



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., August 29, 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: August 8, 2024

Approval of Agenda

- 1) Open sealed bids:** For the purchase and installation of a diesel generator for the Hilltop Booster Station overseen by the Goshen Water and Sewer Department
- 2) Open sealed bids:** For the purchase of two service bodies for the single axle chassis trucks for the Goshen Water and Sewer Department
- 3) Fire Department swearing in:** Kevin A. Mann as Private First Class
- 4) Fire Department request:** Approve the promotion of Daniel Kurtz to EMS Sergeant
- 5) Fire Department request:** Approve the resignation of Megan Berry
- 6) Police Department request:** Approve promotion of Officer Diego Murillo #226 from the position of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to Aug.14, 2024
- 7) Police Department request:** Approve the hiring of Jared Ellison as a reserve police officer, effective Sept. 2, 2024
- 8) Arts on the Millrace request:** Approve "No Parking" on the two closest parking spots on the north side of the powerhouse at Powerhouse Park on Sept. 7, 2024
- 9) Goshen High School Band Boosters request:** Street closures, barricades and parking for the Goshen High School Marching Band Invitational, Sept. 7, 2024
- 10) Bill's Heating requests:** For its new facility, waive the Design Standards and Specifications for Parking and Driveway Surfaces for an expanded parking area and allow for the new pole barn to use sanitary and water services from the main building



- 11) Sunnybrook Excavating request:** Approve closure of Johnston Street, from Sept. 3-7, for a sewer line repair

- 12) Planning & Zoning Department request:** Accept the replat of East College Avenue Industrial Park subdivision plat with dedications and easements

- 13) Planning & Zoning Department request:** Accept the subdivision plat for Lincoln Avenue Subdivision with dedications and easements

- 14) Environmental Resilience Department request:** Authorize Mayor Leichty to sign the contract with Aquatic Weed Control for phragmites removal for \$9,750

- 15) Legal Department request:** Approve and authorize Mayor Leichty to execute the agreement with Cumins, Inc. for inspections and diagnostic testing on 29 City of Goshen generators for a total contract cost of \$38,484

- 16) Legal Department request:** Approve and authorize the Mayor Leichty to execute Amendment Agreement 2 with Peerless Midwest, Inc for additional testing needed for a potential new well field just north of Goshen Airport at a cost of \$61,880

- 17) Legal Department request:** Approve and authorize Mayor Leichty to execute the Agreement and Scope Appendix with Baker Tilly Advisory Group, LP for financial services related to the Shanklin Pool Project Bond

- 18) Legal Department request:** Approve Resolution 2024-22, Approving Revisions to City of Goshen Small Unmanned Aircraft Systems Policy.

- 19) Legal Department request:** Authorize the Police Chief or the Police Chief's designee and the Fire Chief or the Fire Chief's designee to extend a conditional offer of employment to a candidate for employment with the Police Department or Fire Department on behalf of the Board of Public Works and Safety, and to execute a Conditional Offer of Employment Agreement with the individual

- 20) Engineering Department request:** Approve the re-establishment of the "No Truck" designation on Blackport Drive, effective immediately.

- 21) Engineering Department request:** Approve Change Order No. 1 for the Steury Avenue and Lincoln Avenue Reconstruction Project for an addition of 308 days to the contract



22) Engineering Department request: Approve and authorize the Mayor to sign the agreement with Arcadis for \$590,000 to provide design and bid support services for the North Goshen Neighborhoods Service Line Replacement and Utility Upgrades project

Privilege of the Floor

CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:

4:00 p.m., August 29, 2024

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

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

23) Review of the Order of the City of Goshen Building Commissioner for 215 Crescent Street (Cecil J. Bontreger, property owner)

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE AUGUST 8, 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 Aug. 1, 2024 Regular Meeting as prepared by Clerk-Treasurer Richard R. Aguirre. **Board member Mary Nichols moved to approve the minutes as presented. The motion was seconded by Board member Orv Myers. The motion passed 5-0.**

REVIEW/APPROVE AGENDA: Mayor Leichty proposed the additions of agenda items #11, *Fire Department request: Approve the resignation of Sergeant Lucas Wickey* and #12, *Street Department request: Approve the closure of 1st and 2nd Streets, north of Wilden Avenue, Aug. 9-16.* **Board member Nichols moved to approve the agenda as amended. Board member Myers seconded the motion. The motion passed 5-0.**

1) Police Department presentation of the Honorable Service Award to Officer Michael Heckathorn

City Police Patrol Division Chief Ryan Adams said he wanted to bring to the attention of the Board and to the Goshen community the honorable service and creditable actions of **Officer Michael Heckathorn** on May 22, 2024. **Chief Adams** said: "On Wednesday, May 22, Officers were alerted to a person with a gunshot wound who was unconscious and not breathing. Officer Michael Heckathorn and Officer Tanner Warlick were the first to arrive at the Huron Street home to render aid.

"Officer Heckathorn knocked on the door, (and) was met by an armed male who was making threats to cause further damage and harm. Officer Heckathorn placed himself in harm's way while negotiating with the armed male. His actions allowed Officer Warlick to assist two children from the home for waiting officers. Officer Heckathorn continued negotiating with the armed individual so they could render aid to the wounded person but the armed individual would not retreat or end his threats.

"Officer Heckathorn's leadership throughout the incident and organizing of officers assisted in minimizing the danger to the neighborhood. He made many attempts to negotiate for a compliant end by intercom and then by phone with the armed male until relieved by specialists. Officer Heckathorn's actions were immediate and decisive while also maintaining his professional demeanor. It is my opinion, Officer Heckathorn's clear thinking prevented this situation from claiming more lives on this day."

Chief Adams presented the Police Department's Honorable Service Award to Officer Heckathorn for his professional response to a dangerous situation. **Chief Adams** added that the Police Department believes in recognizing officers for their positive actions, with a special focus on outstanding efforts in service to the community and fellow officers.

Mayor Leichty extended her personal thanks and thanks on behalf of the City to **Officer Heckathorn** for his courageous actions which saved two lives on May 22, 2024.

2) Elkhart County Community Corrections presentation to Police Officer James Ballard

Helen Calvin, Executive Director of Elkhart County Community Corrections, told the Board that in April, Elkhart County Community Corrections (ECCC) was attempting to manage a participant who was experiencing a mental health crisis.



Calvin said ECCC had exhausted all its resources to assist the individual other than alerting law enforcement and/or violating the person and returning them to jail. She said ECCC opted to contact **Officer Ballard**, who was eager to work alongside ECCC to help stabilize the person.

Calvin said, "Officer Ballard spent several hours with this participant, helping him de-escalate and stabilize. Without Officer Ballard, the outcome for this individual may have been quite different. She said Officer Ballard has continued to work with ECCC on additional individuals who are experiencing a mental health crisis.

"Officer Ballard is an asset to the community. ECCC would like to present Officer Ballard with a Certificate and Coin as a small token of our appreciation."

Mayor Leichty extended her personal thanks to **Officer Ballard** for all of his work to address behavioral and mental health issues. She added, "It's genuinely appreciated. So, thank you for your service. It's having a major impact."

3) Goshen Farmers Market request: Approve the closure of a portion of Washington Street on Saturday, Sept. 14, 2024 for the celebration of the market's 25th season

Mattie Lehman, board chair of the **Goshen Farmers Market**, asked the Board to permit the closure of Washington Street, from the South 2nd Street intersection west to the entrance of City Parking Lot M, on Saturday, Sept. 14 for the celebration of the market's 25th season. She said the street closure would take place from 7 a.m. to 1:30 p.m. to allow adequate time for set-up and tear down.

Lehman said the market's celebration activities will include food vendors, children's activities, and more. She added that she would be coordinating the closure with the City Street Department.

Nichols/Myers made a motion to permit the closure of Washington Street, from the South 2nd Street intersection west to the entrance of City Parking Lot M, on Saturday, Sept. 14 from 7 a.m. to 1:30 p.m. The motion passed 5-0.

4) Legal Department request: Approve Resolution 2024-18, Designating Certifying Officers for the Environmental Review Responsibility of Department of Housing and Urban Development-Assisted Projects & Resolution 2024-19, Authorizing Signatories for Community Development Block Grant Program Documents

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, told the Board that as a recipient of assistance from the Department of Housing and Urban Development, the City is responsible for completing the environmental review process and ensuring compliance with the National Environmental Policy Act of 1969 and other federal laws. As the chief elected official, the Mayor's position assumes the role of certifying officer.

Marks said Resolution 2024-18 would formally designate and authorize additional positions to serve as certifying officers on behalf of the City, those being the individuals in the position of Planning and Zoning Administrator and the position of Community Development Specialist. The certifying officer executes the request for release of funds and certification, and other documents relative to the City of Goshen's responsibilities for environmental review, decision-making and action applicable to a HUD-assisted project.

Similarly, **Marks** said the Mayor is also authorized to sign documents related to the City's Community Development Block Grant Program. Resolution 2024-19 formally would authorize the individuals in the position of Planning and Zoning Administrator and the position of Community Development Specialist to sign certain documents related to the CDBG Program, including non-discretionary documents necessary to release mortgages and other liens of record once all borrower obligations have been satisfied, and Board-approved subordination agreements.

Nichols/Myers made a motion to adopt Resolution 2024-18, *Designating Certifying Officers for the Environmental Review Responsibility of Department of Housing and Urban Development-Assisted Projects* and Resolution 2024-19, *Authorizing Signatories for Community Development Block Grant Program Documents*. The motion passed 5-0.



5) Legal Department: Approve Resolution 2024-20, Approving New and Revised City of Goshen Police Policies and Repealing Certain Policies

City Attorney Bodie Stegelmann said the Board previously approved Goshen Police Department Policies developed in coordination with Lexipol, LLC. The Police Department and Lexipol staff have identified additional new policies and revisions to existing policies deemed appropriate due to legislative or other changed circumstances.

Stegelmann said attached to Resolution 2024-20 were 99 pages of new and redlined existing policies to show the revisions suggested. If the Board approved Resolution 2024-20, Stegelmann said the redlines would be removed and the policies inserted into the Police Department's Policy Manual in final form.

According to Resolution 2024-20, on Dec. 7, 2020, the Board approved an agreement with Lexipol LLC to review, revise, and keep up-to-date the City of Goshen Police Department's policies. The Board has previously approved Police Department policies developed and suggested by Lexipol LLC, as well as later revisions.

The Board was asked to approve certain new and revised existing policies identified below, and to repeal policies previously approved, separately identified below, effective Aug. 15, 2024:

- 202 Training
- 302 Handcuffing and Restraints
- 303 Control Devices
- 306 Firearms
- 312 Search and Seizure
- 316 Missing Persons
- 317 Public Alerts
- 337 Generative Artificial Intelligence Use (new)
- 401 Bias-Based Policing
- 409 Crisis Intervention Incidents
- 420 Criminal Organizations
- 422 Mobile Audio/Video
- 429 Suspicious Activity Reporting
- 608 Forensic Genetic Genealogy (new)
- 700 Department-Owned and Personal Property
- 701 Personal Communication Devices
- 704 Cash Handling, Security and Management
- 800 Evidence Storage
- 902 Custodial Searches

The Board also was asked, upon the approval of the above-described policies, to repeal the following current City Police Department policies, also effective Aug.15, 2024:

- 202 Training
- 302 Handcuffing and Restraints
- 303 Control Devices
- 306 Firearms
- 312 Search and Seizure
- 316 Missing Persons
- 317 Public Alerts
- 401 Bias-Based Policing



- 409 Crisis Intervention Incidents
- 420 Criminal Organizations
- 422 Mobile Audio/Video
- 429 Suspicious Activity Reporting
- 700 Department-Owned and Personal Property
- 701 Personal Communication Devices
- 704 Cash Handling, Security and Management
- 800 Evidence Storage
- 902 Custodial Searches

Nichols/Myers made a motion to approve Resolution 2024-20, Approving New and Revised City of Goshen Police Department Policies and Repealing Certain Policies, effective Aug. 15, 2024. The motion passed 5-0.

6) Legal Department: Approve Resolution 2024-21, Declaring Surplus and Authorizing the Disposal of Personal Property

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, told the Board that the City's Technology Department wished to dispose of personal property that was no longer needed or was unfit for the purpose for which it was intended. The items were worthless or of no market value.

Marks said Resolution 2024-21 would declare the property as surplus and authorize its disposal in accordance with Indiana Code § 5-22-22-8 by demolishing or junking the following property that was worthless or of no market value:

147 – Hard drives

1 – Power Supply

1 – laptop (sans hard drive)

2 – Mice

1 – Meeting Owl Camera

2 – sticks of RAM

PROCESSOR - SPS# 704030-001

SHARP EL-1801 CALCULATOR 9D033844

ASUS CABLES TOTAL USB SERIAL CABLE

(2) ASUS SATA CABLES

(3) MATROX CABLES

(3) SERVER BOARD - CABLES

(7) HDIMI MONITOR CABLES

(1) AUDIO CABLE

(3) VGA CABLES

(6) SATA CABLES

(1) MONITOR CABLE

(1) SPEAKER CABLE

(1) CASIO HANDHELD CALCULATOR

(1) POSTAL SCALE

SHARP EL-1197P III/ CALCULATOR 12 DIGET, PN: 9D028236

Mayor Leichty said it has been “a long process of clearing up 20 years of ancient components.”

Nichols/Myers made a motion to pass Resolution 2024-21, Declaring Surplus and Authorizing the Disposal of Personal Property. The motion passed 5-0.



7) Legal Department request: Approve the Scoping Agreement with GM Development as presented, and authorize the Mayor to execute the Scoping Agreement

Assistant City Attorney Don Shuler told the Board that he City previously solicited sealed proposals seeking proposals and qualifications for the design, development, and building of the new South Fire Station.

The proposals were received in April. **Shuler** said following interviews by the City selection committee, with the prospective teams that submitted proposals, it was recommended that the City proceed with the team of GM Development, CORE Construction, and BKV Group. This recommendation was approved by the Goshen Redevelopment Commission on June 11, 2024.

Shuler said the attached to the Board's meeting packet was a Scoping Agreement with GM Development for completing design and pre-construction services for the purpose of establishing a guaranteed maximum price for the project, as well as completed construction documents. The costs of the Scoping Agreement will be included in the final agreement for the construction of the new South Fire Station, unless the project is terminated.

According to its proposal, BKV Group will handle overall project management of the design disciplines, as well as architecture, landscape architecture, interior design, and structural/mechanical/electrical engineering with its in-house staff. GM Development has contracted directly with a civil engineer, with whom BKV Group will coordinate its efforts. BKV Group will also coordinate with the City's construction manager, CORE Construction.

Scope of Work:

The project scope consists of the design, documentation, and construction administration services for a new 13,700 square feet, three bay, six bunk fire station on 8.14 acres at 17120 County Road 40 in Goshen.

Scope of Services:

- A. **Schematic Design** – Will meet with the client team to confirm the space needs program and overall goals for the project are in alignment with the original goals and needs identified during the original study. It is assumed for this proposal that any changes to the original concept will be minor as it is currently 33% done with SD. It will conduct the following Workshops as described in the April 25th detailed proposal:
 - o Workshop 1: Kick-off / Programming
 - o Workshop 2: Floor Plan Options / tweaks to original Concept
 - o Workshop 3: Revised Site / Floor Plans
 - o Workshop 4: Exterior Concept and Systems
 - o Workshop 5: Exterior Concept tweaks
 - o Workshop 6: Review Cost Estimate
- B. **Design Development** – At Notice to Proceed, the City will select a plan and elevation concept for the Storage Building to move forward with. BKV Group will lead the following workshops to discuss several aspects of the project in detail:
 - o Workshop 7: Deep Dive into the Site
 - o Workshop 8: Deep Dive into the Dirty Side
 - o Workshop 9: Deep Dive into the Clean Site
 - o Workshop 10: Cost Control Exhibit B
- C. **Construction Documents** – During this phase, BKV Group will prepare technical drawings and specifications as necessary for permit approval, bidding, and construction. Disciplines included will be landscape architecture, architecture, interior design, structural engineering, mechanical engineering, and electrical engineering. BKV will conduct the following workshops:
 - Workshop 11: Mid CDs I
 - Workshop 12: Mid CDs II



D. **Bidding Phase** – BKV Group will participate in a pre-bid walkthrough, will answer sub-contractor questions, review substitution requests, release Addenda and help review bids. BKV Group will help with the permitting process by submitting the drawings and answering any comments in a timely manner.

E. **CA Phase** – During construction, BKV Group will review submittals, answer RFIs, review pay applications, and observe the progress of construction (assuming twelve site visits). Its scope also includes, preparing ASI's, reviewing CR's and PR's, preparation of the punch list, and an 11-month warranty walkthrough.

COMPENSATION: The proposed total fee for the Scope of Work and Scope of Services as stated above is based on 8.26% of the estimated construction cost of \$5,300,000 and broken down as follows:

- Schematic Design already complete (33%) \$*21,670
- Schematic Design remaining (67%) \$44,000
- Design Development \$87,550
- Construction Documents \$175,110
- Bidding \$21,900
- Construction Administration \$87,550
- **Total \$416,110**

SCHEDULE: The design phases is expected to last about 10 months (more if re-conceiving the plan and/or elevations), that bidding will take approximately two months, and that construction will take 12 months.

Nichols/Myers made a motion to approve the Scoping Agreement with GM Development as presented, and authorize the Mayor to execute the Scoping Agreement. The motion passed 5-0.

8) Environmental Resilience Department request: Approve the workforce development contract between the City of Goshen and Bushelcraft totaling \$318,732

Theresa Sailor, Grant Writer and Educator for the City Environmental Resilience Department, told the Board that she was presenting a workforce development contract with **Bushelcraft Farm** as presented in the Urban and Community Forestry Grant Agreement.

Sailor said Bushelcraft will provide workforce development to paid high-school student interns in disadvantaged districts. Bushelcraft will establish and maintain a tree nursery that will prioritize providing free tree stock to local municipalities and organizations. Federally purchased supplies and tree stock shall go exclusively to disadvantaged community districts in Elkhart County.

In a Aug. 6 memorandum to the Board, **Sailor** indicated that the maximum allowable wage expenses for reimbursement are \$232,632. Bushelcraft also can access up to \$65,000 in non-plant supplies, \$11,100 in trees, shrubs, and plants, and \$10,000 for fencing. The City will act as the purchaser for supplies, plants, and fencing.

Sailor wrote that the project supports the State Forest Action Plan to “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.”

John Zirkle, executive director of Bushelcraft, said the organization serves Goshen, Elkhart and South Bend and hopes to hire five or more youth over three years for this program. Many of the trees grown will be planted in Goshen.

Nichols/Myers made a motion to approve the contract between Bushelcraft and the City of Goshen totaling \$318,732.12 months. The motion passed 5-0.



9) Engineering Department request: Approve the closure of East Lincoln Avenue, from Rock Run Creek to just east of Olive Street, from Aug. 12 to Nov. 15, 2024

City Project Manager Andrew Lund told the Board that Niblock Excavating requested permission to close East Lincoln Avenue, from Rock Run Creek to just east of Olive Street, starting Aug. 12 until Nov. 15, 2024.

Lund said the road will be closed for Niblock to install underground utilities and reconstruct the roadway as part of the City's Lincoln Avenue and Steury Avenue Reconstruction project. He said traffic will be detoured via Steury Avenue, Middlebury Street, Main Street, and Lincoln Avenue. All appropriate traffic control devices will be utilized.

Nichols/Myers made a motion to approve the closure of East Lincoln Avenue, from Rock Run Creek to just east of Olive Street, from Aug. 12 to Nov. 15, 2024. The motion passed 5-0.

10) Engineering Department request: Approve changing Center Street to a one-lane, one-way roadway between Summit Street and North 7th Street, and the installation of a mid-block crosswalk and related signs

City Project Manager Andrew Lund told the Board that the Engineering Department received a request from the Boys and Girls Club to help improve the safety of the students crossing Center Street in front of their building. A crosswalk was requested, as well as the change of Center Street to a one-lane, one-way roadway, from Summit Street to North 7th Street.

