



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., June 27, 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: June 13, 2024

Approval of Agenda

1) Open sealed bids: For purchase of 2024 or newer street sweeper for the City Street Department and City Fleet Manager

2) College Farm Neighborhood request: Approve closure of the 1800 block of South 13th Street and use of street barricades on Aug. 3, 2023 for the annual block party

3) Goshen Soccer Academy request: Approve the closure of parking lot adjacent to Goshen Brewing Co. for a pickleball tournament, Aug. 23-24 2024

4) Downtown Goshen, Inc. request: Approve the use of two parking spaces in front of Elephant Bar for over-the-weekend parking of a beer trailer for July-September First Fridays

5) Elkhart County 4H Fair request: Approve street closures and traditional City support services for the annual fair parade on July 21, 2024

6) Legal Department request: Award the bid for the purchase of 2024 skid steer for the Water & Sewer Department to Bobcat of Michiana as the lowest responsive and responsible bidder and authorize Mayor Leichty to execute the purchase agreement for \$59,836.88

7) Legal Department request: Approve and authorize Chief Jose Miller to execute the grant agreement with the Indiana Criminal Justice Institute for the SoToxa Instrument Program

8) Legal Department request: Amend Agreement with Cathy's Cleaning to add Reith Interpretive Center

9) Legal Department request: Resolution 2024-15: Ratify Agreement with Comcast for Internet Services at Fire Station #4, Located at 1728 Reliance Road, Goshen, Indiana



10) Environmental Resilience Department request: Approve USDA Forest Service Grant

11) Engineering Department request: Authorize INDOT Road Closure Permit for 2024 4H Fair Parade

12) Engineering Department request: Approve Redesign of the Tenth Street Corridor, Design Agreement Amendment No. 1 (JN: 2022-0037)

13) Engineering Department request: Approve SR 119 Street Closure for Kids & Teens Triathlon (JN: 2007-0017)

14) Engineering Department request: Center Street Crosswalk – Traffic Commission Recommendation (JN: 2024-0007)

15) Engineering Department request: Request for Advance Warning Sign for Drive – 2120 Rieth Blvd (Goshen Family Medicine) (JN: 2024-0007)

16) Engineering Department request: Violet Cemetery Subdivision, Phase II, Acceptance of Drainage Plan (JN: 2023-0021)

17) Planning Department request: Acceptance of Violet Cemetery Phase Two Plat

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE JUNE 13, 2024 REGULAR MEETING**

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

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

Absent: None

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

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the June 6, 2024 Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board member Mike Landis moved to approve the minutes as presented and the motion was seconded by Board member Barb Swartley. The motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda with the change that the proposed hiring of seven probationary patrol officers will be considered as a single agenda item. Board member Landis moved to approve the agenda as amended. Board member Swartley seconded the motion. Motion passed 5-0.

1) Police Department request: Approve the hiring of Aaron James Dolph #230, Logan Jacob Wenger #231, Luis Alberto Lopez #232, Darrick Leighton Braun #233, Quinten Allen Bland #234, Preston Ryan Lancour #235 and Rodger Dale Wigent #236 for the position of probationary patrol officer, retroactive to Monday, June 10, 2024

City Police Chief José Miller asked the Board to approve the hiring of Aaron James Dolph, Logan Jacob Wenger, Luis Alberto Lopez, Darrick Leighton Braun, Quinten Allen Bland, Preston Ryan Lancour and Rodger D. Wigent for the position of probationary patrol officer.

Chief Miller said Dolph, Wenger, Lopez, Braun, Bland, Lancour and Wigent have passed all required exams and have been approved by both the local and State pension boards. He added, "We are thrilled to have these new police officers interested in serving our community and I would like to have these hirings to be retroactive to Monday, June 10, 2024.

Landis/Swartley made a motion to approve the hiring of the seven listed officers for the position of probationary patrol officers, retroactive to June 10, 2024. The motion passed 5-0.

After the seven hirings were approved, Mayor Leichty swore in, as probationary patrol officers, Dolph, Wenger, Lopez, Braun, Bland, Lancour and Wigent, who were accompanied by their family members.

2) Police Department request: Approve the resignation of Reserve Officer Christopher Juroff, retroactive to June 5, 2024

City Police Chief José Miller asked the Board to approve the resignation of Reserve Officer Christopher Juroff retroactive to June 5, 2024. He said Reserve Officer Juroff resigned from his full-time status in 2020. Since then, he has remained as a reserve officer.

Chief Miller said Reserve Officer Juroff's job obligations have forced him to resign as a reserve officer. He added, "I would like to thank Reserve Officer Juroff for his dedication to this community both during his full-time career, and as a reserve officer. I wish Chris the best of luck in his future endeavors."

In his letter of resignation, Reserve Officer Juroff wrote, in part, "It has been an honor and a privilege to serve alongside you and the dedicated men and women of our department for 20 years. I am immensely proud of the work we have accomplished together in ensuring the safety and well-being of our community. I am grateful for the opportunities for growth and development that I have received during my tenure with the department. The experiences and lessons learned will stay with me as I embark on the next chapter of my life."



Mayor Leichty asked Chief Miller to pass on the City's gratitude to Officer Juroff. Landis/Swartley made a motion to approve the resignation of Reserve Officer Christopher Juroff, retroactive to June 5, 2024. Motion passed 5-0.

3) Police & Legal departments request: Withdraw the conditional offer of employment extended to Kyle J. Hamood as a probationary patrol officer on Feb. 22, 2024

City Attorney Bodie Stegelmann told the Board that on Feb. 22, 2024, the Board extended a conditional offer of employment with the Goshen Police Department to Kyle J. Hamood, as well as approved and authorized the Mayor to execute a Conditional Offer of Employment Agreement.

Stegelmann said that at the end of May, Hamood informed the City that he decided to decline the position with the Goshen Police Department. So, the city Attorney said it was necessary to withdraw the conditional offer of employment previously extended and terminate the Conditional Offer of Employment Agreement.

Landis/Swartley made a motion to withdraw and terminate the conditional offer of employment extended to Kyle J. Hamood as a probationary patrol officer on Feb. 22, 2024. Motion passed 5-0.

4) Center for Healing & Hope request: Approve use of parking lot for the Festival of Hope

Daniel Tackett, Director of Marketing and Development for the Center for Healing & Hope, asked the Board to allow the use of the easternmost portion of the City parking lot located just north of Goshen Brewing Company, at 315 West Washington, for the Center's 4th annual Festival of Hope from 5-9 p.m. on July 27, 2024. He said the center held this event in the same location last year with great success.

Tackett asked for closure of the lot from midnight to 11 p.m. on July 27 to set up tents, tables, and chairs for nonprofits, children's activities, food vendors, and marketplace vendors and allow for foot traffic throughout this area of the parking lot. Goshen Brewing Company will be hosting the event and Interra, another sponsor, has offered the use of parking lot for festival parking; The event will begin long after the Goshen Farmers Market has closed.

Tackett requested street barricades and orange safety cones to clock off areas for the event. He requested "no parking" signs to be posted at all parking spots in the requested area the night before. He also requested access to the City-owned electrical outlets at the north end of the lot.

Board member Swartley asked if the event was rained out last year and windy. Tackett said there was some wind, but no rain. He said it was hot, but it was July so that wasn't unexpected.

City Street Commissioner David Gibbs said his department would install the street barricades, but it would be the responsibility of the festival sponsors to take down the barricades afterward.

Mayor Leichty wished Tackett a successful event and said she looked forward to a nice sunny day.

Landis/Swartley made a motion to allow the use a portion of the City parking lot located just north of Goshen Brewing Company, at 315 W. Washington, for the Center's 4th annual Festival of Hope. Motion passed 5-0.

5) Planning Department request: Accept Plat for Goshen Village Shoppes

City Planning & Zoning Administrator Rhonda Yoder told the Board that the secondary subdivision has been submitted for Goshen Village Shoppes, a three-lot major commercial subdivision.

Yoder said the subject property is generally located at the southeast corner of Meijer Drive and Elkhart Road, with common addresses of 4536, 4542, 4568 and 4580 Elkhart Road, consisting of four tax parcels and containing ± 6.53 acres, zoned Commercial B-3PUD (Planned Unit Development), part of Goshen Village Shoppes PUD.

Subsequent to the original PUD approvals, Yoder said the property was divided into four tax parcels and has remained under single ownership. The current owner wishes to create three individual lots so individual lots may be sold to separate owners, and to facilitate possible development of the proposed Lot 3.

Yoder said the subdivision meets the Goshen Village Shoppes PUD and Zoning and Subdivision Ordinance requirements. The subdivision drainage plan was accepted by the Board of Works on June 6, 2024.



Yoder said no surety/performance bond is required as all public infrastructure is existing and no new public infrastructure is proposed. The plat does not include dedication of right of way but does include a number of easements. She asked the Board to accept the Goshen Village Shoppes plat with easements and sign the plat. **Landis/Swartley made a motion to accept the Goshen Village Shoppes plat with easements. The motion passed 5-0.**

6) Planning Department request: Accept Plat for Red Oak Subdivision

City Planning & Zoning Administrator Rhonda Yoder told the Board that the secondary subdivision has been submitted for Red Oak, a two-lot major commercial subdivision, to create a lot for a permanent conservation easement/tree preserve. The property is located on the south side of Eisenhower Drive North, west of Caragana Court, with a common address of 2312 Eisenhower Drive North, containing ± 1.8 acres, zoned Commercial B-3.

Yoder said the Red Oak subdivision meets the requirements of the Subdivision Ordinance and Zoning Ordinance, except as granted by the Board of Zoning Appeals on Jan. 23, 2024, to allow a lot with no street frontage and no direct street access. The Board of Works granted a waiver for the subdivision drainage plan on May 23, 2024.

Yoder said no surety/performance bond is required, as all public infrastructure is existing and no new public infrastructure is proposed. The plat does not include dedication of right of way but does include a number of easements. She asked the Board to accept the Red Oak plat with easements and sign the plat.

Landis/Swartley made a motion to accept the Red Oak plat with easements. Motion passed 5-0.

7) Legal Department request: Approve and authorize the Mayor to execute the Amendment Agreement with Peerless Midwest, Inc for additional testing needed for a potential new well field just north of Goshen Airport at a cost of \$16,740

City Attorney Bodie Stegelmann told the Board that attached to the meeting packet for approval and to authorize Mayor Leichty to execute was an Amendment Agreement with Peerless Midwest, Inc. for additional testing for a potential new well field just north of the Goshen Airport.

After initial testing was conducted by Peerless, **Stegelmann** said the results determined that additional testing was necessary to account for drawdown interference associated with operating the proposed wells simultaneously. The cost of this additional necessary testing is \$16,740.

Under the terms of the agreement, Peerless Midwest will provide a more realistic wellfield capacity by determining the level of interference expected in the wells. If the City determines the wellfield capacity would be inadequate for the need, more wells may be needed. So, the interference test will help inform the City how far away from the other wells other wells would need to be moved to minimize interference effects.

In addition, Peerless will collect water quality samples for general chemistry, metals, semi-volatile organic compounds, PFOS/PFOA, and volatile organic compounds to determine if the water quality is satisfactory for public consumption.

Board member Landis asked about the testing results that have made this additional work necessary.

City Director of Public Works & Utilities Dustin Sailor said water was available at the site, but this is a glacial backfill area and there is not a good gravel pack. Instead, he said there is sand, requiring a finer screen and this reduces the amount of water that can be drawn from the aquifer. Also, he said there was not a clay layer.

Sailor said the goal of the testing was to verify that the wells don't interfere with one another and if they do, additional wells will need to be drilled and how far apart they should be. Additional testing, he said, would also assess the water quality. He added that this is still considered a good site for providing uncontaminated water.

Landis/Swartley made a motion to approve and authorize Mayor Leichty to execute the Amendment Agreement with Peerless Midwest, Inc for additional testing needed for a potential new well field just north of Goshen Airport at a cost of \$16,740. Motion passed 5-0.



8) Legal Department request: Approve the easement to Cherry Creek, LLC for drainage on City-owned land at the southeast corner of Regent Street and Waterford Mills Parkway, and authorize the Mayor to execute the grant of easement

Assistant City Attorney Don Shuler asked the Board to approve a Drainage Easement granting an easement to Cherry Creek, LLC on City-owned land at the southeast corner of Regent Street and Waterford Mills Parkway. As part of the City's Economic Development Agreement with Cherry Creek, LLC, **Shuler** said the City agreed to permit construction of a series of retention ponds on City-owned land, including the area described in an easement document attached to the Board's agenda packet.

The easement would grant Cherry Creek, LLC access to the land to complete construction of necessary facilities to permit drainage, while requiring Cherry Creek to maintain any installed facilities. Cherry Creek also would be required to indemnify the City for its entry onto and use of the easement area. **Shuler** added that the exact locations of the stormwater facilities have yet to be determined.

Landis/Swartley made a motion to approve the Easement to Cherry Creek, LLC for drainage on City-owned land at the southeast corner of Regent Street and Waterford Mills Parkway and authorize the Mayor to execute the grant of Easement. Motion passed 5-0.

9) Water & Sewer Office request: Move \$5,516.12 in uncollected finaled accounts from active to collection, sewer liens and write offs for the period through March 26, 2024

Kelly Saenz, Manager of the Goshen City Utilities Office, told the Board that the original amount of unpaid final Water/Sewer accounts, for the period through March 26, 2024, was \$6,699.85. Collection letters were sent out and payments of \$1,183.73 were collected.

The uncollected amount was \$5,516.12. So, **Saenz** asked the Board to move the office's uncollected final accounts from active to Collection, Sewer Liens and Write offs for the period. Of the uncollected amounts, \$4,019.90 came from water accounts and \$1,496.22 from sewer accounts.

Landis/Swartley made a motion to move the Goshen Water and Sewer Office's \$5,516.12 in uncollected finaled accounts for this period from active to Collection, Sewer Liens and Write offs. Motion passed 5-0.

10) Engineering Department request: Approve the closure of College Avenue from Century Drive east to City limits from June 27 through July 2, 2024

City Director of Public Works & Utilities Dustin Sailor told the Board that Niblock Excavating requested permission to close College Avenue, from Century Drive east to the City limits, from June 27 through July 2, 2024.

Sailor said the closure was requested in order to reconstruct the existing roadway following extensive construction traffic from the East College Avenue Development project.

Access will be maintained for residents and businesses within the closure. All appropriate traffic control devices will be utilized. A detour map was provided at the Board meeting.

Landis/Swartley made a motion to approve the closure of College Avenue, from Century Drive east to the City limits, from June 27 through July 2, 2024. Motion passed 5-0.

11) Engineering Department request: Approve NIPSCO's request for a daytime lane restriction on College Avenue in front of Goshen College for one day during the week of June 17, 2024

City Director of Public Works & Utilities Dustin Sailor told the Board that NIPSCO has requested permission to restrict the south lane of College Avenue near Main Street to relocate their gas utility service for the Goshen College Westlawn renovations. The lane restrictions are anticipated to be completed within one day and would be scheduled sometime within the week of June 17, 2024.

Landis/Swartley made a motion to approve NIPSCO's request to perform daytime lane restrictions on College Avenue in front of Goshen College for one day within the week of June 17, 2024. Motion passed 5-0.



12) Engineering Department request: Approve installation of No Parking signs and yellow paint on both sides of Lighthouse Lane west of the driveways at 1935 and 1936 Lighthouse Lane

City Project Inspector Andrew Lund told the Board that the Engineering Department received a request to restrict parking on Lighthouse Lane, off of County Road 19, in The Crossing subdivision. The request was brought to the May 16, 2024 Traffic Commission meeting.

Lund said that in discussion with the requesting resident, who was also in attendance, the main issue was clarified as vehicles parking too close to the entrance to CR 19, making entry and exit difficult. By state statute, vehicles may not park within 30 feet of a stop sign and 20 feet of a crosswalk.

Lund said the Commission voted unanimously with a positive recommendation to install No Parking signs and paint the curb yellow between CR 19 and the first residential driveways on Lighthouse Lane.

In response to a question from **Mayor Leichty**, **Lund** confirmed that the petitioner would be among those impacted by this change. **Lund** also clarified the location of the new signage and paint.

Landis/Swartley made a motion to approve the installation of No Parking signs and yellow paint on both sides of Lighthouse Lane west of the drives at 1935 and 1936 Lighthouse Lane. Motion passed 5-0.

13) Engineering Department request: Deny the request to restrict on-street parking within the Harrison Ridge subdivision

City Project Inspector Andrew Lund said the Engineering Department also received a request to restrict on-street parking within the Harrison Ridge subdivision, due to a concern that emergency vehicles would not be able to navigate the subdivision. **Lund** said Engineering staff assessed the current conditions within the subdivision and determined that an 11-foot wide travel lane was available between parked vehicles.

The request was brought to the May 16, 2024 Traffic Commission meeting. **Lund** said the Commission voted 5-1 to recommend against restricting on-street parking, pending further staff review of subdivision on-street parking policies.

Board member Landis asked if the 11-foot width would exist if a vehicle was parked with a trailer. **Lund** said there could be less than an 11-foot width, but it was likely to still be an adequate space for emergency vehicles.

Landis/Swartley made a motion to deny the request to restrict on-street parking within the Harrison Ridge subdivision. 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 4:41 p.m.

City Superintendent of Parks & Recreation Tanya Heyde announced that tree trimming work on the Pumpkinvine Nature Trail, in advance of the county's paving project, will result in the trail's closure beginning Monday, June 17 and continuing through Wednesday, June 19, from 7:30 a.m. through 3 p.m. The portion closed will be Lincoln Avenue, or State Road 4, to State Road 28.

Directing her comments to a *Goshen News* reporter who was present, **Mayor Leichty** said this was an important announcement she hoped would be publicized. The Mayor said the trail was highly used for commuting. **Heyde** added that the Parks Department would also spread word of the closure.

In response to a question from **Board member Landis**, **Heyde** said the trail will be closed later for the paving work and that will be noted in the department's communication.

Mayor Leichty closed Privilege of the Floor at 4:44 p.m., recessed the meeting of the Board of Public Works and Safety and opened a public hearing to consider a request for reconsideration of a prior unsafe building order for 205/207 Middlebury Street (Ronald E. Davidhizar, property owner).



**CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:
Members: Mayor Leichty, Mike Landis, Orv Myers, Mary Nichols, Barb Swartley**

14) Consider a request for reconsideration of a prior unsafe building order for 205/207 Middlebury Street (Ronald E. Davidhizar, property owner)

At 4:44 p.m., Mayor Leichty convened a hearing to consider a request for reconsideration of a prior unsafe building order (demolition) for 205/207 Middlebury Street (Ronald E. Davidhizar, property owner).

BACKGROUND:

In a June 11, 2024 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that on April 11, 2024, the Board held an unsafe building hearing for the property located at 205/207 Middlebury Street in Goshen.

Shuler wrote that while the Board affirmed the Order of the Building Commissioner finding the structure on the property unsafe and requiring demolition, it specifically permitted the property owner, **Ronald Davidhizar**, to submit a request for reconsideration. Per the Board's Order, said request would include a detailed plan for rehabilitation which needed to be submitted to the Board prior to May 31, 2024.

On May 29, 2024, **Shuler** wrote that **Davidhizar**, via his attorney, submitted a Repair and Remodel Plan for the structures located at 205/207 Middlebury Street. That plan was attached to the Board's meeting packet.

Shuler wrote that the Board should now consider the submitted Repair and Remodel Plan in light of its April 11, 2024 Order.

Shuler also wrote that consideration of the matter did not require a new hearing with additional testimony or evidence, outside the submitted plan. Rather, **Shuler wrote that the Board should determine if it wished to reconsider the ordered action of demolition considering the submitted Repair and Remodel Plan.**

Davidhizar's attorney, John William Davis Jr., submitted a three-page document in which he wrote:

"1. Because the 205 side of the duplex is in relatively good shape, the plan is to put that side of the duplex in rentable shape first and then proceed to rehabilitate the 207 side of the duplex.

