
Electrician/Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

PLEASE NOTE: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
Pole	None	Flock	NCHRP 350 / MASH
Timeline	Short	Medium	Longest
Cost	Lowest	Mid	Highest

Existing Infrastructure Implementation

COST: \$150 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
 - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
 - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' using an A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
 - Standard, 12' above grade [Flock breakaway pole](#)
 - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Standard Implementation

COST: \$650 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with **standard, 12' above grade Flock breakaway pole**

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Advanced Implementation

COST: \$1,900 per camera (one time cost)

Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our electrical wiring requirements. Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on **Standard, 12' above grade Flock breakaway pole** or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

Things to Consider When Selecting Locations

Falcon Cameras

- Use Cases
 - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
 - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.*
 - They should be mounted one per pole.** If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).***
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.



* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

** Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

*** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

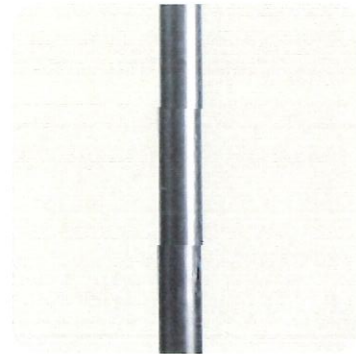
Solar Panels

Solar panels need unobstructed southern-facing views.



Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

How to Get Started with a Powered Install



1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources



2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera



3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras



4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present



5. Install Camera

Flock will install the camera and AC power kit at the specified camera location



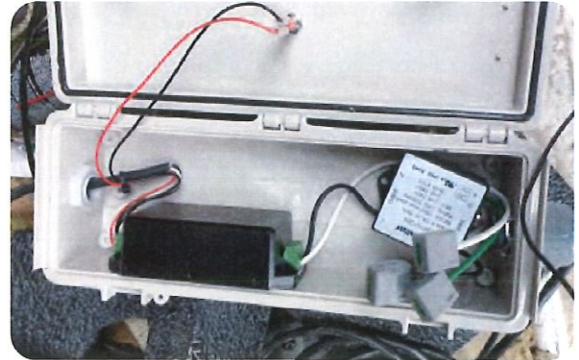
6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation

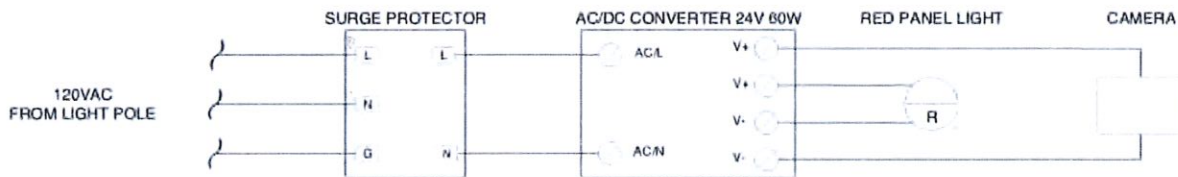
Electrician Handout

Electrician Installation Steps

1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts 1/2" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



Southeast Region - (678) 562-8766
West-Region - (804) 607-9213
Central & NE Region - (470) 868-4027



FAQs about AC-Powered Flock Cameras

What voltage is supported?

The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

How much power does this consume?

Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?

Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

Can you plug it into my existing power outlet? The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure.

The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

How long does this process typically take?

The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?

Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

What if the AC power is on a timer?

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	<i>Excluding Changes During Initial Installation</i>
Site Surveys And Call 811 Scheduling	Contractor Licensing Fees	
Installation Labor Costs	Permit Application Processing Fees	
Customer Support / Training	Specialist Mounting Equipment	<i>Including, But Not Limited To, **MASH Poles Or Adapters</i>
Cellular Data Coverage	Bucket Trucks	
Maintenance Fees <i>(Review Fees Sheet For More Details)</i>	Loss, Theft, Damage To Flock Equipment	
Data Storage For 30 Days	Camera Downtime Due To Power Outage	<i>Only Applicable For AC-Powered Cameras</i>
	***Field Technician Maintenance For Falcon™ Flex	

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

***If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline.**
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
 - Note: A bucket truck is required if the height exceeds 15 feet tall.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered **installation kit**?
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?***

PLEASE NOTE: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

- **If full traffic control is required (cones, arrow boards, etc.):**
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is not required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department

***Fee Schedule**

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
 - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy
<https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

Incurred Fees:

- Camera relocation
 - Existing infrastructure (non-AC powered)..... **\$350**
 - Flock pole (non-AC powered)..... **\$750**
 - Advanced pole (non-AC powered)..... **\$5000**
- Replacements
 - Camera only as a result of vandalism, theft, or damage **\$800**
 - Pole replacement only as a result of vandalism, theft, or damage
 - Flock pole **\$500**
 - Advanced pole **\$5000**
 - Full replacement as a result of vandalism, theft, or damage
 - ▪ Flock pole, camera, and solar (non-AC Powered)..... **\$1300**
 - Advanced pole, camera, and solar (non-AC Powered)..... **\$5800**

- Trip charge **\$350**
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email support@flocksafety.com.

Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

[How do I search camera footage?](#)

[How do I add a user?](#)

[How do I add a vehicle to my own Hot List?](#)

[How do I enable browser notifications for Hot List alerts?](#)

[How do I get text alerts for Hot List?](#)

[How do I request camera access from other nearby agencies?](#)

[How do I use the National Lookup to search for a plate?](#)

(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)

[How do I reset my / another user's password?](#)

Customer Support

You can reach our customer support team anytime by emailing support@flocksafety.com. They can help answer any “How-To” questions you may have.

flock safety

Solutions ▾

Products ▾

Why
Flock

Reso

Terms and Conditions

TERMS AND CONDITIONS

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Anonymized Data**" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially

available standards which irreversibly alters data in such a way that a data subject (i.e. individual person or entity) can no longer be identified directly or indirectly.

1.2 "**Authorized End User(s)**" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "**Customer Data**" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. "**Customer Hardware**" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "**Embedded Software**" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "**Flock Hardware**" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 "**Flock IP**" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "**Flock Network End User(s)**" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 "**Flock Services**" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate

detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 "**Footage**" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 "**Hotlist(s)**" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "**Installation Services**" means the services provided by Flock for installation of Flock Services.

1.13 "**Permitted Purpose**" means for legitimate law enforcement purposes, including but not limited to the awareness, prevention, and prosecution of crime, investigations, prevention of commercial harm, to the extent permitted by law.

1.14 "**Retention Period**" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.15 "**Vehicle Fingerprint™**" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.16 "**Web Interface**" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("**Retention Period**").

Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at **support@flocksafety.com** (such services collectively referred to as "**Support Services**").

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized

End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this

agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***“Customer Obligations”***).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (***“Customer Generated Data”***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for

the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality, and performance of this Agreement. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without

restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount

subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.5.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY;

(D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule

located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide.