Lund said the request was brought to the June 20, 2024 meeting of the Traffic Commission, which voted unanimously to make Center Street a one-way street between Summit Street and 7th Street and install a mid-block crosswalk with pedestrian crosswalk warning signs.

Lund said Goshen Engineering sent letters to six neighboring properties, as well as to Goshen Community Schools, to seek their input. Two responses were received in favor of the change of Center Street to a one-lane, one-way roadway between Summit Street and North 7th Street.

Lund said Goshen Engineering staff were in favor of the change and recommend approval to the Board of Works.

Natalie Jerlecki, the area director of the Goshen Boys and Girls Club, requested converting Center Street to one-way traffic to improve the safety of the road for children.

Nichols/Myers made a motion to approve the change of Center Street to a one-lane, one-way roadway between Summit Street and North 7th Street, and the installation of a mid-block crosswalk, along with related signs. The motion passed 5-0.

11) Fire Department request: Approve the resignation of Sergeant Lucas Wickey

City Fire Chief Dan Sink told the Board that after serving the Goshen Fire Department and Goshen community since Nov. 4, 2019, **EMS Sergeant Lucas Wickey** has submitted his resignation, effective Aug. 16, 2024.

Chief Sink said, "We have enjoyed working with Lucas during his time at GFD and appreciate his service to our community. Our GFD family would like to wish Lucas and his family the very best in their new endeavors."

Chief Sink distributed to Board members a Aug. 7, 2024 memorandum requesting the approval of EMS Sergeant Lucas Wickey's resignation (EXHIBIT #1).

Nichols/Myers made a motion to accept the resignation of EMS Sergeant Lucas Wickey, effective Aug. 16, 2024. The motion passed 5-0.

12) Street Department request: Approve the closure of 1st and 2nd Streets, north of Wilden Avenue, from Aug. 9-16, 2024

City Street Commissioner David Gibbs told the Board that the City Street Department will be paving 1st, 2nd and 3rd streets, north of Wilden Avenue and Alley 304, which runs parallel to Wilden. He said multiple steps must be taken before the final surface is placed, including the full depth replacement of portions of 1st and 2nd streets.



Gibbs said these closures will have minimal impact on residents as only one resident accesses a driveway on 1st Street, and that access will remain in place, as the boundaries of the work will not interfere with the driveway. He said the Street Department plans to complete the full depth replacement by Aug. 16, weather permitting, and will alert residents 24 hours in advance during the duration of the project of any possible disturbances to their schedules and services. Gibbs asked the Board to approve the road closures Aug. 9-16, 2024.

Gibbs presented the Board with a memorandum on Aug. 8, 2024 requesting the closure of 1st and 2nd streets, north of Wilden Avenue, from Aug 9-15, 2024 (EXHIBIT #2).

Nichols/Myers made a motion to approve the closure of 1st and 2nd streets, north of Wilden Avenue, from Aug. 9-16, 2024. The 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 4:35 p.m.

Don Riegsecker of Goshen thanked the City Street Department for responding to a concern on the west side of town and for taking care of the situation very quickly.

On behalf of the Goshen Art House, 216 South Main Street, Clerk-Treasurer Aguirre asked the Board to approve the use of parking spaces in front of multiple downtown locations on Saturday, Aug. 24, from 9 a.m. to 4 p.m., for musicians to more easily load equipment into and out of vehicles during the annual BYOB (Build Your Own Band) Festival.

Amanda Rose, a board member of the Art House, emailed the Clerk-Treasurer a request for the use of two parking spaces: on the east side of Main Street, in front of 216 South Main St. (Goshen Theater); one parking space on the west side of Main Street, in front of 227 South Main St. (Elephant Bar); one parking space on the west side of Main Street in front of 219 South Main St. (Constant Spring); two parking spaces on the north side of Lincoln Avenue in front of 113 East Lincoln Ave. (GoDance Studio); and one parking space on the north side of Lincoln Avenue in front of 109 East Lincoln Ave. (Daycap/Common Spirits).

Rose wrote that the affected businesses have all been notified and have agreed to the blocking off these parking spaces. She also indicated that the Art House was requesting signs and traffic cones to block anyone from parking in these spaces from 9 a.m. to 4 p.m. on Aug. 24.

Street Commissioner David Gibbs said he approved of the request.

Nichols/Myers made a motion to approve the request from Goshen Art House to close multiple parking spaces in downtown Goshen on Saturday, Aug. 24, from 9 a.m. to 4 pm., for the Build Your Own Band Festival. The motion passed 5-0.

At Mayor Leichty's request, City Director of Public Works & Utilities Dustin Sailor provided a brief update on the repair work on Denver Avenue. He said after an assessment, repair work is progressing.

Mayor Leichty closed Privilege of the Floor at 4:40 p.m.

Approval of Civil City and Utility Claims

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



Adjournment

Mayor Leichthy adjourned the Board of Public Works and Safety meeting at 4:41 p.m.

EXHIBIT #1: An Aug. 7, 2024 memorandum requesting the approval of EMS Sergeant Lucas Wickey's resignation, which was distributed to Board members by City Fire Chief Dan Sink.

EXHIBIT #2: An Aug. 8, 2024 memorandum to the Board from Street Commissioner David Gibbs requesting the closure of 1st and 2nd streets, north of Wilden Avenue, from Aug 9-15.

APPROVED:

Mayor Gina Leichthy

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

August 29, 2024

To: Board of Public Works and Safety

From: Brandy Toms, Paralegal

Subject: Open sealed bids for purchase and installation of a diesel generator for the Hilltop Booster Station.

On behalf of the Goshen Water & Sewer Department, the City solicited sealed quotes for the purchase and installation of a diesel generator for the Hilltop Booster Station in accordance with Indiana Code § 5-22-8-3. Sealed quotes were due today at 3:45pm. Legal asks that the Board of Public Works & Safety open any and all sealed quotes submitted for consideration and return all bid packages to Legal for review.

Suggested Motion:

Move to forward all bids received for the purchase and installation of a diesel generator for the Hilltop Booster Station be given to the Legal Department for review.



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

August 29, 2024

To: Board of Public Works and Safety

From: Brandy Toms, Paralegal

Subject: Open sealed bids for purchase of Two (2) Service Bodies for Single Axle chassis.

On behalf of the Goshen Water & Sewer Department, the City solicited sealed quotes for the purchase of two (2) service bodies for the single axle trucks on order in accordance with Indiana Code § 5-22-8-3. Sealed quotes were due today at 3:45pm. Legal asks that the Board of Public Works & Safety open any and all sealed quotes submitted for consideration and return all bid packages to Legal for review.

Suggested Motion:

Move to forward all bids received for the purchase of two (2) service bodies for the single axle chassis on order to the Legal Department for review.



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: August 29, 2024
Subject: Swearing in of Kevin A. Mann

On July 11, 2024, the Board of Public Works and Safety approved the promotion of Kevin A. Mann as Private First Class for the Goshen Fire Department, retroactive to April 10, 2024.

City Fire Chief Dan Sink told the Board that Kevin A. Mann completed his probationary year at the Goshen Fire Department on April 10, 2024. Based on his performance and recommendations from his shift Battalion Chief and Training Officer, Chief Sink asked the Board to approve Mann's promotion.

Because he was unavailable on July 11, Kevin A. Mann's swearing in by Mayor Leichty has been delayed until Aug. 29. 2024.



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN
209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185
dannysink@goshencity.com • www.goshenindiana.org

August 22, 2024

To: Board of Works and Public Safety

RE: Promotion of Daniel J. Kurtz to EMS Sergeant

From: Fire Chief Danny Sink

Daniel Kurtz has passed all the required tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Daniel to the rank of EMS Sergeant for the Goshen Fire Department retroactive August 17, 2024. Thank you



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN
209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185
dannysink@goshencity.com • www.goshenindiana.org

August 22, 2024

To: Board of Works and Public safety

RE: **Firefighter Megan Berry Resignation**

From: Fire Chief Danny Sink

After serving the Goshen Fire Department and Goshen community since November 22, 2024, Firefighter/Paramedic Megan Berry has submitted her resignation, **effective September 22, 2024**.

We have enjoyed working with Megan during her time at GFD and appreciate her service to our community. Our GFD family would like to wish Megan the very best in her new endeavors.



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Gina Leichty
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member Orv Myers

Date: August 29th, 2024

From: Jose' Miller, Chief of Police

Reference: The Promotion of Officer Diego Murillo #226 from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Officer Diego Murillo #226 from the position of Probationary Patrol Officer to the rank of Patrol Officer retroactive to August 14th, 2024. On August 14th, 2024, Officer Murillo completed his twelve (12) month probationary period. Officer Murillo has demonstrated he will be a great addition to the Goshen Police Department and to this community.

Murillo will be present for the Board of Works Meeting.

Respectfully,

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety

Mayor Gina Leichty
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member Orv Myers

Date: August 29th, 2024

From: Chief Jose' Miller

Reference: Hiring of Jared A. Ellison as a Reserve Police Officer

I am requesting the Goshen Board of Public Works and Safety **approve the hiring of Jared Ellison as a reserve police officer effective Monday September 2nd, 2024.** Jared Ellison resigned from the Goshen Police Department on December 22nd, 2023 to work full-time in the private sector. Jared resigned in good standing with the department as a Lieutenant assigned to midnight shift, and as a member on the Elkhart County S.W.A.T. team. Recently Jared contacted us and expressed his desire to return to our department as a reserve police officer. Goshen Police Department is honored to have the opportunity to hire Jared as a reserve officer to once again serve our community.

Respectfully,

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



September 7, 2024

August 14th, 2024

Arts on the Millrace would like to request "No Parking" on the two closest parking spots on the north side of the powerhouse at Powerhouse Park.

These spots will be used to load-in and load-out bands throughout the day.

Adrienne Nesbitt

Festival Director

adriennean@gmail.com

CRIMSON MARCHING BAND

Goshen High School (574) 533-8651 Ext. 5120

Director Tom Cox & Director Josh Kaufman

tcox@goshenschools.org & jkauffman@goshenschools.org

401 Lincolnway E.

August 25, 2024

Dear Members of the City of Goshen Board of Public Works and Safety,

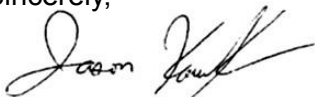
This letter and attached map are a formal request from the Goshen High School Band Boosters for the closure of the following public streets for the upcoming Goshen Marching Band Invitational to be held at Goshen High School on Saturday, September 7th. We are making this request for the safety of the students and volunteers that will be attending this event. Since we utilize the entire campus for this Invitational, students' movement across these streets is necessary. Twenty-Five (25) marching bands from around the region will begin performing in mid-afternoon as the schedule is still being finalized. Preparations for the Invitational and the arrival of each participating school will begin in the morning, therefore, we request street closure no later than 10:00 a.m. The event will conclude shortly after 9:30 pm, with all participants leaving no later than 11:00 p.m. and clean-up completed no later than midnight. We hope to have a police officer present before, during, and after the event.

The streets that we request closure on are as follows:

1. East Purl Street from 9th Street east to the school campus.
2. 10th Street from the intersection of 10th and Madison Street to Plymouth Avenue, which would include the closure of the intersection with East Reynolds Street.
3. We also request permission to utilize the areas yet to be developed at the Ariel Cycleworks site between Douglas Street and Plymouth Avenue on the west side of 10th Street for spectator parking. This request has been discussed with the Engineering Department, Street Department, and Niblock Excavating and agreement for this request has been given.

We will make sure that we have a member of the Boosters present at the Board of Works meeting to answer any questions you may need. Any questions before the meeting may be directed to me at (574) 606-4064. Thank you in advance for your consideration.

Sincerely,



Jason Kauffman

Goshen High School Band Boosters Representative

Goshen Marching Band Invitational Saturday, September 7, 2024 Road Closure Request Map



August 22, 2024

City of Goshen Board of Works
202 South 5th Street
Goshen, IN 46528

RE: **BOARD OF WORKS REQUESTS**

Bill's Heating – Dierdorff Road
2526 Dierdorff Road

Dear Board of Works:

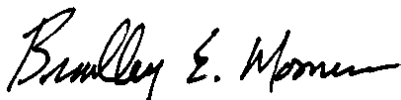
On behalf of the property owner, SKR Investments, LLC, please find below the following requests for a new Bill's Heating Facility located at the corner of Dierdorff Road and Kercher Road. The existing building will be expanded, and a new free-standing pole barn is planned to be constructed on the northeast side of the property. To facilitate this process, we request the City of Goshen Board of Works:

1. To waive the Design Standards and Specifications for Parking and Driveway Surfaces. The existing stone area will be expanded to the northeast between the new pole barn and property line as shown on the attached Site Development Plan that is currently being reviewed by the City's Technical Review Committee. The additional stone will provide a surface for trucks to utilize when maneuvering into the new loading dock on the east side of the main building addition.
2. To allow for the new pole barn to use sanitary and water services from the main building.

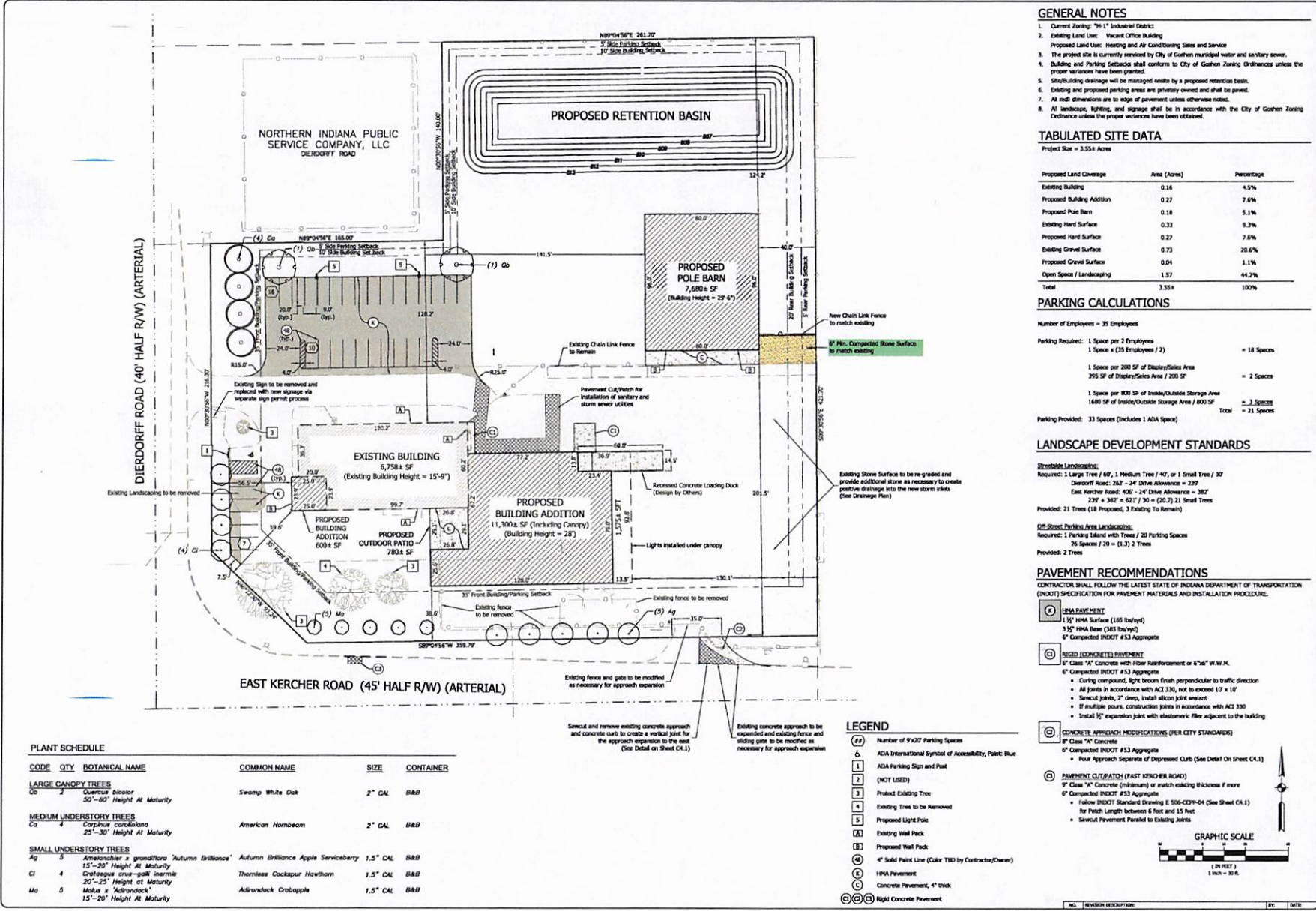
We respectfully request these items to be placed on the August 29th Board of Works agenda, if possible, to discuss this matter. If you have any questions regarding this request, please contact me at (574) 314-1024 or by email at bmosness@abonmarche.com.

Thank you for your time and consideration.

Sincerely,
ABONMARCHE CONSULTANTS, INC.



Bradley E. Mosness, PE
Vice President / Goshen Office Director



GENERAL NOTES

1. Current Zoning: "M-1" Industrial District
2. Existing Land Use: Vacant Office Building
3. Proposed Land Use: Heating and Air Conditioning Sales and Service
4. The project site is currently serviced by City of Gothen municipal water and sanitary sewer.
5. Building and Parking Setbacks shall conform to City of Gothen Zoning Ordinances unless the proper variances have been granted.
6. Site/Building drainage will be managed onsite by a proposed retention basin.
7. Existing and proposed parking areas are primarily owned and shall be paved.
8. All inch dimensions are to edge of pavement unless otherwise noted.
9. All landscape, lighting, and signage shall be in accordance with the City of Gothen Zoning Ordinance unless the proper variances have been obtained.

TABULATED SITE DATA

Project Size = 3.554 Acres

Proposed Land Coverage	Area (Acres)	Percentage
Existing Building	0.16	4.5%
Proposed Building Addition	0.27	7.6%
Proposed Pole Barn	0.18	5.1%
Existing Hard Surface	0.33	9.3%
Proposed Hard Surface	0.27	7.6%
Existing Gravel Surface	0.73	20.6%
Proposed Gravel Surface	0.04	1.1%
Open Space / Landscaping	1.57	44.3%
Total	3.554	100%

PARKING CALCULATIONS

Number of Employees = 35 Employees

Parking Required:

- 1 Space per 2 Employees = 18 Spaces
- 1 Space x (25 Employees / 2) = 12.5 Spaces
- 1 Space per 200 SF of Display/Sales Area = 2 Spaces
- 395 SF of Display/Sales Area / 200 SF = 2 Spaces
- 1 Space per 800 SF of Inside/Outside Storage Area = 3 Spaces
- 1680 SF of Inside/Outside Storage Area / 800 SF = 2.1 Spaces

Parking Provided: 33 Spaces (Includes 1 ADA Space)

LANDSCAPE DEVELOPMENT STANDARDS

Streetable Landscaping:
 Required: 1 Large Tree / 40', 1 Medium Tree / 40', or 1 Small Tree / 30'
 Dierdorff Road: 28' - 24' Drive Allowance = 229'
 East Kercher Road: 40' - 24' Drive Allowance = 382'
 229' + 382' = 611' / 30' = (20.7) 21 Small Trees
 Provided: 21 Trees (18 Proposed, 3 Existing To Remain)

Off-Street Parking Area Landscaping:
 Required: 1 Parking Island with Trees / 20 Parking Spaces = 26 Spaces / 20 = (1.3) 2 Trees
 Provided: 2 Trees

PAVEMENT RECOMMENDATIONS

CONTRACTOR SHALL FOLLOW THE LATEST STATE OF INDIANA DEPARTMENT OF TRANSPORTATION (INDOT) SPECIFICATION FOR PAVEMENT MATERIALS AND INSTALLATION PROCEDURE.