"2. However, removal of trash from both sides of the duplex and the garage, sealing modes of access for vermin and securing both buildings will be a first priority. Estimated completion date: June 30, 2024.

"3. The next priority, and actually part of the project of sealing access to the buildings, will be repair of the roofs on the duplex and on the garage. The roof on the duplex presents a special problem because the shape of the roof causes rainwater and snowmelt to converge at a point unless somehow diverted. This problem has resulted in the need to patch the ceiling in the bathroom at 205. The repair of the roof on the duplex will take care of this problem. Estimated completion date: July 31, 2024.

"4. The 205 side of the duplex has wiring for electrical service intact, plumbing fixtures have been installed, and it has a furnace. The next step will be to subscribe for utilities, electric service particularly being necessary for further work. Estimated completion date: August 31, 2024.

"5. In the basement on the 205 side of the duplex, arrangements will be made for a third bedroom; an egress window has already been installed. The joists supporting the first floor will serve as the ceiling for that bedroom. Estimated completion date: August 31, 2024.

"6. Cabinets for the kitchen and bathroom are installed and intact on the 205 side. The penultimate step before renting the 205 side will be cosmetic, painting and touch-up. Estimated completion date: September 30, 2024.

"7. There are already satisfactory linoleum floor coverings in the kitchen and bathroom on the 205 side of the duplex, but the floor in the area of the backdoor on that side of the duplex requires repair, and the final step before renting will be carpeting or otherwise covering the hardwood floors. Estimated completion date: September 30, 2024.

"8. After the 205 side is ready to rent, inside work will commence on the 207 side. (Recall that the repair of the roof covering both sides of the duplex is step 3 above.)



“Some of the wiring on the 207 side is in good shape, but rewiring to complete the system will be the first step in the inside work on the 207 side. The next step will be to subscribe for utilities, particularly electric service. Estimated completion date: November 30, 2024.

“9. At the same time, steps will be taken to modernize the heating system. Estimated completion date: November 30, 2024.

“10. The next priority will be repair of the upstairs bathroom, including the installation of new flooring and floor covering and the replacement of the stool. The existing sink and clawfoot bathtub will remain. Estimated completion date: November 30, 2024.

“11. The plan for the 207 side includes an entirely new kitchen, all new cabinets, new sinks and countertops and niches -- for the stove and refrigerator. Estimated completion date: December 31, 2024.

“12. Also, work will be required to separate the utility room from a downstairs bathroom at the rear of the 207 side. Estimated completion date: December 31, 2024.

“13. Plaster in places will be patched or removed if the inside brick wall can satisfactorily serve as part of the decoration. Estimated completion date: January 31, 2025.

“14. The penultimate step before renting the 207 side will be cosmetic, painting and touch-up. Estimated completion date: February 28, 2025.

“15. The final step before renting the 207 side will be downstairs floor work -reconstruction in some cases and the installation of floor coverings. Estimated completion date: February 28, 2025.”

Davidhizar concluded his Repair and Remodel Plan as follows:

“The estimated completion dates for work that must be performed by contractors and not Ronald E. Davidhizar's own forces are dependent upon the availability of contractors to do the work. Mr. Davidhizar can assure the Board of Works that he will have made a good faith effort to engage contractors to accommodate the foregoing schedule. Clearly, some steps in the foregoing schedule depend upon the completion of other steps.”

DISCUSSION AND OUTCOME OF BOARD OF PUBLIC WORKS & SAFETY HEARING ON JUNE 13, 2024:

At 4:44 p.m., Mayor Leichty opened the hearing to consider a request for reconsideration of a prior unsafe building order for 205/207 Middlebury Street (Ronald E. Davidhizar, property owner).

Present for the hearing were: Board members Leichty, Landis, Myers, Nichols and Swartley; City Attorney Bodie Stegelmann; Assistant City Attorney Don Shuler; City Building Commissioner Myron Grise; Ronald Davidhizar (property owner); and John William “Bill” Davis, an attorney representing Davidhizar.

Assistant City Attorney Don Shuler explained the reason for the hearing, the process for considering the request and the options before the Board at the conclusion of the hearing. Shuler suggested the Board hear from the property owner and his attorney.

John William “Bill” Davis, an attorney representing Davidhizar, said he submitted a request for reconsideration of the demolition order through a Repair and Remodel Plan submitted to the Board. He said the plan called for the complete rehabilitation of the property by February 2025. He invited questions about the plan to Davidhizar.

Davis said he recalled that at the last hearing **Board member Swartley** described the property as a “grand old house” that fit the character of the neighborhood. He said renovating the home would be a benefit to the community.

Davis said Davidhizar’s plan called for renovating the property in two phases – initially 205 and then 207 Middlebury Street. He said that if the Board accepted the plan, it might schedule a review hearing in the middle of October to assess the progress. In the meantime, he said Davidhizar would need building permits to complete the renovation.

Davis invited Davidhizar to answer questions from Board members.

Mayor Leichty asked **Davis** if he was aware that **Davidhizar** made a similar renovation request to the Board in 2015. **Davis** said he was not aware of that.



Mayor Leichty swore in Ronald Davidhizar to provide whole, complete and truthful testimony.

Davidhizar offered to outline each step of his plan, but the **Mayor** said an overview would be sufficient. **Davidhizar** then discussed how he would renovate both sides of the property, including the roof and the removal of debris. He said once 205 Middlebury Street was renovated; he would work on 207 Middlebury Street.

Davidhizar invited questions from Board members.

Board member Landis said the final paragraph of **Davidhizar's** Repair and Remodel Plan referred to work being done by contractors but didn't seem to provide details about timing issues. He asked, for example, why **Davidhizar** asked for nearly seven weeks to repair the roof for work that could be done in a few days. **Board member Landis** also asked for assurances that work would be completed on time and not delayed.

Davidhizar responded that he believes he's included enough time in the schedule to complete the work as outlined in the plan. He said that while the roof was being repaired, other work would take place at the same time.

Mayor Leichty asked how long the house has been vacant. **Davidhizar** said at least 10 years. The **Mayor** said it has been closer to 20. **Davidhizar** responded, "That may be."

Board member Myers asked **Davidhizar** if he had obtained any permits for the work. **Davidhizar** said he tried to do so but was told he could not get any but may be able to get them now. **Board member Myers** said a necessary first step would be obtaining the permits. **Davidhizar** asked if that would be possible. The **Mayor** said that would depend on the decision of the Board today.

Board member Swartley said she wondered why it took the City coming to this point before **Davidhizar** proposed a plan and why not anytime over the past 20 years. She said **Davidhizar's** behaviors in the past would indicate the work won't be done and she asked what assurances **Davidhizar** could offer that repairs would be done this time.

Davidhizar said that he previously had an agreement with the City that he would work on 48 houses, and he completed work on 45 of them. He said he has not completed work on this property because of health reasons, the unavailability of contractors and money. But he said he has sold some houses and has more cash on hand and he can move ahead with this work now.

Davidhizar said he didn't believe money would be a problem now. He also said he wanted to complete work on 205 Middlebury Street and rent it out and that would subsidize the work on 207 Middlebury Street.

Board member Swartley said it appeared from the plan that 205 Middlebury Street would not be ready to be rented until September 2024. **Davidhizar** confirmed that time frame but said he would rent it earlier if it is ready. He also said that work on 207 Middlebury will be taking place while 205 is being renovated.

Board member Landis commented on the proposed time frame. **Board member Swartley** and **Davidhizar** also discussed possible work on a proposed new basement bedroom.

Mayor Leichty thanked Davidhizar for his comments.

At 5:04 p.m., the Board began deliberations on Davidhizar's request.

Mayor Leichty said in preparation for this hearing, she asked the Building Department how long the home has been vacant. She asked **City Building Commissioner Myron Grise** to discuss improvements to the house since

Davidhizar proposed an improvement plan in 2015. She swore him in to give whole, complete and truthful testimony.

Grise said he began work for the City in 2015, just as City staff were involved with the property and received estimates from an outside contractor to make repairs. He said at that time, it was estimated to cost about \$105,000 to make the repairs. He said that was too much money for the City to pay, so the work did not move forward.

Before that, **Grise** said that **Davidhizar** was supposed to repair the home. Since then, he said "zero work" has been done to repair the property. He said the property has gotten worse since then.

In response to questions from the **Mayor**, **Grise** confirmed that there have been past commitments to the Board from **Davidhizar** to improve the property and nothing has happened.

Mayor Leichty invited comments from the **Goshen Police Department** about the impact of vacant houses. She swore in **Officer James Ballard**, the department's Behavioral Health Response Coordinator, to testify truthfully.



Officer Ballard said urban blight increases crime. He said if a house is not cared for, the house is used for illicit activities and it is dangerous for children in the area.

Officer Ballard said there is another home owned by **Davidhizar** he has been dealing with. He said he has called twice to Davidhizar's manager and his calls haven't been returned. He said the home is unsecured and is in a neighborhood with children.

Officer Ballard said that one broken window leads to two and two broken windows leads to four and so on and urban blight is dangerous to neighborhoods. He said that in the neighborhood he just referenced, there were other vacant homes owned by **Davidhizar**.

Mayor Leichty said that when she received **Davidhizar's** Repair and Remodel Plan, she "hoped beyond hope for something substantive that would impress upon me that there was a legitimate intent to improve this property. Given the history of this property, I was somewhat dubious as to whether or not that would be feasible, but I hoped that he would be serious about his intent to make those improvements.

"But what we have here is not an estimate from a contractor. We have conjecture about timelines. There's been no one that's made any commitment as to a timeline or a scope or a cost for this project. So, I find this to be wholly unconvincing that there's legitimate intent to move forward with this project.

"I understand that this is a highly sentimental property for Mr. Davidhizar and that he would prefer that it remain in stasis, but that is not our responsibility. Our responsibility is to the community and to ensure that we are not allowing blight to detrimentally impact this neighborhood.

"And for 20 years, this house has been vacant and not contributing in a positive way and there have been decades worth of efforts made to convince Mr. Davidhizar of the importance of remedying that problem. And I do not see here before us convincing materials that indicate that he actually has a contractor lined up or even a quote on this project. Given that, I find it difficult to approve what he has presented to us today. That is where I stand."

Mayor Leichty welcomed feedback from other Board members.

Davidhizar's attorney, William "Bill" Davis, said there was testimony he was unable to respond to and asked if he could do so. **Mayor Leichty** said that after Board members concluded their discussion, Davis would be invited back to comment.

Davis said he thought he would be allowed to respond to testimony now. The **Mayor** said **Davis** had been given adequate time to respond to the questions that had been presented.

Davis said the **Mayor** called witnesses he didn't know would be testifying today. He said **Assistant City Attorney Shuler** said there would not be testimony today. **Mayor Leichty** said that given the circumstances, **Davis** could now respond because the City wanted to be fair.

Davidhizar said the Board had been left with "a slightly erroneous impression of what's happening here." Although **Davidhizar** said there was police testimony that vacant houses are blight, he said the property at 205 and 207 Middlebury Street has not been a blight. Taxes have been paid and the lawn mowed, he said, and there has been exterior painting.

Davidhizar said there was also testimony that were adjacent houses that were vacant and a blight to the neighborhood, but that was not the case for the Middlebury Street property. He also said the home has not had squatters and he has boarded up broken windows. He also said he has hauled away trash and is prepared to have the roof fixed by a local contractor.

Davidhizar said the home has not been neglected and he had a basement egress window installed a few years ago and a chimney was taken down. He said he has maintained the home and plans to haul away trash. Despite labor shortages, **Davidhizar** said he still wants to renovate the home and has hired some new workers.

Davidhizar also said the work would be further along if he had been granted permits from the City.



At 5:15 p.m., **Mayor Leichty** responded, "I have a very different understanding of the impact of vacant houses. Vacant houses are blight. Trash and tires in the yard is blight. A house that is uninhabitable is blight. This house is blight. We've had decades to improve this property with no progress."

Mayor Leichty welcomed further comments or feedback from the Board.

Board member Nichols said she endorsed the Mayor's comments and completely agreed with her.

Board member Landis said he agreed with the Mayor's initial assessment when she first reviewed Davidhizar's improvement proposal. He said his reaction was that it was a rather general plan that left a lot of leeway without many particulars. He said when he made the motion on April 11 to approve the demolition order, but allowed **Davidhizar** to propose an improvement plan, he was hoping the Board would get a detailed plan.

Mayor Leichty agreed and said that if **Davidhizar** was serious, she would have expected him to engage a contractor to provide a quote for a plan to renovate the property to end the threat of demolition. She added, "Mr. Davidhizar has the resources to provide a quote for such a project. Why that did not happen, I cannot say. But it has not happened. We have given generous amounts of time."

Board member Landis said **Davidhizar** testified that finances were an issue. The **Mayor** responded there also was testimony that resources were not an issue. **Board member Landis** said resources should not be an issue given the many properties that Davidhizar owns. Still, he added that this wasn't an issue for the Board to settle.

Given the threat of demolition, **Board member Landis** and **Mayor Leichty** said **Davidhizar** should have taken more serious action in response and made a more detailed proposal.

Board member Swartley said historically these cases have gone on and on. She said perhaps **Davidhizar** was expecting things to go on as they have for many years. She said she wanted to go on record as saying she didn't want the house to be torn down, but there must be a guarantee, perhaps through monthly inspections.

Board member Swartley said **Davidhizar's** plan was confusing and hard to read. She asked why **Davidhizar** installed a basement egress window instead of repairing the roof, adding, "I just doesn't make sense." She said she didn't know what the next steps should be.

Board member Landis said when a new house is built, the City asks the contractor to put in trees and a sidewalk. If they cannot do so because of winter weather, they are required to post a bond for the cost of those improvements in order to receive an occupancy permit. He asked if the City could force similar action in this kind of case.

Board member Landis added that the City wasn't in the business of randomly getting rid of houses but does want serious issues addressed. So, he asked about the Board's options.

City Attorney Bodie Stegelmann said that from a statutory or procedural posture, there is a pending demolition order that has been appealed to the Court of Appeals. Before the Board now, he said, was a motion to reconsider that order. He said one possibility would be to allow the work on the condition that Davidhizar post a bond.

Board member Landis asked the amount of the bond, noting that in 2015 the work was estimated to cost \$105,000. He asked if a \$200,000 bond would be possible.

City Attorney Stegelmann said the \$105,000 figure was the only amount he recalled.

Mayor Leichty said she assumed today was the day to make that determination – "not in another month, not in another 10 years."

Board member Nichols said "no one wants to tear down this house ... but the middle ground was the last 10 years. That was the compromise and there's been nothing done."

Board member Landis said the Board's simplest response would be to deny reconsideration of the Board's demolition order. **City Attorney Stegelmann** said that was correct.

Board member Landis said the Board would be letting it's action stand because **Davidhizar's** plan was inadequate.

Mayor Leichty said she found the plan to be inadequate, adding that it was also personally disappointing, "but my disappointment is irrelevant to this matter."



Board member Swartley said she lives in a neighborhood, which when she moved in about 20 years ago, there were three houses owned by **Davidhizar**. She said one of them was sold and renovated beautifully and it is still a beautiful home that all can be proud of and helps maintain the value of her property and keeps the neighborhood safer and more secure.

Board member Swartley said another of **Davidhizar**'s homes in the neighborhood has remained vacant for 20 years and its doors often stand open. The third home, she said, has sometimes been occupied, but has also had to be renovated after periods of being vacant and left open. She said both of these homes have been sustained damage and have lost value and are a blight to the neighborhood.

Board member Swartley added, "I don't understand why you would own a house, like the one (at 205-207 Middlebury Street) next to the one you live in and let it sit empty for 20 years, let trash accumulate in it, (and) let the roof leak. I don't get that ... I don't understand why you just can't get to work on this house next to you and get it done ... and get it fixed. Why does it sit empty for 20- years or more."

Davidhizar responded that he sought permits at the City Building Department and was denied. He began to explain about the roof, when he was interrupted by **Mayor Leichty** who said, "Mr. **Davidhizar**, respectfully, that has happened a couple of weeks ago. You asked after the demolition order was issued, for a building permit."

Davidhizar said he request permits before the demolition order. **Mayor** disagreed and said **Davidhizar** asked for them after the demolition order was issued. She and **Davidhizar** further discussed the permits issue.

Mayor Leichty then said, "You had 20 years. You asked for the permits a few weeks ago." **Davidhizar** responded, "It wasn't like this for 20 years." The **Mayor** said, "I know. Under your care, or lack of care, it has deteriorated to the point it is uninhabitable. A beautiful house has crumbled.

"With ownership of more properties comes more and more responsibility. You are personally responsible for this property. You have not exercised good judgment or care for this property or the neighborhood in which it resides. You're a good person. You have a good heart, but you have not adequately taken care of this property and because of that, it is uninhabitable. That's an abdication of responsibility."

Davidhizar said, "And that is certainly not my intent."

Mayor Leichty said, "I understand that, but the more properties you acquire, the more responsibility you assume."

Davidhizar asked if the Mayor was aware he has been selling quite a few of his homes recently. The **Mayor** responded, "This should probably be on that list."

Davidhizar said, "This is a house that I have always liked. Quite frankly, it was the first house I ever bought." **Mayor Leichty** said, "Sir, you had every opportunity to save this house and preserve it yourself."

Davidhizar said, "And that is what I'm wanting to do." **Mayor Leichty** said, "You did not come to this Board with an adequate presentation to make that come to fruition."

Davidhizar asked if the Mayor wanted to have a building inspector visit the property every 60 days to make sure the work was progressing. The **Mayor** said, "No sir. At this point, in my opinion, that is not the best use of City resources. I expect you as a property owner to be responsible and accountable for the things that you say you're going to do. I expect you to be a man of your word."

In that case, **Davidhizar** said the building inspector could visit every 30 days to ensure he was fulfilling his word.

Mayor Leichty said, "Mr. **Davidhizar**, we have waited patiently for almost 20 years. Today is the last day."

Davidhizar said "I don't really want to go to court and have a big fuss and spend a lot of money and expect the City to spend a lot of money. I would rather just have this accepted. We'll move forward. If I'm not doing what I say I'm doing or what I'm going to do, then maybe your opinion is justified."

Mayor Leichty thanked Davidhizar for his comments.

Mayor Leichty/Board member Landis then made a motion to deny the request to continue, thus affirming the previously issued demolition order. The motion passed 5-0.



At 5:32 p.m., Mayor Leichty adjourned the hearing and reopened the meeting of the Board of Public Works and Safety.

Approval of Civil City and Utility Claims

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

Adjournment

Mayor Leichty adjourned the Board of Public Works and Safety meeting at 5:32 p.m.

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 LEGAL DEPARTMENT

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

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

June 27, 2024

To: Board of Public Works and Safety
From: Brandy Toms, Paralegal
Subject: Open sealed bids for purchase of 2024 or newer street sweeper.

On behalf of the Goshen Street Department and the Fleet Manager, the City solicited sealed bids for a 2024 or newer street sweeper in accordance with Indiana Code § 5-22-8-3. Bids were due today at 3:45pm. Legal asks that the Board of Public Works & Safety open any and all sealed bids submitted for consideration and return all bid packages to Legal for review.

Suggested Motion:

Move to forward all bids received for a 2024 or newer street sweeper be given to the Legal Department for review.