("Customer Obligations"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such

Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**").

To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Morality. In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation. Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.16 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

These Terms and Conditions are subject to change.

flock safety



SOLUTIONS

- Overview
- HOA Board Members
- Law Enforcement
- Commercial Businesses
- Community Property Managers
- K-12 Schools
- Higher Education
- Elected Official/City Council

- Neighborhood Safety
- Parking Lot Safety
- School Safety
- Organized Retail Crime
- Healthcare Patient & Staff Safety
- Real-time Crime Center

PRODUCTS

- Overview
- LPR
- Cameras
- Flock Safety
- Falcon®
- Flock Safety Falcon
- Flex™
- Flock Safety Falcon® LR
- Flock Safety Falcon® SR
- Flock Safety Wing® LPR

COMPANY

- About Us
- Pricing
- Careers
- Trust Center
- Refer Flock & Earn \$500
- Refer Your HOA Board & Get \$50

MEDIA

- Press
- Media Kit

SUPPORT

- FAQs
- Contact
- Call Us: 1-866-901-1781
- Sign In

Builders /

Developers

Flock safety

Improvement

Districts

Flock

Safety

Sparrow®

Solutions

Products

Why

Flock

Reso

Flock

Safety

Raven®

Flock

Safety

Condor

Flock

Safety

Wing®

FlockOS®

Community

Camera

Registry

2023 Flock Safety. All rights reserved.

[Terms of Service](#)

[Privacy Policy](#)

[Legal](#)

[LPR Policy](#)

flock safety

Solutions ▾

Products ▾

Why
Flock

Reso

Reinstall Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed), and include labor and materials. If you have any questions, please email support@flocksafety.com

Professional Services Schedule:

Initial Camera Installation

- Existing Infrastructure | **\$150**
- Standard Install | **\$650**
- Advanced Install | **\$1,900**

Camera Relocations

- Camera relocation, existing pole | **\$350**
- Camera relocation, Flock pole | **\$750**
- Camera relocation, advanced pole | **\$5,000**

Equipment Replacements

- Camera replacement as a result of vandalism, theft, or damage | **\$800**
- Flock pole replacement as a result of vandalism, theft, or damage | **\$500**
- Advanced pole replacement as a result of vandalism, theft, or damage | **\$5,000**
- Technician visit for any other reason not listed above | **\$350**

Flock Safety Falcon Flex™ Replacements

- Replacement Camera | **\$800**
- Replacement Battery | **\$750**
- Replacement Solar Panel | **\$500**
- Replacement DC Power Kit | **\$150**
- Replacement AC Power Kit | **\$150**

flock safety

Solutions ▾

Products ▾

Why Flock

Reso

flock safety



SOLUTIONS

PRODUCTS

COMPANY

MEDIA

SUPPORT

Overview

Neighborhood Safety

Overview

About Us

Press

FAQs

HOA Board

Members

Parking Lot Safety

LPR

Cameras

Pricing

Media

Contact

Law

Enforcement

School Safety

Flock

Safety

Falcon®

Careers

Trust

Center

Call Us: 1-

866-901-

1781

Commercial

Businesses

Organized

Retail Crime

Flock

Safety

Falcon

Flex™

Refer Flock

& Earn

\$500

Sign In

Community

Property

Managers

Healthcare

Patient &

Staff Safety

Flock

Safety

Falcon® LR

Refer Your

HOA Board

& Get \$50

K-12 Schools

Higher

Education

Elected

Official/City

Council

Builders /

Developers

Improvement

Districts

Flock

Safety

Falcon® SR

Flock

Safety

Wing® LPR

Flock



Safety

Sparrow®

Flock

Safety

Raven®

flock safety Solutions  Products  Why Flock Reso

Flock
Safety
Condor

Flock
Safety
Wing®

FlockOS®

Community
Camera
Registry

2023 Flock Safety. All rights reserved. [Terms of Service](#) [Privacy Policy](#) [Legal](#) [LPR Policy](#)

ADDENDUM

THIS ADDENDUM is made and entered into the ____ day of _____, 20____, by and between Flock Group, Inc., whose mailing address is 1710 Howell Mill Road, Suite 210, Atlanta, GA 30318 (hereinafter referred to as “Contractor”), and the City of Goshen, Indiana (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS Contractor and City are parties to a certain agreement for Flock Services which includes hardware and software products and services for the Flock Safety Falcon platform and the FlockOS for use by the Goshen Police Department (“Agreement”); and

WHEREAS this Addendum shall be attached to and be a part of the Agreement and shall control in the event of any conflict with the terms and provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, the parties hereby mutually and further agree as follows:

Prior Agreements; New Agreement; Term; and Fees.

1) City and Contractor entered into a prior agreement with an effective date of November 16, 2021, an initial term of 24 months and a renewal term of 24 months (the “2021 Agreement”). The 2021 Agreement was for hardware and software products and services for eight (8) Flock Falcon cameras.

2) City and Contractor entered into a prior agreement with an effective date of August 15, 2022, an initial term of 36 months and a renewal term of 24 months (the “2022 Agreement”). The 2022 Agreement was for Flock Services, including hardware and software products and services for ten (10) Flock Falcon cameras.

3) This Agreement is to co-term and consolidate the 2021 Agreement and 2022 Agreement for Flock Services, including hardware and software products and services for all eighteen (18) Flock Falcon cameras under a single agreement with an initial term of 60 months and a renewal term of 24 months.

4) The initial term of this Agreement shall commence January 1, 2024 and continue through December 31, 2028.

5) City shall pay Contractor \$45,000 per year for five (5) years during the initial term of this Agreement.

6) City owes Contractor the sum of \$16,767.12 under the 2021 Agreement as prorated annual fees past due for Flock Services for the period from February 28, 2023 through December 31, 2023. City paid Contractor the sum of \$25,000.00 as annual fees under the 2022 Agreement for Flock Services for the period from October 16, 2023 through October 15, 2024. Contractor agrees to credit City the sum of \$19,794.52 for the prepaid annual fees under the 2022 Agreement prorated as of December 31, 2023, LESS the sum of \$16,767.12 due under the 2021 Agreement for a net credit of \$3,027.40 to be applied toward the 2024 annual fees due under this Agreement.

State Law Provisions.

1) Non-Discrimination - Pursuant to Indiana Code § 22-9-1-10, Contractor and its subcontractors, if any, shall not to discriminate against any employee or applicant for employment to be

employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

2) Contracting with Relatives - Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this Agreement.

3) E-Verify Program - Pursuant to Indiana Code § 22-5-1.7-11, Contractor agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of Contractor after the date of the Agreement through the E-Verify Program as defined in Indiana Code § 22-5-1.7-3; provided, however, Contractor is not required to verify the work eligibility status of all newly hired employees after the date of the Agreement through the E-Verify Program if the E-Verify Program no longer exists. Contractor further represents and certifies subject to the pains and penalties of perjury that Contractor does not knowingly employ an unauthorized alien.