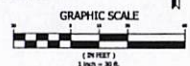
- (C) HMA PAVEMENT**
 - 1 1/2" HMA Surface (165 lbs/cy)
 - 3 1/2" HMA Base (285 lbs/cy)
 - 6" Compacted INDOT #53 Aggregate
- (C) RIGID (CONCRETE) PAVEMENT**
 - 6" Class "A" Concrete with Fiber Reinforcement or 6"x6" W.W.M.
 - 6" Compacted INDOT #53 Aggregate
 - Curing compound, light brown finish perpendicular to traffic direction
 - All joints in accordance with ACI 308, not to exceed 10' x 10'
 - Sawcut joints, 2" deep, install silicon joint sealant
 - If multiple pours, construction joints in accordance with ACI 308
 - Install 1/2" expansion joint with elastomeric filler adjacent to the building
- (C) CONCRETE APPROACH MODIFICATIONS (PER CITY STANDARDS)**
 - 6" Class "A" Concrete
 - 6" Compacted INDOT #53 Aggregate
 - Four Approach Separate of Depressed Curb (See Detail On Sheet C4.1)
- (C) PAVEMENT CUT/PATCH (EAST KERCHER ROAD)**
 - 6" Compacted INDOT #53 Aggregate
 - 6" Class "A" Concrete (minimum) or match existing thickness if more
 - Follow INDOT Standard Drawing E 504-CDP-04 (See Sheet C4.1)
 - For Patch Length between 6 feet and 15 feet
 - Sawcut Pavement Parallel to Existing Joints

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
LARGE CANOPY TREES					
Qa	2	<i>Quercus bicolor</i>	Swamp White Oak	2" CAL	B&B
MEDIUM UNDERSTORY TREES					
Ca	4	<i>Corylus corniculata</i>	American Hornbeam	2" CAL	B&B
SMALL UNDERSTORY TREES					
Ag	3	<i>Amelanchier x grandiflora</i> 'Autumn Brilliance'	Autumn Brilliance Apple Serviceberry	1.5" CAL	B&B
Cl	4	<i>Crotopalea crue-galli</i> 'interim'	Thornless Cockspur Hawthorn	1.5" CAL	B&B
Ma	5	<i>Malus x 'Adirondack'</i>	Adirondack Crabapple	1.5" CAL	B&B

LEGEND

- (P) Number of 5'x20' Parking Spaces
- ADA International Symbol of Accessibility, Point: Blue
- ADA Parking Sign and Post (NOT USED)
- Protect Existing Tree
- Existing Tree to be Removed
- Proposed Light Pole
- Existing Wall Pack
- Proposed Wall Pack
- 4" Solid Point Line (Color TBD by Contractor/Owner)
- HMA Pavement
- Concrete Pavement, 4" thick
- High Concrete Pavement



ABONMARCHÉ
 1000 W. 10th St.
 Gothen, IN 46728
 Phone: 317.462.1111
 Fax: 317.462.1112
 Email: info@abonmarche.com

BILL'S HEATING
 3528 DIERDORFF ROAD
 GOETHEN, IN 46728

PRELIMINARY SITE PLAN

SHEET TITLE: _____

DRAWN BY: EDM

DESIGNED BY: EDM

PK REVIEW: BSM

DATE: 08-07-2024

SCALE: 1" = 30'

NO. REVISION DESCRIPTION: _____

DATE: 24-07-2024

SHEET NO: **C1.0**



SUNNY BROOK

EXCAVATING

MIDDLEBURY, INDIANA
574-370-4739

To: Board of Public Works & Safety

Date: Aug. 29, 2024

We are requesting a road closure of Johnston Street from September 3rd through the 7th for a sewer line repair.


Goshen Engineering - Delgado - Johnston Street Road Closure

Sailor, Dustin <dustinsailor@goshencity.com>

Mon 8/26/2024 3:56 PM

To:sunnybrookexc@gmail.com <sunnybrookexc@gmail.com>

Cc:Sailor, Dustin <dustinsailor@goshencity.com>;Bontrager, Matthew <matthewbontrager@goshencity.com>;Hetler, Tara <tarahetler@goshencity.com>;Beard, Matt <mattbeard@goshencity.com>;Shepherd, Marv <marvshepherd@goshencity.com>;Lund, Andrew <andrewlund@goshencity.com>

 1 attachments (3 MB)

Johnston Street Road Location - Location of Sewer Repair.pdf;

Devon:

Your right-of-way permit has been reviewed, and a markup is attached for your immediate use. The markup includes what the City anticipate as the traffic control plan that is necessary to close Johnston Street in the proposed location. Your official right-of-way permit will be found on the City's portal.

I am providing this complimentary copy in advance because tomorrow morning, you will need to submit your road closure request to the Clerk-Treasurer's office to be placed on the Board of Works agenda for this coming Thursday at 4:00 pm. The request should be submitted to the Clerk-Treasurer's office by no later than 10:00 am. Submit the request to clerktreasurer@goshencity.com, and I recommend following up on the email request with a phone call to confirm it was received.

Regards,

Dustin K. Sailor, P.E. (IN & MI)
Director of Public Works & Utilities
City of Goshen
204 E. Jefferson Street, Goshen, IN 46528
Ph: 574.534.2201 * Cell: 574.202.0062



Work Plan: Adjust the sewer line out of the manhole. A 10'x25' excavation is anticipated. Work with Johnston Street's pavement will occur.

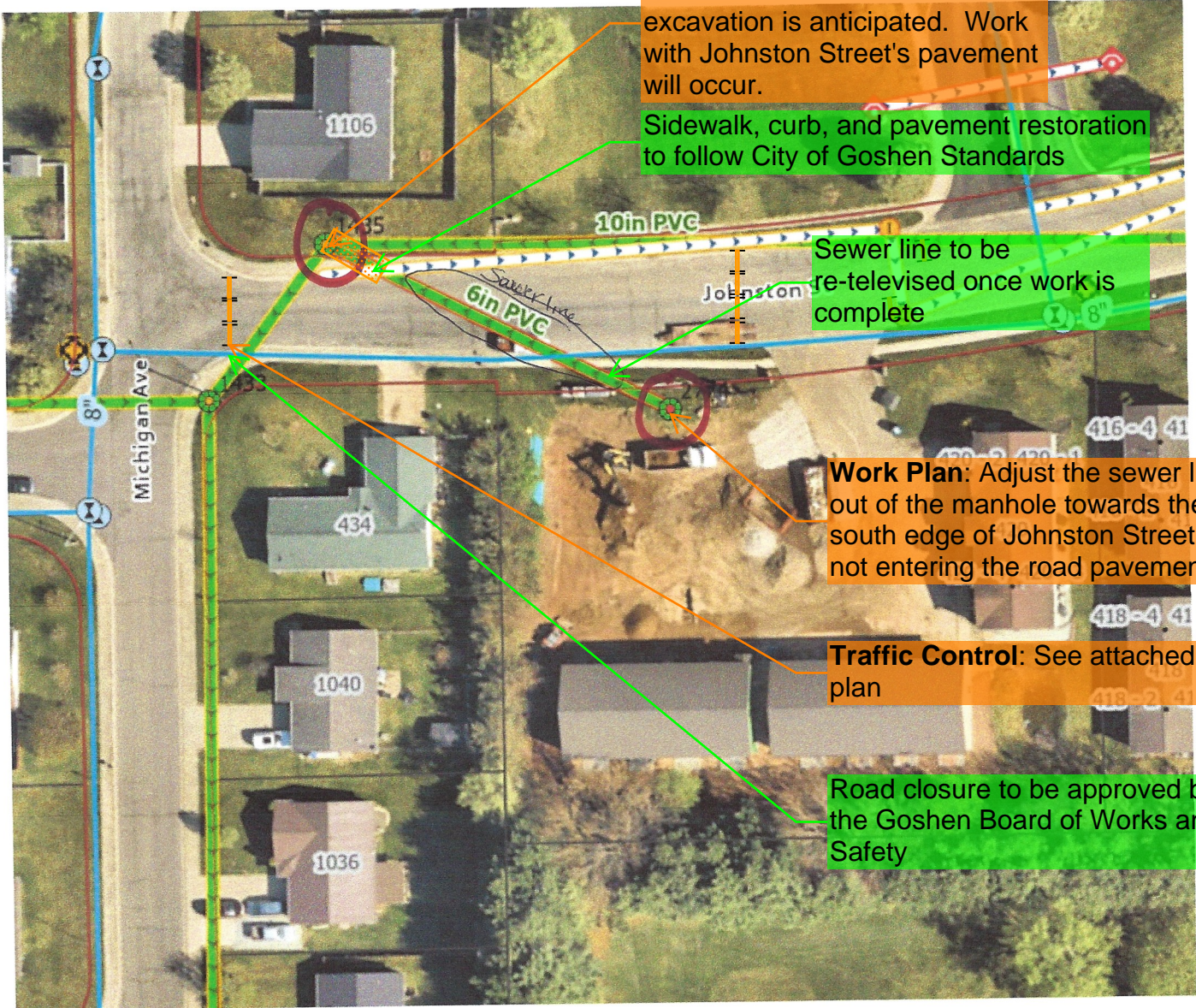
Sidewalk, curb, and pavement restoration to follow City of Goshen Standards

Sewer line to be re-televised once work is complete

Work Plan: Adjust the sewer line out of the manhole towards the south edge of Johnston Street, but not entering the road pavement

Traffic Control: See attached plan

Road closure to be approved by the Goshen Board of Works and Safety



I used closest address so yes 420
Johnson St is correct. Sewer line is
Where I circled the 6in PVC. red
Circles is Excavation.

Contractor Notes (Added by City based on phone call with Devon on 8/26/24)

City of Goshen permit comments

CITY OF GOSHEN REVIEW ENGINEERING

REVIEWED BY: D. SAILOR, P.E.

REVIEW DATE: 08/26/2024

REVIEW STATUS: SUFFICIENT AS NOTED

JOHNSTON STREET TRAFFIC CONTROL PLAN

Notification: Advance notification to the following agencies will be required:

1. 911 Dispatch (Goshen Police & Fire)
2. Borden Trash Service (Wednesday Collection)
3. Goshen Community Schools, Transportation
4. Resident

Requested Street Closure: This road closure requires the approval of the Board of Works and Safety. Present this sheet to the Clerk-Treasurer along with a closure request highlighting the closure dates requested. A representative should be present to answer the Board's questions.

Requests should be into the Clerk-Treasurer's Office by 10 am the Tuesday before the Thursday 4:00 PM meeting.





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: August 29, 2024
RE: Replat of East College Avenue Industrial Park - Acceptance of Subdivision Plat

The Replat of East College Avenue Industrial Park is a four-lot industrial subdivision, to replat the existing four-lot East College Avenue Industrial Park subdivision to add land, add new easements and modify existing easements. The subject property contains ±331.52 acres, and is generally located east of Lincolnway East and east of the railroad, on both sides of College Avenue (CR 36), zoned Industrial M-1.

The subdivision meets the Zoning Ordinance and Subdivision Ordinance requirements, and is consistent with the primary subdivision approved by the Plan Commission on May 21, 2024.

The subdivision drainage plan accepted by the Board of Works on July 11, 2022, included the land that is being added by the replat, so no new subdivision drainage plan is required.

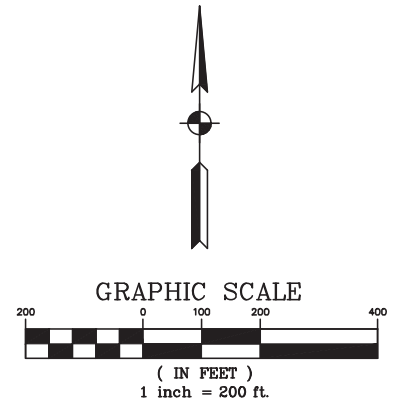
Public infrastructure is being constructed through a development agreement, and a bond purchased by the developer is in place.

The plat includes dedication of additional right of way along College Avenue, and also includes a number of easements.

Please accept the Replat of East College Avenue Industrial Park subdivision plat with dedications and easements, and sign the plat.

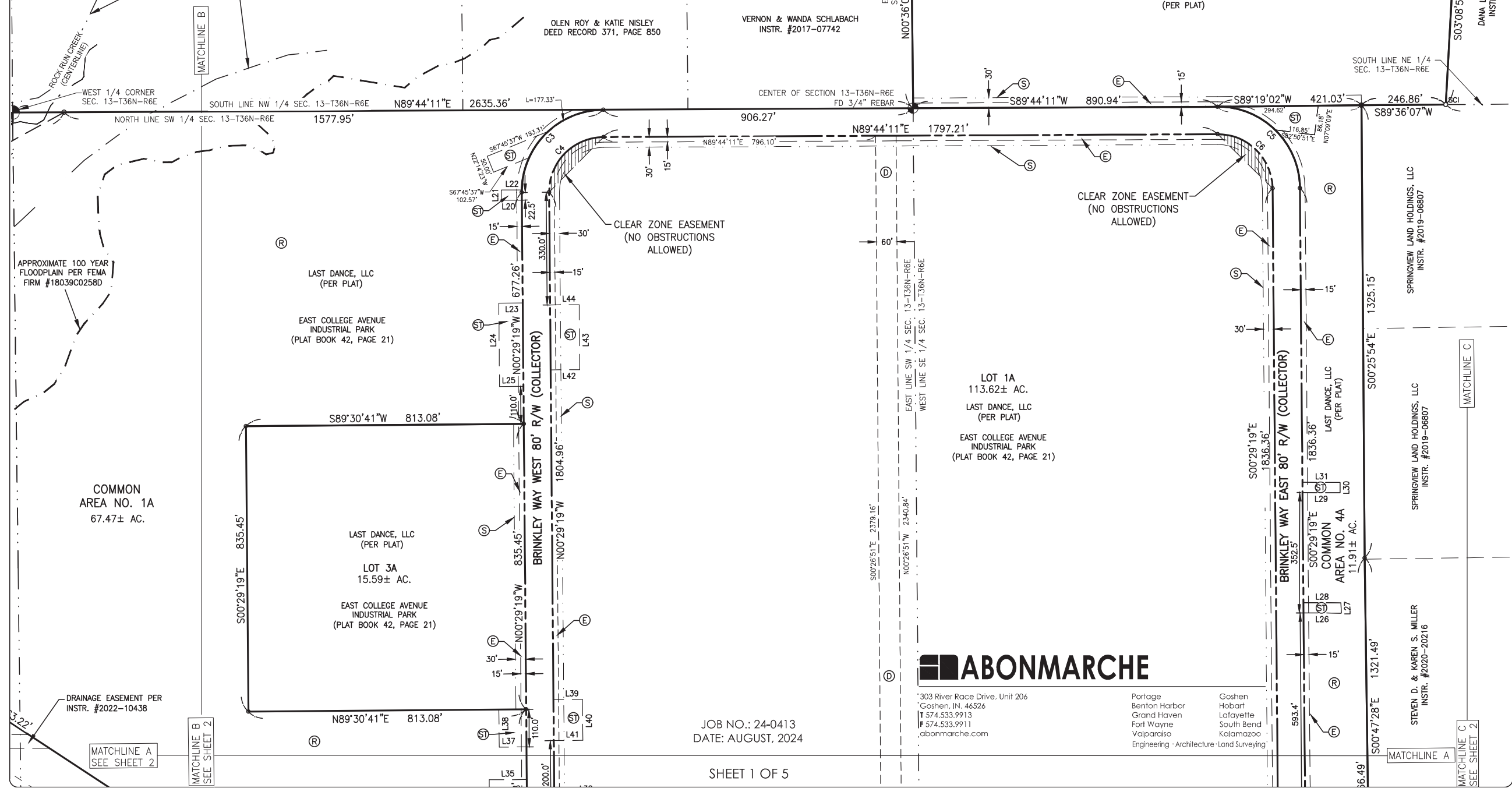
Requested Motion: Move to accept the Replat of East College Avenue Industrial Park subdivision plat with dedications and easements.

REPLAT OF EAST COLLEGE AVENUE INDUSTRIAL PARK
 LOTS 1 THROUGH 4, INCLUDING COMMON AREAS IN EAST COLLEGE AVENUE INDUSTRIAL PARK; ALSO A
 PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 36 NORTH, RANGE 6 EAST,
 ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA
 (SEE SHEET 4 OF 5 FOR LEGAL DESCRIPTION & LINE & CURVE DATA)



TOTAL AREA	344.77± ACRES
AREA OF RIGHT OF WAY TO BE DEDICATED	0.19± ACRES
EXISTING RIGHT OF WAY ALREADY DEDICATED	13.25± ACRES
AREAS IN LOTS	223.43± ACRES
COMMON AREAS	107.90± ACRES

ELKHART COUNTY 4-H AGRICULTURAL EXPOSITION, INC. INSTR. #2020-02475
 APPROXIMATE FLOODWAY BOUNDARY PER FEMA FIRM #18039C0258D



303 River Race Drive, Unit 206
 Goshen, IN, 46526
 T 574.533.9913
 F 574.533.9911
 abonmarche.com

Portage
 Benton Harbor
 Grand Haven
 Fort Wayne
 Valparaiso
 Goshen
 Hobart
 Lafayette
 South Bend
 Kalamazoo
 Engineering · Architecture · Land Surveying