College Farm Neighborhood

June 6, 2024

To: Goshen Board of Public Works

From: Craig Yoder – College Farm Neighborhood

Re: College Farm Neighborhood Block Party

Date: August 3, 2024

The College Farm Neighborhood, consisting of the area South of College Avenue from 12th Street to 15th Street, is requesting permission to hold a Neighborhood Block Party on the 1800 block of South 13th Street between Mervin Avenue and Leroy Street on Saturday August 3, 2024, from 6:30 to 9:00 PM. The College Farm Neighborhood Committee requests this one block be closed during this time.

We would appreciate having the barricades dropped off at 13th Street and Leroy Avenue and at 13th Street and Mervin Avenue.

If our area police officer would be available to stop by the party, we would like to introduce the officer to the residents. Having our police officer representative attend the block party has been helpful for our residents to be able to ask questions and/or express thanks for their efforts on behalf of the neighborhood.

Thank you for considering this request.

Craig Yoder – Committee Member

1905 S. 15th Street Goshen, IN 46526

cnyoder71@gmail.com

Cell Phone # 574-536-9090



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Public Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: June 27, 2024
Subject: Cobblestone Pickleball Tournament request in City parking lot

On June 21, 2024, the Clerk-Treasurer's Office received the following email:

Hello, My name is Thavisak (Tavi) Mounsithiraj, I am an owner and operator of the Goshen Soccer Academy. Last year we received permission from the City to stage a pickleball tournament in the parking lot by Goshen Brewing Co. With the blessing of the City in 2023, the tournament was successful and we are hoping to attract even more participants to downtown in this year's edition of the Cobblestone Pickleball Challenge.

We are again seeking the approval of the Board of Works & Safety for the partial closure of the City parking lot on West Washington Street, north of Goshen Brewing Company, on Friday August 23 through Saturday, August 24, 2024. We would like to close and use a portion of the parking lot starting at 8 a.m. on Aug. 23 and continuing until 8:00 p.m. on Saturday, Aug. 24.

Pickleball is a sport that is a combination of tennis, badminton and ping pong and it is one of the fastest growing sports in the country. The reason we are hosting this event on the cobblestone parking lot is because we want this to be the toughest pickleball tournament in the country.

Blessings,

Tavi Mounsithiraj

Suggested Motion: Move to allow Goshen Soccer Academy to close the center portions of the West Washington Street parking lot to stage a pickleball academy from 8 a.m. August 23, 2024 through 8 p.m. August 24, 2023.



324 S 5th St. Goshen, IN 46528
amanda@eyedart.com
(574) 203-2034 ext. 6

Board of Works Request
Jun 19, 2024

Downtown Goshen Inc. is requesting the use of two parking spaces in front of Elephant Bar for the over-the-weekend parking of the beer trailer.

1. What parking spaces/streets do you want to close/use?
2 parking spaces in front of Elephant Bar (227 S Main)
2. Why do you want to close them? What activities will take place?
First Fridays activities, specifically:
Weekend parking of the beer trailer that will be used in the beer garden.
3. When do you want to start the closure, and when will the closure end?
 - Friday Jul 5, 2024 from 1 pm to 11 am on Monday Jul 8, 2024
 - Friday Aug 2, 2024 from 1 pm to 11 am on Monday Aug 5, 2024
 - Friday Sep 6, 2024 from 1 pm to 11 am on Monday Sep 9, 2024
4. Are there any affected businesses, and are they supportive of your request to close the parking spaces?
Elephant Bar has given specific permission for these spaces to be closed. They are sponsoring the beer garden and are prepared for the trailer to remain parked there on these dates.
5. Do you require any barricades from the Street Department to accomplish the closure of your event?
No barricades - signage only.

Thank you for your consideration.

Amanda Rose
Director of First Fridays
Eyedart Creative Studios

First Fridays 2024 City Needs

Event Title	Street Closures and City Needs
<p>January Fire & Ice Festival Friday, January 5, 2024 5 - 9 p.m.</p>	<p>East Washington between the alley and Main from noon to 11 pm. 2 parking spots in front 117 East Washington from noon to 11 pm. First 4 parking spots on East Washington (north side of street) from 8 am to noon for unloading of ice blocks. Trash trailer behind Electric Brew. 2 police officers from 5:30 pm to 9:30 pm. 2 sanitation crew from 6 to 9 pm. Access to alley between Constant Spring & Fables.</p>
<p>April Arts Tour Friday, April 5, 2024 5 - 8 p.m.</p>	<p>4 spots in front of Goshen Theater from 1 pm - 8 pm.</p>
<p>May Green Day Celebration Friday, May 3, 2024, 5 - 9 p.m.</p>	<p>Main Street between Clinton and Lincoln and Main Street from Lincoln to Washington from noon to 11 pm. 2 police officers from 6 to 10 pm. 2 sanitation crew from 6 to 9 pm. Access to alley across from the courthouse (and closed with barricades) from noon to 11 pm). Additional request for parking spaces for trailers to follow. Access to Parks Dept gator.</p>
<p>June Wheels and Deals Friday, June 7, 2024 5 - 9:30 p.m.</p>	<p>Main Street from the alleyway half block north of Jefferson to Lincoln from 1 to 11 pm and East Washington from the alley to Main from 8 am to 11 pm. Orange fencing (pending DORA approval) around Main from Jefferson past the intersection of Washington. Orange fencing from the alley of East Washington to the intersection of West Washington and Main with entrances on the south and north sides of Main Street (please see map). Trash trailer behind Electric Brew with trash cans. 2 police officers from 6:00 to 10:00 pm. 2 sanitation crew from 6 to 9 pm. Access to the alley between Constant Spring & Fables and access to Alley next to Goshen Theater.</p>
<p>July Great Goshen Car Show Friday, July 5, 2024 5 - 9 p.m.</p>	<p>Main Street from Clinton to Lincoln, Main Street from Lincoln to Jefferson, and East Washington from 5th to Main from 1 to 11 pm. Orange fencing from Jefferson to the middle of the half block (see map, Amanda will help direct where it should end). Trash trailer behind Electric Brew with trash cans. 4 police officers from 6 to 10 pm. 2 sanitation crew from 6 to 9 pm. Access to the alley between Constant Spring & Fables. Access to Parks Dept gator. Two parking spots in front of Elephant Bar until 11 am on Monday (the beer trailer will remain parked there).</p>
<p>August Picklefest August 2, 2024 5 - 9 p.m.</p>	<p>Main Street from Jefferson to Washington from 8 am to 11 pm. Main Street from Washington to Lincoln and East Washington from the alley to Main from 1 to 11 pm. Orange fencing from Jefferson to the middle of the half block (see map, Amanda will help direct where it should end). Trash trailer behind Electric Brew. 2 police officers from 6 to 10 pm. 2 sanitation crew from 6 to 9 pm. Access to the alley between Constant Spring & Fables. Access to Parks Dept gator. Two parking spots in front of Elephant Bar until 11 am on Monday (the beer trailer will remain parked there).</p>
<p>September Savor Summer Showcase Friday, September 6, 2024 5 - 9 p.m.</p>	<p>Main Street from Jefferson to Lincoln and West Washington from the alley to Main from 1 to 11 pm. Orange fencing from Jefferson to the middle of the half block (see map, Amanda will help direct where it should end). Trash trailer behind Electric Brew with trash cans. 2 police officers from 6 pm to 10 pm. 2 sanitation crew from 6 to 9 pm. Access to the alley between Constant Spring & Fables. Access to Parks Dept gator. Two parking spots in front of Elephant Bar until 11 am on Monday (the beer trailer will remain parked there).</p>
<p>October Goshen Gives Back Friday, October 4, 2024 5 - 9 p.m.</p>	<p>4 spots in front of Goshen Theater from 1 pm - 8 pm.</p>
<p>November Goshen Light Parade Friday, November 1, 2024 5 - 9 p.m.</p>	<p>East Washington from the alley to Main from 1 to 11 pm. Jefferson from 6th to 5th and 5th from Madison to Jefferson from 1 to 11 pm (please leave Jefferson and 5th intersection OPEN until parade route closure so that cars can turn west on Jefferson). Parade route - 5th and Jefferson west to Main - north on Main to Clinton - east on Clinton to 5th - south on 5th to Jefferson. No parking along the parade route from 4 to 9 pm. The parade route closes at 5:45 pm. We will need the street department, police, and fire to help with traffic control and street reopening. 4 police from 5:30 - 9:30 pm. 2 sanitation crew from 6 - 9 pm. Trash trailer behind Electric Brew with trash cans.</p>
<p>December Hometown Holiday Friday, December 6, 2024 5 - 9 p.m.</p>	<p>West Washington from the alley to Main from 1 to 11 pm. Orange fencing (pending DORA approval) around entire area. Trash trailer behind Electric Brew with trash cans. 2 police officers from 5:30 pm to 9:30 pm. 2 sanitation crew from 6 to 9 pm. Access to the alley between Constant Spring & Fables.</p>



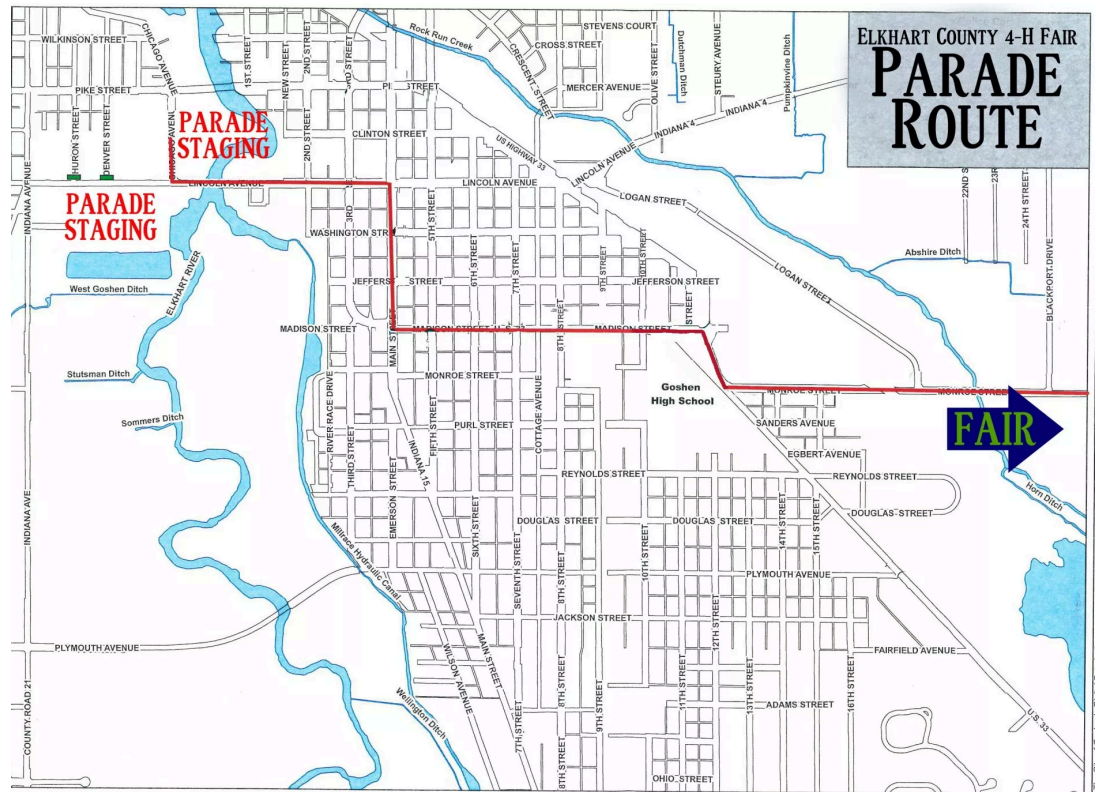
BOARD OF PUBLIC WORKS AND SAFETY

REQUEST TO APPROVE THE 2024 ELKHART COUNTY 4-H FAIR PARADE STAGING AND STREET CLOSINGS

On behalf of The Elkhart County 4H Fair Board and Goshen Noon Kiwanis Club, Boyd Smith is requesting Board approval to stage the 2024 Elkhart County 4H Fair Parade, along with traditional support services from the City. The parade is scheduled for July 21st, 2024 with no changes to the traditional route.

We request the Board to have the Goshen Police Department close streets as they see appropriate for the staging and running of the parade. We also request assistance from the Goshen Street Department with barricades and trash pickup. We're very appreciative that the city has provided these services for over 20 years.

The staging areas will be Linway Plaza, Kroger Plaza and Rogers Park. Parade registration begins at 10:30 AM and the parade will step off promptly at 1:30 PM; some units will arrive as early as 9:00 AM, prior to registration.



If you have any questions or instructions, please contact the Parade Director, Boyd Smith, at (574) 202-0362 or bsmith@tkimail.com

Additional details can be found at <https://www.4hfair.org/Parade>

Thank you

Boyd Smith, Parade Director



CITY OF GOSHEN LEGAL DEPARTMENT

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

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www.goshenindiana.org

June 27, 2024

To: Board of Public Works and Safety
From: Brandy L. Toms
Subject: Award Bid for Purchase of 2024 skid steer and Purchase Agreement with Bobcat of Michiana

The City solicited sealed bids for the purchase of 2024 or newer skid steer for the Water & Sewer Department. The bid tabulation is as follows:

Bidder	Purchase price	Trade-in Value Bobcat 763	Trade-in Value Melroe Soil Conditioner	Total Bid Purchase Price
Bobcat of Michiana	\$66,336.88	\$6,000.00	500.00	\$59,836.88

It is recommended that Bobcat of Michiana be awarded the bid, and the Board authorize Mayor Leichty to execute the attached purchase agreement in the total cost of \$59,836.88.

Suggested Motion:

Move to award the bid for the purchase of 2024 skid steer to Bobcat of Michiana as the lowest 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 \$59,836.88.

PURCHASE AGREEMENT FOR SKID STEER

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 33 West, Elkhart, IN 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 Bobcat, Model 763, Serial # 512219088 and/or a Melroe 72 inch, Serial #925100422, 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 ninety (90) calendar days from the effective date of this agreement.
- (B) The Supplies shall be delivered FOB Destination to the following address:
City of Goshen Water & Sewer Department
c/o Central Garage
320 Steury Avenue
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 \$59,836.88. This compensation is based on a purchase price of \$66,336.88 for the Supplies and a trade in allowance of \$ 6,500.00.
- (B) The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen Street Department
Attention: David Gibbs, Street Commissioner
475 Steury Avenue
Goshen, IN 46528
- (C) 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.
- (D) 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 two (2) years or 2,000 hours 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.
- (C) 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.
- (D) 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.
- (D) 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
Board of Public Works and Safety

Bobcat of Michiana

Gina Leichty, Mayor

Bob Tidey, Sales Specialist

Date

Date

DETAILED SPECIFICATIONS

2024 Skid Steer

Engine:	Yes	No
4 Cylinder Turbo Charge Diesel		
Tier 4 EPA Compliant		
74HP Minimum		
Performance:		
2900lb Operating Capacity		
Minimum Operating Weight 8600LBS		
Tipping Load Minimum 5800LBS		
Bucket Breakout Force Minimum 5850LBS		
Power Bob-tach		
Lift Path Vertical		
2 Speed Travel Minimum 6/11 MPH		
Ride Control		
Tires:12-16.5 Heavy Duty		
80 Inch Bucket W/Bolt On Cutting Edge		
Controls:		
Dual Joy Stick Controls		
Switchable		
Aux Hydraulics: Thumb Proportional W/Continuous Flow Selector		
Interior:		
Enclosed HVAC Cab		
Radio		
Adjustable Heated Suspension Seat		
5 Inch Information Display		
Information to Include: Temperature, Fuel, RPM, Hour Meter, Service Intervals And Warning Indicators		
Back-Up Camera		
Hydraulics:		
Hydraulic System Pressure 3500PSI		
Hydraulic Standard Flow 23.3 Gal/Min		
Hydraulic High Flow 30.3 Gal/Min		
Pump Capacity Min. 23 Gal/Min		
Dimensions:		
Maximum Length W/Out Attachment 114 Inches		
Maximum Width 72 Inches		
Maximum Height 82 Inches		
Minimum Bucket Dumping Height 10'		
Safety:		
Horn		
Roll Over Protective Structure (ROPS) Meets SAE-J1040 and ISO 3471		
Falling Object Protective Structure (FOPS) Meets SAE-J1040 and ISO 3449		
Back-up Alarm Minimum 102DB		

Back-up Camera		
Warranty:		
2 Years or 2000 Hrs whichever Occurs First		
Misc:		
1st PM Done By Dealer (50Hrs) Parts and Labor Included		
Parts Manual (Electronic Version Acceptable)		
Service Manual (Electronic Version Acceptable)		

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Quotation Number: **BT589049**
 Quote Sent Date: **Jun 13, 2024**
 Expiration Date: **Jul 13, 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

Item Name	Item Number	Quantity	Price Each	Total
S76 T4 Bobcat Skid Steer Loader	M0369	1	66,776.00	66,776.00
Standard Equipment:				
74.0 HP Tier 4 V2 Bobcat Engine			Instrumentation: Standard 5" Display (Rear Camera Ready), Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts.	
Auxiliary Hydraulics: Variable Flow			Lift Arm Support	
Backup Alarm			Lift Path: Vertical	
Bob-Tach			Lights, Front and Rear LED	
Bobcat Interlock Control System (BICS)			Operator Cab	
Controls: Hand and Foot (Manual)			Includes: Adjustable Vinyl Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt	
Cylinder Cushioning - Lift, Tilt			Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471	
Engine/Hydraulic Performance De-rate Protection			Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts)	
Glow Plugs (Automatically Activated)			Parking Brake: Wedge Brake System	
Horn			Tires: 12-16.5, 12PR, Bobcat Heavy Duty	
			Two Speed Travel	
			Telematics - Machine IQ 2-year Basics	
			Warranty: 2 years, or 2000 hours whichever occurs first	
Comfort Package	M0369-P11-C07	1	10,673.00	10,673.00
<i>Included:</i> Comfort Package Includes:, Enclosed HVAC Cab, Radio, Adjustable Heated Cloth Air Ride Seat, Power Bob-Tach, 5" Display, Premium LED Lights, Keyless Start, Two-Speed Travel, 7-Pin Attachment Control, Dual Direction Bucket Positioning, Rear Camera, Sound Reduction, Automatic Ride Control				
High-Flow Hydraulics	M0369-R03-C03	1	2,776.00	2,776.00
Selectable Joystick Controls	M0369-R01-C04	1	871.00	871.00
Severe Duty Tires	M0369-R09-C04	1	515.00	515.00
Total for S76 T4 Bobcat Skid Steer Loader				81,611.00
80" Severe Duty Bucket	7326129	1	2,681.00	2,681.00
Bolt-On Cutting Edge, 80"	6718008	1	326.88	326.88

Total for 80" Severe Duty Bucket	3,007.88
Quote Total - USD	84,618.88
Dealer P.D.I.	200.00
Freight Charges	1,325.00
Destination Charges	152.00
Dealer Assembly Charges	65.00
Charges	
<i>Parts And Service Manuals</i>	276.00
<i>1st PM Service Done By Dealere</i>	200.00
Discount	
<i>Municipal Discount</i>	-20,500.00
<i>S-763 Trade</i>	-6,000.00
<i>Melroe Soil Conditioner Trade In</i>	-500.00
Sales total before Taxes	59,836.88
Taxes	0.00
Quote Total - USD	59,836.88

Customer acceptance:

Quotation Number:: **BT589049**

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____ Tax Exempt: Y / N



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

June 27, 2024

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Grant Agreement with Indiana Criminal Justice Institute for SoToxa Instrument Program

Attached for the Board's approval and authorization for Chief Jose Miller to execute is a Grant Agreement with the Indiana Criminal Justice Institute (ICJI) for the SoToxa Instrument Program.