4) General Requirements - Contractor further agrees to comply with the applicable requirements of Indiana state law with respect to contracting with local governmental entities.

This Addendum is dated effective with the effective date of the Agreement.

CITY:

CITY OF GOSHEN, INDIANA

By: Mark Brinson
Name: Mark Brinson
Title: Deputy Mayor
Date: December 29, 2023

CONTRACTOR:

FLOCK GROUP, INC.

By: _____
Name: _____
Title: _____
Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

January 4, 2023

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Award Bid for Purchase of Mini Excavator and Purchase Agreement with Bobcat of Michiana

The City solicited sealed bids for the purchase of a mini excavator for the Cemeteries Department. The single bid submitted by Bobcat of Michiana was opened by this Board on December 11, 2023. Bobcat of Michiana's bid was \$70,489.92. The Bid also including an option for a trade-in allowance for a John Deere, Model #310D, the City current owns. The trade-in allowance offered by Bobcat of Michiana is \$12,000, reducing the cost of the purchase of the mini excavator to \$58,489.92.

It is recommended that Bobcat of Michiana be awarded the bid, declare the John Deere Model #310D as surplus and allow for it to be used as a trade-in and authorize Mayor Leichty to execute the attached purchase agreement at a final cost of \$58,489.92.

Suggested Motion:

Move to award the bid for the purchase of a mini excavator to Bobcat of Michiana as the only responsive and responsible bidder and approve and authorize Mayor Leichty to execute the purchase agreement regarding the same at a cost to the City of \$58,489.92 which includes the trade-in allowance of \$12,000 for the John Deere Model #310D.

PURCHASE AGREEMENT

For Mini Excavator for Cemetery Department

THIS PURCHASE AGREEMENT (“Agreement”) is entered into on _____, 2024, which is the last signature date set forth below, by and between **Bobcat of Michiana** (“Supplier”), whose mailing address is 28747 Old US 33 West, Elkhart, Indiana 46516, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Effective Date

The Agreement shall become effective on the day of execution and approval by both parties.

Section 2. Purchase; Trade-In Allowance

- (A) Subject to the terms and conditions set forth in this Agreement, Supplier shall provide to City the items, goods, materials, or equipment (hereinafter referred to as “Supplies”) as specified in accordance with the attached Specifications entitled “Detailed Specifications” attached as Attachment A.
- (B) In addition, Supplier shall accept from City a John Deere Model #310D, VIN# T0310DG801642, and the trade in allowance shall be applied to the purchase price of the Supplies.
- (C) In the event of any conflict between the terms of this Agreement and the terms contained in the Specifications (Attachment A) or Supplier’s Proposal (Attachment B), the documents shall be given precedence in order as listed (this Agreement first, Specifications second, and Proposal third).

Section 3. Delivery

- (A) Supplier agrees to deliver all supplies within one hundred twenty (120) calendar days from the effective date of this agreement.
- (B) The Supplies shall be delivered to the following address:
City of Goshen Central Garage
Attention: Fleet Manager
320 Steury Ave
Goshen, IN 46528

All deliveries shall be made Monday through Friday, excluding holidays, during normal business hours unless other prior arrangements are made with City.

- (C) Delivery date shall be the date the complete items, goods, materials, or equipment (“Supplies”), installed and/or ready to operate (if applicable), has been delivered to City. To be accepted, the

Supplies must successfully pass an inspection by City. The inspection shall include an operational test (if applicable) to ensure the Supplies meet both the specifications and are operable. Unless otherwise noted in the specifications, the inspection will be completed within fifteen (15) calendar days of the delivery date. Unless otherwise noted in the specifications, the warranty for the Supplies shall become effective on the date of acceptance. Acceptance also requires the delivery of all manuals, ownership papers, and a certificate of origin, if required, for the Supplies.

Section 4. Purchase Price; Payment

- (A) City agrees to compensate Supplier for the Supplies provided in accordance with Supplier's proposal the sum of \$58,489.92. This compensation is based on a purchase price of \$68,308.36 for the Supplies and a trade in allowance of \$12,000.
- (B) City shall pay Supplier after delivery and final acceptance of the Supplies, and upon receipt of a detailed invoice from Supplier. Any payment made by the City before final acceptance of the Supplies shall not affect the obligation of Supplier to repair or replace any defective parts or equipment.
- (C) The invoice shall be sent to the following address, or at such other address as City may designate in writing.
City of Goshen Clerk-Treasurer's Office
202 S. 5th Street
Goshen, IN 46528
- (D) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (E) Supplier is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Inspection

- (A) Supplier shall conduct final inspections on all Supplies prior to delivery to City. City has the right to inspect the Supplies to the extent practicable, at any time and place. If City determines as a result of inspection that the Supplies do not conform to all requirements of this Agreement, City may at City's sole option and discretion:
 - (1) require Supplier, at Supplier's sole cost, promptly to correct the defects to the non-conforming Supplies where practicable; or
 - (2) reject the non-conforming Supplies and require Supplier, at Supplier's sole cost, to complete the order by delivering conforming Supplies.
- (B) When the defects for any Supplies cannot be corrected practicably, City may at City's sole option and discretion:
 - (1) by contract or otherwise, correct the defects and charge Supplier any costs incurred by City directly related to the cost of correcting the defects; or
 - (2) reduce the Agreement compensation to reflect the reduced value of the Supplies.

- (C) If Supplier fails to correct performance or take necessary action to ensure future performance, in conformity with Agreement requirements, or when the defects for any Supplies cannot be corrected practicably, City may:
 - (1) require Supplier to take necessary action to ensure that future performance conforms to Agreement requirements; and/or
 - (2) terminate the Agreement for default.
- (D) If, for any reason, City rejects the Supplies delivered by Supplier, City shall not be responsible for any shipping, restocking, or similar charges incurred by Supplier.
- (E) Any remedy provided by this section shall not limit City's other remedies available under this Agreement or as provided by applicable law.

Section 6. Workmanship and Quality; Warranty

Unless otherwise stated in the Specifications, Supplier shall guarantee the Supplies for a period of one hundred eighty (180) days from date of acceptance. Failure of any portion of the Supplies due to improper materials or workmanship, materials of construction or design may result, at City's option, in a refund to City of the purchase price of that portion which failed or, in the alternative, in replacement of that portion which failed at no cost to City, in addition to all other remedies provided by law and by this Agreement. City shall be the sole judge of the sufficiency of workmanship and quality of materials.

Section 7. Independent Contractor

Supplier shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Supplier shall be under the sole and exclusive direction and control of Supplier and shall not be considered employees, agents or subcontractors of City. As such, Supplier is solely responsible for all taxes and none shall be withheld from the sums paid to Supplier. Supplier acknowledges that Supplier is not insured in any manner by City for any loss of any kind whatsoever. Supplier has no authority, express or implied, to bind or obligate City in any way.