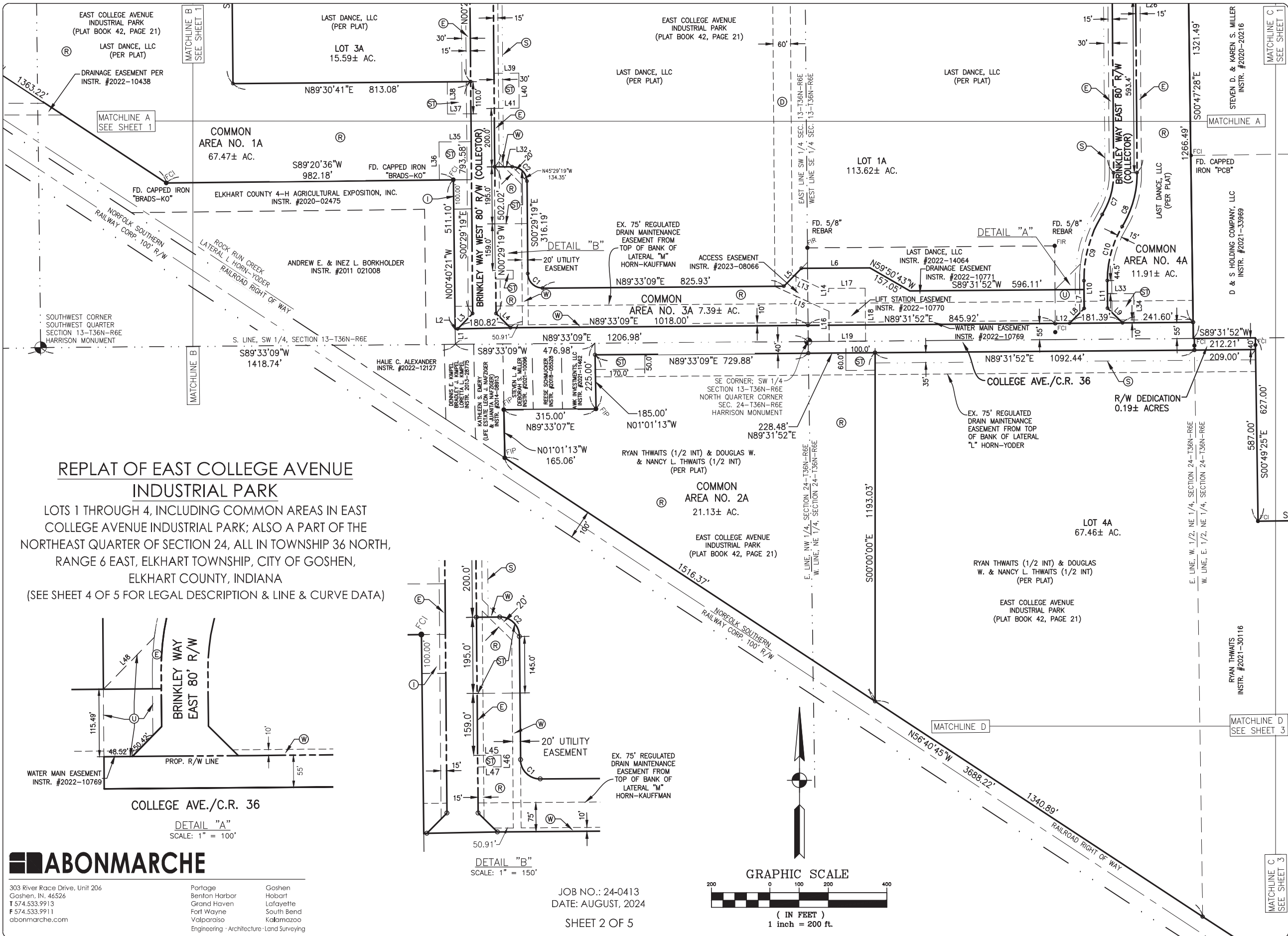
JOB NO.: 24-0413
 DATE: AUGUST, 2024

MATCHLINE A
 SEE SHEET 2

MATCHLINE B
 SEE SHEET 2

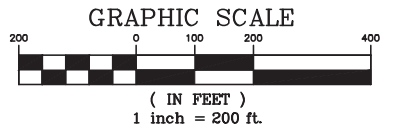
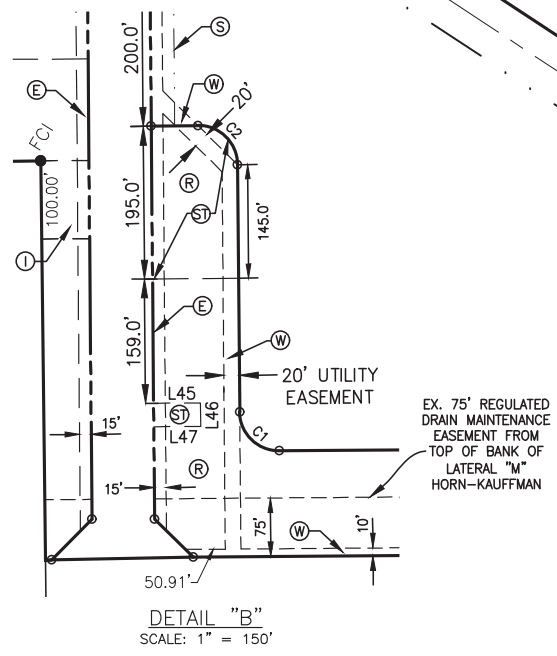
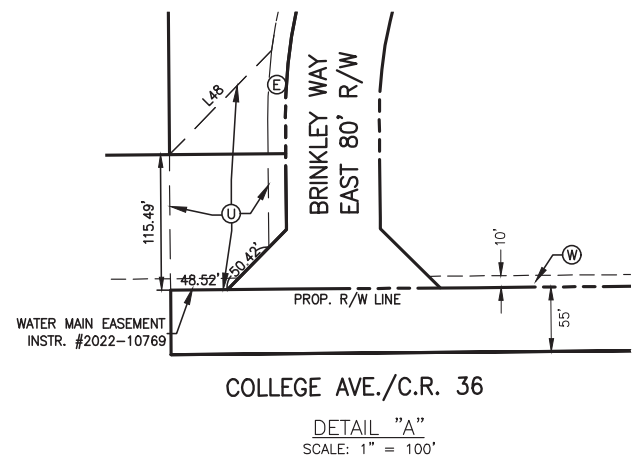
MATCHLINE A
 SEE SHEET 2

MATCHLINE C
 SEE SHEET 2



REPLAT OF EAST COLLEGE AVENUE INDUSTRIAL PARK

LOTS 1 THROUGH 4, INCLUDING COMMON AREAS IN EAST COLLEGE AVENUE INDUSTRIAL PARK; ALSO A PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA
(SEE SHEET 4 OF 5 FOR LEGAL DESCRIPTION & LINE & CURVE DATA)



ABONMARCHÉ

303 River Race Drive, Unit 206
Goshen, IN. 46526
T 574.533.9913
F 574.533.9911
abonmarche.com

Portage
Benton Harbor
Grand Haven
Fort Wayne
Valparaiso
Engineering - Architecture - Land Surveying

Goshen
Hobart
Lafayette
South Bend
Kalamazoo

JOB NO.: 24-0413
DATE: AUGUST, 2024
SHEET 2 OF 5

RYAN THWAITS
INSTR. #2021-30116

D & S HOLDING COMPANY, LLC
INSTR. #2021-33969

STEVEN D. & KAREN S. MILLER
INSTR. #2020-20216

ELKHART COUNTY 4-H AGRICULTURAL EXPOSITION, INC.
INSTR. #2020-02475

ANDREW E. & INEZ L. BORKHOLDER
INSTR. #2011 021008

HALIE C. ALEXANDER
INSTR. #2022-12127

RYAN THWAITS (1/2 INT) & DOUGLAS W. & NANCY L. THWAITS (1/2 INT)
(PER PLAT)

RYAN THWAITS (1/2 INT) & DOUGLAS W. & NANCY L. THWAITS (1/2 INT)
(PER PLAT)

EAST COLLEGE AVENUE INDUSTRIAL PARK
(PLAT BOOK 42, PAGE 21)

MATCHLINE D
SEE SHEET 3

MATCHLINE C
SEE SHEET 3

MATCHLINE A

MATCHLINE C
SEE SHEET 1

MATCHLINE A
SEE SHEET 1

MATCHLINE B
SEE SHEET 1

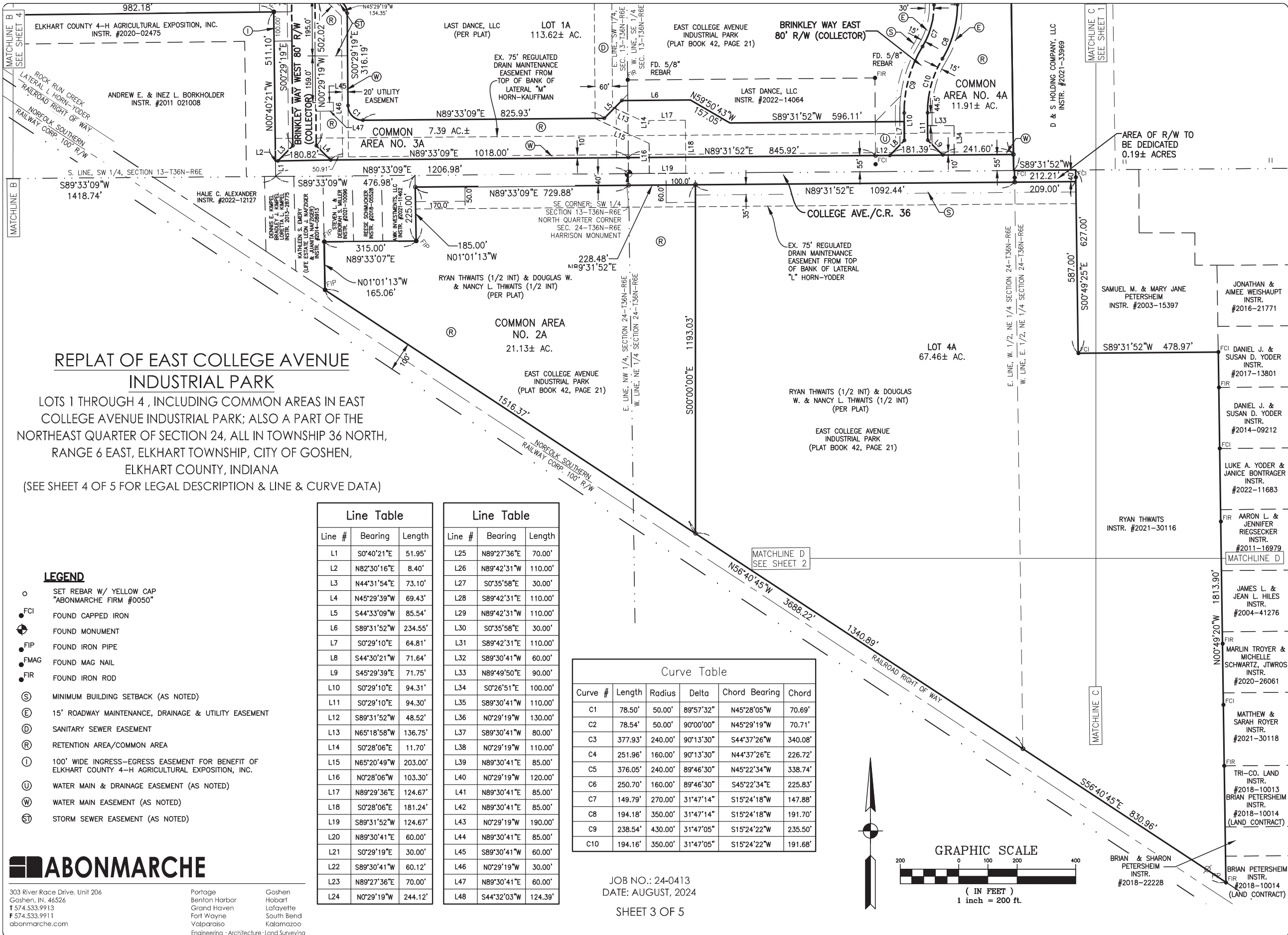
MATCHLINE D
SEE SHEET 3

MATCHLINE D
SEE SHEET 3

MATCHLINE C
SEE SHEET 3

MATCHLINE A

MATCHLINE C
SEE SHEET 1



REPLAT OF EAST COLLEGE AVENUE INDUSTRIAL PARK

LOTS 1 THROUGH 4, INCLUDING COMMON AREAS IN EAST
COLLEGE AVENUE INDUSTRIAL PARK; ALSO A PART OF THE
NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 36 NORTH,
RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN,
ELKHART COUNTY, INDIANA
(SEE SHEET 4 OF 5 FOR LEGAL DESCRIPTION & LINE & CURVE DATA)

LEGEND

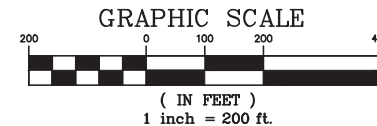
- SET REBAR W/ YELLOW CAP
"ABONMARCHÉ FIRM #0050"
- FCI FOUND CAPPED IRON
- ⊕ FOUND MONUMENT
- FIP FOUND IRON PIPE
- FMAG FOUND MAG NAIL
- FIR FOUND IRON ROD
- Ⓢ MINIMUM BUILDING SETBACK (AS NOTED)
- ⓔ 15' ROADWAY MAINTENANCE, DRAINAGE & UTILITY EASEMENT
- ⓓ SANITARY SEWER EASEMENT
- Ⓡ RETENTION AREA/Common AREA
- Ⓛ 100' WIDE INGRESS-EGRESS EASEMENT FOR BENEFIT OF
ELKHART COUNTY 4-H AGRICULTURAL EXPOSITION, INC.
- Ⓤ WATER MAIN & DRAINAGE EASEMENT (AS NOTED)
- Ⓦ WATER MAIN EASEMENT (AS NOTED)
- Ⓢ STORM SEWER EASEMENT (AS NOTED)

Line Table		
Line #	Bearing	Length
L1	S0°40'21"E	51.95'
L2	N82°30'16"E	8.40'
L3	N44°31'54"E	73.10'
L4	N45°29'39"W	69.43'
L5	S44°33'09"W	85.54'
L6	S89°31'52"W	234.55'
L7	S0°29'10"E	64.81'
L8	S44°30'21"W	71.64'
L9	S45°29'39"E	71.75'
L10	S0°29'10"E	94.31'
L11	S0°29'10"E	94.30'
L12	S89°31'52"W	48.52'
L13	N65°18'58"W	136.75'
L14	S0°28'06"E	11.70'
L15	N65°20'49"W	203.00'
L16	N0°28'06"W	103.30'
L17	N89°29'36"E	124.67'
L18	S0°28'06"E	181.24'
L19	S89°31'52"W	124.67'
L20	N89°30'41"E	60.00'
L21	S0°29'19"E	30.00'
L22	S89°30'41"W	60.12'
L23	N89°27'36"E	70.00'
L24	N0°29'19"W	244.12'

Line Table		
Line #	Bearing	Length
L25	N89°27'36"E	70.00'
L26	N89°42'31"W	110.00'
L27	S0°35'58"E	30.00'
L28	S89°42'31"E	110.00'
L29	N89°42'31"W	110.00'
L30	S0°35'58"E	30.00'
L31	S89°42'31"E	110.00'
L32	S89°30'41"W	60.00'
L33	N89°49'50"E	90.00'
L34	S0°26'51"E	100.00'
L35	S89°30'41"W	110.00'
L36	N0°29'19"W	130.00'
L37	S89°30'41"W	80.00'
L38	N0°29'19"W	110.00'
L39	N89°30'41"E	85.00'
L40	N0°29'19"W	120.00'
L41	N89°30'41"E	85.00'
L42	N89°30'41"E	85.00'
L43	N0°29'19"W	190.00'
L44	N89°30'41"E	85.00'
L45	S89°30'41"W	60.00'
L46	N0°29'19"W	30.00'
L47	N89°30'41"E	60.00'
L48	S44°32'03"W	124.39'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	78.50'	50.00'	89°57'32"	N45°28'05"W	70.69'
C2	78.54'	50.00'	90°00'00"	N45°29'19"W	70.71'
C3	377.93'	240.00'	90°13'30"	S44°37'26"W	340.08'
C4	251.96'	160.00'	90°13'30"	N44°37'26"E	226.72'
C5	376.05'	240.00'	89°46'30"	N45°22'34"W	338.74'
C6	250.70'	160.00'	89°46'30"	S45°22'34"E	225.83'
C7	149.79'	270.00'	31°47'14"	S15°24'18"W	147.88'
C8	194.18'	350.00'	31°47'14"	S15°24'18"W	191.70'
C9	238.54'	430.00'	31°47'05"	S15°24'22"W	235.50'
C10	194.16'	350.00'	31°47'05"	S15°24'22"W	191.68'

JOB NO.: 24-0413
DATE: AUGUST, 2024
SHEET 3 OF 5



ABONMARCHÉ

303 River Race Drive, Unit 206
Goshen, IN, 46526
T 574.533.9913
F 574.533.9911
abonmarche.com

Portage
Benton Harbor
Grand Haven
Fort Wayne
Valparaiso
Engineering · Architecture · Land Surveying

Goshen
Hobart
Lafayette
South Bend
Kalamazoo

REPLAT OF EAST COLLEGE AVENUE INDUSTRIAL PARK

LOTS 1 THROUGH 4, INCLUDING COMMON AREAS IN EAST COLLEGE AVENUE INDUSTRIAL PARK;
ALSO A PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 36 NORTH, RANGE 6 EAST,
ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA

LEGAL DESCRIPTION

LOTS 1 THROUGH 4, INCLUDING COMMON AREAS IN EAST COLLEGE AVENUE INDUSTRIAL PARK AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER IN ELKHART COUNTY, INDIANA, IN PLAT BOOK 42, PAGE 21.

ALSO:

LEGAL DESCRIPTION-(PER INSTR. #2021-30116)

A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST, SECOND PRINCIPAL MERIDIAN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, CONTAINING 28.02 ACRES, MORE OR LESS, AND BASED ON AN ORIGINAL SURVEY BY B. DORIOT & ASSOCIATES LAND SURVEYING (C. BLAKE DORIOT P.S. 890028), JOB #2021-311, ALL BEARINGS BASED ON INDIANA EAST STATE PLANES, COMPLETED ON SEPT 24, 2021, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE SOUTH 89 DEGREES 39 MINUTES 12 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1106.04 FEET, TO A MAG NAIL, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 209.00 FEET TO A MAG NAIL; THENCE SOUTH 00 DEGREES 42 MINUTES 25 SECONDS EAST AND THE EAST LINE OF DEED RECORD 2021-03702, A DISTANCE OF 1979.00 FEET TO AN IRON REBAR ON THE NORTH RIGHT OF WAY OF THE NORFOLK SOUTHERN RAILWAY; THENCE SOUTH 56 DEGREES 33 MINUTES 42 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY OF THE NORFOLK SOUTHERN RAILWAY, A DISTANCE OF 830.98 FEET TO AN IRON REBAR WITH CAP; THENCE NORTH 00 DEGREES 42 MINUTES 00 SECONDS WEST 627 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1815.05 FEET TO AN IRON REBAR WITH CAP; THENCE SOUTH 89 DEGREES 39 MINUTES 12 SECONDS WEST A DISTANCE OF 478.95 FEET, TO AN IRON REBAR WITH CAP; THENCE NORTH 00 DEGREES 42 MINUTES 25 SECONDS EAST, A DISTANCE OF 627.00 FEET TO THE POINT OF BEGINNING.

BEING TAX CODE NUMBER 20-11-24-226-006.000-015

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LEGAL DESCRIPTION (TAKEN FROM INSTR. #2022-14064):

TRACT A

PARCEL 1:

A PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 13; THENCE ON AN ASSUMED DUE EAST BEARING, 218.65 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER AND THE CENTERLINE OF COUNTY ROAD 36 TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0 DEGREES 05 MINUTES 41 SECONDS EAST, 159.92 FEET ALONG AN EXISTING WOOD FENCE; THENCE SOUTH 89 DEGREES 56 MINUTES 22 SECONDS EAST, 255.46 FEET ALONG AN EXISTING WIRE FENCE; THENCE SOUTH 0 DEGREES 39 MINUTES 14 SECONDS WEST, 159.66 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER AND THE CENTERLINE OF COUNTY ROAD 36; THENCE DUE WEST, 253.90 FEET ALONG THE ABOVE DESCRIBED LINE TO THE POINT OF BEGINNING.

(PARCEL NO.: 20-11-13-400-005.000-015)

PARCEL 2:

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS IN THIS DESCRIPTION ARE BASED ON A LINE CONNECTING THE MONUMENT AT THE SOUTHWEST CORNER AND THE MONUMENT AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER BEING NORTH 89 DEGREES 39 MINUTES 16 SECONDS EAST):

COMMENCING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE NORTH 89 DEGREES 39 MINUTES 16 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 478.49 FEET TO THE SOUTHEAST CORNER OF LAND DESCRIBED IN DEED RECORD 89-013994 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 18 MINUTES 30 SECONDS EAST ALONG THE EAST LINE OF SAID LAND, 159.93 FEET (159.66 FEET RECORDED) TO A PIPE AT THE NORTHEAST CORNER OF SAID LAND; THENCE SOUTH 89 DEGREES 35 MINUTES 59 SECONDS WEST, ALONG THE NORTH LINE OF SAID LAND, 255.34 FEET TO A PIPE AT THE NORTHWEST CORNER OF SAID LAND; THENCE NORTH 00 DEGREES 15 MINUTES 03 SECONDS WEST, 40.00 FEET TO A REBAR WITH CAP (JUSTICE 900004); THENCE NORTH 89 DEGREES 35 MINUTES 59 SECONDS EAST, 267.73 FEET TO A REBAR WITH CAP (JUSTICE 900004); THENCE SOUTH 00 DEGREES 18 MINUTES 30 SECONDS WEST, 199.94 FEET TO A SURVEY MARK SPIKE ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 39 MINUTES 16 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 12.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 0.29 ACRES, MORE OR LESS.