The ICJI has purchased SoToxa Oral Fluid Testing Instruments with federal and state funds. Under this agreement that is effective through September 30, 2026, ICJI will provide the Goshen Police Department a minimum of one instrument and the test cartridges to conduct roadside screening tests to assist with the enforcement of impaired driving violations. There is no cost to the GPD for the instruments or test cartridges, but the GPD must ensure that at least one staff member receives training from the ICJI on the proper use and care of the instruments and the administration of tests in order to train other officers. The GPD must also complete monthly electronic reporting to the ICJI.

Suggested Motion:

Approve and authorize Chief Jose Miller to execute the Grant Agreement with the Indiana Criminal Justice Institute for the SoToxa Instrument Program.

**GRANT AGREEMENT
SOTOXA™ INSTRUMENT PROGRAM**

CONTRACT #0000000000000000000084111

This Grant Agreement (this “Grant Agreement” or “Agreement”), entered into by and between the **Indiana Criminal Justice Institute** (the “State” or “ICJI”) and the **Goshen Police Department** (the “Grantee”), is executed pursuant to the terms and conditions set forth herein.

WHEREAS, ICJI purchased SoToxa™ Oral Fluid Testing Instruments (“Instrument” or “Instruments”) using federal and state funds; and

WHEREAS, the Grantee seeks to function as a Traffic Safety Partner for the reduction of impaired driving incidents; and

WHEREAS, the Grantee seeks to obtain use of the Instruments from ICJI; and

WHEREAS, the Grantee agrees to be responsible for the field use and administration of the Instruments; and

WHEREAS, ICJI will not seek monetary reimbursement from the Grantee for the Instruments;

THEREFORE, in consideration of the mutually understandings and covenants set forth herein, the Parties agree as follows:

I. ICJI’S RESPONSIBILITIES

1. ICJI will purchase the Instruments utilizing federal and state funds.
2. ICJI agrees to provide the Grantee with a minimum of one (1) Instrument under this Agreement. The Instrument shall be used for conducting roadside oral fluid screening tests to assist with the enforcement of impaired driving violations in Indiana, and the detection and apprehension of impaired drivers.
3. The Parties acknowledge and agree that once the Grantee has received at least one (1) Instrument under this Agreement, the Grantee may request additional Instruments from ICJI.
4. ICJI acknowledges that it will not be reimbursed for the Instruments by the Grantee.
5. ICJI agrees to provide the Grantee with oral fluid test cartridges upon delivery of the Instrument.
6. ICJI will inventory and review the condition of the Instrument when conducting site visits, as specified in Paragraph 8: Monitoring Requirements of this Agreement.
7. ICJI will not provide reimbursement to the Grantee for personnel costs under this Agreement.
8. Monitoring Requirements. ICJI is responsible for verifying the existence of the Instruments that are received by and under the care, custody, or control of the Grantee. When verifying the existence of the Instruments under the care, custody, or control of the Grantee, ICJI shall verify the storage and condition of the Instruments for any repairs or replacement that may be required. During the term of

this Agreement, ICJI is also responsible for monitoring the monthly data downloads and reports filed by the Grantee regarding each Instrument test administered.

II. GRANTEE'S RESPONSIBILITIES

1. The Grantee will be provided a minimum of one (1) Instrument- by ICJI under the term of this Agreement.
2. The Grantee agrees that the Instrument, the contents within each SoToxa™ case, and test cartridges for the Instrument belong to the State of Indiana and shall not be sold, disposed of, or relocated without the express written consent of the State of Indiana.
3. The Grantee shall not be required to reimburse ICJI for the Instruments or oral fluid test cartridges provided under this Agreement, or for the maintenance costs of the Instruments.
4. The Grantee acknowledges that ICJI will not provide reimbursement to the Grantee for personnel costs under this Agreement.
5. The Grantee shall be responsible for the completion of electronic reporting for each Instrument. The Grantee shall ensure ICJI receives the reporting on a monthly basis. Failure to provide monthly data for the Instrument(s) may result in the removal of the Instrument(s) and termination of this Agreement at the sole discretion of ICJI.
6. The Grantee shall be responsible for the reasonable care and daily maintenance of the Instrument, including initiating a quality control check at a minimum prior to the use of the Instrument in a 24-hour period. The Grantee agrees to notify ICJI within one (1) business day of the occurrence of any damage to or loss of the Instrument.
7. The Grantee shall be responsible for assuring each Instrument is returned for maintenance at the request of ICJI to ICJI, via hand delivery or utilization of the shipping label provided to the Grantee by ICJI.
8. The Grantee shall be responsible for the use and rotation of test cartridges to prevent expiration of test cartridges prior to use.
9. The Grantee shall be responsible for ensuring a minimum of one (1) staff member attends and receives training from ICJI regarding the proper use and care of the Instrument and the administration of tests in order to train additional officers within the Grantee's agency. The Grantee agrees to adhere to all training documents and shall ensure that officers complete SoToxa™ training and pass the online SoToxa™ quiz provided by ICJI in order to be qualified as a test operator.
10. The Grantee may terminate this Grant Agreement at any time by giving at least 15 days written notice.
11. The Grantee agrees and understands that upon expiration or termination of this Agreement, all Instruments and/or equipment received pursuant to this Agreement shall be returned to the State.

III. GENERAL PROVISIONS

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to provide Instruments, purchased using federal and state funds, to the Grantee. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 9-27-2-11, Indiana Code § 5-2-6-3, and Indiana Code § 9-27-2-2

establishing the authority to make this Grant, as well as any rules adopted thereunder. The Instruments received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Instruments and that the information set forth in its Grant Application is true, complete, and accurate. The Grantee expressly agrees to promptly return all Instruments and/or equipment under this Grant Agreement should it be determined either that it was ineligible to receive them, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term “principal” for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State monthly data downloads/progress reports until the completion of the Project. These downloads/reports shall be submitted on a **monthly** basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on **October 1, 2023** and shall remain in effect through **September 30, 2026**. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding. [Omitted, not applicable.]

6. Payment of Claims. [Omitted, not applicable.]

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to three (3) years after it expires or is otherwise terminated. See ICJI’s Responsibilities, Paragraph 8: Monitoring Requirements. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in the Grant Application and the terms and conditions of the Grant Agreement;
- B. **[Omitted, not applicable.]**
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall

performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

A. The Grantee shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a “subrecipient” of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit A** (Guidelines for Non-governmental Entities).

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission or visit the Inspector General’s website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending, or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid

dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1) The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC § 24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

H. The Grantee agrees to comply with all applicable Federal statutes, regulations, and directives effective during the periods for which it receives federal funding, including, but not limited to, those found in **Exhibit B**, attached hereto, and incorporated by reference.

I. The Grantee further agrees to comply with all applicable Federal statutes, regulations, and directives effective during the periods for which it receives federal funding. Applicable provisions include, but are not limited to, the following:

(1) 23 U.S.C. Chapter 4-Highway Safety Act of 1966, as amended;

(2) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;

(3) 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs;

(4) 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Awards; and

(5) 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

J. The Grantee certifies that the funding provided by State through this Contract will not be used to further any type of political or voter activity. Grantee further agrees to comply with applicable provisions of the Hatch Act (5 U.S.C. §§ 1501 - 1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

K. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, Grantee hereby certifies:

- (1). No federally appointed funds have been paid, or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal Grant, the making of any federal Grant, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative Contract.
- (2). If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying." If Grantee is required to submit Standard Form-LLL, the form and instructions for preparation of the form may be obtained from the State.
- (3). Grantee shall require that the language of this certification be included in the award document for subawards at all tiers (including sub grants, grants under grants, loans, and cooperative Contracts) and that all sub-recipients shall certify and disclose accordingly.
- (4). The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this Contract and any transactions with the State. Submission of this certification is a prerequisite for making or entering into any transaction as imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (5). None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary

State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

L. The Grantee agrees to comply with the provisions of the Buy America Act (49 U.S.C. 5323 (j)) which contains the following requirements:

- (1). Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project Contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

M. Prohibition on Using Grant Funds to Check for Helmet Usage. The Grantee will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or create checkpoints that specifically target motorcyclists.

N. Federal Certification Regarding Debarment and Suspension. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals have not within a three (3) year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in obtaining, attempting to obtain, or performing a public (federal state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of record, making false statements, or receiving stolen property; has not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

- (1). By signing and submitting this Contract, the Grantee is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- (2). The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3). The Grantee shall provide immediate written notice to the person to which this proposal is submitted if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4). The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.
- (5). The Grantee agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (6). The Grantee further agrees by submitting this proposal that it will include the clause title “Instructions for Lower Tier Participation Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- (7). A Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction this is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Grantee is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- (8). Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9). Except for transactions authorized under paragraph E of these instructions, if a Grantee knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4., suspended, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.
- (10). Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
 - a) The Grantee certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
 - b) Where the Grantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

O. The Grantee will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Associate of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j)).

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency, or political subdivision of the State. The term “principal” for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subgrantees or subrecipients receiving funds under this Grant Agreement and shall be solely responsible for any recoulements or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subgrantee or subrecipient becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; (5) making it a requirement that each employee engaged in the performance of the contract be given a copy of the statement required by subparagraph (A); and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used, or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including

reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The Grantee will comply with all federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- F. The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally-funded or not);
- G. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- H. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- I. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).
- J. During the performance of this Contract, the Grantee agrees—
 1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;

3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT, or NHTSA;
4. That, in event a Grantee/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Grantee/funding recipient under the contract until the Grantee/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 4, in every subcontract and in every solicitation for a subcontract that receives Federal funds under this program.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Indiana Criminal Justice Institute
Attn: Courtney Summers, Grant Manager
402 W. Washington Street, Room W469
Indianapolis, IN 46204
E-mail: cosummers@cji.in.gov

B. Notices to the Grantee shall be sent to:

Goshen Police Department
Attn: José Miller, Chief of Police
111 E. Jefferson St.
Goshen, IN 46528
E-mail: josemiller@goshencity.com

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 26, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Contractor acknowledges that the State will not treat this Grant as containing confidential information and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and

to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Federal Conflict of Interests. The Grantee agrees to comply with applicable provisions of the Office of Management and Budget Circulars A-110, now reported at 2 C.F.R. Part 215, A-102 reported at 49 C.F.R. Part 18, and 2 CFR Part 200 regarding conflicts of interest. The Grantee further acknowledges and agrees that no employee, agent, representative, or subcontractor of Grantee who may be in a position to participate in the decision-making process of Grantee or its subcontractors may derive an inappropriate personal or financial interest or benefit from any activity funded through this Agreement, either for himself or for those with whom he has family or business ties.

25. Uniform Crime Reporting Data. The Grantee agrees to timely submit any and all data related to Uniform Crime Reporting (UCR) under Indiana Code §5-2-6-10.5 as applicable. Failure to do so may cause the State to withhold payments due to the Grantee at the time of the non-reporting and may subject the Agreement to cancellation.

26. Federal and State Third-Party Contract Provisions. If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Exhibit B** and incorporated fully herein.

27. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. [Omitted, not applicable.]

28. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed, or deleted the State's standard contract clauses (as contained in the 2022 *SCM Template*) in any way except as follows:

- Clause 1: Modified.
- Clause 2: Modified.
- Clause 3: Modified.
- Clause 5: Omitted.
- Clause 6: Omitted.
- Clause 7: Modified.
- Clause 8: Modified.
- Clause 9: Modified.
- Clause 10: Modified.
- Clause 11: Modified.

Clause 17: Modified.
Clause 18: Modified.
Clause 19: Modified.
Clause 24: Added.
Clause 25: Added.
Clause 26: Renumbered from Clause 24.
Clause 27: Omitted, Renumbered from Clause 25.
Clause 28: Renumbered from Clause 26.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member, or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:
https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL?

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

[SIGNATURES ON NEXT PAGE OF GRANT AGREEMENT]

Goshen Police Department

By: _____

Name and Title, Printed

Date: _____

Approved by:
Indiana Department of Administration

By: _____ (for)
Rebecca Holwerda, Commissioner

Date: _____

APPROVED as to Form and Legality:
Office of the Attorney General

*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on February 28, 2024.
FA 24-05*

Indiana Criminal Justice Institute

By: _____ (for)

Devon McDonald, Executive Director

Date: _____

Approved by:
State Budget Agency

By: _____ (for)
Joseph M. Habig, Acting State Budget Director

Date: _____

Prepared and reviewed by:

Jon McDonald, Attorney No. 27246-49
Deputy General Counsel
Indiana Criminal Justice Institute

EXHIBIT A – Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

- 1) Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
 - a. There is no filing fee to do this.
 - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
 - c. The E-1 electronic submission site is found at <https://gateway.ifonline.org/login.aspx>
 - d. The Gateway User Guide is found at <https://gateway.ifonline.org/userguides/E1guide>
 - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
 - f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.
- 2) A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs
- 3) Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

Exhibit B – Special Conditions

GENERAL REQUIREMENTS

The Contractor or Grantee shall comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended;
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

The Contractor or Grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324, *et seq.*);
- **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibits discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal

aid recipients, subrecipients, and Contractors, and sub-Contractors, whether such programs or activities are Federally-funded or not);

- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government);
- **Executive Order 13988, Preventing and Combatting Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination included discrimination on the grounds of gender identity or sexual orientation).
- **Airport and Airway Improvement Act of 1982** (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- **Federal Aviation Administration’s Non-discrimination Statute** (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

The preceding statutory and regulator cites hereinafter are referred to as the “Acts” and “Regulations” respectively.

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements

to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

POLITICAL ACTIVITY (HATCH ACT)

The Contractor or Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Contractor or Grantee certifies, to the best of its knowledge and belief, that:

1. No Federal appointed funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subgrantees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communication with State or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The Contractor or Grantee certifies by entering into this Grant Agreement that within a three (3) year period preceding this Grant Agreement neither it nor its principals have not been convicted of or had a civil judgment rendered against them, or are under indictment or otherwise criminally or civilly charged, for the commission of fraud or a criminal offense in obtaining, attempting to obtain, or performing a public (federal state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of record, making false statements, or receiving stolen property; has not within a 3 year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

- (1) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- (5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

The Contractor or Grantee will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactorily quality or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The Contractor or Grantee will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

SECTION 402 REQUIREMENTS

The Contractor or Grantee will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j)).

LOCAL BENEFIT SHARE

The Contractor or Grantee agrees in accordance with 23 CFR Part 1300 Appendix C, that the Contractor or Grantee is acting as an accepting agency, and as a representative of its political subdivision. The Contractor or Grantee therefore requests the benefit of the Indiana Criminal Justice Institutes' media program activities to aid high visibility enforcement campaign activities to improve driver behavior. These activities will include local jurisdictions and will be coordinated statewide. By signing this agreement, the Contractor or Grantee signifies their acceptance and understanding that coordinating resources with the Indiana Criminal Justice Institutes' media program activities benefits the political subdivision and approves the participation of the Contractor or Grantee within their jurisdiction.

CERTIFICATION ON CONFLICT OF INTEREST

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code of standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based upon this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably

possible, making an immediate and full disclosure in writing to NHTSA and the Indiana Criminal Justice Institute. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the awards, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA, or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking any action under an award where the decision or action can have an economic impact on the interests of a regulated or affected organization.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, returned, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and the others traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving,

including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Contractor Requirements

During the performance of this contract, the Contractor or Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, National Highway Traffic Safety Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Criminal Justice Institute or the National Highway Traffic Safety Administration to be pertinent to ascertain compliance with

such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Indiana Criminal Justice Institute or the National Highway Traffic Safety Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Indiana Criminal Justice Institute will impose such contract sanctions as it or the National Highway Traffic Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Indiana Criminal Justice Institute or the National Highway Traffic Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Indiana Criminal Justice Institute to enter into any litigation to protect the interests of the Indiana Criminal Justice Institute. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

June 25, 2024

To: Board of Public Works and Safety
From: Brandy L. Toms
Subject: Amend Agreement with Cathy’s Cleaning to

The City solicited quotes for cleaning services of the Annex Building, City Hall and the Utilities Billing Office in accordance with Indiana Code § 5-22-8-3. Cathy’s Cleaning was awarded the bid from the solicitation.

At the time the City solicited quotes, Legal was not aware that the previous provider was also cleaning the Reith Interpretive Center as there was no contract in place for this service.

Cathy’s Cleaning and the City have agreed to amend the current agreement to expand cleaning services to Reith Interpretive Center. The table below outlines costs for this service.

Weekly Cost	*Monthly Cost	Semi-Annual Cleaning Cost	Semi-Annual Window Cleaning Cost	Total Approximate Yearly Cost
\$115.00	\$498.34	\$1,200.00	\$650.00	\$7830.00

Cleaning services with Cathy’s Cleaning shall commence the first weekend of August, 2024.

It is recommended that the Board approve and authorize Mayor Leichty to execute an Agreement Amendment with Cathy’s Cleaning Service to extend cleaning services for the Reith Interpretive Center with services to start the first weekend of August, 2024 at an estimated yearly cost of \$7,830.00.

Suggested motions:

Move to approve and authorize Mayor Leichty to execute an Agreement Amendment with Cathy’s Cleaning Service to extend cleaning services for the Reith Interpretive Center with services to start the first weekend of August, 2024 at an estimated yearly cost of \$7,830.00.

AMENDMENT NO. 1

AGREEMENT WITH CATHY'S CLEANING SERVICE FOR CLEANING SERVICES OF CITY BUILDINGS

THIS AMENDMENT is entered into on _____, 2024, which is the last signature date set forth below, by and between **Cathy's Cleaning Service** ("Service Provider"), whose mailing address is 10 EMS D24 A Lane, Syracuse, IN 46567, and **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

RECITALS

- (A) City and Service Provider entered into an Agreement on May 31, 2024 for cleaning services of certain City of Goshen properties.
- (B) The parties wish to amend the Agreement to include cleaning services at the Reith Interpretive Center.
- (C) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

SECTION 1. Scope of Services

1.01 The Agreement shall be amended by adding the following Services:

- (A) Service Provider shall provide City cleaning services at the Reith Interpretive Center location according to the specifications outlined in the attached document marked as Exhibit A.
- (B) Cleaning services shall commence one (1) time per week during the weekend when the facility is closed to staff and public.
- (C) Additionally, Service Provider will perform additional services on a semi-annual basis.
- (D) Parties agree that any services requested beyond the cleaning specified in the attached exhibit will be billed at a rate of \$40.00 per man hour in addition to the quoted weekly rate.
- (E) City agrees to provide all paper products, trash bags, and hand soaps needed. Cathy's Cleaning will provide all cleaning supplies.

SECTION 2. Effective Date; Term

- 2.01 The Amendment shall become effective on the day of execution and approval by both parties.
- 2.02 Cleaning services shall start the first weekend in August, 2024.

SECTION 3. Compensation

3.01 City shall pay Service Provider on a monthly basis for the satisfactory performance of the cleaning services completed the previous calendar month based on the established Per Clean Price at each Building as set forth below:

Weekly Cost	*Monthly Cost	Semi-Annual Cleaning Cost (Add'l services)	Semi-Annual Window Cleaning Cost (Add'l services)	Total Approximate Yearly Cost
\$115.00	\$498.34	\$1,200.00	\$650.00	\$7830.00

SECTION 4. Original Agreement

In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

SECTION 5. Authority to Execute

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

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

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

Cathy's Cleaning

Gina Leichty, Mayor

Kara Trimmer

Date Signed: _____

Date Signed: _____



June 17, 2024

Reith Interpretive Center
410 W. Plymouth Ave.
Goshen, IN 46526

Dear Mr. Halsey,

Thank you for giving us the opportunity to bid on Reith Interpretive Center. Cathy's Cleaning Service is an established business in Kosciusko County. Beginning with just a few residential clients over twenty years ago, our staff now services over a hundred residential and commercial clients. Cathy's Cleaning has proudly served several clients for over fifteen years. As a thriving business, Cathy's Cleaning works on staying current on industry standards and procedures. We utilize floor care specialists that are IICRC certified for floor care. Our business is insured and bonded with Erie Business Insurance. We can provide copies upon request. All employees are covered under worker's compensation. The company is also a member of Cleaning for a Reason.