Section 8. Non-Discrimination

Supplier agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Supplier or any subcontractors, or any other person acting on behalf of Supplier or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, 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 contract.

Section 9. Employment Eligibility Verification

- (A) Supplier shall enroll in and verify the work eligibility status of all Supplier's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Supplier is not required to participate in the E-Verify program should the program cease to exist. Supplier is not required to participate in the E-Verify program if Supplier is self-employed and does not employ any employees.

- (B) Supplier shall not knowingly employ or contract with an unauthorized alien, and Supplier shall not retain an employee or continue to contract with a person that the Supplier subsequently learns is an unauthorized alien.
- (C) Supplier shall require their subcontractors, who perform work under this contract, to certify to the Supplier that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Supplier agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Supplier fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 10. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Supplier is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Supplier certifies that Supplier has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this Agreement.

Section 11. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Supplier certifies that Supplier does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 12. Indemnification

Supplier shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against (1) any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Supplier or any of Supplier's agents, officers and employees; or (2) any defect in materials or workmanship of any supply, material, mechanism, or other product or service which Supplier or any of Supplier's officers, agents, employees, or subcontractors has supplied to City or has used in connection with this Agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Supplier is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required, if any, under this Agreement.

Section 13. Insurance

- (A) Prior to commencing work, the Supplier shall furnish City 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 contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Supplier shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

- (C) Supplier shall at least include the following types of insurance with the following minimum limits of liability:
- (3) Workers Compensation and Employer's Liability - Statutory Limits
 - (4) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (5) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (6) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (7) Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 14. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract 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 notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. 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 contract and the other party shall have no recourse.

Section 15. Default

- (A) If Supplier fails to provide the Supplies or comply with the provisions of this Agreement, then Supplier may be considered in default.
- (B) It shall be mutually agreed that if Supplier fails to provide the Supplies or comply with the provisions of this Agreement, City may procure the same or similar items, goods, materials, or equipment from the open market. If the market price of those items, goods, materials, or equipment is greater than the Agreement price, Supplier shall be liable to City for the difference between the market price and the Agreement price, plus Supplier shall be liable to City for any incidental or consequential damages incurred by City as a result of Supplier's breach.
- (C) Supplier may also be considered in default by the City if any of the following occur:
- (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this contract.
 - (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
 - (4) Supplier 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 Supplier or any of Supplier's property.
- (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to provide the Supplies described under this contract.
- (7) The contract or any right, monies or claims are assigned by Supplier without the consent of City.

Section 16. Termination

- (A) The Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (B) City may terminate this Agreement, in whole or in part, in the event of default by Supplier.
- (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.

Section 17. Notice

Any notice required or desired to be given under this Agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528

Supplier: Bobcat of Michiana
Attention: Bob Tidey
28747 Old US 33
Elkhart, IN 46516

Section 18. Subcontracting or Assignment

- (A) Supplier shall not subcontract or assign any right or interest under the Agreement, including the right to payment, without having prior written approval from City. Any attempt by Supplier to subcontract or assign any portion of the Agreement shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.
- (B) In the event that City approves of any such subcontracting, assignment or delegation, Supplier shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Supplier shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.

Section 19. Amendments

Any modification or amendment to the terms and conditions of the Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

Section 20. 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.

Section 21. Applicable Laws

- (A) Supplier 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.
- (B) Supplier agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so maybe deemed a material breach of agreement.

Section 22. Miscellaneous

- (A) Any provision of this agreement or incorporated documents 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 documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) 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.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 23. 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.

Section 24. Binding Effect

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

Section 25. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Supplier.

Section 26. Authority to Bind Supplier

The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

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

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

Bobcat of Michiana

Gina Leichty, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____

DETAILED SPECIFICATIONS

2023 or newer mini excavator specifications	Compliance
Engine/Drivetrain:	
Engine must be liquid-cooled, turbo-charged and diesel powered with a minimum net peak of horsepower of 30.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Engine must meet current emissions standards for the engine's horsepower class.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Engine monitor with shut down	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Equipped with engine auto idle.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Excavator shall be driven by two hydraulic motors, one on each track assembly, with an auto shift two speed and shall be designed to operate independent of each other for steering purposes. Travel speeds: High 2.5 mph minimum, low 1.5 mph minimum.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Steering shall be controlled by foot pedals and removable hand levers.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Travel motors and hydraulic lines shall be enclosed within the width of the track frame.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Travel brakes shall be adequate for the excavator size and shall be built into each drive including parking brakes.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Electrical:	
Electrical system shall be 12 volt.	
Alternator and battery shall be of sufficient amperages to reliably operate excavator in all conditions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
LED work lights to be distributed around the excavator including boom light facilitating safe use in low or no light conditions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All controls shall be lighted and readily visible in both intensely lighted and low or no light conditions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Operator Station:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Operator station shall be fully enclosed.	
Enclosed cab shall have full HVAC with manual controls.	
Enclosed cab shall be am/fm radio equipped blue tooth.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Operator station shall be equipped with a fully adjustable cloth seat with retractable seat belt meeting all applicable minimum safety requirements.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Operator station shall be equipped with adjustable wrist rests.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Operator station shall be protected with ROPS/FOPS/TOPS 4-post canopy meeting all applicable minimum safety requirements.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Operator station access shall meet all applicable minimum safety requirements with slip-resistant steps and holds.	
Operator station shall have built-in storage compartment for operator's manual.	
Operator station shall include keyless starting by entering a set code number.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Operator station shall be provided by push-button LCD interface for monitoring diagnostic information.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Diagnostic monitoring information shall be provided by audible and visual warnings.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Operator station shall include rearview mirror(s) required for the safe operation of the excavator.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Excavator:	
Excavator shall be of ZTS (Zero Tail Swing) design.	

Excavator shall be provided with vandal protection for engine hood, toolbox, hydraulic reservoir, fuel tank and all other access points.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Excavator shall be provided with rubber tracks.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Excavator shall be provided with necessary counterweights as recommended for the excavator and options required to meet these specifications.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Equipped with extendable arm.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Excavator controls two-lever, standard joy-stick type controls with user changeable operation pattern.	
Auxiliary hydraulics, selectable flow with arm mounted flush face quick couplers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fingertip auxiliary hydraulic controls	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fingertip boom swing control.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hydraulics monitor and shut down.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Excavator shall be provided with hydraulic quick coupler/carrier for ease of connecting and disconnecting excavator attachments.	
Auxiliary hydraulics std. flow minimum of 16.9 gpm.	
Auxiliary hydraulics- minimum pressure of 2900 psi.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Excavator shall be provided with a hydraulic dozer blade and blade float function.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Dozer blade shall have up and down and left and right angle adjustment.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Excavator shall meet the following minimum specifications:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Minimum operating weight of 7,500 lbs.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Excavator to have extendable arm for extended dig.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Minimum dig depth of 11'-0".	
Minimum dig reach of 17'.	
Minimum rated lift capacity of 3,000 lbs. (ground level, over end, blade down).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Minimum arm dig force of 4,500 lbs.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Minimum bucket dig force of 7,000 lbs.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Maximum track width of 6'-0".	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Maximum length of 16'-0".	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Excavator to have 36" bucket.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Manuals:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Minimum 2-year warranty.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2 Complete set of operator's manuals.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Complete set of service manuals (electronic version accepted).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Complete set of filters for Pm service (oil, air (s), hydraulic and fuel.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