(PARCEL NO.: 20-11-13-400-009.000-015)

LEGAL DESCRIPTION (TAKEN FROM INSTR. #2022-14064):

TRACT B

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARINGS IN THIS DESCRIPTION ARE BASED ON A LINE CONNECTING THE MONUMENT AT THE SOUTHWEST CORNER AND THE MONUMENT AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER BEING NORTH 89 DEGREES 39 MINUTES 16 SECONDS EAST):

BEGINNING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST; THENCE NORTH 89 DEGREES 39 MINUTES 16 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 224.72 FEET (218.65 FEET RECORDED) TO A SURVEY MARK SPIKE AT THE SOUTHWEST CORNER OF LAND DESCRIBED IN DEED RECORD 89-013994 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA; THENCE NORTH 00 DEGREES 15 MINUTES 03 SECONDS WEST, ALONG THE WEST LINE OF SAID LAND AND SAID LINE EXTENDED, 199.57 FEET TO A REBAR WITH CAP (JUSTICE); THENCE NORTH 89 DEGREES 35 MINUTES 59 SECONDS EAST, 267.73 FEET TO A REBAR WITH CAP (JUSTICE 900004); THENCE SOUTH 00 DEGREES 18 MINUTES 30 SECONDS WEST, 199.94 FEET TO A SURVEY MARK SPIKE ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 39 MINUTES 16 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 355.31 FEET TO A SURVEY MARK SPIKE; THENCE NORTH 00 DEGREES 20 MINUTES 44 SECONDS WEST, 320.49 FEET TO A REBAR WITH CAP (JUSTICE 900004); THENCE SOUTH 89 DEGREES 39 MINUTES 16 SECONDS WEST, 845.97 FEET TO A REBAR WITH CAP (JUSTICE 900004) ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 13; THENCE SOUTH 00 DEGREES 22 MINUTES 23 SECONDS EAST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 13, 320.49 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, CONTAINING 5.00 ACRES, MORE OR LESS.

(PARCEL NO.: 20-11-13-400-010.000-015)

ABONMARCHE

303 River Race Drive, Unit 206
Goshen, IN. 46526
T 574.533.9913
F 574.533.9911
abonmarche.com

Parlage Goshen
Benton Harbor Hobart
Grand Haven Lafayette
Fort Wayne South Bend
Valparaiso Kalamazoo
Engineering · Architecture · Land Surveying

COMMON AREA STATEMENT

ALL COMMON AREAS ARE TO HAVE AN EQUALLY UNDIVIDED INTEREST BETWEEN ALL THE LOTS IN THE REPLAT OF EAST COLLEGE AVENUE INDUSTRIAL PARK.

FLOOD NOTE

A PORTION OF THIS PROJECT DOES LIE WITHIN THE 100 YEAR FLOOD PLAIN PER F.E.M.A. FLOOD INSURANCE RATE MAP PANEL #18039C0258D, EFFECTIVE DATE AUGUST 2, 2011.

LEGEND

- SET REBAR W/ YELLOW CAP "ABONMARCHE FIRM #0050"
- FCI FOUND CAPPED IRON
- ⊕ FOUND MONUMENT
- FIP FOUND IRON PIPE
- FMAG FOUND MAG NAIL
- FIR FOUND IRON ROD
- Ⓢ MINIMUM BUILDING SETBACK (AS NOTED)
- ⓔ 15' ROADWAY MAINTENANCE, DRAINAGE & UTILITY EASEMENT
- ⓓ SANITARY SEWER EASEMENT
- Ⓡ RETENTION AREA/Common Area
- Ⓛ 100' WIDE INGRESS-EGRESS EASEMENT FOR BENEFIT OF ELKHART COUNTY 4-H AGRICULTURAL EXPOSITION, INC.
- Ⓤ WATER MAIN & DRAINAGE EASEMENT (AS NOTED)
- Ⓦ WATER MAIN EASEMENT (AS NOTED)
- Ⓢ STORM SEWER EASEMENT (AS NOTED)

DEVELOPER

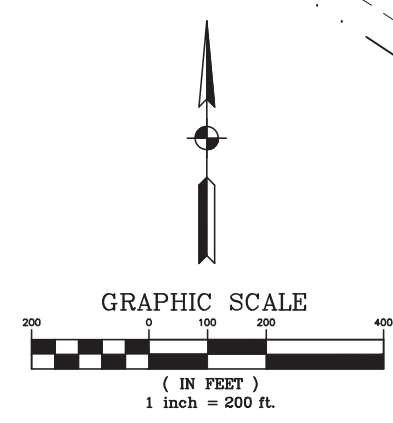
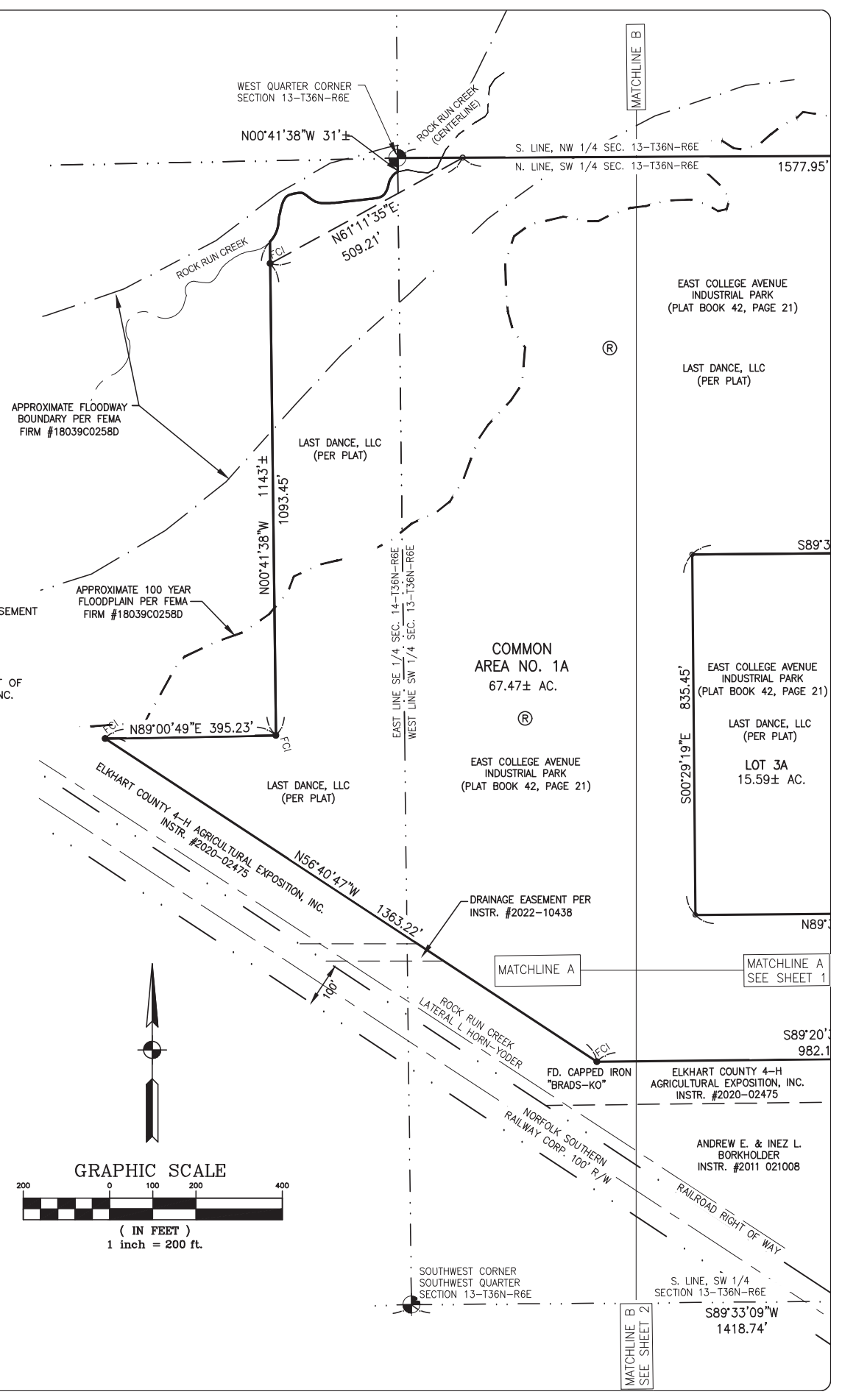
LAST DANCE
ATTN: RYAN THWAITS
7662 E. VAWTER PARK ROAD
SYRACUSE, IN 46567

OWNERS

RYAN THWAITS
7662 E. VAWTER PARK ROAD
SYRACUSE, IN 46567

RYAN THWAITS (1/2 INT) &
DOUGLAS W. & NANCY L. THWAITS (1/2 INT)
70946 C.R. 33
SYRACUSE, IN 46567

LAST DANCE, LLC
7662 E. VAWTER PARK ROAD
SYRACUSE, IN 46567



REPLAT OF EAST COLLEGE AVENUE INDUSTRIAL PARK
 LOTS 1 THROUGH 4, INCLUDING COMMON AREAS IN EAST COLLEGE AVENUE INDUSTRIAL PARK;
 ALSO A PART OF THE NORTHEAST QUARTER OF SECTION 24, ALL IN TOWNSHIP 36 NORTH, RANGE 6 EAST,
 ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA
 (SEE SHEET 4 OF 5 FOR LEGAL DESCRIPTION & LINE & CURVE DATA)

CITY OF GOSHEN, INDIANA DRAINAGE MAINTENANCE STATEMENT

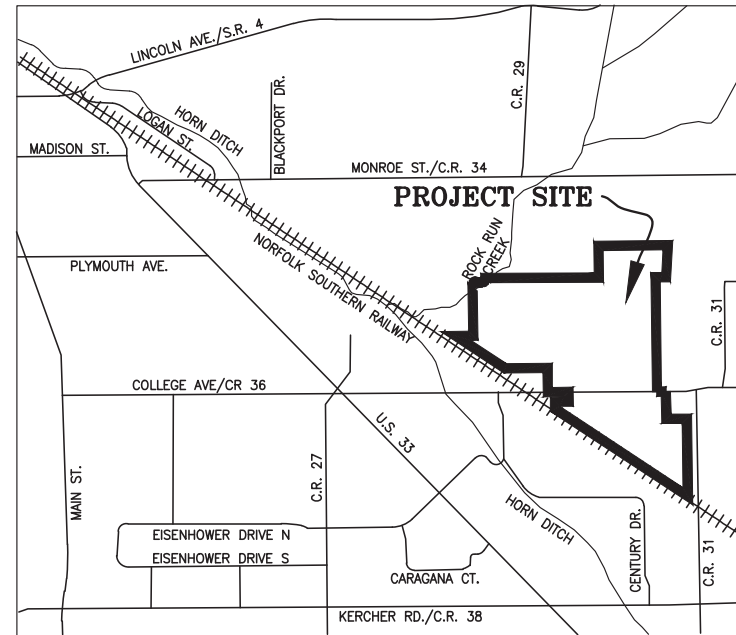
THE CITY OF GOSHEN, INDIANA IS A MUNICIPAL SEPARATE STORM SEWER (MS4) COMMUNITY GOVERNED BY INDIANA'S MUNICIPAL SEPARATE STORM SEWER SYSTEM GENERAL PERMIT (INR040000). THE CITY OF GOSHEN'S POST CONSTRUCTION STORM WATER ORDINANCE REQUIRES THE OWNER AND ITS ASSIGNS TO EXECUTE A STORM WATER MAINTENANCE COVENANT FOR THE OPERATION, MAINTENANCE, AND REPAIR OF ALL STORM WATER MANAGEMENT FACILITIES, AS DESCRIBED IN THE DEVELOPMENT'S "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN". TO ADMINISTER THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN", THE OWNER AND ITS ASSIGNS SHALL MAINTAIN AN ACCESS AND MAINTENANCE EASEMENT OVER THE STORM WATER SYSTEM AND A FUNDING MECHANISM FOR THE MAINTENANCE OF SAID STORM WATER SYSTEM. ANY CHANGES TO THE MAINTENANCE AGREEMENT BY THE DEVELOPMENT AND/OR THE ASSIGNS SHALL BE APPROVED BY THE DEPARTMENT OF STORM WATER MANAGEMENT AND THEN RECORDED WITH THE ELKHART COUNTY RECORDER.

AT A MINIMUM, THE "STORM WATER MAINTENANCE POLLUTION PREVENTION PLAN" SHALL REQUIRE THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING CULVERTS AND SWALES. NO OWNER OR ITS ASSIGN SHALL PERMIT, ALLOW OR CAUSE ANY OF SAID FACILITIES TO BE OBSTRUCTED, REMOVED OR IN ANY WAY IMPEDE THE FLOW OF WATER ACROSS OR THROUGH SAID FACILITIES. IN THE EVENT ANY SUCH FACILITIES BECOME DAMAGED OR IN DISREPAIR, IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND ITS ASSIGNS TO REPAIR SUCH FACILITIES AT THE COLLECTIVE'S EXPENSE.

THE CITY OF GOSHEN WILL ENFORCE THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN," AND SHALL TAKE LEGAL ACTION, IF NECESSARY, AGAINST ANY PARTY IN NON-COMPLIANCE.

IN THE EVENT AN OWNER OR ITS ASSIGNS FAIL TO MAINTAIN SUCH DRAINAGE FACILITIES IN GOOD WORKING ORDER AND REPAIR, THE CITY OF GOSHEN, INDIANA, MAY REPAIR SUCH DRAINAGE FACILITIES AND INVOICE THE COSTS OF SUCH REPAIR TO THE OWNER AND ITS ASSIGNS. THE CITY OF GOSHEN, INDIANA, IS GRANTED AN EASEMENT ACROSS THE OWNER AND ASSIGNS' REAL ESTATE FOR THE PURPOSE OF REPAIRING AND INSPECTING ANY DRAINAGE FACILITIES ON SAID OWNER OR ASSIGNS' REAL ESTATE. THE AMOUNT OF ANY ASSESSMENT FOR THE COSTS OF REPAIR, AS ASSESSED BY THE CITY, SHALL CONSTITUTE A LIEN UPON THE REAL ESTATE OF THE OWNER AND ASSIGNS, AND AN ENCUMBRANCE UPON THE TITLE TO SAID REAL ESTATE.

THE CITY OF GOSHEN, INDIANA, IS FURTHER GRANTED RIGHT OF ACTION FOR THE COLLECTION OF SAID INDEBTEDNESS FROM THE OWNER AND ASSIGNS, AND FOR THE FORECLOSURE OF SAID LIEN IN THE MANNER IN WHICH MORTGAGES ARE FORECLOSED UNDER THE LAWS OF SAID STATE OF INDIANA. ANY SUCH COLLECTION AND/OR FORECLOSURE ACTION SHALL BE MAINTAINED IN THE COURTS OF GENERAL JURISDICTION OF THE STATE OF INDIANA, AND SHALL BE COMMENCED IN ELKHART COUNTY, INDIANA.



LOCATION MAP
 1" = 2000'±

AUDITOR

DULY ENTERED FOR TAXATION THIS _____ DAY OF _____
 20____, _____ ELKHART COUNTY AUDITOR.
 PATRICIA A. PICKENS

RECORDER

RECEIVED FOR RECORD THIS _____ DAY OF _____
 20____ AT _____:_____ AND RECORDED IN PLAT BOOK _____ PAGE _____
 FEE: _____ ELKHART COUNTY RECORDER
 KAALA BAKER

STATEMENT OF UTILITIES

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF GOSHEN, ALL PUBLIC UTILITY COMPANIES, INCLUDING COMMUNICATION COMPANIES, NORTHERN INDIANA PUBLIC SERVICE COMPANY, AND SEVERAL PRIVATE UTILITY COMPANIES WHERE THEY HAVE A CERTIFICATE OF TERRITORIAL AUTHORITY TO RENDER SERVICE AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, PLACE, AND MAINTAIN SEWERS, WATER MAINS, GAS MAINS, ELECTRIC LINES, CONDUITS, BRACES, GUYS, ANCHORS, AND OTHER PUBLIC AND PRIVATE APPURTENANCES IN, UPON, ALONG AND OVER THE STRIPS OF LAND DESIGNATED ON THE PLAT MARKED "UTILITY EASEMENT" FOR THE PURPOSES OF SERVICING THE PUBLIC IN GENERAL WITH SEWER, WATER, GAS, ELECTRIC, COMMUNICATION SERVICE, AND OTHER PUBLIC AND PRIVATE UTILITIES, INCLUDING THE RIGHT TO USE THE STREETS, WHERE NECESSARY AND TO OVERHANG LOTS WITH AERIAL SERVICE WIRES TO SERVE LOTS ADJACENT TO EASEMENTS, TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES AT ALL TIMES FOR ANY OF THE PURPOSES AFORESAID AND TO TRIM AND KEEP TRIMMED ANY TREES, SHRUB, OR SAPLINGS THAT INTERFERE WITH ANY SUCH UTILITY EQUIPMENT. NO PERMANENT BUILDING OR IMPROVEMENT, SEMI-PERMANENT STRUCTURE, TREE, OR FENCE SHALL BE PLACED ON SAID EASEMENT. STILL, THE SAME MAY BE USED FOR GARDENS, SHRUBS, UNFIXED LANDSCAPING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT FOR SUCH PUBLIC UTILITY PURPOSES.

ACCEPTANCE OF DEDICATION

BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, CITY OF GOSHEN, INDIANA THAT THE DEDICATIONS ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED THIS _____ DAY OF _____, 20____.

GINA LEICHTY, MAYOR MICHAEL A. LANDIS, MEMBER MARY NICHOLS, MEMBER

 ORV MYERS, MEMBER BARB SWARTLEY, MEMBER

PLAN COMMISSION STAFF APPROVAL

UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF GOSHEN, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF GOSHEN, AS FOLLOWS:
 APPROVED BY THE ZONING ADMINISTRATOR ON BEHALF OF THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____, 20____.

 RHONDA YODER
 ZONING ADMINISTRATOR

JOB NO.: 24-0413
 DATE: AUGUST, 2024
 SHEET 5 OF 5

CERTIFICATE OF OWNERSHIP

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTIONED AND THAT AS SUCH OWNERS WE HAVE CAUSED THE ABOVE DESCRIBED TO BE SURVEYED AS SHOWN ON THE HEREON DRAWN PLAT AS OUR FREE AND VOLUNTARY ACT AND DEED.

 RYAN THWAITS RYAN THWAITS, MEMBER / LAST DANCE, LLC

 NANCY L. THWAITS DOUGLAS W. THWAITS

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, AS PROPRIETORS, HAVE CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT OPPOSITE, THAT SAID SUBDIVISION IS TO BE KNOWN AS **REPLAT OF EAST COLLEGE AVENUE INDUSTRIAL PARK** AND THAT THE LOTS HAVE THEIR RESPECTIVE DIMENSIONS GIVEN IN FEET AND DECIMAL PARTS THEREOF, AND THAT THE STREETS INCLUDED IN SAID SUBDIVISION ARE HEREBY DEDICATED FOR PUBLIC USE.

 RYAN THWAITS RYAN THWAITS, MEMBER / LAST DANCE, LLC

 NANCY L. THWAITS DOUGLAS W. THWAITS

NOTARY PUBLIC CERTIFICATE

STATE OF INDIANA) SS:
 COUNTY OF ELKHART)
 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME RYAN THWAITS, MEMBER ON BEHALF OF LAST DANCE, LLC, DOUGLAS W. THWAITS, NANCY L. THWAITS AND RYAN THWAITS AND ACKNOWLEDGED THE EXECUTION OF THIS PLAT.
 WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20____.
 _____ MARCH 29, 2030
 NOTARY SIGNATURE MY COMMISSION EXPIRES
 RESIDENT OF ELKHART COUNTY, INDIANA
 _____ NP0740172
 TANYA R. MILLER COMMISSION NUMBER
 NOTARY PRINTED NAME



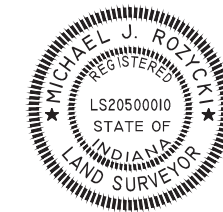
SURVEYOR'S CERTIFICATE

STATE OF INDIANA) SS:
 COUNTY OF ELKHART)
 I, MICHAEL J. ROZYCKI, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN THE STATE OF INDIANA, AND DO HEREBY FURTHER CERTIFY THAT I HAVE SUPERVISED THE SURVEY OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTIONED AND THAT THE SUBJECT PARCEL HAS BEEN DIVIDED THE SAME INTO BLOCKS AND LOTS AS SHOWN ON THE HEREON DRAWN PLAT. THIS PLAT, TO THE BEST OF MY KNOWLEDGE, CORRECTLY REPRESENTS SAID SURVEYS AND SUBDIVISION IN EVERY DETAIL. MONUMENTS ARE SHOWN IN PLACE AS LOCATED. ALL LOT CORNERS ARE MARKED WITH IRONS, DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. THERE HAVE BEEN NO CHANGES IN THE LINES OR MATTERS OF SURVEYS PERFORMED BY OTHERS UNDER MY SUPERVISION IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA IN INSTRUMENT NUMBER 2022-07980 AND 2024-12727 AND THE PLAT OF EAST COLLEGE AVENUE INDUSTRIAL PARK IN PLAT BOOK 42, PAGE 21.