References:

Interra Bank: Annette Stauffer, 574-534-2506, ext.7412
Elkhart County Community Corrections: Karen Chandler 574-534-2210 ext. 20238
DJ Construction: Rem Yoder, 317-363-3830
Tippecanoe Country Club: Stephan Kostelecky 574-453-4441

Thanks for the opportunity to bid on your job. Feel free to contact me with any questions.

Kara Trimmer
Kara Cleaning Inc
DBA: Cathy's Cleaning
10 EMS D24 A Lane
Syracuse, IN 46567
Office: 1-574-658-3939
Cell:1-574-536-7234
Email: ktrimmer@cleanwithcathy.com
Website: www.cleanwithcathy.com

Amount per clean = \$115.00

Amount per Semi-Annual clean = \$1,200.00

Amount per Semi Annual clean outside windows only \$650.00

Scope of Work to Include:

Entrance and Common Areas

- Clean windows and windowsills
- Clear cobwebs
- Dust flat surfaces, vents, pictures, and baseboards
- Clean and polish tables and chairs
- Sanitize drinking fountain
- Empty trash
- Vacuum carpet and mats

Offices

- Clear cobwebs
- Clean windows and windowsills
- Dust vents, pictures, and baseboards
- Empty trash
- Vacuum carpets

Restrooms 2

- Clean mirrors
- Clean and disinfect sinks, countertops, door handles, light switches, partitions, and toilets
- Wipe walls and baseboards around sinks, dispensers, urinals, and toilets
- Dust vents and clear cobwebs
- Refill hand soap, paper towels, and toilet paper
- Empty trash
- Sweep and mop floors

Breakroom

- Sanitize countertops and sink
- Clean inside and outside of the microwave
- Clean and polish outside of refrigerator
- Wipe coffee maker
- Spot clean cabinets
- Empty trash
- Vacuum carpet
- Refill paper products and hand soap

Semi-Annual Items to be done

- **Dust door frames, blinds, and high areas**

- **Clean all windows and ledges inside and out**

Cleaning will take place on the weekend. Reith Interpretive Center agrees to provide all paper products, trash bags, and hand soaps needed. Cathy's Cleaning will provide all cleaning supplies.

Anything beyond the cleaning specified in the bid/estimate would be billed at a rate of \$40.00 per man hour.

**Goshen Board of Public Works and Safety
Resolution 2024-15**

**Ratify Agreement with Comcast for Internet Services at
Fire Station #4, located at 1728 Reliance Road, Goshen, Indiana**

WHEREAS, in early May 2024, the internet and phone service equipment at Fire Station #4, located at 1728 Reliance Road failed and was later determined to be too outdated to fix.

WHEREAS, this equipment failure left Fire Station #4 without any means to communicate with the City.

WHEREAS, it is the intention of Fire Station #4 to join the new Elkhart County Courts fiber optics system for its internet and communications once the facility is completed, however, a short-term resolution was needed urgently for these services in the meantime.

WHEREAS, the Goshen Fire Department to enter into a one-year services agreement with Comcast Business Services, on an emergency basis, to provide internet and communication services until such time the Elkhart County Courts facility was completed and the fiber optic communications services became available.

WHEREAS, on May 30, 2024, Goshen Fire Department executed a Comcast Business Service Order Agreement (attached as Exhibit A) so that communications between Fire Station #4 and the City of Goshen could be restored without further delay.

NOW THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety now ratify the service agreement with Comcast Business Services executed by Goshen Fire Department on May 30, 2024.

PASSED and ADOPTED on June 27, 2024.

Gian Leichty, Mayor

Michael A. Landis, Member

Mary Nichols, Member

Orv Meyers, Member

Barb Swartley, Member



COMCAST BUSINESS SERVICE ORDER AGREEMENT

Company Name: City of Goshen Order # 38929522

Service Location:		Billing Location:	
Address 1	<u>1728 RELIANCE RD</u>	Address 1	<u>1728 RELIANCE RD</u>
Address 2	<u></u>	Address 2	<u></u>
City	<u>GOSHEN</u>	City	<u>GOSHEN</u>
State	<u>IN</u>	State	<u>IN</u>
Zip	<u>46526</u>	Zip	<u>46526</u>
Primary Contact Name	<u>Matt Whitford</u>	Billing Contact Name	<u>Matt Whitford</u>
Primary Contact Phone	<u>(574) 849-8673</u>	Billing Contact Phone	<u>(574) 849-8673</u>
Primary Contact Email	<u>mattwhitford@goshencity.com</u>	Billing Contact Email	<u>mattwhitford@goshencity.com</u>
Service Term	<u>12 Months</u>	Tax Exempt	<u>No</u>
Package Code:	<u>EDP-\$229Data_SE_Performance Pkg</u>	Promo Code:	<u></u>

Package & Promotion Details

Data, SecurityEdge package for regular rate. Package includes Business Internet Performance (download speed up to 500 Mbps), and SecurityEdge. Available for month to month, 1, 2, or 3 year term. Additional \$10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via <https://business.comcast.com/myaccount> within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. \$20 mobile discount limited to customers with Comcast Business Internet Standard service or higher who activate new Comcast Business Mobile service with minimum one Mobile Unlimited line. Mobile discount applied to Comcast Business Internet bill for 12 months. Limit one discount per account. Mobile Unlimited lines must be activated within 90 days of Internet installation to qualify for the mobile discount. After 12 months, or if any of the required services are cancelled or downgraded, or if Unlimited service is switched to By the Gig, the mobile discount will be removed. Comcast Business Internet must be installed by 7/28/2024 to qualify for the mobile discount. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.

DS
MEW

Customer Initials

Package	Services Included	Qty	Package Monthly Service Charge ¹	Package Non-Recurring Charge ²
Data, SecurityEdge Package	Business Internet Performance (download speeds up to 500 Mbps)	1	\$ 229.00	\$ 0.00
	SecurityEdge	1		

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge ¹	Additional Non-Recurring Charge ²
Business Internet			
Static IP -1	1	\$ 24.95	
Equipment Fee			
Package Equipment Fee	1	\$ 22.95	
Additional Fees			
Standard Installation Fee / Change of Service Fee	1		\$ 129.95
Total Additional Charge		\$ 47.90	\$ 129.95

	Monthly Service Charge ¹	Non-Recurring Charge ²
Total Charge for Service Order	\$ 276.90	\$ 129.95



COMCAST BUSINESS SERVICE ORDER AGREEMENT

Company Name: City of Goshen **Order #** 38929522

¹ Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

² Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

General Special Instructions

AGREEMENT

1. This Comcast Business Service Order Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to the above-named customer ("Customer"). This Agreement consists of this document (this "SOA"), the Business Services Customer Terms and Conditions (the "Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, the order of precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions. The Terms and Conditions are located at <https://business.comcast.com/terms-conditions-smb>. Capitalized terms not otherwise defined in this SOA shall have the meaning ascribed to them in the Terms and Conditions. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at <https://business.comcast.com/privacy-statement> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a thirty (30) day money back guarantee. If within the first thirty (30) days following installation of a new Service, Customer is not completely satisfied, Customer may cancel the Service and Comcast will issue a refund for the monthly recurring charge paid for the first thirty (30) days of Service, excluding any custom installation fees, voice usage charges, fees, taxes, surcharges and optional service fees. Customer will be charged for any non-refundable fees and other charges. In order to be eligible for the refund, Customer must cancel the new Service within thirty (30) days of installation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If Customer uses the Service in the first thirty (30) days, Customer will be refunded its subscription fees, but charged the applicable one-time fee. For the avoidance of doubt, this money back guarantee does not apply to renewals of an existing Service.

3. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx
Signature 
Name <u>Matt Whitford</u>
Title <u>Tech Liason</u>
Date <u>5/30/2024</u>

FOR COMCAST USE ONLY	
Sales Representative	<u>Conor Slipkevych</u>
Sales Representative Code	
Sales Manager Name	<u>Edgar Garcia</u>
Sales Manager Approval	
Division	<u>Central</u>



COMCAST BUSINESS SERVICE ORDER AGREEMENT

Company Name: City of Goshen Order # 38929522

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net Email

Equipment Selection

Number of Static Ips

Business Web Hosting



Department of Environmental Resilience

410 West Plymouth Avenue • Goshen, IN 46526

Phone (574) 534-0076 • www.goshenindiana.org

Aaron Sawatsky-Kingsley, Department Head



USDA Forest Service Grant Summary

The grant will provide resources to expand regional inventories of trees and plants to support urban forestry and food forests; deliver public and business education programs on arboriculture training topics, positive health aspects of trees, and classes focused on growing, preparing, and enjoying fresh locally grown foods.

One of the methods for increasing local tree inventories is to provide resources to start arboriculture employment training programs focused on at-risk youth to increase the number of professionals who can support growing regional urban tree canopy programs.

The grant supports two local arboriculture training programs for youth that will focus on arboriculture education. The City of Goshen Environmental Resilience Department will provide arborist professional knowledge and skills training to both The Crossing and to Bushelcraft students. The City of Goshen will provide professionals to teach tree biology, tree identification and selection, tree propagation, pruning, installation, value of trees, insects & diseases, diagnosis and treatment, urban forestry, and other topics in line with the certified arborist curriculum.

The Crossing School of Entrepreneurship will receive funding for a teacher for three years. The students will develop a tree nursery micro-business using private funds for supplies and materials and begin growing and selling trees locally.

Bushelcraft Farm is an after-school workforce development non-profit program. They will receive funding to develop a tree nursery and hire students for after-school employment. They will follow a 3-year employment and training track and focus on developing a tree nursery and learning arboriculture and horticulture skills.

Gina Leichty
Mayor of Goshen

SUBAWARD GRANT AGREEMENT
BETWEEN AMERICAN FORESTS AND CITY OF GOSHEN, INDIANA FOR
INFLATION REDUCTION ACT
URBAN & COMMUNITY FORESTRY INITIATIVE

This Subaward Agreement (“**Subaward**” or “**Agreement**”) No. 24-CA-11132544-010-010 is entered into the [] by and between American Forests (“**American Forests**” or “**AF**”) and **City of Goshen, Indiana (“Subrecipient)**. American Forests and Subrecipient may be referred individually as “Party” or collectively as the “Parties.”

	<p>Name: City of Goshen, Indiana (“Subrecipient”)</p> <p>Type of entity [e.g., government, corporation, LLC, sole proprietor]: government</p> <p>State of incorporation, partnership, or formation: Indiana</p>
<p>All Notices: 1220 L Street, NW Suite 750, Washington, DC 20005 Attn: Meliha Aljabar</p>	<p>All Notices: Street: 202 S 5th St City & State: Goshen, IN Zip: 46528-3703 Attn: Gina Leichty</p>
	<p>Subrecipient Unique Entity Identifier: SN1FLHNTQJZ3</p>
<p>Federal awarding agency:</p>	<p>U.S. Department of Agriculture, Forest Service</p>
<p>Federal Award Identification Number (FAIN):</p>	<p>24-CA-11132544-010</p>
<p>Federal Assistance Listing</p>	<p>10.727, Inflation Reduction Act Urban & Community Forestry</p>
<p>Federal Award date:</p>	<p>01/10/2024</p>
<p>Project Title:</p>	<p>Connecting People to Forests and Food</p>

Project description:	This project proposes to develop an Elkhart County, Indiana area arboriculture employment training program focused on at-risk youth to increase the number of professionals who can support growing regional urban tree canopy programs; expand regional inventories of trees and plants to support urban forestry and food forests; deliver public and business education programs on arboriculture training topics, positive health aspects of trees, and classes focused on growing, preparing, and enjoying fresh locally grown foods. Partners include the City of Goshen, The Crossing School of Business and Entrepreneurship, Bushelcraft Farm, and Mennonite Men.
Subaward Period of Performance Start and End Date:	[] - 4/30/2027
Subaward Budget Period Start and End Date	[] - 4/30/2027
Total amount of federal funds	\$1,000,000.00

RECITALS

American Forests has been selected for the award of a federal financial assistance award from the United States Department of Agriculture, Forest Service ("Forest Service" or "the Agency"), in support of a project entitled Fostering Community-Led Action to Advance Tree Equity ("the Project") for which American Forests will serve as a pass-through entity for subawards.

The Agency has identified a project narrative and budget submitted by Subrecipient to the Agency to be of interest with regard to the Project and recommended that American Forests engage Subrecipient to perform such effort.

American Forests desires Subrecipient to perform certain work within the scope of the Project described above and as further described in Exhibit 1 hereto under the terms and conditions set forth below, and Subrecipient has expressed a willingness to perform such work.

NOW THEREFORE, American Forests hereby awards a cost reimbursable subaward to Subrecipient on the following agreed terms and conditions.

ARTICLE I - DEFINITIONS

A. As used in this document, the words and phrases set forth below shall have the following meanings:

1. **"Forest Service"** or **"the Agency"** means the U.S. Department of Agriculture ("USDA"), Forest Service.
2. **"Grant"** and **"Grant Agreement"** means Cooperative Agreement No. 24-CA-11132544-010, between the Agency and American Forests, including all attachments, documents incorporated by reference, and amendments thereto.
3. **"Recipient"** means American Forests.
4. **"Subrecipient"** means an entity receiving a subaward from a pass-through entity ("recipient") to carry out a part of the "Grant".
5. **"Project"** is defined as the project described in the Grant Agreement and Subrecipient's project narrative.
6. **"Project Activities"** means all activities conducted by Subrecipient in furtherance of the Grant Purposes as part of the Project.
7. **"Purposes"** means the specific goals and purposes of this Project set forth in the Grant Agreement.
8. **"Subgrant"** means the funds granted to Subrecipient by American Forests and the restrictions on its use required by the Grant and Subgrant Agreements.
9. **"Subaward Grant Agreement," "Subaward Agreement,"** and **"this Agreement"** means this agreement between American Forests and Subrecipient.
10. **"Budget"** means the Subrecipient's budget for the Project as approved by the Agency.

The term "days" refers to calendar days unless otherwise specified.

B. All other capitalized terms shall have the definitions assigned to them in this Agreement or in 2 CFR Chapter 1, Part 200, section 200.1 *et seq.* unless it is clear from the usage that the Parties intended to assign a commonly used definition to such terms.

C. This award is subject to the 2 CFR Part 20, Subparts A through F, as adopted and supplemented by the USDA in 2 CFR Part 400.

ARTICLE II - INCORPORATION OF GRANT AGREEMENT

American Forests makes this subgrant to Subrecipient subject to the Grant Agreement, which is incorporated by reference. Subrecipient acknowledges that it is a “subrecipient” under the Grant and agrees to comply with all provisions identified in the Grant as being applicable to, or required to be flowed down to, a “subrecipient” or “Non-Federal Entity”, as applicable under the Grant and applicable regulations.

ARTICLE III - AMOUNT AND TERM

A. AWARD AMOUNT: This award is in the amount of \$1,000,000.00 subject to the requirement that Subrecipient incur and invoice for allowable costs as specified herein.

B. TERM: This subaward shall be effective upon full execution. Subgrant funds may not be used to support activities conducted prior to the Effective Date. This Subgrant Agreement is effective through 4/30/2027, or until terminated, whichever occurs first.

C. ALLOWABLE COSTS: Subrecipient shall not submit any costs that are unallowable under federal regulations (per [2 CFR Part 200, Subpart E](#)) or this Agreement for reimbursement. Costs that exceed the amount specified in subsection A above, are outside the Term specified in subsection B (except as expressly agreed otherwise by American Forests), or that lie outside the scope of the activities in Exhibits 1 and 2 are unallowable.

ARTICLE IV - PAYMENT

A. PAYMENT DISBURSEMENTS: American Forests shall reimburse Subrecipient for the costs of Project Activities in accordance with the Budget. Such payments shall not exceed the amounts identified in the Budget for each line item by more than 10% without the prior written consent of American Forests. Indirect cost rates shall remain fixed throughout the term of this award based on the Budget. American Forests reserves the right to request and receive supporting documentation to substantiate payment requests and the amounts claimed, which shall be exercised in its sole discretion. Payment of invoices is contingent upon a determination by American Forests that the amounts being invoiced are allowable, allocable, and reasonable under applicable regulations. Notwithstanding the foregoing, Subrecipient must promptly refund any excess payments received from American Forests, including any costs determined unallowable by the Agency and/or through subsequent audit or investigation.

B. USE OF GRANT FUNDS: Subrecipient will use the Subgrant funds solely for the Purposes of this Agreement. Any interest earned by Subrecipient on the Subgrant funds shall be used by Subrecipient to cover Project Activities. Subrecipient will repay to American Forests any portion of the amount disbursed to Subrecipient that is not used for these Purposes.

C. MATCH WAIVER: The Urban & Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance that 100% of the work and funding will benefit disadvantaged communities, as defined by the tools and guidance provided by the Forest Service as of the date of signing this award. In the event the Forest Service updates or revises its tools or guidance,

the Parties shall confer as to whether all of the work and funding still will benefit qualifying disadvantaged communities. Subrecipient further shall certify in its bi-annual reports that the communities served qualify as “disadvantaged” in accordance with Forest Service tools and guidance. In the event the communities served no longer qualify as “disadvantaged” per such tools and guidance, this award may be terminated by American Forests.

ARTICLE V - REPORTING

A. SUBGRANT REPORTS: Subrecipient agrees to provide American Forests with all documentation, reports, and other information necessary for American Forests to complete in a timely manner all reports required by the Grant as well as such other information reasonably requested in writing by American Forests, as further described in Exhibit 3.

B. NARRATIVE REPORTS: The narrative report shall describe accomplishments as of the date of the report, outlining activities undertaken, strategic choices that were made as a result of the Subgrant, and achievement of Subgrant purposes.

C. FINANCIAL REPORTS: The financial report shall reflect the expenditures of the Subgrant funds, and any income earned thereon, in accordance with the Budget, as of the end of the reporting period and cumulative across the Subgrant term. The reports also should address actual spending at the level of detail in the Budget, and an explanation of any variances.

D. SUBGRANT REPORT FOLLOW-UP: American Forests or the Agency may request conferences or meetings with Subrecipient to discuss details of the Subgrant Report(s), and American Forests or the Agency may require additional supporting documentation or clarifications to the Subgrant Report prior to the release of the next scheduled payment. Upon completion of the Subgrant, Subrecipient will submit a Final Subgrant Report.

E. COMMUNICATIONS WITH AGENCY: Subrecipient acknowledges that communications with the Agency should flow through American Forests. If Subrecipient and the Agency communicate directly with one another, Subrecipient will promptly notify American Forests of any substantive matters discussed which might impact American Forests’ administration of this Agreement or the Project.

F. REPORTING OF FIRST TIER SUBAWARDS: In accordance with Exhibit 6, Subrecipient agrees to provide American Forests with all information necessary for American Forests to complete in a timely manner all required reports, including the names and total compensation of each of Subrecipient’s five most highly compensated executives for the preceding completed fiscal year, or documentation that Subrecipient is exempt from such reporting.

ARTICLE VI - MONITORING

A. American Forests may conduct monitoring to ensure Subrecipient capacity to effectively manage the project and administer the award funds, as well as to ensure compliance with federal regulations and all provisions of this Agreement and to verify that Subrecipient has in place effective internal controls to achieve these goals.

B. Monitoring will include an assessment of Subrecipient’s performance against the goals and performance standards of the Grant and as required herein.