Product Quotation
 Quotation Number: **BT234248**
 Quote Sent Date: **Dec 08, 2023**
 Expiration Date: **Jan 07, 2024**

Prepared By
Bob Tidey
 Phone: +15745846124
 Email: bob.tidey@hulllifttruck.com

Customer
CITY OF GOSHEN
 320 STEURY AVE
 GOSHEN, IN, 46528-3005
 Phone: +1 574 534 3703

Contact

Dealer
Bobcat of Michiana, Elkhart, IN
 28747 OLD US 33
 ELKHART, IN, 46516-1681

Item Name	Item Number	Quantity	Price Each	Total
E38 R2-Series Bobcat Compact Excavator	M3414	1	47,711.34	47,711.34
Standard Equipment:				
33 HP Tier 4			Horn	
Auto Idle			Hydraulic Joystick Controls	
Auto-Shift, 2-Speed Travel			Keyed Ignition	
Auxiliary Hydraulics, Selectable Flow with Arm Mounted Flush			Lift Eye	
Face Quick Couplers			Rubber Tracks	
Canopy			Spark Arrestor Exhaust System	
Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat			Turbocharged Tier 4 Diesel Engine, Non DPF	
Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008			Vandalism Protection	
Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000			Work Lights - LED	
Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262:1998			X-Change (Attachment Mounting System)	
Control Console Locks			Zero Tail Swing	
Control Pattern Selector Valve (ISO/STD)			Telematics - Machine IQ	
Display - Standard Instrument Panel			Warranty: 2 years, or 2000 hours whichever occurs first	
Dozer Blade with Float				
Engine/Hydraulic Monitor with Shutdown				
Fingertip Auxiliary Hydraulic Control				
Fingertip Boom Swing Control				
Cab Deluxe Package	M3414-P11-C12	1	7,900.06	7,900.06
<i>Included:</i> Cab Deluxe Package:, Enclosed Cab with Auto HVAC, 3yr Machine IQ Health and Security Subscription, Keyless Start, Bobcat 7" Touch Display with Radio and Bluetooth, Heated High Back Cloth Suspension Seat, Travel Motion Alarm				
Hydraulic X-Change - Extendable Arm	M3414-R06-C08	1	1,776.09	1,776.09
Hydraulic Clamp - Ext Arm - Class III	M3414-R08-C33	1	2,029.40	2,029.40
Extendable Arm	M3414-R03-C03	1	3,674.09	3,674.09
Hydraulic Angle Blade	M3414-R12-C02	1	2,347.68	2,347.68
2nd Aux Hydraulic - Extendable Arm	M3414-R07-C03	1	897.90	897.90
36" Class 3 SD MX Bucket	7457580	1	1,640.31	1,640.31
Mirror Kit	7173148	1	331.49	331.49
Total for E38 R2-Series Bobcat Compact Excavator				68,308.36

Quote Total - USD	68,308.36
Dealer P.D.I.	200.00
Freight Charges	1,275.00
Destination Charges	109.00
Dealer Assembly Charges	130.00
Charges	
<i>Complete Pm Filters And Service Manuals</i>	467.56
Discount	
<i>John Deere 310D Serial #</i>	-12,000.00
<i>T0310DG801642</i>	
Sales total before Taxes	58,489.92
Taxes	0.00
Quote Total - USD	58,489.92

Customer Acceptance:

Quotation Number: BT234248

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses:

Delivery Address: _____

Billing Address (if different from ship to): _____

Tax Exempt: Y / N

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

January 4, 2024

To: Goshen Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Release and Settlement Agreement – Comcast- Damage to City Property located at Crescent Street and N. 5th Street.

It is recommended that the Board of Public Works and Safety accept, and authorize Mayor Leichy to execute, the attached Release and Settlement Agreement with Comcast regarding property damage the City sustained at Crescent Street and N. 5th Street. The repairs have been completed.

Suggested motion: Move to approve and authorize Mayor Leichy to execute the Release and Settlement Agreement with Comcast regarding property damage the City sustained at Crescent Street and N. 5th Street.

Claim Number: P 505-548751

Release and Settlement of All Claims

Claim Number: P 505-548751

Claimant: The City of Goshen

For and in consideration of the payment to me of the total sum of seven thousand two hundred fourteen dollars and sixty six cents (7,214.66), by Helmsman Management Services/Liberty Mutual Insurance Group, the receipt and sufficiency of which is hereby acknowledged, I/We, City of Goshen, do hereby acknowledge full accord, satisfaction and settlement, and hereby release, remise and forever discharge Comcast Cable Communications, LLC, its parents, subsidiaries, affiliates, their respective parents, officers, employees, agents, successors and assigns, both individually and in their official capacities with Comcast ("Comcast"), ACE American Insurance Company, CHUBB Group of Insurance Companies, and Helmsman Management Services, Liberty Mutual Insurance Company and all affiliates, their officers, agents, servants, employees, heirs, successors, and parent and subsidiary corporations (collectively "Releasees"), from any and all claims, demands, suits, actions, and any consequence of every kind or nature relating to or arising from, directly or indirectly, the incident occurring on or about 11/29/2023 at or around the Crescent St & N. 5th St, Goshen City, IN 46528, wherein I/We, allege to have sustained property damage.

It is understood that I hereby covenant to indemnify, defend and save harmless the said party or parties from and against all claims, demands and any costs whatsoever including attorneys fees and litigation costs on account of or in any way growing out of said occurrence or its results to property.

It is understood and agreed that this release covers all actions, causes of action, claims and demands by reason of any damage, loss, known or unknown, which may be traced either directly or indirectly to the said incident, as now appearing or as may appear at any time in the future, no matter how remotely they may be related to the said occurrence. This includes any and all liens, including without limitation to previous attorneys and otherwise, which may be attributable to any of the claims which are, or might have been the subject matter of this claim. This release is executed with the full knowledge and understanding that there may be more serious consequences or damages which are not now known, and that the payment recited herein is made to the undersigned in consideration of this release and settlement and is accepted as a final payment.