I, MICHAEL J. ROZYCKI, AFFIRM, UNDER PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

DATED THIS 7th DAY OF AUGUST, 20 24.

 MICHAEL J. ROZYCKI, P.S.
 PROFESSIONAL LAND SURVEYOR NO. 20500010
 STATE OF INDIANA



303 River Race Drive, Unit 206
 Goshen, IN 46526
 T 574.533.9913
 F 574.533.9911
 abonmarche.com

Portage Goshen
 Benton Harbor Hobart
 Grand Haven Lafayette
 Fort Wayne South Bend
 Valparaiso Kalamazoo
 Engineering - Architecture - Land Surveying



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: August 29, 2024
RE: Lincoln Avenue Subdivision - Acceptance of Subdivision Plat

The secondary subdivision has been submitted for Lincoln Avenue Subdivision, a three-lot major subdivision.

The subject property is generally located on the south side of Lincoln Avenue, extending east from Rock Run to property across from Steury Avenue, approximately 7.35 acres, with common addresses of 622, 624, 700, 702, 704, 708, 710, 712, 714, 716, 718, 800, 828, 922 ½ and 922 E Lincoln Avenue, zoned Residential R-1, Industrial M-1 and Industrial M-2.

The subdivision meets the Zoning Ordinance and Subdivision Ordinance requirements, and is consistent with the primary subdivision approved by the Plan Commission on July 21, 2020.

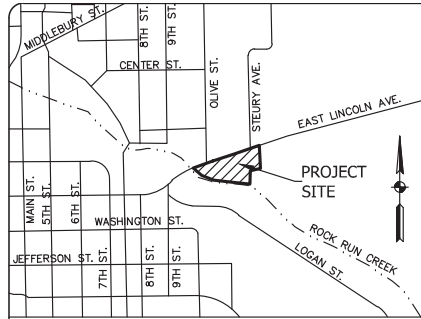
The overall subdivision drainage plan is part of an area drainage plan that has already been implemented, with detention constructed on Lot 2, and with Lots 1 and 3 allowed stormwater drainage access to the existing detention on Lot 2, subject to review and approval by Goshen Engineering, so no new subdivision drainage plan is required.

Public infrastructure is being constructed by the City of Goshen, part of the Steury Avenue & Lincoln Avenue Reconstruction & Drainage Improvements project.

The plat includes dedication of additional right of way along East Lincoln Avenue, and also includes a number of easements.

Please accept the subdivision plat for Lincoln Avenue Subdivision with dedications and easements, and sign the plat.

Requested Motion: Move to accept the subdivision plat for Lincoln Avenue Subdivision with dedications and easements.



LOCATION MAP (N.T.S.)

LINCOLN AVENUE SUBDIVISION

A PART OF LOT NUMBER ONE (1) THROUGH LOT NUMBER SIX (6), INCLUSIVE, IN MERCER'S FOURTH ADDITION (DEED REC. 81, PAGE 443) AND A PART OF THE WEST HALF SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA

LEGAL DESCRIPTION

A PART OF LOT NUMBER ONE (1) THROUGH LOT NUMBER SIX (6), INCLUSIVE, AS SAID LOTS ARE KNOWN AND DESIGNATED ON THE PLAT OF MERCER'S FOURTH ADDITION, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN DEED RECORD VOLUME 81, PAGE 443 AND BEING A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE NORTH 00 DEGREES 24 MINUTES 03 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 714.10 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE CENTERLINE OF EAST LINCOLN AVENUE; THENCE SOUTH 76 DEGREES 04 MINUTES 24 SECONDS WEST ALONG THE CENTERLINE OF SAID EAST LINCOLN AVENUE, A DISTANCE OF 1608.08 FEET; THENCE SOUTH 73 DEGREES 33 MINUTES 24 SECONDS WEST ALONG THE CENTERLINE OF SAID EAST LINCOLN AVENUE, A DISTANCE OF 465.40 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO JRDR PROPERTIES, LLC AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2007 008462 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 73 DEGREES 33 MINUTES 24 SECONDS WEST ALONG THE CENTERLINE OF SAID EAST LINCOLN AVENUE, A DISTANCE OF 119.16 FEET; THENCE SOUTH 72 DEGREES 59 MINUTES 34 SECONDS WEST ALONG THE CENTERLINE OF SAID EAST LINCOLN AVENUE, A DISTANCE OF 462.78 FEET TO THE POINT OF CURVATURE OF A 2000.00 FOOT RADIUS CURVE TO THE LEFT CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID EAST LINCOLN AVENUE, BEING ON THE ARC OF SAID 2000.00 FOOT RADIUS CURVE, A DISTANCE OF 146.27 FEET (CHORD BEARING SOUTH 70 DEGREES 53 MINUTES 51 SECONDS WEST, CHORD DISTANCE 146.24 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 68 DEGREES 48 MINUTES 08 SECONDS WEST ALONG THE CENTERLINE OF SAID EAST LINCOLN AVENUE, A DISTANCE OF 224.33 FEET TO THE POINT OF CURVATURE OF A 1000.00 FOOT RADIUS CURVE TO THE LEFT CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID EAST LINCOLN AVENUE, BEING ON THE ARC OF SAID 1000.00 FOOT RADIUS CURVE, A DISTANCE OF 51.58 FEET (CHORD BEARING SOUTH 67 DEGREES 19 MINUTES 29 SECONDS WEST, CHORD DISTANCE 51.57 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 63 DEGREES 57 MINUTES 45 SECONDS WEST ALONG THE CENTERLINE OF SAID EAST LINCOLN AVENUE, A DISTANCE OF 24.33 FEET TO THE WATER'S EDGE OF THE ROCK RUN CREEK; THENCE SOUTHEASTERLY, UPSTREAM ALONG SAID NORTHERLY WATER'S EDGE, A DISTANCE OF 939 FEET, MORE OR LESS; THENCE NORTH 07 DEGREES 15 MINUTES 47 SECONDS EAST ALONG THE WEST LINE OF A PARCEL OF LAND CONVEYED TO AFORESAID JRDR PROPERTIES, LLC, A DISTANCE OF 240 FEET, MORE OR LESS, TO A REBAR MARKING A CORNER OF SAID JRDR PROPERTIES, LLC PARCEL; THENCE NORTH 73 DEGREES 38 MINUTES 30 SECONDS EAST, A DISTANCE OF 74.58 FEET TO AN IRON PIPE MARKING A CORNER OF SAID JRDR PROPERTIES, LLC PARCEL; THENCE NORTH 01 DEGREE 24 MINUTES 30 SECONDS WEST ALONG THE WEST LINE OF SAID JRDR PROPERTIES, LLC PARCEL, A DISTANCE OF 300.22 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 7.35 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

CERTIFICATE OF OWNERSHIP

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTIONED AND THAT AS SUCH OWNERS WE HAVE CAUSED THE ABOVE DESCRIBED TO BE SURVEYED AS SHOWN ON THE HEREON DRAWN PLAT AS OUR FREE AND VOLUNTARY ACT AND DEED.

CITY OF GOSHEN, INDIANA
GINA LEICHTY, MAYOR

ARTURO MARIN

ARACELIA MANRIQUEZ

DEED OF DEDICATION

I, THE UNDERSIGNED, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAY OFF, PLAT AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE CITY OF GOSHEN SUBDIVISION ORDINANCE. THIS SUBDIVISION SHALL BE KNOWN AS LINCOLN AVENUE SUBDIVISION, AN ADDITION WHICH IS SITUATED IN THE CITY OF GOSHEN, INDIANA. ALL STREETS AND ALLEYS AND OPEN SPACES SHOWN AND NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC. NO PERMANENT OR OTHER STRUCTURES ARE TO BE MAINTAINED OR ERECTED UPON THE EASEMENTS AS SHOWN ON THE PLAT, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND TO THE RIGHTS OF OTHER LOTS IN THIS SUBDIVISION.

CITY OF GOSHEN, INDIANA
GINA LEICHTY, MAYOR

ARTURO MARIN

ARACELIA MANRIQUEZ

NOTARY PUBLIC CERTIFICATE

STATE OF INDIANA) SS:
COUNTY OF _____)
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME GINA LEICHTY, MAYOR OF THE CITY OF GOSHEN, AND ACKNOWLEDGED THE EXECUTION OF THIS PLAT.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20 _____.

NOTARY PUBLIC MY COMMISSION EXPIRES _____
RESIDENT OF _____ COUNTY, INDIANA

PRINTED NAME COMMISSION NUMBER

NOTARY PUBLIC CERTIFICATE

STATE OF INDIANA) SS:
COUNTY OF _____)
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME ARTURO MARIN, AS OWNER, AND ACKNOWLEDGED THE EXECUTION OF THIS PLAT.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20 _____.

NOTARY PUBLIC MY COMMISSION EXPIRES _____
RESIDENT OF _____ COUNTY, INDIANA

PRINTED NAME COMMISSION NUMBER

NOTARY PUBLIC CERTIFICATE

STATE OF INDIANA) SS:
COUNTY OF _____)
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME, ARACELIA MANRIQUEZ, AS OWNER, AND ACKNOWLEDGED THE EXECUTION OF THIS PLAT.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20 _____.

NOTARY PUBLIC MY COMMISSION EXPIRES _____
RESIDENT OF _____ COUNTY, INDIANA

PRINTED NAME COMMISSION NUMBER

RECORDER

RECEIVED FOR RECORD THIS _____ DAY OF _____
20____ AT _____ AND RECORDED IN PLAT BOOK _____ PAGE _____
FEE: _____ ELKHART COUNTY RECORDER
KAALA BAKER

AUDITOR

DULY ENTERED FOR TAXATION THIS _____ DAY OF _____
20____, _____ ELKHART COUNTY AUDITOR.
PATRICIA A. PICKENS

STATEMENT OF UTILITIES

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF GOSHEN, ALL PUBLIC UTILITY COMPANIES INCLUDING COMMUNICATIONS COMPANIES, NORTHERN INDIANA PUBLIC SERVICE COMPANY, AND SEVERAL PRIVATE UTILITY COMPANIES WHERE THEY HAVE A CERTIFICATE OF TERRITORIAL AUTHORITY TO RENDER SERVICE AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, PLACE, AND MAINTAIN SEWERS, WATER MAINS, GAS MAINS, ELECTRIC LINES, CONDUITS, BRACES, GUYS, ANCHORS, AND OTHER PUBLIC AND PRIVATE APPURTENANCES IN, UPON, ALONG AND OVER THE STRIPS OF LAND DESIGNATED ON THE PLAT MARKED "UTILITY EASEMENT" FOR THE FOR THE PURPOSES OF SERVICING THE PUBLIC IN GENERAL WITH SEWER, WATER, GAS, ELECTRIC, COMMUNICATION SERVICE, AND OTHER PUBLIC AND PRIVATE UTILITIES, INCLUDING THE RIGHT TO USE THE STREETS, WHERE NECESSARY AND TO OVERHANG LOTS WITH AERIAL SERVICE WIRES TO SERVE LOTS ADJACENT TO EASEMENTS, TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENTS FOR PUBLIC AND PRIVATE UTILITIES AT ALL TIMES FOR ANY OF THE PURPOSES AFORESAID AND TO TRIM AND KEEP TRIMMED ANY TREES, SHRUBS, OR SAPLINGS THAT INTERFERE WITH ANY SUCH UTILITY EQUIPMENT. NO PERMANENT BUILDING OR IMPROVEMENT, SEMI-PERMANENT STRUCTURE, TREE OR FENCE SHALL BE PLACED ON SAID EASEMENT, STILL THE SAME MAY BE USED FOR GARDENS, SHRUBS, UNFIXED LANDSCAPING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT FOR SUCH PUBLIC UTILITY PURPOSES.

CITY OF GOSHEN, INDIANA DRAINAGE MAINTENANCE STATEMENT

THE CITY OF GOSHEN, INDIANA, IS A MUNICIPAL SEPARATE STORM SEWER (MS4) COMMUNITY GOVERNED BY INDIANA'S MUNICIPAL SEPARATE STORM SEWER SYSTEM GENERAL PERMIT (INRO40000). THE CITY OF GOSHEN'S POST CONSTRUCTION STORM WATER ORDINANCE REQUIRES THE OWNER AND ITS ASSIGNS TO EXECUTE A STORM WATER MAINTENANCE COVENANT FOR THE OPERATION, MAINTENANCE, AND REPAIR OF ALL STORM WATER MANAGEMENT FACILITIES, AS DESCRIBED IN THE DEVELOPMENT'S "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN". TO ADMINISTER THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN", THE OWNER AND ITS ASSIGNS SHALL MAINTAIN AN ACCESS AND MAINTENANCE EASEMENT OVER THE STORM WATER SYSTEM AND A FUNDING MECHANISM FOR THE MAINTENANCE OF SAID STORM WATER SYSTEM. ANY CHANGES TO THE MAINTENANCE AGREEMENT BY THE DEVELOPMENT AND/OR THE ASSIGNS SHALL BE APPROVED BY THE DEPARTMENT OF STORM WATER MANAGEMENT AND THEN RECORDED WITH THE ELKHART COUNTY RECORDER.

AT A MINIMUM, THE "STORM WATER MAINTENANCE POLLUTION PREVENTION PLAN" SHALL REQUIRE THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING CULVERTS AND SWALES. NO OWNER OR ITS ASSIGN SHALL PERMIT, ALLOW OR CAUSE ANY OF SAID FACILITIES TO BE OBSTRUCTED, REMOVED OR IN ANY WAY IMPEDE THE FLOW OF WATER ACROSS OR THROUGH SAID FACILITIES. IN THE EVENT ANY SUCH FACILITIES BECOME DAMAGED OR IN DISREPAIR, IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND ITS ASSIGNS TO REPAIR SUCH FACILITIES AT THE COLLECTIVE'S EXPENSE.

THE CITY OF GOSHEN WILL ENFORCE THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN," AND SHALL TAKE LEGAL ACTION, IF NECESSARY, AGAINST ANY PARTY IN NON-COMPLIANCE.

IN THE EVENT AN OWNER OR ITS ASSIGNS FAIL TO MAINTAIN SUCH DRAINAGE FACILITIES IN GOOD WORKING ORDER AND REPAIR, THE CITY OF GOSHEN, INDIANA, MAY REPAIR SUCH DRAINAGE FACILITIES AND INVOICE THE COSTS OF SUCH REPAIR TO THE OWNER AND ITS ASSIGNS. THE CITY OF GOSHEN, INDIANA, IS GRANTED AN EASEMENT ACROSS THE OWNER AND ASSIGNS' REAL ESTATE FOR THE PURPOSE OF REPAIRING AND INSPECTING ANY DRAINAGE FACILITIES ON SAID OWNER OR ASSIGNS' REAL ESTATE. THE AMOUNT OF ANY ASSESSMENT FOR THE COSTS OF REPAIR, AS ASSESSED BY THE CITY, SHALL CONSTITUTE A LIEN UPON THE REAL ESTATE OF THE OWNER AND ASSIGNS, AND AN ENCUMBRANCE UPON THE TITLE TO SAID REAL ESTATE.

THE CITY OF GOSHEN, INDIANA, IS FURTHER GRANTED RIGHT OF ACTION FOR THE COLLECTION OF SAID INDEBTEDNESS FROM THE OWNER AND ASSIGNS, AND FOR THE FORECLOSURE OF SAID LIEN IN THE MANNER IN WHICH MORTGAGES ARE FORECLOSED UNDER THE LAWS OF SAID STATE OF INDIANA. ANY SUCH COLLECTION AND/OR FORECLOSURE ACTION SHALL BE MAINTAINED IN THE COURTS OF GENERAL JURISDICTION OF THE STATE OF INDIANA, AND SHALL BE COMMENCED IN ELKHART COUNTY, INDIANA.



303 River Race Drive, Unit 206
Goshen, IN, 46526
T 574.533.9913
F 574.533.9911
abonmarche.com

Benlon Harbor
South Bend
Goshen
Fort Wayne
Lafayette
Valparaiso
Hobart
Kalamazoo
Grand Haven
Grand Rapids
Engineering Architecture Land Surveying

COPYRIGHT 2024 - ABONMARCHE CONSULTANTS, INC.

PLAN COMMISSION STAFF APPROVAL

UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF GOSHEN, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF GOSHEN, AS FOLLOWS:

APPROVED BY THE ZONING ADMINISTRATOR ON BEHALF OF THE CITY PLANNING COMMISSION ON THIS _____ DAY OF _____, 20____.

RHONDA YODER
ZONING ADMINISTRATOR

ACCEPTANCE OF DEDICATION

BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, CITY OF GOSHEN, INDIANA THAT THE DEDICATIONS ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED THIS _____ DAY OF _____, 20____.

CITY OF GOSHEN, INDIANA
GINA LEICHTY, MAYOR

MICHAEL A. LANDIS, MEMBER

ORV MYERS, MEMBER

BARB SWARTLEY, MEMBER

MARY NICHOLS, MEMBER

LAND SURVEYOR'S CERTIFICATE

I, MICHAEL J. ROZYCKI, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED OR CERTIFIED BY ME; THAT ALL MONUMENTS ARE OR WILL BE (WITHIN SIX MONTHS OF RECORDING PLAT) INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE PLATTING ORDINANCE; AND THAT THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE ACCURATELY SHOWN.

THIS PLAT IS IN ACCORDANCE WITH TITLE 865, ARTICLE 1, CHAPTER 12, SECTION 1 THROUGH 29 OF THE INDIANA ADMINISTRATIVE CODE. THE BOUNDARY LINES OF THIS PLAT CONFORM TO A SURVEY MADE UNDER MY SUPERVISION AND SAID SURVEY IS TO BE RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

I, MICHAEL J. ROZYCKI, AFFIRM, UNDER PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

DATED THIS 20th DAY OF AUGUST, 20 24.