C. As a part of its ongoing monitoring process, American Forests will evaluate Subrecipient’s progress and project goal attainment based on the required reports prepared by Subrecipient, as well as through regular

meetings and/or ongoing discussions with Subrecipient project staff. American Forests reserves the right to request and conduct an onsite visit as part of its monitoring plan, and will provide reasonable advance notice of such a visit.

D. American Forests may require additional monitoring and evaluation measures to ensure that Subrecipient fulfills the identified project goals and objectives and/or addresses any findings revealed during monitoring. Subrecipient shall adhere to any monitoring and evaluation plans developed and specifically required by American Forests as a result of monitoring activities.

ARTICLE VII - AUDITS AND MAINTENANCE OF RECORDS

A. BOOKS AND RECORDS: Recordkeeping is subject to [2 CFR 200.334 - 200.338](#). Subrecipient shall maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement in sufficient detail to substantiate all expenditures related to this award. Subrecipient shall maintain these books and records for a period of at least three (3) years from final payment from American Forests.

B. AUDIT: Subrecipient is responsible for complying with the audit requirements in [2 CFR 200, Subpart F](#) and the Subrecipient shall furnish a copy of any such audit report to American Forests within 180 days of Subrecipient's year-end. Subrecipient shall give American Forests, the United States Comptroller General and the Agency, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Agreement (including the applicable records maintained by its contractors and sub-subrecipients) at any time. American Forests shall provide reasonable advance notice to Subrecipient in the event of its audit and shall undertake reasonable efforts to do so in the event of an audit by the Agency or its representative. Copies of requested documents shall be furnished at no cost to American Forests or the United States government representatives if requested.

C. SINGLE AUDIT: In accordance with [2 CFR 200.501\(a\)](#), non-federal entities that expend \$750,000 or more in federal awards from all funding sources during their fiscal year, must have a Single Audit conducted in accordance with [2 CFR 200.514](#). If Subrecipient has received a Single Audit for the preceding year, a copy shall be provided. Subrecipient agrees to have such an audit conducted if applicable. As a condition of this award, Subrecipient shall annually certify if its organization has been subject to the Single Audit requirement according to the above citations. Subrecipient shall provide a copy of any required Single Audit reports to American Forests within 180 days of Subrecipient's year-end.

ARTICLE VIII - COMPLIANCE WITH LAWS

A. APPLICABLE LAWS: Subrecipient shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and applicable Agency guidance, and all provisions required thereby to be included herein are hereby incorporated by reference.

B. PERMITS: Subrecipient warrants that it and its subrecipients and subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for American Forests.

C. INTERNAL CONTROLS: Subrecipient shall establish and maintain effective internal controls over this award per [2 CFR 200.303](#) that provides reasonable assurance that Subrecipient is managing the effort in compliance with Federal statutes, regulations, and the terms and conditions of the Grant. Subrecipient shall monitor its performance and take prompt action when it identifies any instances of noncompliance.

ARTICLE IX SUBCONTRACTING AND SUBAWARDING

A. APPROVAL REQUIRED. Subrecipient shall not issue any subcontracts or subawards under this Agreement without prior written approval from American Forests. Acceptance of a Budget that identifies specific subawards or subcontracts shall constitute such approval.

B. PROCUREMENT: Subrecipient shall comply with all procurement requirements, standards, and procedures in 2 CFR 200.310 through 2 CFR 200.327. Subrecipient shall follow the Procurement Guidelines to be provided by American Forests, which are based on the referenced regulations.

C. FURTHER FLOWDOWN: Subrecipient shall include in each lower-tier subaward or subcontract the appropriate flow-down clauses as required by this Subaward, the terms and conditions of the Grant, and [2 CFR Part 200, Appendix II](#).

ARTICLE X - NONDISCRIMINATION

A. NONDISCRIMINATION. Subrecipient shall not discriminate against any employee or applicant for employment relating to 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 the employee or applicant's characteristic(s) protected by federal, state, or local law.

B. EQUAL OPPORTUNITY. Subrecipient shall comply with Executive Order 11246, as amended and supplemented by regulations at 41 CFR Part 60 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973, and any other applicable federal and state anti-discrimination laws.

C. PUBLICATION. Subrecipient shall include the following statement in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding: **"This institution is an equal opportunity provider."**

ARTICLE XI - SUBRECIPIENT'S COVENANTS

A. DISCLOSURES: Subrecipient agrees to disclose in writing to American Forests, in a timely manner: (1) any potential conflict of interest to the Agency or American Forests in accordance with Agency's conflict of interest policy per 2 CFR 400.2; and (2) all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Grant.

B. CERTIFICATION OF ELIGIBILITY: Subrecipient certifies that, to the best of its knowledge and belief, Subrecipient and its principals (referred to collectively in this Section as "Subrecipient Parties"):

1. are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency;
2. are not included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury's Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism, and (ii) will not engage in transactions with, or provide resource or support to, any such individuals or organizations or anyone else associated with terrorism;
3. are not a person or entity with whom transacting is prohibited by any trade embargo, economic sanction, or other prohibition of law or regulation; and

4. have not conducted, and will not conduct, their operations in violation of applicable Money Laundering Laws, including but not limited to, the U.S. Bank Secrecy Act and the money laundering statutes of any and all jurisdictions to which the Subrecipient Parties, or any one of them, is subject, and no action or inquiry concerning money laundering by or before any authority involving any Subrecipient Party is pending.
5. Will ensure that none of the funds, including supplies and services, received under this Agreement will be provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

If Subrecipient becomes aware that it or any Subrecipient Party is subject to any of the above conditions during the Term of this award, Subrecipient must notify American Forests immediately. If American Forests determines that Subrecipient or any Subrecipient Party is subject to any of the above conditions, American Forests, may terminate this Agreement effective immediately, with no further obligation hereunder, including payment.

C. INDEMNIFICATION: To the extent permitted by law, Subrecipient shall indemnify American Forests for all claims, actions, damages or other losses (including reasonable attorneys' fees) ("Losses") arising out of Subrecipient's performance of this Agreement, except to the extent such Losses are caused by American Forests.

D. INSURANCE: Subrecipient shall maintain the following insurance coverage during the term of this Agreement:

1. **General Liability and Property Damage:** Subrecipient shall carry general liability insurance having all major divisions of coverage including, but not limited to:
 - Premises - Operations
 - Products and Completed Operations
 - Personal Injury Liability
 - Contractual LiabilityThe policy shall be on an occurrence form and limits shall not be less than:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal & Advertising Injury
2. **Automotive Liability:** Subrecipient shall carry automotive liability insurance covering all motor vehicles used by Subrecipient in connection with this Agreement. Coverage limits shall not be less than \$500,000 combined single limit.
3. **Workers Compensation:** Subrecipient shall carry workers' compensation insurance in accordance with the laws of the State in which the work is performed under this award.
4. **Certificate:** Subrecipient shall provide a certificate of insurance to American Forests within 30 days of the effective date of this Agreement and annually as requested. If Subrecipient is self-insured, Subrecipient shall provide written documentation verifying self-insured status.

E. PROPERTY: If work is to be performed on private (nonpublic) property, Subrecipient shall (i) ensure that permission for any such work is obtained from the owner(s) of such property; and (ii) secure an agreement from such owner(s) to hold harmless American Forests and the USDA Forest Service from all claims, suits, or

actions of every name, kind, and description, brought for, or on account of injuries to or death of any person, including any contractor or other party performing such work, or damage to any property of any kind whatsoever and to whomsoever belonging, or any sanctions, penalties, or claims of damages resulting from work being funded through this subaward. Subrecipient shall provide a copy of such agreement to American Forests upon request.

ARTICLE XII - TITLE AND USE OF INTELLECTUAL PROPERTY

A. NAMES, LOGOS, AND INSIGNIA: The names and logos of the Parties and the Forest Service may not be used for any purpose without the prior express written permission of their owners. Subrecipient shall seek Agency consent (through American Forests) prior to use of Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production. Subrecipient shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award in accordance with [2 CFR 415.2](#).

B. RIGHTS: In performing the Grant Agreement and this Agreement, the Parties may produce documents, reports, data, studies, photographs, videos, maps, and the like, as well as product-specific documents (individually a "Work" and collectively "Works").

1. Unless otherwise required by the Agency or agreed to by the Parties in writing, the copyright and other intellectual property rights in any such Work will belong to the Party that produces the Work.
2. American Forests shall enjoy a perpetual, irrevocable, worldwide, unlimited use, non-exclusive, royalty-free right and license to reproduce, publish, incorporate, and otherwise use, and to authorize others to use, the Works of Subrecipient for any purpose, including to publish the results of the efforts under this Subgrant Agreement.
3. The Federal government reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, incorporate, or otherwise use, and to authorize others to use the Works for federal government purposes.

C. DISTRIBUTION: Except as set forth above, neither Party will publish or otherwise distribute the Work of the other Party without both the previous written consent of the other Party and crediting the other Party in such Work.

D. USE OF PROPRIETARY INFORMATION: The Parties anticipate that to perform under this Agreement, it might be necessary for either Party to transfer to the other information of a proprietary nature. Proprietary information shall be clearly identified in writing at the time of disclosure. Any such information shall not be used, published or divulged to any governmental entity, individual, organization or corporation, in any manner or for whatever purpose, except through the Party's previous written permission, which may be withheld by the respective Party at its sole discretion, or as required by law. Each Party will use reasonable efforts to protect the proprietary information of the other Party.

ARTICLE XIII - CLOSE-OUT PROCEDURES

Subrecipient shall submit a final financial report, a Disposition Request for any equipment purchased, and any other documentation required or requested by the Forest Service within forty-five (45) days of the conclusion of its work under this Agreement, prior to final payment hereunder. The final expense report must include documentation of match if applicable. Final payment may be withheld until these requirements have been fulfilled and approved by American Forests.

ARTICLE XIV- AMENDMENT AND TERMINATION OF AGREEMENT

A. SUBGRANT MODIFICATIONS: This Agreement, including all Exhibits, embodies the entire and complete agreement and understanding between the Parties. This Agreement may not be amended or modified, except as agreed to by the Parties in writing.

B. TERMINATION: Either Party may terminate this Subgrant Agreement at any time by giving sixty (60) days written notice to the other Party. If this Agreement is terminated pursuant to this article, Subrecipient will stop work as specified in the notice and will be entitled to payment in accordance with the payment provisions of this Agreement only for those services furnished prior to the effective date of termination. Subrecipient shall not place any orders or subgrants for materials, services, or facilities, except as may be necessary for the completion of such portion of the work as is not terminated. Nothing hereunder shall be construed to limit American Forests' right to terminate for default or non-compliance.

C. American Forests may terminate this Agreement with immediate effect through notice to Subrecipient in the event of: (i) termination or cancellation of the Cooperative Agreement by the Forest Service; (ii) a lapse or interruption of appropriations; or (iii) a determination by American Forests that the communities served do not qualify as "disadvantaged" per tools and guidance provided by the Forest Service. In such event, Subrecipient will stop work as specified in the notice and will be entitled to payment in accordance with the payment provisions of this Agreement only for those services furnished prior to the effective date of termination.

ARTICLE XV - DEFAULT AND REMEDIES

A. DEFAULT WITH OPPORTUNITY TO CURE: If any of the following events of default occur without being cured within ten (10) days from the date that written notice of such default is received by Subrecipient from American Forests, American Forests, in its sole discretion, may terminate this Agreement:

1. The Agency's determination that Subrecipient has failed to achieve the Grant Purposes;
2. The Agency's determination that Subrecipient has failed to comply with all applicable provisions of the Grant Agreement; or
3. American Forests' determination that Subrecipient has failed to perform any one of Subrecipient's multiple obligations under this Agreement.

B. DEFAULT RESULTING IN IMMEDIATE TERMINATION: In the event of either of these occurrences, American Forests may, in its sole discretion, declare Subrecipient in default and terminate this Agreement immediately and Subrecipient shall have no right to cure such default:

1. Adoption of any strategy or policy by Subrecipient which willfully undercuts the effectiveness of American Forests' ability to achieve the Project outcome for which it is responsible under the Grant Agreement.
2. Misuse of funds by Subrecipient.

C. DELAY OR FAILURE TO COMPLETE DELIVERABLES: Subrecipient will provide written notice to American Forests of its failure to provide agreed-upon deliverables as soon as it becomes aware of its inability to complete deliverables on time. Failure to report data in a timely manner to the UCF IRA Accomplishment Reporting System shall be a failure to complete deliverables. If American Forests determines that Subrecipient's failure to complete deliverable(s) will result in significant barriers to achieve the Project outcomes, American Forests will give notice of such determination to Subrecipient and Subrecipient will provide an alternate strategy or deliverable to ensure success in achieving the Project outcomes, which may be accepted by

American Forests in its sole discretion. The alternate strategy or deliverable will be submitted to American Forests for approval by American Forests and the Agency. American Forests may, in its sole discretion, terminate this Agreement if Subrecipient fails to comply with this subsection or if American Forests determines that an alternate strategy or deliverable is not acceptable under the circumstances.

D. REMEDIES: If Subrecipient fails to cure any breach or default prior to the expiration of the ten (10) day notice period, American Forests may demand repayment of all or a portion of the amounts paid, or invoke any other remedy allowed by the Grant Agreement, this Agreement, or by law. All remedies provided in this agreement are distinct and cumulative to any other right or remedy under this agreement, or otherwise at law, and may be exercised concurrently, independently or successively.

ARTICLE XVI - DISPUTE RESOLUTION

In the event of any dispute relating to this Agreement, the Parties shall explore a resolution of the dispute through informal discussions. If a dispute cannot be resolved informally within sixty (60) consecutive days, the Parties agree to terminate this Agreement. Following termination of this Agreement, Subrecipient shall complete all programmatic and financial reporting and return any unspent funds to American Forests.

ARTICLE XVII - EQUIPMENT

A. If the Budget provides for the acquisition of equipment by Subrecipient, Subrecipient will comply with the procurement standards in [2 CFR 200.317-200.327](#).

B. To ensure that the federal interest in acquired equipment is properly recorded, Subrecipient shall file a UCC1 form with the applicable State government agency and provide evidence of the filing to the Forest Service Program Manager at the time payment is requested for the equipment purchase, or within 30 days of an advance of funds for the purchase. Subrecipient is expected to maintain the UCC filing until the equipment has a fair market value of less than \$5,000 or is disposed of following instructions from the Forest Service. The equipment may not be used as collateral, sold, or otherwise transferred to another party without the written permission of the Forest Service.

C. Subrecipient shall inventory equipment acquired in part or in whole with Forest Service funds annually and submit a copy to American Forests. A final inventory shall be submitted for closeout. Subrecipient may use Tangible Personal Property Report Standard Forms (SF) 428.

D. Subrecipient shall use the Tangible Personal Property Report Standard Forms (SF) 428 and SF-428-C, Disposition Request, should it determine any item of equipment is no longer needed or has been lost, destroyed, or stolen. The Forest Service shall issue disposition instructions.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

A. PARAGRAPH TITLES: The titles to the paragraphs of this Agreement are used solely for purposes of identification, and are not to be construed as affecting the meaning of the language of the paragraphs.

B. NOTICE: Whenever notice is required to be given under the terms of this Agreement, such notice shall be in writing and may be delivered in person or via e-mail, regular mail, courier, or overnight delivery service. Such notice will be deemed effective upon its receipt.

C. RESPONSIBILITY: Each Party shall be solely responsible for the actions and/or omissions of its employees, contractors, and agents in implementing the objective of this Agreement.

D. NO JOINT VENTURE OR AGENCY: The Parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement. Neither Party will refer to or treat the arrangements under this Agreement as a legal partnership or take any action inconsistent with such intention. Neither Party may represent that it is acting as agent or representative of the other.

E. FORCE MAJEURE: Neither Party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if and to the extent such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), lapse of appropriated funds for the Agency, wars, insurrections and/or any other cause beyond the reasonable control of the Party whose performance is affected.

F. ASSIGNMENT: Subrecipient may not assign or transfer its rights and obligations under this Subgrant Agreement without the prior written consent of American Forests.

G. SEVERABILITY: If any provision of this Agreement is held invalid, the other provisions herein shall not be affected thereby.

H. GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the District of Columbia.

IN WITNESS WHEREOF this Agreement is executed on the date noted for each Party. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award.

BY AMERICAN FORESTS:

James A. Daley, President and CEO

Signature

Date

BY SUBRECIPIENT:

Gina Leichty, Mayor

Signature and title

Date

EXHIBITS

This Agreement contains the following Exhibits:

- Exhibit 1: Scope of Work
- Exhibit 2: Budget
- Exhibit 3: Schedule of Reporting Requirements
- Exhibit 4: Financial Reporting Format
- Exhibit 5: Federal Subaward Terms
- Exhibit 6: FFATA (Attachment B to CA)
- Exhibit 7: Whistleblower (Attachment C to CA)

EXHIBIT 1 SCOPE OF WORK

1. Project Scope Alignment:

The Elkhart County area has an inadequate number of arboriculture professionals and nursery supplies to meet the demands of local municipalities. Although Goshen has taken the step to inventory and quantify its canopy cover, it has been difficult to substantially increase canopy due to lack of nurseries and stock, the need for arboriculture public education opportunities, and high demand for arboriculture professionals in the area to care for trees.

The City of Goshen Environmental Resilience Department is seeking funding to partner with The Crossing School of Business and Entrepreneurship, Bushelcraft Farm, and Mennonite Men. The Crossing School teaches tree pruning and removal in their XTreme Tree Service micro-business. Bushelcraft Farm is an educational farm that provides experiences for at-risk youth and the community access to healthy food. Both programs offer paid internships for students. The City of Goshen will provide professionals to teach tree biology, tree identification and selection, tree propagation, pruning, installation, value of trees, insects & diseases, diagnosis and treatment, urban forestry, and other topics in line with the certified arborist curriculum. Mennonite Men will partner to include students in the planning and organizing of large-scale tree plantings which is also a unique skill. The additional coursework expands their opportunities for gainful employment and choice of arboriculture professions.

Both programs will work to establish and maintain 3 tree nurseries (2 in Goshen and one at Bushelcraft) that will provide tree stock to local municipalities in Elkhart County as their forestry programs ramp up to combat climate change. For example, Goshen is working to reach 45% canopy by 2045, currently at 20%, and Elkhart is just beginning to work on its canopy. Developing local tree stock improves long-term growing outcomes where trees have adapted to the climate and protect from market fluctuations and shortages. During Year 3, the project will work to transition to seed instead of stock to provide a more sustainable model of propagation.

The proposal also includes a comprehensive education plan that brings in arboriculture and culinary professionals to connect people to forests and food. The educational programs will be the backbone of the larger education and awareness campaign accompanying the above work. Arboriculture classes will target professionals (lawn care professionals, HOAs, business owners, contractors) and publicly recognize them on the City's website for their participation and their pledge to protect trees. The City has seen many trees that have been mortally damaged with weed whackers and mowers. Invasives are an ongoing problem in the City's urban forests and even as a part of the street tree inventory.

The City has not previously funded trees for a homeowner's yard, except for Arbor Day bare-root tree giveaways. This grant will allow flexibility to plant trees beyond the right of way, add food forests in neighborhoods, bring new ideas to the community, and rally around the idea that we can all participate and volunteer in this effort. The education program will be designed using stakeholder input to remove barriers and reach many different groups of people.

The following contains priorities from the Indiana Forest Action Plan.

Indiana Forest Action Plan 2020 Update (<https://www.in.gov/dnr/forestry/files/fo-Forest-Action-Plan2020.pdf>)

Strategy 2: Restore, expand and connect forests, especially in riparian areas.

2.2 Develop or expand educational programs for landscapers, private landowners and homeowners on invasive species and promotional campaigns on the negative consequences of those invasive species in the nursery trade (like Callery Pear and Burning Bush)

Strategy 3: Connect people to forests, especially children and land-use decision makers, and coordinate education training and technical assistance.