It is further understood and agreed that the execution of this agreement is not intended to and does not extinguish, minimize or diminish any right of action Comcast and/or its insurer(s) may have against any other entity or individual arising from the cause of action raised by the Releasor(s). Moreover, it is specifically understood and agreed that Comcast and/or its insurer(s) reserve any rights they may have against Comcast's Subcontractor, its insurer and/or any third parties responsible for the loss and that Comcast does not waive any rights of indemnity, defense costs, contribution, subrogation and/or any other claims that it may have against its Subcontractor, its insurer or any other responsible party, unless such party is included as one of the Releasee(s) in this Agreement.

It is further understood and agreed that the payment of said amount by Releasees is not to be construed as an admission of liability on the part of Comcast and the Releasees, but that said payment

Claim Number: P 505-548751

is in compromise and settlement of my claim which is not admitted but is denied and disputed. This release is being given by me/us voluntarily and not based on any representations or statements of any kind made by Releasees or their representatives, as to the merits, legal liability, or value of my claim or any other matter relating thereto. It is further agreed that the following NOTICE has been read by me/us before signing this release.

It is further agreed that the negotiations regarding this matter and the terms and conditions of this settlement shall be confidential and disclosed to no one by either party, except as required by Indiana law. Should either party learn that anyone is seeking to compel the disclosure of the terms of this settlement in a court proceeding, the party so learning of such action shall notify the other immediately in order to allow both parties the opportunity to protect the confidentiality of this agreement. Neither party shall be required hereby to take any action in any such court proceeding to protect the confidentiality of this agreement, but neither party shall take any action to encourage the disclosure of this settlement.

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE, HAS HAD THE OPPORTUNITY TO CONSULT COUNSEL IF SO DESIRED IN EXPLAINING ITS TERMS, AND FULLY UNDERSTANDS ITS TERMS.

THIS IS A RELEASE: READ BEFORE SIGNING.

Signature: _____

Printed Name: _____ The City of Goshen _____

Date Signed: _____



Please make payment to:
Goshen Utilities
 203 S 5th Street
 P.O. Box 238
 Goshen, IN 46527-0238
 Tel: 574-533-9399

ACCOUNT NUMBER	BILL DATE	DUE DATE
01-0541	11/29/2023	12/29/2023

INVOICE

INVOICE NUMBER	AMOUNT DUE	AMOUNT ENCLOSED
202311291507	\$7,214.66	

JASON HOFFMAN
 COMCAST
 204 E JEFFERSON ST
 GOSHEN IN 46528

----- Important: Return this portion -----

----- Retain this portion for your records -----

Goshen Utilities

203 S 5th Street
 P.O. Box 238
 Goshen, IN 46527-0238
 Tel: 574-533-9399

INVOICE NUMBER
202311291507

ACCOUNT NUMBER	BILL DATE	DUE DATE
01-0541	11/29/2023	12/29/2023

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
S- SPECIAL OP'S	N/A		N/A	935.51
S- SPECIAL OP'S	N/A		N/A	6,279.15
<p>10/26/2023 REPAIR SEWER MAIN- CRESCENT STREET & N. 5TH STREET 2" CROSSBORE THROUGH 12'PVC SEWER MAIN</p>				
TOTAL PAYMENT DUE IN 30 DAYS.				
*****THANK YOU*****			TOTAL DUE	\$7,214.66



FERGUSON®

WATERWORKS

1077 OLIVER PLOW COURT
S BEND, IN 46601-2790

Please contact with Questions: 574-406-6199

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0346760	\$300.00	8190	1 of 1


PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #1934
PO BOX 644054
PITTSBURGH, PA 15264-4054

MASTER ACCOUNT NUMBER: 540012

SHIP TO:

CITY OF GOSHEN
WATER & SEWER
308 N 5TH STREET
GOSHEN, IN 46528

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
3390	3390	INE	STOCK	TJH	FERNCO	10/27/23	IO 27508
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
2	2	F10561212RC	12X12 RC COUP CI PLAS COP S	150.000	EA	300.00	
			INVOICE SUB-TOTAL			300.00	
<p>LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.</p> <p style="text-align: center;"><i>N 5th + Crescent + Repair</i></p>							
<p>Looking for a more convenient way to pay your bill?</p> <p>Log in to Ferguson.com and request access to Online Bill Pay.</p>							

TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$300.00
----------------------	------------------	-----------	----------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

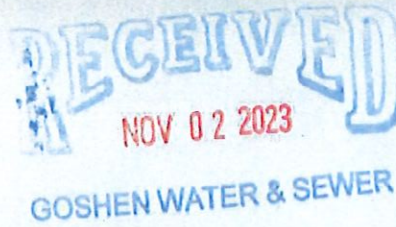
Kuert Concrete LLC

Branch: 04 Goshen Plant
 5909 Nimtz Pkwy
 South Bend, IN 46628-6142

574-232-9911

Bill To:

GOSHEN WATER & SEWAGE DEPT
 308 N. 5TH STREET
 GOSHEN IN 46528



INVOICE

INVOICE	
474062	
Invoice Date	Page
10/26/2023	1 of 1
ORDER NUMBER	

Ship To:

North 5th Street & cresent, goshen
 *** Total Cubic Yards: 2.5 ***

Customer ID: 107880

PO Number	Term Description	Net Due Date	Disc Due Date	Discount Amount
5th Street	NET END OF MONTH	11/30/2023	11/30/2023	0.00