MICHAEL J. ROZYCKI, P.S. #LS20500010

JOB NO.: 19-0916
DATE: AUGUST, 2024

SHEET 1 OF 3



LINCOLN AVENUE SUBDIVISION

A PART OF LOT NUMBER ONE (1) THROUGH LOT NUMBER SIX (6), INCLUSIVE, IN MERCER'S FOURTH ADDITION (DEED REC. 81, PAGE 443) AND A PART OF THE WEST HALF SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA

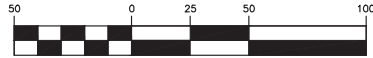
SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 3 FOR CURVE AND LINE DATA

LEGEND

- - SET MAG NAIL & WASHER "ABONMARCHÉ FIRM #50"
- - SET 5/8" REBAR, 24" LONG WITH ID CAP "ABONMARCHÉ FIRM #50"
- Ⓧ - LOT #2 RESERVED FOR STORM WATER DRAINAGE RETENTION/DETENTION
- Ⓢ - CITY OF GOSHEN STORM SEWER EASEMENT
- ⓑ - 35' MINIMUM BUILDING, PARKING & DRIVING AISLE SETBACK
- Ⓝ - 5' NON ACCESS EASEMENT
- ⓃⓅ - NO BUILD EASEMENT (WITHOUT FURTHER APPROVALS FROM THE CITY OF GOSHEN)



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

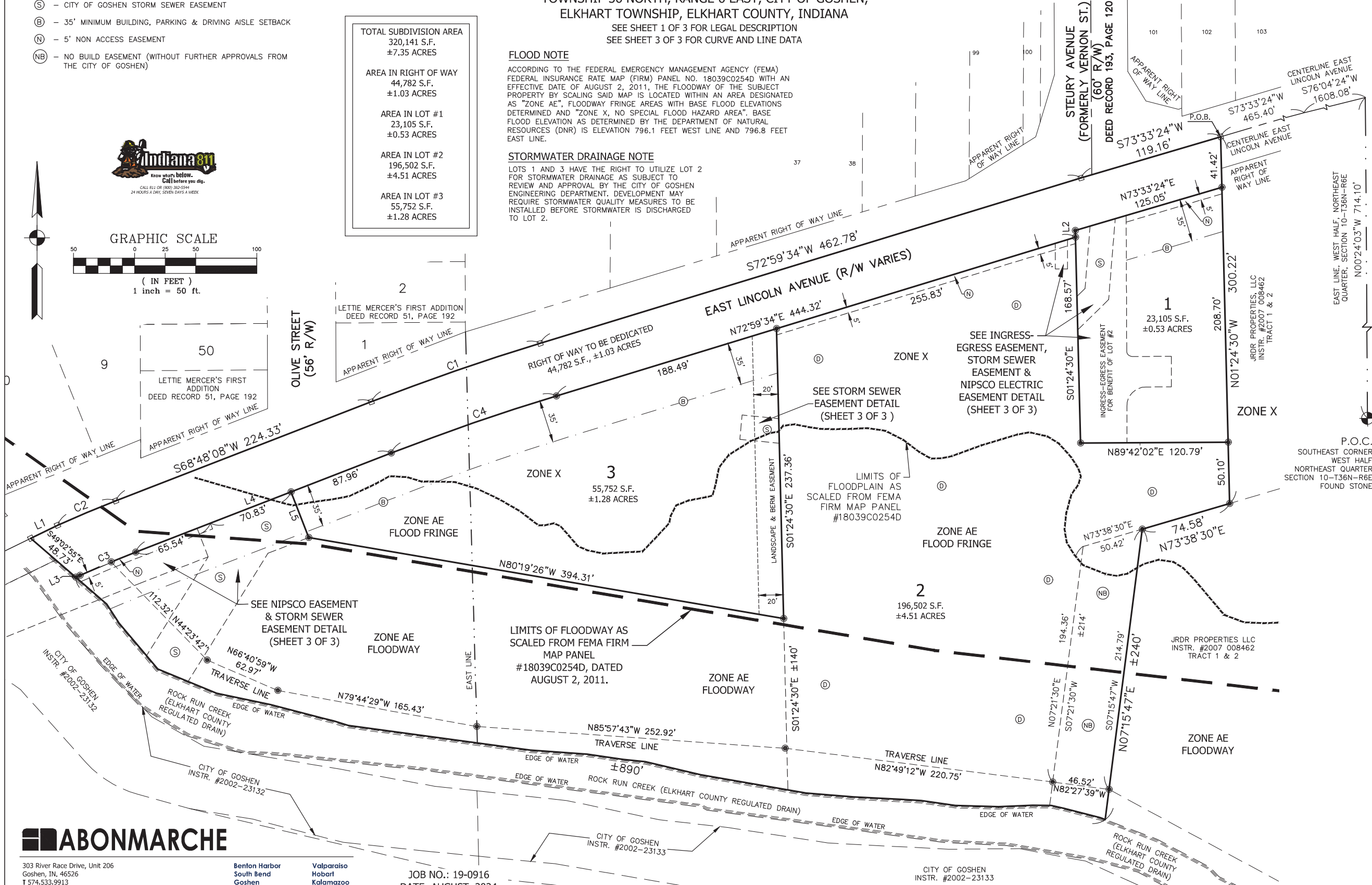
TOTAL SUBDIVISION AREA	320,141 S.F.	±7.35 ACRES
AREA IN RIGHT OF WAY	44,782 S.F.	±1.03 ACRES
AREA IN LOT #1	23,105 S.F.	±0.53 ACRES
AREA IN LOT #2	196,502 S.F.	±4.51 ACRES
AREA IN LOT #3	55,752 S.F.	±1.28 ACRES

FLOOD NOTE

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FEDERAL INSURANCE RATE MAP (FIRM) PANEL NO. 18039C0254D WITH AN EFFECTIVE DATE OF AUGUST 2, 2011, THE FLOODWAY OF THE SUBJECT PROPERTY BY SCALING SAID MAP IS LOCATED WITHIN AN AREA DESIGNATED AS "ZONE AE", FLOODWAY FRINGE AREAS WITH BASE FLOOD ELEVATIONS DETERMINED AND "ZONE X, NO SPECIAL FLOOD HAZARD AREA". BASE FLOOD ELEVATION AS DETERMINED BY THE DEPARTMENT OF NATURAL RESOURCES (DNR) IS ELEVATION 796.1 FEET WEST LINE AND 796.8 FEET EAST LINE.

STORMWATER DRAINAGE NOTE

LOTS 1 AND 3 HAVE THE RIGHT TO UTILIZE LOT 2 FOR STORMWATER DRAINAGE AS SUBJECT TO REVIEW AND APPROVAL BY THE CITY OF GOSHEN ENGINEERING DEPARTMENT. DEVELOPMENT MAY REQUIRE STORMWATER QUALITY MEASURES TO BE INSTALLED BEFORE STORMWATER IS DISCHARGED TO LOT 2.



303 River Race Drive, Unit 206
Goshen, IN, 46526
T 574.533.9913
F 574.533.9911
abonmarcche.com

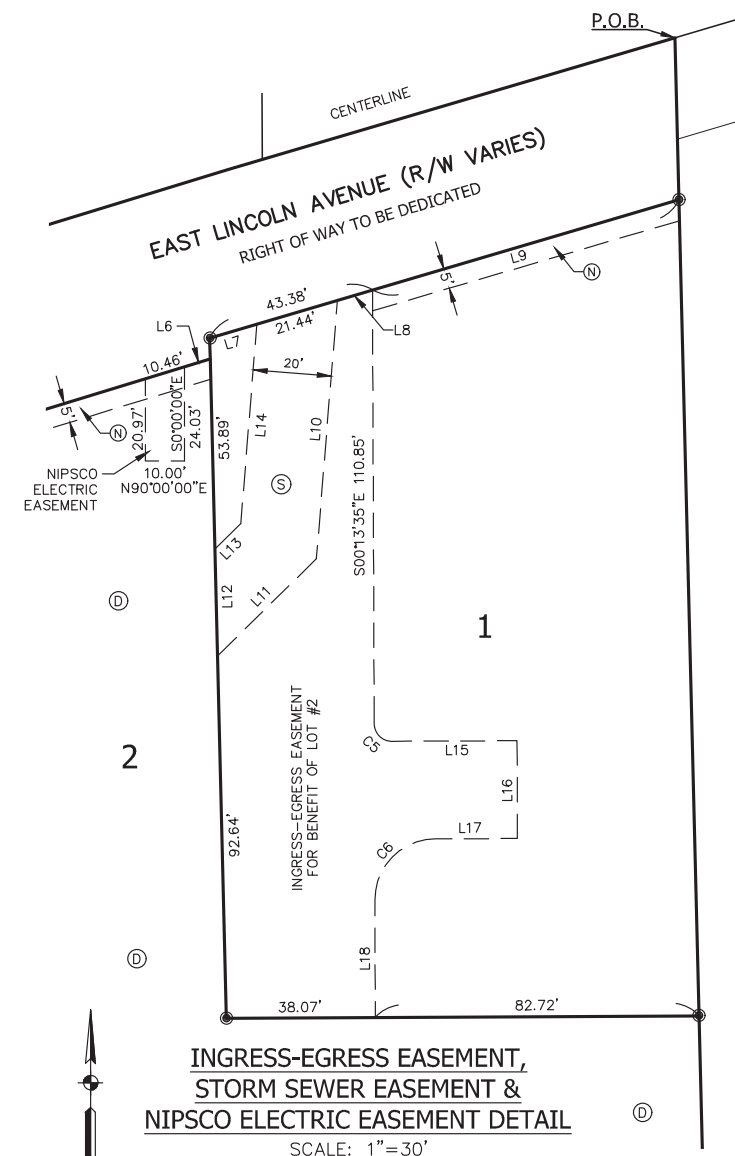
Benton Harbor
South Bend
Goshen
Fort Wayne
Lafayette
Valparaiso
Hobart
Kalamazoo
Grand Haven
Grand Rapids

JOB NO.: 19-0916
DATE: AUGUST, 2024
SHEET 2 OF 3

CITY OF GOSHEN
INSTR. #2002-23133

LINCOLN AVENUE SUBDIVISION

A PART OF LOT NUMBER ONE (1) THROUGH LOT NUMBER SIX (6), INCLUSIVE, IN MERCER'S FOURTH ADDITION (DEED REC. 81, PAGE 443) AND A PART OF THE WEST HALF SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA



LEGEND

- Ⓧ - LOT #2 RESERVED FOR STORM WATER DRAINAGE RETENTION/DETENTION
- Ⓢ - CITY OF GOSHEN STORM SEWER EASEMENT
- Ⓝ - 5' NON ACCESS EASEMENT

BOUNDARY & LOT LINE DATA

NUMBER	DIRECTION	DISTANCE
L1	S63°57'45"W	24.33'
L2	N01°24'30"W	5.36'
L3	N65°50'49"E	3.81'
L4	N68°48'08"E	224.33'
L5	S21°11'52"E	40.00'

EASEMENT LINE DATA

NUMBER	DIRECTION	DISTANCE
L6	S72°59'34"W	6.87'
L7	N73°33'24"E	12.60'
L8	N73°33'24"E	9.35'
L9	N73°33'24"E	81.66'
L10	S04°38'51"W	66.25'
L11	S45°28'25"W	35.46'
L12	N01°24'30"W	27.40'
L13	N45°28'25"E	9.29'
L14	N04°38'51"E	51.09'
L15	N89°46'25"E	32.00'
L16	S00°13'35"E	25.00'
L17	S89°46'25"W	21.00'
L18	S00°13'35"E	30.11'
L19	S68°24'54"W	11.52'
L20	S21°11'52"E	25.00'
L21	N22°54'41"W	34.24'
L22	N58°38'17"E	3.82'

CURVE DATA

NUMBER	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD LENGTH	CHORD DIRECTION
C1	2000.00'	146.27'	04°11'26"	73.17'	146.24'	S70°53'51"W
C2	1000.00'	51.58'	02°57'19"	25.80'	51.57'	S67°19'29"W
C3	955.00'	49.26'	02°57'19"	24.63'	49.25'	N67°19'29"E
C4	1955.00'	142.98'	04°11'26"	71.52'	142.95'	N70°53'51"E
C5	4.50'	7.07'	90°00'00"	4.50'	6.36'	S45°13'35"E
C6	15.50'	24.35'	90°00'00"	15.50'	21.92'	S44°46'25"W

STORM SEWER EASEMENT DETAIL

SCALE: 1"=30'

JOB NO.: 19-0916
DATE: AUGUST, 2024

SHEET 3 OF 3

- #### OWNERS
- CITY OF GOSHEN, INDIANA
INSTR. #2013-27961
 - CITY OF GOSHEN, INDIANA
INSTR. #2014-02695
 - CITY OF GOSHEN, INDIANA
INSTR. #2024-05437
 - CITY OF GOSHEN, INDIANA
INSTR. #2015-04176
 - CITY OF GOSHEN, INDIANA
INSTR. #2017-17988
 - CITY OF GOSHEN, INDIANA
(AGREED FINDING & JUDGEMENT)
INSTR. #2020-03508
 - CITY OF GOSHEN, INDIANA
INSTR. #2023-03736

- #### OWNERS
- ARTURO MARIN
INSTR. #2010-14159
 - ARTURO MARIN &
ARACELIA MANRIQUEZ
INSTR. #2018-03415



303 River Race Drive, Unit 206
Goshen, IN. 46526
T 574.533.9913
F 574.533.9911
abonmarcche.com

Benton Harbor
South Bend
Goshen
Fort Wayne
Lafayette
Valparaiso
Hobart
Kalamazoo
Grand Haven
Grand Rapids
Engineering · Architecture · Land Surveying

COPYRIGHT 2024, ABONMARCHE CONSULTANTS, INC.

C:\Projects\2019\19-0916 Goshen City-Steuery Avenue-Lincoln Avenue Roadway Reconstruction & Drainage Improvement Design Project\CAD\Survey\Drawings\19-0916 Subdivision Platting\19-0916 Secondary Plat.dwg



Department of Environmental Resilience

410 West Plymouth Avenue • Goshen, IN 46526
Phone (574) 534-0076 • www.goshenindiana.org
Aaron Sawatsky-Kingsley, Department Head



To: Board of Public Works and Safety

From: Environmental Resilience Department

Date: 8/27/2024

Subject: Great Lakes Commission – Phragmites Adaptive Management Program Grant

Request: Request authorization for Mayor Leichty to sign the contract with Aquatic Weed Control for phragmites removal for \$9,750.

This contract is for the removal of the invasive species “phragmites” on five city properties, including three Parks properties and two Stormwater retention basins. This contract is being funded through a grant from the Great Lakes Commission for the City of Goshen to participate in phragmites removal research. The grant will pay \$8, 276 and the Department will pay the remaining \$1,474.

This research is intended to develop best management standards for phragmites removal. The information from the outcomes will give Goshen managers the tools to keep phragmites in check on City properties and provide information & public education for landowners in our area.

Properties included in this project: Fidler Pond, Abshire Park, and stormwater retention basins at 828 E Lincoln Ave and 2427 Kercher Road

Gina Leichty
Mayor of Goshen

AGREEMENT

With Aquatic Weed Control for the Treatment of Phragmites, an Invasive Species. (Subject to Grant Agreement Between City of Goshen and Great Lakes Commission G23AC00436

THIS AGREEMENT is entered into on _____, 2024, which is the last signature date set forth below, by and between **Aquatic Weed Control** (“Contractor”), whose mailing address is 2105 Carmen Court, Goshen, IN 46528, 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”).

This Agreement is subject to terms and conditions of the grant agreement between the City of Goshen and Great Lakes Commission for the Phragmites Adaptive Management Framework Active Adaptive Management Program executed on August 2, 2024, attached at Exhibit A and made a part hereto.

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

Section 1. Contractor Duties

- (A) Contractor shall provide City the services for the treatment of Phragmites, and invasive species of plant found in five (5) locations within the City of Goshen. These services are more particularly described in Contractor’s August 12, 2024 proposal attached as Exhibit B (hereinafter referred to as “Duties”).
- (B) In the event of any conflict between the terms of this agreement and the terms in the proposal attached as Exhibit B, the terms set forth in this agreement shall prevail.
- (C) Contractor’s Duties under this agreement include:
 - (1) **Fidler’s Pond**- Treatment with *Glyphosate* only by applying the herbicide from an application boat sprayer, a truck bed spray system, backpack sprayer, or any combination thereof, depending on which method would grant the best access to ensure full coverage of the treatment areas. **Contractor shall secure the DNR permit necessary for treatment due to this area being a municipal pond.**
 - (2) **828 E. Lincoln Ave**- Treatment with *Imazapyr* only by applying the herbicide from a truck bed spray system or backpack sprayer or any combination thereof, depending on which method would grant the best access to ensure full coverage of the treatment areas.
 - (3) **Shanklin Park**- Treatment with *Glyphosate* only by applying the herbicide from a truck bed spray system or backpack sprayer or any combination thereof, depending on which method would grant the best access to ensure full coverage of the treatment areas.
 - (4) **2427 Kercher Road**- Treatment with *Glyphosate* only by applying the herbicide from a truck bed spray system or backpack sprayer or any combination thereof, depending on which method would grant the best access to ensure full coverage of the treatment areas.

- (5) **Abshire Park**- Treatment with *Glyphosate* only by applying the herbicide from an aerial drone spray system, a truck bed spray system, backpack sprayer, or any combination thereof, depending on which method would grant the best access to ensure full coverage of the treatment areas.
- (6) **Biomass removal**- All biomass will be removed by a controlled burn in the early Spring of 2025 when the plants have had enough time to fully die and dry out.
- (7) Contractor shall notify the Department of Environmental Resilience via email at environmental@goshencity.com no less than seven (7) days prior to intended treatment or burn dates to allow the City time to notify the public.
- (8) Contractor shall notify Goshen Fire Department no less than ten (10) days prior to intended controlled burn of biomass to allow Goshen Fire Department to be on site the day of the controlled burn.
- (9) City understands that Contractor will have to drive on grass in areas otherwise not allowed to get as close to treatment area as possible. Although, no damage to these areas is anticipated, Contractor shall be responsible for any necessary repairs or replacement of landscaping should any significant damage occur beyond the acts of the standard treatment process.

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor shall complete all Duties as follows:

Location	2024 Treatment	2025 Treatment	Method
Fidler’s Pond	September -October	April- June	Glyphosate
823 E. Lincoln Ave	September -October	No treatment required	Imazapyr
Shanklin Park	September -October	April- June	Glyphosate
2427 Kercher Rd	September -October	No treatment required	Glyphosate
Abshire Park	September -October	April- June	Glyphosate
Biomass Removal	November	March	Mowing; controlled burn

Section 3. Compensation

City agrees to compensate Contractor as follows for performing all Duties:

Location	2024 Treatment Cost	2025 Treatment Cost	Total per Site
Fidler’s Pond	\$1,550	\$1,000	\$2,550
823 E. Lincoln Ave	\$ 375		\$ 375
Shanklin Park	\$ 650	\$ 400	\$1,050
2427 Kercher Rd	\$ 925		\$ 925
Abshire Park	\$1,350	\$1,000	\$2,350
Biomass Removal			<u>\$2,500</u>
	Total		\$9,750

Section 4. Payment

- (A) City shall pay Contractor for each phase of Duties satisfactorily completed under this agreement as Duties progress.
- (B) Payment shall be upon City’s receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Environmental Resilience
410 E. Plymouth Road
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) Contractor 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. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively “Documents”) prepared by Contractor or Contractor’s employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Section 6. Licensing/Certification Standards

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Contractor pursuant to this agreement.

Section 7. Independent Contractor

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 8. Non-Discrimination

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor 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) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor 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.

Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

- (D) City may terminate the contract if Contractor 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 Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against 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 Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor 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 under this agreement.

Section 13. 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 14. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor 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 Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 15. Termination

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (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 16. 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

Contractor:

Aquatic Weed Control
Attention: Jim Donahoe
2105 Carmen Court
Goshen, IN 46528

Section 17. Subcontracting or Assignment

Contractor 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 Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

Section 18. 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 19. 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 20. Applicable Laws

- (A) Contractor 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) Contractor 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 may be deemed a material breach of agreement.

Section 21. 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 22. 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 23. 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 24. Entire Agreement

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

Section 25. Authority to Execute

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

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

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

Aquatic Weed Control

Gina Leichty, Mayor

Jim Donahoe, Owner/Operator

Date Signed: _____

Date Signed: _____



1300 Victors Way, Suite 1350
Ann Arbor, Michigan 48108-5203
Office 734-971-9135 • glc@glc.org

EXECUTIVE DIRECTOR
Erika S. Jensen

6/13/2024

Theresa Sailor
City of Goshen Department of Environmental Resilience
410 W Plymouth Ave
Goshen, IN 46526

RE: *Phragmites* Adaptive Management Framework Active Adaptive Management Program

Dear Theresa:

This letter formalizes the terms of a professional services contract (“Contract”) between the Great Lakes Commission (“Commission”) and the City of Goshen Department of Environmental Resilience (“Contractor”), both sometimes hereinafter collectively referred to as the “Parties,” regarding the disbursement to Contractor of funding to provide support for the implementation of the *Phragmites* Adaptive Management Framework (PAMF). This Project is being initiated under the *Phragmites* Initiative, with funding from the U.S. Geological Survey (USGS) through a cooperative agreement with the Commission (G23AC00436).