3.25 Support the creation of “food forests” in Indiana, especially those that use primarily native species and connect large numbers of people to trees and forests.

3.6 Make special effort to engage women and minorities in Forest Action Plan strategies and to develop more diversity among natural resource professionals in Indiana, especially seek to encourage connection to forests and trees among the most urban aspects of Indiana society.

Strategy 5: Significantly increase the size of Indiana’s urban forest canopy by developing community assistance programs and tools focusing on local governments partnering with stakeholders, including citizen scientists, volunteers, universities, and nonprofit organizations and private enterprise, to preserve and grow the urban canopy by policy implementation, low-impact development, maintaining existing trees, and planting new trees.

5.5 Develop community programs that engage people in tree planting, care and maintenance. Also, increase awareness of effective resources, policies and ordinances that protect existing street trees and other greenspaces within local governments to prevent loss of urban tree canopy. This awareness should be targeted to a wide range of audiences including tree care professionals, homeowners and youth.

5.7 Promote the use of trees and urban forests in reducing carbon dioxide emissions, mitigating existing CO₂, and meeting CO₂/air quality goals where municipalities have set them.

5.8 Supplement workforce development through community programs that incentivize the unemployed, underemployed, and young people to participate in tree planting, care and maintenance skills that foster an interest in a forestry career path. Support the development of tree worker pre-apprenticeship programs. Encourage professional certification and facilitate professional development opportunities for tree workers and cultivate a professional network of arboriculture professionals through training and volunteer opportunities with organizations such as the Indiana Arborist Association and Saluting Branches.

5.9 Promote the benefits of native large canopy tree planting in meeting community tree canopy goals and supporting wildlife.

5.10 Promote the importance of post-planting care and maintenance in growing healthy urban forest canopies.

5.17 Recognize certified arborists and arboriculture as a skilled trade, improving safety, enhancing prosperity of green industry careers and improving the Indiana economy.

2. Implementation Strategy/Methodology/Timeline:

The Crossing School has 15 students participating in the XTreme Tree Service micro-business pod. Students generally are in the pod for 2 years. We anticipate that 20 students will graduate from the program with new arboriculture experiences and opportunities over the 3 years. The school will also be beginning a new pod of tree nursery specialists. The grant would fund their workforce development school teacher for three years. The students would develop a tree nursery micro-business using private funds for supplies and materials and

begin growing and selling trees locally. All Crossing students (Xtreme and the Nursery students) will participate in the annual 12 forestry education modules. There will be 36 different modules overall.

Bushelcraft Farm is another after-school workforce development non-profit program. They anticipate hiring 5 students and an older student supervisor the first year and having students follow a 3-year track that focuses on developing a tree nursery and learning arboriculture and horticulture skills. They plan to graduate 5 by year 3. All of the Bushelcraft students will participate in the annual 12 forestry education modules. No federal funds will be used to purchase supplies or plant materials used for revenue-generating activities in any program.

Classes and training provided will follow a site-relevant pre and post-test model, although, since the education experiences are non-traditional, the test model may also be non-traditional. It will be reviewed using the continuous improvement model. The program will also

provide educational materials and at least one forestry conference experience that are built into the budget.

The educational team will:

1. Establish a class schedule during the first two months of the grant.
2. Plan classes and field experiences to begin within three months of the start of the grant and follow a regular schedule after that.
3. Bushelcraft will begin in or before June 2024. The Crossing will begin in or before August 2024.

The adult public education component follows a different model. The approach to public education is to inspire the love or respect for trees. As we work to reach large and diverse numbers of people in the area, bringing topics such as creating a backyard habitat or mini food forest as possible ways to connect. The program will also offer culinary classes to teach people how to prepare food from native trees and shrubs. These classes will be designed based on stakeholder interest and surveys. Surveys will also be done in English and Spanish which is a predominant language in our community.

Neighborhood stakeholders will also play a key role in determining if they would like a food forest or other mini forest in their neighborhood. These will be smaller footprint areas where the City will work with the neighborhood to determine species, assist in planting, and establish the plants to a point when they require little care to maintain.

The City of Goshen plans to employ an Arboriculture Specialist to care for the nursery, assist in selecting species, work to establish long-term methods to propagate trees and shrubs, assist with public food forests, and promote backyard habitat. Goshen also plans to add a seasonal part-time person to work with volunteers providing tree watering. Tree watering of newly planted trees is the most critical activity to ensure a tree's success. Contractually, Goshen will be hiring an Arboriculture Liaison, focusing on large-track Planting, public education for tree care and pruning, and large group volunteering, especially with tree planting. The Liaison will focus on small businesses and large corporations in the Goshen area. The Grant will also support an "Invasives Swap Program" where residents and businesses can exchange their currently landscaped invasive trees and shrubs with native trees and shrubs at no cost. Goshen feels strongly that one of the largest barriers to removing landscaped invasive trees and shrubs is education and being presented with easy options to swap out invasive plant(s).

The program will recognize participants and map the locations of persons and businesses who plant trees, food forests, and backyard habitats, and those who pledge to protect trees and provide tree maintenance. Goal: 1,000 pledges across the 5 years of the grant.

Public Education Plan

1. Month one - Hire a part-time nursery Arboriculture Specialist, develop stakeholder lists, including Neighborhood Associations and local Organizations that provide community leadership including diverse leaders (including Clinics, Churches, Housing organizations,

clubs, and schools), & Develop a couple of targeted surveys to disseminate to the public and professionals – Spanish, English, Businesses, Churches, and others. Begin getting to know stakeholders, meet, and share ideas.

2. Month two - Develop the forestry education topic class list for students, work with partners to identify speakers, schedule the first 6 months, develop a plan for six months of public classes with the first two classes in month three, & Hire an Arboriculture Liaison

3. Month three - Arboriculture Liaison develops a stakeholder list and begins meeting with stakeholders to identify planting projects and volunteer opportunities

Anticipated Annual Milestones:

1. Hold 10 classes for professionals and the public

2. Provide 12 forestry educational classes or experiences for youth

3. Plant 8,000 trees & shrubs in the community

4. Plant a minimum of 2,500 trees in the nurseries

5. Hold 5 events to remove invasive plants and one invasive educational workshop

6. Replace a minimum of 150 invasive shrubs & trees with native ones

7. Remove or prune (to save the life) 45 mature diseased or dying trees

8. Gather 200 pledges to protect trees, plant natives in a backyard habitat to provide for wildlife, or plant and care for a local food forest

Every six months, the program will re-evaluate annual milestones set in the grant and budget.

All aspects of the program will utilize a continuous improvement model: Plan (target audience, objective, plan how to connect, inspire buy-in, desired location, day/time), Execute, Study Results, Make changes. The team will hold monthly meetings to ensure that the process is being used effectively.

We believe that this program and its results will be replicable in other communities. We will document our process and stories and share the process and results with other communities and at a minimum of 2 professional conferences (one during the grant term and another within 2 years of completion).

3. Capability and Capacity:

The City of Goshen manages a \$43 million budget. The Environmental Resilience Department has a \$865,000 budget. The City has had a Shade Tree Board overseeing its forestry efforts for the last 31 years and a full-time forester for 17 years, Aaron Sawatsky-Kingsley. The City regularly receives the Tree City USA award. Under Aaron's management, the Department completed the City's Climate Action Plan for Government Operations. The Department

manages a municipal nursery, provides public education to school groups and adults, maintains the tree inventory. Key Personnel: Aaron Sawatsky-Kingsley is the Department Head and a certified arborist. He has a Master of Science in Park and Natural Resource Management. He will lead this project, working with a team of 2 arboriculture personnel and a public educator. Theresa Sailor is a grant writer/public educator with ten years of experience managing large projects with multiple stakeholders. She will do much of the planning required to engage stakeholders, identify local education needs or preferences, and schedule classes and events. She will also provide grant management with the assistance of Jeffery Weaver, CPA, Assistant Clerk-Treasurer.

The Crossing School of Business and Entrepreneurship is a unique high school that works to empower struggling students to become contributing members of their communities. The Crossing's Job Training Program (JTP) is a vital part of preparing students to join the workforce after graduation. The school works with students to develop innovative competency-based education and career programs. Rob Staley, the Director, founded the school in 2003 and started Xtreme Tree Service to engage young people using highly physical work that created job skills and opportunities. It was the school's first micro-business, and Rob continues to lead this project. This program has been a huge success for many years but is limited to the removing trees with some pruning. The grant would allow students to acquire a well-rounded set of arboriculture experiences, given them additional options when they graduate. Currently, the students have a 100% employment rate upon graduation.

Bushelcraft Farm is an educational farm that encourages people to connect around local food, educational opportunities, and building skills and community connections outdoors. Bushelcraft hosted a successful internship program for six high school students from Elkhart and Goshen in the spring of 2022. Jon Zirkle is Bushelcraft's Director and primary educator. Jon has an MS degree in Plant and Soil Science from the University of Vermont. Jon has many years of experience working in education and consulting roles. Jon's experience will be important in supervising students, beginning a tree & plant nursery, and consulting on the design of local food forests. This program, like The Crossing, benefits from the partnership by providing professional skills to students. This grant allows Bushelcraft and its students to learn arboriculture and nursery skills by committing to provide local municipalities with a long-term source of nursery trees and, later, beyond the grant, the general public.

Mennonite Men is a 501 (c)(3) not-for-profit organization and constituent group of Mennonite Church USA. JoinTrees is a program to engage faith communities to plant one million trees. Steve Thomas is an ISA-certified arborist and the US Director of Mennonite Men. He has led large planting projects totaling 300,000 trees domestically and internationally. He has established relationships with local businesses that have committed to plant 60,000 trees in greater Goshen of Elkhart County and provide \$56,250 in matching cash by the end of the grant period. These projects will become learning experiences for high school interns working in the program.

4. Communications Plan:

All worksites will have signage to designate that their program is part of the USDA Forest Service Urban & Community Forestry Inflation Reduction Act. All press releases, promotional materials, and media (social

media, radio, newspaper) will be in English and Spanish and will acknowledge the program, including the advertisement of classes and training offered to the community. Local Spanish media will be included in each media release. In addition, each partner will list the grant affiliation on their website.

The program has also included a budget to hire a professional to document the program through video and also assist with storytelling along the way. All aspects of the storytelling experience will acknowledge the grant funding by name and its importance to the project and the outcomes in this community. Storytelling will also be done in Spanish.

5. Evidence of Disadvantaged Community Status for projects requesting Match Waiver (if applicable):

All work for this grant will work exclusively in Census district areas that are either Justice 40 (Census tracts, 18039000100, 18039002200, 18039002102, 18039001901, 18039002900, 18039001702, 18039001701, 18039002300, 18039002400, 18039001501) which meets both 1 burden threshold AND the associated socioeconomic threshold, OR districts that show Toxic Releases to Air (80% or higher Blockgroups: 180390003011, 180390003025, 180390003022, 180390002023, 180390002022, 180390002011, 180390005021, 180390002012, 180390005014, 180390005011, 180390005013, 180390005024, 180390021012, 180390021024, 180390022021, 180390021021, 180390021024, 180390019015, 180390026002, 180390021022, 180390019011, 180390019013, 180390019012, 180390029002, 180390019021, 180390026005, 180390026003, 180390026001, 180390023003, 180390022024, 180390022022, 180390022023, 180390026004, 180390023001, 180390027003, 180390023002, 180390027002, 180390027001, 180390029001, 180390024004, 180390024001, 180390015012, 180390016013, 180390017024, 180390017025, 180390017023, 180390018012, 180390017011, 180390007023, 180390007013, 180390014013) utilizing the <https://ejscreen.epa.gov/mapper/> mapped on 4/22/2024. Maps included in the documentation.

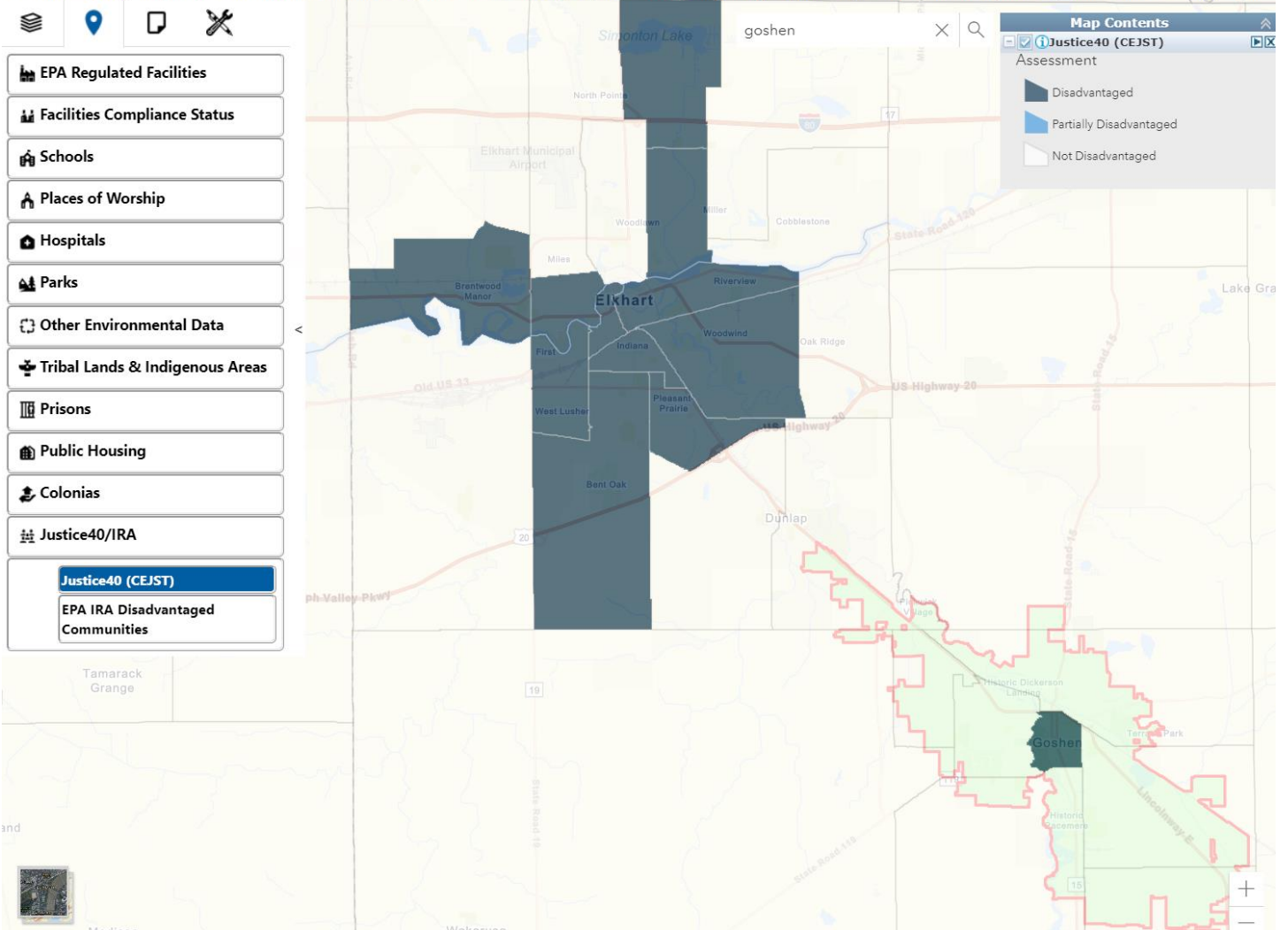
Disadvantaged Communities Include:

Census Tract (or Census Block Group)	EPA EJScreen Disadvantaged Community Indicator
18039000100	CEJST Justice40 Disadvantaged Community
18039002200	CEJST Justice40 Disadvantaged Community
18039002102	CEJST Justice40 Disadvantaged Community
18039001901	CEJST Justice40 Disadvantaged Community
18039002900	CEJST Justice40 Disadvantaged Community
18039001702	CEJST Justice40 Disadvantaged Community
18039001701	CEJST Justice40 Disadvantaged Community
18039002300	CEJST Justice40 Disadvantaged Community
18039002400	CEJST Justice40 Disadvantaged Community
18039001501	CEJST Justice40 Disadvantaged Community
180390003011	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390003025	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390003022	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390002023	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)

180390022024	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390022022	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390022023	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390026004	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390023001	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390027003	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390023002	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390027002	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390027001	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390029001	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390024004	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390024001	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390015012	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390016013	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390017024	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390017025	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390017023	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390018012	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390017011	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390007023	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390007013	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)
180390014013	Supplemental Index: Toxic Releases to Air Supplemental Index (above 80% national percentile)

CEJST Justice 40 Disadvantaged Communities

Please note: Territory data (except Puerto Rico) is not available as comparable to the US. It is only comparable to the territory itself by using the 'Compare to State' functionality. Likewise, some of the indicators may not be



**EXHIBIT 2
BUDGET**

Budget Year(s)

Budget	Amount
Personnel	\$97,800
Fringe Benefits	\$7,483
Travel	\$8,250
Supplies	\$268,815
Contractual	\$617,652
Other	
TOTAL DIRECT EXPENSES	\$1,000,000
Indirect	
TOTAL EXPENSES	\$1,000,000

EXHIBIT 3
SCHEDULE OF REPORTING REQUIREMENTS

PROGRAM PERFORMANCE REPORTS:

Subrecipient shall provide program performance reports using the templates to be provided by American Forests. This report should describe what was accomplished by this Subgrant as of the date of the Subgrant Report, outlining the activities that were undertaken by Subrecipient, the strategic choices that were made as a result of the Subgrant, and achievement of Subgrant Purposes. The report shall identify the Subrecipient's name, UEI, and reporting period covered by the report. The report narrative must include: (1) a comparison of actual accomplishments to the objectives of the Federal award established for the period; (2) an explanation of any problems, delays or unexpected or adverse conditions that prevented establishment of the objectives or that are likely to impair the ability of the Subrecipient to complete the Project Activities; and (3) an explanation of any changes or events that will enable the Subrecipient to complete the Project Activities at less cost, with less time, or with greater than expected results than planned.

In addition to the foregoing, the final Subgrant Report shall address the completion status of all Project Activities. This report should also include any written products (reports, fact sheets, etc.) resulting from Grant activities.

Under the Grant Agreement, American Forests must submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30 and December 31. To enable American Forests to meet this schedule, Subrecipient shall submit its program performance report by July 10 and January 10, respectively.

Subrecipient's final Subgrant Report shall be submitted no later than 60 days after the expiration date of this award. Subrecipient further agrees to provide other data and reports as reasonably requested by American Forests in writing.

FINANCIAL REPORTS:

Subrecipient shall submit Consolidated Financial Reports in the format detailed in Exhibit 4 (subject to modification by American Forests), on a quarterly basis each year, per the following schedule as relevant to the performance period:

January 31	For expenditures from October 1 through December 31
April 30	For expenditures from January 1, through March 31
July 31	For expenditures from April 1 through June 30
October 31	For expenditures from July 1 through September 30

Subrecipient's final Consolidated Financial Report shall be submitted no later than 60 days after the expiration of this award. American Forests reserves the right to request additional financial information to enable completion of its reporting obligations under the Grant.

USDA FOREST SERVICE UCF IRA ACCOMPLISHMENT REPORTING SYSTEM:

Subrecipient shall input data in accordance with the metrics detailed in the UCF IRA Accomplishment Reporting System, which will support ad-hoc real-time report submissions through a mobile-friendly web-based, geospatially-enabled data collection application, or in such other form or method as specified by the Forest Service. The accomplishment data reported should include applicable project and program outcomes and deliverables described in Subrecipient's project narrative. This accomplishment reporting requirement is separate and complementary to the semi-annual performance and financial reports identified above.