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
10/26/2023		House Account	

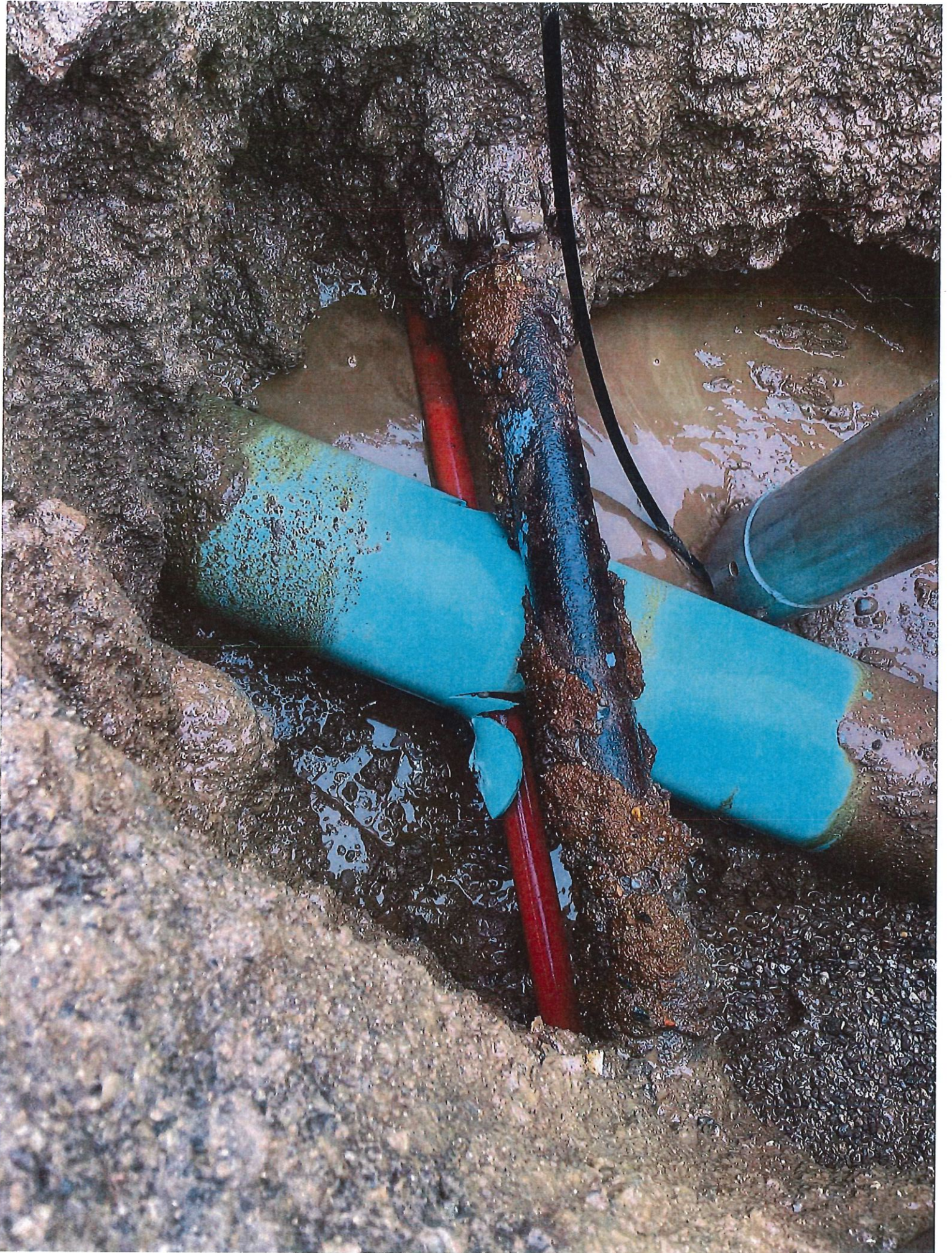
Quantities					Item ID	Pricing	Unit	Extended
Ordered	Shipped	Remaining	UOM Unit Size	Disp.	Item Description	UOM Unit Size	Price	Price
2.500000	2.500000	0.000000	CY	1.0	409E / TICKET NO 453804 INDOT CLASS C W/SLAG	CY	168.500000	421.25
2.500000	2.500000	0.000000	CY	1.0	NCA.5 / TICKET NO 453804 TURBOCAST NON-CHLORIDE 1/2%	CY	3.750000	9.38
2.500000	2.500000	0.000000	CY	1.0	48.5 / TICKET NO 453804 CALCIUM CHLORIDE 1/2%	CY	1.750000	4.38
1.000000	1.000000	0.000000	LD	1.0	SMLD / TICKET NO 453804 MINIMUM LOAD (less than 5 yards)	LD	125.000000	125.00
1.000000	1.000000	0.000000	EA	1.0	64 / TICKET NO 453804 FUEL SURCHARGE	EA	13.000000	13.00
2.500000	2.500000	0.000000	CY	1.0	ECW / TICKET NO 453804 ENVIROMENTAL FEE	CY	1.000000	2.50

Total Lines: 6

SUB-TOTAL: 575.51
INDIANA SALES TAX : 0.00
AMOUNT DUE: 575.51

ORIGINAL









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

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

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

MEMORANDUM

To: Board of Public Works and Safety
From: Bodie J. Stegelmann
Re: Loan to LaCasa of Goshen, Inc.
Date: January 4, 2024

On February 6, 2023, the Goshen Common Council passed Resolution 2023-02 that authorized a loan from the City's Local Major Moves Construction Fund to LaCasa of Goshen, Inc. to help pay for water and sewer Utility infrastructure improvements on real property owned by Oaklawn at 302 Lakeview Drive, necessitated by LaCasa's construction of up to 6, 8-unit buildings for permanent supportive housing in an amount not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00). The Council authorized the Board of Public Works and Safety and City staff to negotiate the terms of a final agreement with LaCasa, and authorized the Board of Public Works and Safety to enter into a formal loan agreement with LaCasa, consistent with the terms of Common Council Resolution 2023-02.

City staff has negotiated the terms of a loan to LaCasa and submits the agreement provided herewith for consideration. Consistent with Resolution 2023 – 02, the loan will be forgivable. Interest will accrue at the rate of 1% per annum, starting two years after initial withdrawal of funds. Internally, the City will be using funds from its Opioid Settlement Fund to replenish the Local Major Moves Construction Fund as principal amounts of the loan are forgiven, as well as interest the funds would have earned had the funds remained in the Local Major Moves Construction Fund.

Suggested Motion: Move to approve the Loan Agreement with LaCasa of Goshen Inc. for up to Two Hundred and Fifty Thousand Dollars (\$250,000.00).

LOAN AGREEMENT

With La Casa of Goshen Inc

THIS LOAN AGREEMENT is entered into this ____ day of January, 2024, by and between the City of Goshen, Indiana, hereinafter referred to as "City", and LaCasa of Goshen, Inc., an Indiana nonprofit corporation, hereinafter referred to as "LaCasa".

Recitals

WHEREAS, I.C. § 8-14-16-5 allows the City to expend funds held in the City's Local Major Moves Construction Fund to provide funding for economic development projects defined in I.C. § 6-3.6-2-8(1) or I.C. § 6-3.6-2-8(2)(A)-(K);

WHEREAS, LaCasa of Goshen, Inc. ("LaCasa") seeks assistance from the City of Goshen in the form of partial funding of water and sewer utility infrastructure improvements that LaCasa will require during the construction of up to 6, 8-unit buildings for permanent supportive housing over the next ten (10) years to be located on real property owned by Oaklawn Psychiatric Center, Inc. ("Oaklawn") at 302 Lakeview Drive;

WHEREAS, the cost of the water and sewer utility infrastructure improvements contemplated is expected to exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00);

WHEREAS, the Goshen Common Council authorized a loan from the City's Local Major Moves Construction Fund to LaCasa to help pay for water and sewer Utility infrastructure improvements on real property owned by Oaklawn at 302 Lakeview Drive, necessitated by LaCasa's construction of up to 6, 8-unit buildings for permanent supportive housing in an amount not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000.00); and

WHEREAS, the Goshen Common Council authorized the City of Goshen Board of Public Works and Safety and City staff to negotiate the terms of a final agreement with LaCasa, and authorized the Board of Public Works and Safety to enter into a formal loan agreement with LaCasa, consistent with the terms of Common Council Resolution 2023-02.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions of this agreement, City and LaCasa agree as follows:

1. Loan Amount. City agrees to provide to LaCasa as a loan, up to Two Hundred Fifty Thousand Dollars (\$250,000), subject to proper appropriation of funds by the City of Goshen Common Council. Funds shall be disbursed to LaCasa upon presentment to the City of qualifying invoices from the construction of the water and sewer infrastructure facilities.