**EXHIBIT 4
FINANCIAL REPORTING FORMAT**

Subrecipient shall provide data to American Forests sufficient to enable American Forests to complete Standard Form SF-425 and Federal Financial Report Attachment, SF-425A. Financial reports shall include the following information at a minimum:

SUBAWARD EXPENSES						
Category	(A) Approved Budget	(B) Previously Reported Expenses	(C) Current Quarter Expenses	(D) Cumulative Project Expenses	(E) Budget Remaining (Col A - Col D)	Notes
Personnel						
Fringe Benefits						
Travel						
Supplies						
Contractual						
Other						
Total Direct Charges						
Indirect Charges						
Total						

EXHIBIT 5
FEDERAL SUBAWARD TERMS

- A. **Debarment and Suspension.** Subrecipient is required to comply with 2 C.F.R. Part 180, Subpart C. To the extent Subrecipient is permitted to subaward or subcontract any portion of the work under this Agreement, Subrecipient must verify that each subawardee or subcontractor that is retained by Subrecipient is not excluded or disqualified under the federal System for Award Management, and shall obtain appropriate certifications from each such entity to demonstrate compliance with these requirements and provide such certifications to American Forests upon request. Subrecipient shall require similar certifications from any lower-tiers and provide these to American Forests upon request.
- B. **Telecommunication Equipment and Services.** In accordance with 2 CFR 200.216, Subrecipient is prohibited from obligating or expending grant funds for covered telecommunications or video surveillance equipment or services (as identified therein) to (1) procure or obtain, extend or renew a contract to procure or obtain; (2) enter into a contract (or extend or renew a contract) to procure; or (3) obtain the equipment, services or systems.
- C. **Domestic Preference for Procurements:** To the greatest extent practicable, Subrecipient shall purchase, acquire or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) under the Agreement. In accordance with 2 CFR 200.322, the requirements of this section must be included in all contracts and purchase orders for work or products under this Agreement.
- D. **Contracting.** Subrecipient shall take all necessary affirmative steps to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible as set forth in 2 CFR Section 200.321.
- E. **Prohibition Against Certain Internal Confidentiality Agreements.** Subrecipient may not require its employees or subcontractors, where applicable, seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. Any prohibitions and restrictions of any internal confidentiality agreements inconsistent with this paragraph are no longer in effect.
- F. **Eligible Workers.** Subrecipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324(a)). Subrecipient shall comply with regulations regarding certification and retention of completed forms.
- G. **Safety While Driving.** In accordance with E.O. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” and E.O. 13043, “Increased Seat Belt Use in the United States”, Subrecipient is encouraged to adopt and enforce policies that ban text messaging and using seatbelts while driving vehicles when performing any work on or behalf of the Government.
- H. **Never Contract With The Enemy.** The award terms at 2 CFR 183 are incorporated by reference. Subrecipient is responsible for ensuring that none of the funds provided under this Agreement are provided directly or indirectly to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are

actively engaged in hostilities.

- I. **Trafficking in Persons.** Federal policy prohibits any private entity or private entity employee from engaging in severe form of trafficking in persons, procure a commercial sex act, or use of forced labor in the performance of an award as addressed in 2 CFR 175.15. Subgrantee must inform the Agency immediately of any information you receive from any source alleging a violation of this policy and include the prohibition in any subaward or contract to a private entity for performance of this award. If Subgrantee is a private entity, the this award may be unilaterally terminated, without penalty, if Subgrantee: (1) Is determined to have violated the trafficking prohibition referenced above; or (2) Has an employee who is determined by the Agency to have violated the prohibition through conduct that is either: (i) Associated with performance under this award; or (ii) Imputed to Subgrantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)."

EXHIBIT 6

Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. **Where and when to report.**
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received
 1. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. **Where and when to report.** You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.

- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report.

Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipients five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

- i. in the subrecipient's preceding fiscal year, the subrecipient received
 - 1. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - 2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

- 1. **Federal Agency** means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. ***Non-Federal entity*** means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization

3. ***Executive*** means officers, managing partners, or any other employees in management positions.

4. ***Subaward:***
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. ***Subrecipient*** means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. ***Total compensation*** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

EXHIBIT 7

Whistleblower Notice

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or

A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of

the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **INDOT ROAD CLOSURE PERMIT FOR 2024 4H FAIR PARADE**

DATE: June 27, 2024

The Elkhart County 4H-Fair has requested the closure of various City streets, including a small section of US 33 between Madison Street & Monroe Street on Sunday, July 21, 2024, for the Elkhart County Fair Parade.

The Engineering Department will submit the request to INDOT upon the Board of Public Works & Safety approval and ask the Board to authorize the Mayor to sign the State permit's Hold Harmless indemnity form.

Requested Motion: Authorize the Mayor to sign the State permit's Hold Harmless indemnity form for the Elkhart County 4H Fair Parade.

CONCURRENCE FOR TEMPORARY USE OF CITY OR COUNTY STREETS OR ROADS

TO BE ATTACHED TO PERMIT APPLICATION

Detour of:

SR _____
 US 33

For the Elkhart County 4-H Fair Parade
July 21, 2024

It is agreed that any damages to county roads, city streets, intersections, public, or private property and/or drainage caused by this road closing and/or detour will be the responsibility of the following:

County Highway Commission
 City Street Department
 City Administration
 Town Board
 Others: _____

Signed by:

Mayor:

—OR—

Two (2) members of the Town Board:

—OR—

Two (2) members of the County Highway Department:

The applicant agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, its officials and employees, from any liability due to loss, damage, injuries, or other casualties of whatsoever kind, or by whomsoever caused to the person or property of anyone on or off the right-of-way arising out of, or resulting from, the issuance of this permit or the work connected therewith, or from the installation, existence, use maintenance, condition, repairs, alteration, or removal of any equipment or material, whether due in whole or in part to the negligent acts or omissions of (1) the state, its officials, agents, or employees, or (2) of the applicant, his agents or employees or the persons engaged in the performance of the work, or (3) the joint negligence of any of them: including any claims arising out of the workmen's compensation act or any other law, ordinance, order, or decree. The applicant also agrees to pay all reasonable expenses and attorney's fees incurred or imposed on the State in connections herewith in the event that the applicant should default under the provisions of this paragraph.



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MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **REDESIGN OF THE TENTH STREET CORRIDOR
DESIGN AGREEMENT AMENDMENT NO. 1 (JN: 2022-0037)**

DATE: June 25, 2024

The owner of a vacant lot on Reynold Street has made a development inquiry. Upon evaluation, the lot does not have independent access to the a sewer main, but could if the new Tenth Street sewer were extended east along Reynolds Street from Tenth Street to the first alley east. This extension would also resolve an issue with multiple adjoining properties sharing a sewer lateral.

Goshen Utilities requests the Board approve contract Amendment No. 1 with with JPR to design and permit a short sewer extension east on Reynold Street for a lump sum price of \$11,400.00.

Requested Motion: Move to approved contract Amendment No. 1 with Jones Petrie Rafinski for the Redesign of the Tenth Street Corridor for a lump sum fee of \$11,400.00.

AMENDMENT NO. 1

With Jones Petrie Rafinski for the Redesign of the Tenth Street Corridor in Support of the Ariel Cycleworks Development. (JB No.: 2022-0037)

THIS AMENDMENT is entered into on _____, 2024, which is the last signature date set forth below, by and between **Jones Petrie Rafinski** (“Consultant”), whose mailing address is 325 S. Lafayette Blvd., South Bend, Indiana 46601, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works & Safety (“City”).

RECITALS

- (A) City and Consultant entered into an Agreement on January 10, 2023 for the redesign of the Tenth Street Corridor in support of the Ariel Cycleworks Development.
- (B) The parties wish to amend the Agreement to extend a new sanitary sewer East from the 10th Street and Reynolds Street intersection to provide new services to 708, 710, and 716 Reynolds Street.
- (C) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

SECTION 1. Scope of Services

1.01 The Agreement shall be amended by adding the following Services:

- (A) Update the survey to include East Reynolds Street
- (B) Updating the plans and contract documents:
 - (1) Demolition Plan
 - (2) Traffic Maintenance Plan
 - (3) Plan & Profile
 - (4) Landscape Plan
 - (5) Erosion Control Plan

SECTION 2. Effective Date; Term

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

2.02 All Services shall be completed on or before July 26, 2024.

SECTION 3. Compensation

3.01 City agrees to compensate Consultant the sum of Eleven Thousand Four Hundred Dollars (\$11,400) for performing the Services under this Amendment.

SECTION 4. Original Agreement

In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

SECTION 5. Authority to Execute

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

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

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

Jones Petrie Rafinski

Gina Leichty, Mayor

Andrew Cunningham, PLA, Vice President

Date Signed: _____

Date Signed: _____



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MEMORANDUM

TO: Board of Public Works & Safety

FROM: Engineering Department

RE: **SR 119 STREET CLOSURE FOR KIDS & TEENS TRIATHLON
(JN: 2007-0017)**

DATE: June 27, 2024

The Engineering Department on behalf of the Parks Department is requesting the closure of SR 119 on Saturday, July 6, 2024, from 7:00 AM to 12:00 PM for the Kids' & Teens' Triathlon event.

The closure of SR 119 will be from South 3rd Street to Indiana Avenue. The Goshen Street Department will be assisting in the set up and removal of the barricades.

The Engineering Department has submitted a permit request to INDOT.

Motion Requested: Approve the road closures on Saturday, July 6, 2024, associated with the Kid's & Teens Triathlon and approve the Mayor to sign the State permit's Hold Harmless indemnity form.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member

CONCURRENCE FOR TEMPORARY USE OF CITY OR COUNTY STREETS OR ROADS

TO BE ATTACHED TO PERMIT APPLICATION

Detour of:

SR 119
 US _____

For Kerry's Kids Annual Kids' and Teens' Triathlon
July 6, 2024

It is agreed that any damages to county roads, city streets, intersections, public, or private property and/or drainage caused by this road closing and/or detour will be the responsibility of the following:

- County Highway Commission
 City Street Department
 City Administration
 Town Board
 Others: _____

Signed by:

Mayor:

—OR—

Two (2) members of the Town Board:

—OR—

Two (2) members of the County Highway Department:

The applicant agrees to Indemnify, defend, exculpate, and hold harmless the State of Indiana, its officials and employees, from any liability due to loss, damage, injuries, or other casualties of whatsoever kind, or by whomsoever caused to the person or property of anyone on or off the right-of-way arising out of, or resulting from, the issuance of this permit or the work connected therewith, or from the installation, existence, use maintenance, condition, repairs, alteration, or removal of any equipment or material, whether due in whole or in part to the negligent acts or omissions of (1) the state, its officials, agents, or employees, or (2) of the applicant, his agents or employees or the persons engaged in the performance of the work, or (3) the joint negligence of any of them: including any claims arising out of the workmen's compensation act or any other law, ordinance, order, or decree. The applicant also agrees to pay all reasonable expenses and attorney's fees incurred or imposed on the State in connections herewith in the event that the applicant should default under the provisions of this paragraph.



City of Goshen Kids' and Teens' Triathlon - Closure and Detour Route



0 240 480
 US Feet

The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.

The City of Goshen
 Department of Public Works &
 Safety Office of Engineering
 204 East Jefferson Street, Goshen, Indiana 46528
 Phone: 574-534-2201 Fax: 574-533-8626



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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **CENTER STREET CROSSWALK – TRAFFIC COMMISSION
RECOMMENDATION (JN: 2024-0007)**

DATE: June 27, 2024

The Engineering Department received a request from the Boys and Girls Club to help improve the safety of the 300+ students in attendance each day during the school year. A crosswalk was also requested from the parking lot to the front door area.

The request was brought to the June 20, 2024, Traffic Commission meeting. The Commission voted unanimously with a positive recommendation to make Center Street a one-way street between Summit Street and 7th Street, with striping to be worked out with the Boys and Girls Club. The Commission also voted unanimously with a positive recommendation to install a crosswalk with pedestrian crosswalk warning signs, after the Boys and Girls Club installs an ADA-detectable warning panel. However, the location of warning signs depends on whether Center Street will be one way.

Goshen Engineering will follow up with residents in the area prior to seeking approval from the Board of Public Works and Safety for the designation of Center Street as a one-way road and the installation of crosswalk and signs. The additional information will be provided at the August 8, 2024, Board of Works meeting.



City of Goshen
Boys and Girls Club

Mid-block Crosswalk and Option of One-Way Road



0 15 30
US Feet

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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **REQUEST FOR ADVANCE WARNING SIGN FOR DRIVE – 2120 RIETH BLVD (GOSHEN FAMILY MEDICINE)
(JN: 2024-0007)**

DATE: June 27, 2024

The Engineering Department received a request to install a sign warning traffic that a drive is around the corner, hidden by trees, westbound on Reith Boulevard. Engineering staff assessed the necessary stopping distance and found that if brush was cleared from the side of the road, then a safe sight distance can be achieved for stopping. Although “Blind Drive” and “Hidden Drive” signs have been installed previously, there is no sign currently. According to the 2003 Indiana MUTCD, the Hidden Drive sign was to be used on a “limited basis and only after a field investigation reveals the need”. The request was brought to the June 20, 2024, Traffic Commission meeting. The Commission voted unanimously to recommend against installing the advance warning sign. The Engineering Department will reach out to encourage the property owner to clear brush to improve sight distance.

Requested Motion: Move to deny the request to install a sign warning of an obscured drive on Rieth Boulevard.

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

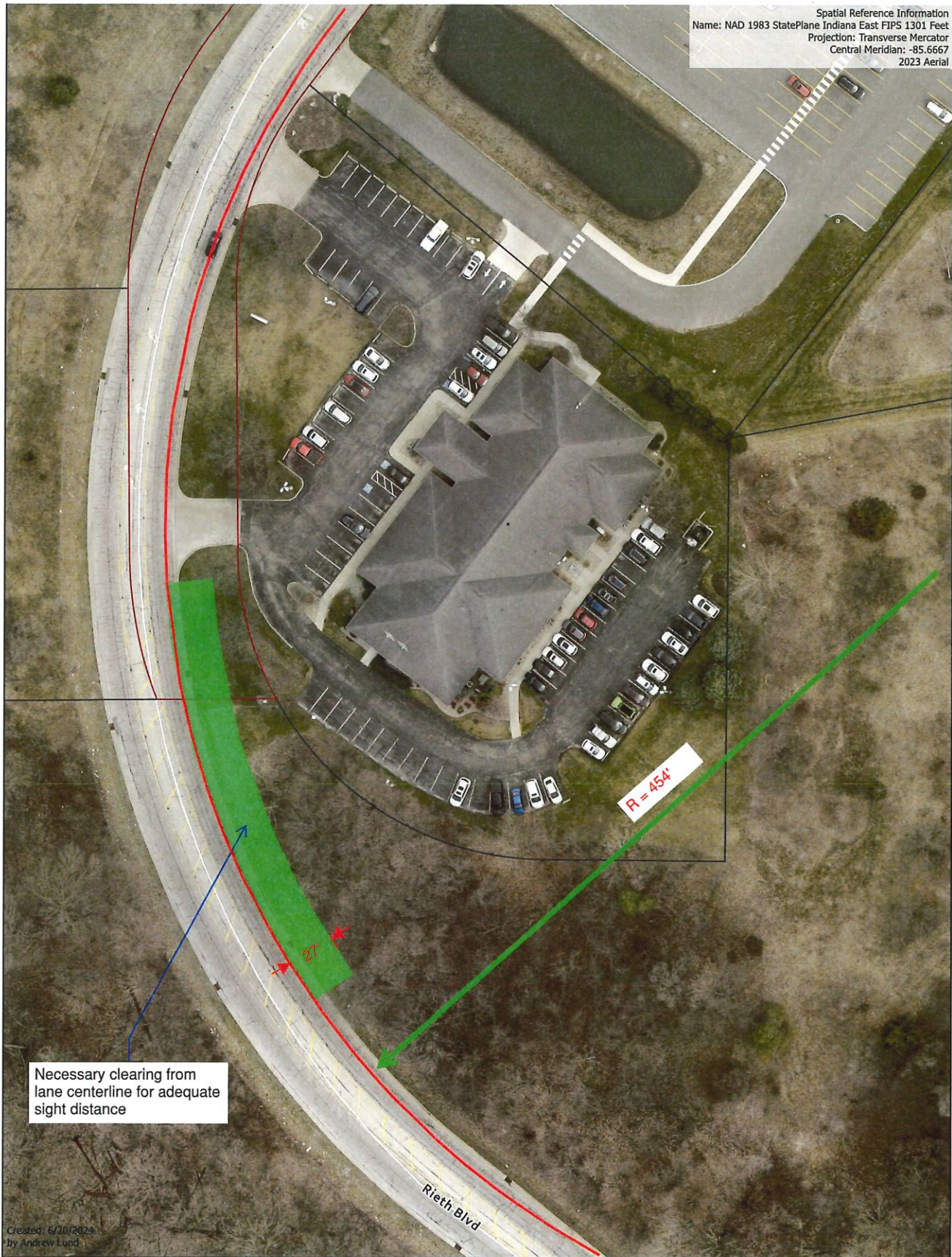
Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



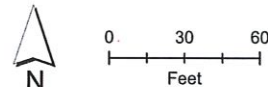
Necessary clearing from lane centerline for adequate sight distance

Created: 6/20/2024
 by Andrew Lund

Legend

- Address
- ROW
- Parcels
- Road Segments
- Public Road
- City Limits
- City Limits

City of Goshen
 2120 Rieth Blvd - Request for
 Hidden Drive Sign



The City of Goshen
 Department of Public Works &
 Safety Office of Engineering
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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: **VIOLETT CEMETERY SUBDIVISION, PHASE II
ACCEPTANCE OF DRAINAGE PLAN (JN: 2023-0021)**

DATE: June 27, 2024

In accordance with the City's Subdivision Control Ordinance No. 3196 Section 512 "Drainage Plan", the City's Engineering Department has reviewed the drainage plan for Violett Cemetery Subdivision, Phase II, located south of Kercher Road and north of Egbert Road. The drainage plan addresses the drainage needs with a combination of drywells, conveyance pipes, and a stormwater retention basin that will provide 1.05 acre-feet of storage.

After due consideration of the proposed drainage plan, the Goshen Engineering Department recommends the Board of Public Works and Safety and Stormwater Board's acceptance of the development's drainage plan.

The record should show the City of Goshen in no way guarantees the proposed drainage improvements will adequately function as designed by the developer's licensed professional. Additionally, the City accepts no liability in conjunction with the acceptance of the drainage plan. If the drainage plan's piping and or stormwater impoundments are found to underperform following construction, the City will seek remedial action be taken by the developer.

City of Goshen
Board of Works & Safety

Gina Leichty, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member

Barb Swartley, Board Member

Orv Myers, Board Member



Rhonda L. Yoder, AICP
PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185
rhodayoder@goshencity.com • www.goshenindiana.org

MEMORANDUM

To: Board of Public Works & Safety
From: Rhonda L. Yoder, Planning & Zoning Administrator
Date: June 27, 2024
RE: Acceptance of Violet Cemetery Phase Two

The secondary subdivision has been submitted and reviewed for Violet Cemetery Phase Two. The purpose of the subdivision is to plat another section of Violet Cemetery as required by State statute.

The plat for Violet Cemetery Phase Two meets the requirements of the Subdivision and Zoning Ordinances, and is consistent with the primary subdivision approved by the Plan Commission in September and October 2012.

The plat for Violet Cemetery Phase Two does not contain dedication of right of way or easements, and there are no improvements associated with the plat, so no bonds are required.

The subdivision drainage plan is being presented to the Board of Works for acceptance on June 27, 2024.

Please accept Violet Cemetery Phase Two and sign the plat.

Requested Motion: Move to accept the Violet Cemetery Phase Two plat.