2. Purpose of Loan. LaCasa shall use the loan proceeds to pay towards water and sewer utility infrastructure improvements on real property owned by Oaklawn at 302 Lakeview Drive necessitated by LaCasa's construction of 6, 8-unit buildings for permanent supportive housing.

3. Interest. Interest on the loan proceeds will begin to accrue two years from the

date the first disbursement of funds is made pursuant to Paragraph 1, above, at the rate of one percent (1%) per annum. Loan interest payments shall begin at the completion of the second 8-unit building pursuant to Paragraph 2(b) of Goshen Common Council Resolution 2023-02. LaCasa shall pay the interest accruing each year that interest accrues on or before December 31 of the year in which interest accrues.

4. Repayment of Loan Proceeds. The outstanding loan principal shall be repaid by LaCasa to City in full on or before December 31, 2033, if not forgiven pursuant to Paragraph 5 prior to such date.

5. Forgiveness of Loan. Upon completion of the 1st 8-unit permanent supportive housing building at the Oaklawn campus, the City shall forgive a principal portion of the loan to LaCasa in the amount of One Hundred Thousand Dollars (\$100,000). An additional One Hundred Thousand Dollars (\$100,000) of principal shall be forgiven at the completion of the 3rd 8-unit permanent supportive housing building at the Oaklawn campus. Upon completion of the 6th and final 8-unit permanent supportive housing building at the Oaklawn campus, the City shall forgive the remaining principal amount borrowed (Fifty Thousand Dollars (\$50,000), assuming the full Two Hundred and Fifty Thousand Dollars (\$250,000) is borrowed). A building will be considered complete when the City issues an occupancy permit for the building. This schedule for forgiving loan principal assumes a completion date on or before December 31, 2033.

6. Default and Remedies.

a. A default will occur if any of the following events occur:

i. LaCasa fails to pay the full amount of any interest or loan repayment when such payment is due;

ii. LaCasa fails to use the loan proceeds for the purposes described in this agreement;

iii. LaCasa fails to observe or perform any material provision of this agreement;

iv. LaCasa declares bankruptcy; or

v. A receiver is appointed for LaCasa to allocate LaCasa's assets and income for the benefit of LaCasa's creditors.

b. If a default occurs under the terms of this agreement and such default continues for thirty (30) days after written notice to the defaulting party, the non-defaulting party may assert any of the following remedies:

i. Declare all remaining payments of loan proceeds and interest immediately due and payable;

ii. Use any lawful means to collect all loan proceeds and interest that

remains unpaid; and

iii. Seek reimbursement for any collection fees incurred including reasonable attorneys' fees.

7. Supplemental Documents. LaCasa and City agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this agreement.

8. Non-Discrimination. Pursuant to Indiana Code § 22-9-1-10, neither LaCasa or City, nor any of their contractors or subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this agreement with respect to hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this agreement.

9. Notice. Any notice required or permitted under this agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United States mail, with proper postage, and which notice shall be effective three (3) days after the date of mailing:

City: Goshen City Commission
c/o Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

LaCasa: LaCasa of Goshen, Inc.
c/o Brad Hunsberger
202 North Cottage Avenue
Goshen, Indiana 46528

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

10. Miscellaneous.

a. Neither City nor LaCasa shall assign any rights, nor delegate any duties under this agreement, in whole or in part without prior written consent of the other party.

b. Any modification or amendment to the terms and conditions of this agreement shall not be binding unless made in writing, signed by both parties, and approved by the Goshen Board of Public Works and Safety.

c. The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent or continuing breach.

d. This agreement is governed by the laws of the State of Indiana. Any action to enforce the terms and conditions of this agreement shall be brought in a court of competent jurisdiction in Elkhart County, Indiana.

e. In the event that legal proceedings are instituted, the defaulting party shall pay to the non-defaulting party, if any, all costs and expenses of those legal proceedings including reasonable attorneys' fees.

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

g. This agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all other agreements or understandings between City and LaCasa.

IN WITNESS WHEREOF, the parties have executed this Loan Agreement as set forth below.

City of Goshen, Indiana
Board of Public Works and Safety

LaCasa of Goshen, Inc

Gina M. Leichty, Mayor

By _____
Brad Hunsberger
Its V.P. of Real Estate Development

Michael A. Landis, Member

By _____
Amy Call, Chief Financial Officer

Orv Myers, Member

Date Signed: January _____, 2024

Mary Nichols, Member

Barb Swartley, Member

Date Signed: January _____, 2024



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **LEAD SERVICE LINE INVENTORY (LSLI)
(JN: 2023-0027)**

DATE: December 15, 2023

At the Board of Works & Safety meeting on May 22, 2023, authorization was provided to the Director of Public Works to sign the Indiana Finance Authorities Scope of Work Certification form to access Type I and Type II funds for lead service line investigation. The funding was provided through the end of 2023, and distributed directly to the City's selected consultant, Abonmarche Consulting, per the grant requirements.

In the past seven months, there has been significant work completed including mailings to customers about the lead service inventory program, door hanger design and printing, door to door surveys, and the development of educational material for future use.

To close out this segment of work, the Indiana Finance Authority has a Project Completion Certification form that needs to be signed, which formally closes the funding grant and allows for the final distribution of funding to our consultant, Abonmarche Consulting.

The Goshen Water Utility requests the Board of Public Works and Safety authorize Director of Public Works Dustin Sailor to sign the Indiana Finance Authority's LSLI Project Completion Certification form to closeout the Type I and Type II project.

Requested Motion: Move to approve Director of Public Works Dustin Sailor to sign the Indiana Finance Authority's LSLI Project Completion Certification form for closeout of the LSLI Type I and Type II projects.



Indiana Finance Authority

LSL Inventory Funding Program

Spring 2023

Project Completion Certification

Project Number: _____

I certify that I am an Authorized Representative for the utility named below and I confirm that the Scope of Work has been completed in accordance with the work agreed upon with the Service Provider named below for the associated project.

Utility Name	GOSHEN WATER UTILITY
Utility PWSID	IN5220009
Name of Authorized Representative	DUSTIN K. SAILOR
Title of Authorized Representative	DIRECTOR OF PUBLIC WORKS & UTILITIES
Phone: 574-534-2201	Email: DUSTINSAILOR@GOSHENCITY.COM

Signature: _____ Date: _____

I certify that I am an Authorized Representative of the Service Provider named below and I confirm that the Scope of Work has been completed in accordance with the Professional Services Agreement (PSA) and associated project. I further certify under penalties of perjury that all information provided to the Indiana Finance Authority to support this certification is true and accurate.

Company Name	
Name of Authorized Representative	
Title of Authorized Representative	
Phone:	Email:

Signature: _____ Date: _____