Specific requirements, tasks, and deadlines are presented in the conditions below:

1. PROJECT SCOPE:

- A. This letter and its attachments constitute the entire Contract between the Commission and the Contractor relative to the Project. The Contract may be modified only following consultation with and upon the written consent of the other party.
- B. The work to be performed by the Contractor under this Contract is specified in the approved Scope of Work (Attachment A), which is specifically incorporated by reference herein and made part of this Contract. Any modification to the Scope of Work must be approved in writing in advance by the Contractor and the Commission.
- C. By acceptance of this Contract, the Contractor commits to complete the Project identified in Attachment A and all required reporting during the effective dates (“Contract Period”) and in accordance with the terms and conditions of this Contract.

2. **CONTRACT PERIOD:** The duration of this Contract is from July 1, 2024 to July 30, 2025, unless otherwise agreed to by the Parties in accordance with this Contract. The Commission shall have no responsibility to provide funding to the Contractor for Project work performed outside of the Contract Period. All reimbursable expenses must be incurred, and all tasks must be completed, on or before July 30, 2025.

3. CONTRACT BUDGET:

- A. The approved budget for this Contract, as shown in the attached Scope of Work (Attachment A), will not exceed \$12,145.18 unless otherwise agreed to by the Commission and the Contractor. Detailed records of the Contractor’s Project expenses shall be kept throughout the Project and retained as described in Item 15, below.
- B. The Contractor must obtain prior approval in writing from the Commission’s Point of Contact listed below for any cumulative transfers among budget categories that exceed fifteen percent (15%) of the total approved budget amount (\$1,821.78).

4. REPORTING:

- A. Reporting in accordance with PAMF protocols is required. Contractor must follow protocols to collect and submit monitoring data in July 2024 and July 2025 as well as three management reports in-between (due on November 1, 2024, April 1, 2025, and July 1, 2025).

- B. The Contractor shall be required to submit a semiannual financial report and corresponding invoices during the Contract period, due February 15, 2025. The financial report shall briefly describe the expenses between July 1, 2024 – January 30, 2025 and the reasons for slippage if established outputs/outcomes were not met. Invoices will include an itemized list of expenses by category and supporting documentation for those expenses.
- C. The Contractor agrees to inform the Commission as soon as problems, delays, or adverse conditions become known which will materially impair the Contractor’s ability to meet the outputs/outcomes specified in the approved Scope of Work (Attachment A).
- D. The Contractor shall be required to submit a final report narrative (a series of prompts will be provided by the Great Lakes Commission) and a final financial report that summarizes the work and expenses of the entire contract period.
- E. Summary of required reports below:

Due Date	Report	Reporting Details
July 31, 2024	Monitoring Report	Submitted on the PAMF Web Hub
November 1, 2024	Translocating Monitoring Report	Submitted on the PAMF Web Hub
February 15, 2025	Financial Report	Emailed to Point of Contact
April 1, 2025	Dormant Management Report	Submitted on the PAMF Web Hub
July 1, 2025	Growing Management Report	Submitted on the PAMF Web Hub
July 31, 2025	Monitoring Report	Submitted on the PAMF Web Hub
August 30, 2025	Final Narrative and Financial Report	Emailed to Point of Contact

5. DISBURSEMENTS:

- A. The Commission shall provide an advance of **ninety percent (90%)** of the Project budget (or a total of **\$10,930.66**) to the Contractor upon execution of this Contract. The Contractor will draw upon these funds to cover initial costs for the Project and must report on these advanced funds in monthly invoices as they are expended. Additional funds will only be disbursed to the Contractor once the advanced funds have been fully expended.
- B. Subsequent disbursements will be made to the Contractor on a reimbursement basis, upon receipt and approval of monthly progress reports, invoices (and supporting financial documentation), and documentation of the Contractor's services provided during the reporting period. After reviewing the materials, the Commission will disburse the payment within thirty (30) calendar days. The Commission will notify the Contractor within ten (10) business days of receipt of invoices if the materials are insufficient to support disbursement of funds. The Commission is not responsible for delay of payments due to incomplete or late reporting on the part of the Contractor. Payments will be made to the Contractor’s designated payee at the address provided on the invoice unless the Commission is notified otherwise in writing.
- C. Final payment for the Contract will be made upon receipt and acceptance of a final invoice (with supporting financial documentation) and satisfactory completion of work specified in the Scope of Work (Attachment A). The final invoice and all remaining Project deliverables must be received by the Commission by the Contract Period end date specified in Item 2. If the invoice or final deliverables are found to be incomplete or otherwise unacceptable by the Commission, or if the Project work has not been accomplished in accordance with the Scope of Work, the Commission reserves the right to delay the final payment of funds until the Contractor has resubmitted the deliverables and completed the Project work in accordance with the Scope of Work.

6. CONTRACTOR RESPONSIBILITIES:

- A. The Contractor and any designee, subcontractor, or agent shall at all times be an independent contractor. The Contractor shall, under no circumstance during the term of this Contract, be an employee or agent of the Commission. The Commission and Contractor agree that the Commission is not required to withhold income tax for any payment to the Contractor, its employees or its designees or agents under this Contract, including reimbursement of expenses, but that it may file informational returns with the U.S. Internal Revenue Service or similar federal or state agencies regarding payment made hereunder to the Contractor under conditions imposed by federal, state or local laws applicable to such payment. It is further understood that neither the Contractor, nor its designees, agents or employees, are employees or agents of the Commission or its party states, within the meaning or application of any federal or state of Michigan unemployment insurance, retirement benefits law or social security law, or any worker's compensation or industrial law or otherwise.
- B. The Contractor agrees to abide by all local, state, and federal laws, rules, ordinances, and regulations in the performance of this Project. The Contractor is solely responsible for determining the requirements for and obtaining any permits or licenses that may be required by local, state or federal laws, regulations or rules to carry out the activities funded under this Contract.
- C. Services performed by the Contractor under this agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession. The Parties acknowledge they will act in good faith in carrying out their duties and obligations. The Contractor will make a good faith effort to communicate any reasonable delays to the Commission.
- D. The Contractor is responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports, products, and other services furnished by the Contractor or its subcontractor(s) under this Contract. The Contractor or its subcontractor(s) shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in all reports, products, or other services produced under this Contract.
- E. The Commission's approval of all reports, products, and incidental work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of the work. The Commission's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the Commission for breach of obligation with respect to any of the services furnished under this Contract by the Commission.
- F. The Contractor shall ensure that no funds provided under this Contract are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- G. The Contractor agrees that the terms and conditions of this Contract flow down to subcontractors and will include all relevant language of these requirements in the award documents for any subawards made pursuant to this Contract at all tiers, unless a particular term or condition specifically indicates otherwise.

7. POINT OF CONTACT: Any correspondence relating to Project deliverables, reporting, billing, and payment should be directed to the Commission's Point of Contact:

Samantha Tank, Project Manager
Great Lakes Commission
1300 Victors Way, Suite 1350
Ann Arbor, MI 48108
(734) 396-6055 | sam@glc.org

8. PUBLICATIONS AND USE OF MATERIAL:

- A. Title to any copyrights or copyrightable material or work developed or purchased by the Contractor or its Subcontractors under this Contract shall remain with the Contractor and/or its Subcontractors. However,

the Contractor and its Subcontractors grant to the Commission, and its party states an irrevocable, royalty-free, non-transferable, non-exclusive right and license of all rights to reproduce, publish, use and authorize others to use all copyrighted works or other data developed or purchased under this agreement, including the right to place materials on websites or on other electronic media, to the extent required to meet Commission obligations to the USGS under the Prime Award (Attachment C) and for non-commercial, educational purposes so long as any such use credits the Contractor or its Subcontractors.

- B. The Commission reserves the exclusive rights to publicize, announce, or promote the Project, activities, and events associated with the Project.
- C. All work products developed by the Contractor under the Project shall acknowledge the U.S. Geological Survey (USGS) funding assistance in the following terms:

“This material is based upon work supported by the U.S. Geological Survey under Grant/Cooperative Agreement No. G23AC00436.”

and should also acknowledge significant contributions by others.

- D. Final products created as part of this Project may be used and distributed by the Commission or its Project funder at their discretion.

- 9. **ASSIGNABILITY:** The Contractor may not transfer, pledge, mortgage, or otherwise assign the value of this Contract, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of the Commission.

10. ESTABLISHING AND MANAGING SUBCONTRACTS:

- A. The Contractor, its agents and/or designees agree to comply with the applicable provisions of 2 CFR Part 200. All subcontractors hired by the Contractor pursuant to this agreement shall be subject to the provisions hereof. The Contractor further agrees that each subcontractor it hires hereunder will limit the Commission’s financial obligations to actual funds received and will indemnify the Commission for any illegal acts performed by that subcontractor, its employees, agents, and/or assignees.
- B. The Contractor is solely responsible for all activities performed under this Contract. Further, the Commission will consider the Contractor to be the sole point of contact for all contractual matters, including payment of any and all charges resulting from the anticipated Project.

- 11. **NON-DISCRIMINATION:** The Contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or because of a handicap that is unrelated to the person’s ability to perform the duties of a particular job or position. The Contractor further agrees that any subcontract with any non-public entities performing or providing services paid for in part or in whole by funds granted under this Contract shall contain a non-discrimination provision, which is not less stringent than this provision and binding upon any and all subcontractors responsible for all or a portion of the work outlined in Attachment A. A breach of this covenant shall be deemed a material breach of this Contract.

12. DISPUTE RESOLUTION AND GOVERNING LAWS:

- A. If any provision of this Contract is held by a court of law to be unenforceable, then such provision will be modified to reflect the Parties’ intention. All remaining provisions of the Contract shall remain in full force and effect.
- B. Both Parties agree herein to a good faith commitment to resolve any disputes over the interpretation of the terms of this Contract.

13. LIABILITY:

- A. The Contractor agrees to hold harmless the Commission, its officers, agents, and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where liability is founded upon and grows out of the acts or omissions of any of the officers, employees or agents of the Contractor while acting within the scope of their employment where protection is afforded by Wisconsin Statute sections 895.46(1) and 893.82.
 - B. The Contractor understands and agrees that the Commission's only obligation with respect to the Contractor in connection with the Project is to provide funding as set forth herein and the Commission shall have no other liability to or on behalf of the Contractor.
 - C. The Contractor's obligation to hold the Commission harmless for any actions arising out of work performed by the Contractor under this Contract shall survive the termination of this Contract.
14. **DEBARMENT AND SUSPENSION:** The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or 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.

15. **AUDIT AND ACCESS TO RECORDS:**

- A. The Contractor shall retain and maintain all records and documents relating to the services performed under this Contract for minimum period of three (3) years after the Commission pays the final billing and ensure that these records could be made available upon request from either the Commission's Project funder or the Commission. The files will contain at a minimum: Project work plans, copies of all federal and state permits/consultations associated with Project implementation, and copies of all financial documents and supporting materials, including source documentation for all accounting records for all costs incurred under this agreement. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract award documents. All Project costs must be incurred within the approved Contract Period. Costs that cannot be supported by source documentation or that are incurred outside of the approved Contract Period and budget may be disallowed and may result in advanced funds being returned to the Commission by the Contractor.
- B. The Commission reserves the right to conduct a programmatic and financial audit of the Project, and the Commission may withhold payment until the audit is satisfactorily completed. The Commission or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying.
- C. The Commission, USGS, the Federal Office of the Inspector General, and their authorized representatives, shall at all reasonable times during normal business hours during the term of this Contract and for three (3) years following Contract completion and/or termination, have the right to inspect, audit, and reproduce all records, books, documents, correspondence, instruction, drawings, receipts, vouchers, memoranda, similar data and other evidence, and accounting procedures in any manner relating to this Contract, and the work performed and services rendered thereunder. The Commission may demand, and the Contractor shall be required to deliver, forthwith, such additional records, accounts, summaries, and supporting documents as the Commission in its sole discretion may deem appropriate.

16. **INSURANCE:**

- A. The Contractor agrees to obtain, provide, and maintain at its own expense the liability and other insurance or self-insurance coverages at not less than the levels indicated below (including coverage for Contractor's employees working on the Project) for the duration of the Contract Period. The Contractor must provide a current Certificate of Insurance coverage (COI) to the Commission as part of this Contract (Appendix B) prior to commencing any Project work and will ensure that an updated COI is on file at the Commission through the end of the Contract Period.

If the electing to provide self-insurance coverage, the Contractor must provide documentation to the Commission describing how recovery of damages, which may arise out of the Contractor's performance of

services under the terms of the Contract, will be covered at levels equivalent to (or above) the minimum levels indicated below, as part of this Contract.

- i. Commercial General Liability with the following minimum coverages:
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations, on a Primary and Non-Contributory basis
 - \$1,000,000 Personal & Advertising Injury
 - \$1,000,000 Each Occurrence

Commercial General Liability policies shall contain cross liability endorsements.

Contractor must list the Great Lakes Commission as an ADDITIONAL INSURED or COVERED PARTY on the Commercial General Liability certificate, on a Primary and Noncontributory basis, with a Waiver of Subrogation.

- ii. Employers liability insurance with the following minimum limits:
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease (policy limit)
 - \$1,000,000 Disease (each employee)
- iii. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state in which the Project is located.
- iv. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law with the following minimum limits:
 - \$1,000,000 Automobile Liability, including owned, hired, or non-owned vehicles (combined single limit for bodily injury and property damage)

Automobile Liability policies shall contain cross liability endorsements.

- v. Any additional forms of insurance which the Contractor or the Commission determine may be necessary for its proper protection and performance of this Project.
- B. The insurance policies shall provide that the Commission be given sixty (60) days prior written notice in the event of cancellation or material change in coverage.
 - C. The Contractor must require that all contracted personnel or entities used by the Contractor in performing the Project work maintain the required insurances contained in this section for the duration of the Contract Period.
 - D. The Contractor shall give the Commission prompt and timely notice of any claims made or suits instituted in association with or arising out of the Contractor's performance of this Contract.

17. **SAFETY:** The Contractor agrees that it alone shall be responsible for the safety of its representatives while performing any services hereunder and will familiarize itself with any hazards it may encounter in conducting its work hereunder. The Contractor agrees to comply with all applicable federal, state, municipal and local laws, rules, ordinances and requirements concerning health, safety, and training with respect to Contractor's work hereunder, including the Federal Occupational Safety and Health Act of 1970, as amended under 29 CFR 1910 et seq., and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder. The Contractor, its agents, designees, and subcontractors shall have a written safety plan which specifically addresses the safety of all Project personnel, associates, and visitors. The plan should consider safety in and around the Project site during and after Project implementation and take into account potential safety concerns with regard to current and future use of the site. Pursuant to Executive Order 13043, the Contractor shall require employees and subcontractors to

enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally-owned vehicles.

18. TERMINATION:

- A. This Contract may be terminated by the Commission before its expiration date by written notice with justification for termination sent via certified mail, return receipt requested. The Contractor shall continue to be responsible and liable for the proper performance of its obligations to the date of termination, unless otherwise instructed by the written notice. The Commission shall honor requests for just and equitable compensation to the Contractor for all satisfactory and eligible work completed under this Contract through the date of termination, upon which time all outstanding reports and documents are due to the Commission and the Commission will no longer be liable to pay the Contractor for any further expenses under the Project. If funds previously advanced to the Contractor have not been expended in the performance of the Project, all unexpended funds will be returned to the Commission or a settlement will be negotiated as to the proportion to be reimbursed based on satisfactory work completed.
 - B. If the Contractor fails to materially comply with the terms of this Contract, the Commission may provide written notice to the Contractor outlining corrections to be made. If the Contractor fails to cure the breach within a thirty (30) day period after receiving written notice, the Commission may, by additional written notice to the Contractor, terminate this Contract in whole or in part. Upon receiving such notice, the Contractor shall immediately discontinue all affected Project activities and deliver to the Commission all information and materials the Contractor has accumulated in performing this Contract, whether completed or in process.
19. **FORCE MAJEURE:** Neither of the Parties hereto will be liable for damages for any delay or default in performance during the term hereof if such delay or default is caused by conditions beyond its control, including, but not limited to, acts of God, government restrictions, continuing domestic or international problems such as wars, threats of terrorism, or insurrections, strikes, fires, floods, work stoppages, and embargoes.

FEDERALLY FUNDED PROJECT REQUIREMENTS

20. **FEDERAL AWARD INFORMATION:** The Catalog of Federal Domestic Assistance (CFDA) title associated with this Project is U.S Geological Survey Research and Data Collection and the CFDA number is 15.808. The federal award number is G23AC00436, and this Contract is funded with Federal funds from the U.S. Geological Survey. By accepting this Contract, the Contractor agrees to comply with the requirements described below. A copy of the USGS Cooperative Agreement # G23AC00436 (Prime Award) is provided as Attachment B. Cooperative Agreement modifications issued from the USGS to the Commission for subsequent funding periods shall be provided to the Contractor upon request.
21. **APPLICABLE REGULATIONS:** The Contractor and recipients of any subcontracts under this Contract agree to comply with the following regulations, which are incorporated herein by reference. (Copies of these regulations can be obtained at: http://www.whitehouse.gov/omb/grants_docs.)
- a. 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," as implemented by the Department of the Interior in 2 CFR Part 1402 and 43 CFR Part 12.
 - b. 2 CFR Part 180, Governmentwide Debarment and Suspension (Nonprocurement)
 - c. 2 CFR Part 182, Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
 - d. 2 CFR Part 1400, Nonprocurement Debarment and Suspension

- e. 2 CFR Part 1401, Requirements for a Drug Free Workplace (Financial Assistance)
- f. 43 CFR Part 17, Nondiscrimination in Federally Assisted Programs of the Department of the Interior
- g. 43 CFR Part 18, New Restrictions on Lobbying, including Appendix A, Certification Regarding Lobbying
- h. 43 CFR Part 41, Nondiscrimination on the Basis of Sex in Education Program or Activities Receiving Federal Financial Assistance (*applies only if this award provides assistance to an education program or students*)

The terms and conditions of USGS awards flow down to subrecipients and contractors, unless a particular award term or condition specifically indicates otherwise.

- 22. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):** In accordance with the Federal Funding Accountability and Transparency Act (FFATA), the Contractor agrees to provide information to the Commission's Point of Contact, upon request, to assist with required reporting of subawards and executive compensation.
- 23. **SYSTEM OF AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS:** Unless the Contractor is exempted from this requirement under 2 CFR 25.110, the Contractor agrees to maintain the currency of its information in the System of Award Management (SAM) until the final payment has been received by the Contractor. The Contractor must review and update the information at least annually after the initial registration, and more frequently if required by changes in the Contractor's information.

SAM is the Federal repository into which an entity must provide information required for the conduct of business as a recipient of Federal financial support. Additional information about registration procedures may be found at the SAM website (currently <http://www.sam.gov>).

- 24. **RESEARCH INTEGRITY:** The Contractor must adhere to the Federal Policy on Research Misconduct, Office of Science and Technology Policy, December 6, 2000, 65 Federal Register (FR) 76260. The Federal Policy on Research Misconduct outlines requirements for addressing allegations of research misconduct, including the investigation, adjudication, and appeal of allegations of research misconduct and the implementation of appropriate administrative actions. The Contractor must promptly notify the Commission's Project Contact when research misconduct that warrants an investigation pursuant to the Federal Policy of Research Misconduct is alleged.

25. ACCESS AND RIGHTS TO RESEARCH DATA AND OTHER INTANGIBLE PROPERTY:

- A. Recipients that are institutions of higher education, hospitals, or non-profit organizations are required to release research data first produced in a project supported in whole or in part with Federal funds that are cited publicly and officially by a Federal agency in support of an action that has the force and effect of law (e.g., regulations and administrative orders). "Research data" is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings. It does not include preliminary analyses; drafts of scientific papers; plans for future research; peer reviews; communications with colleagues; physical objects (e.g., laboratory samples, audio or video tapes); trade secrets; commercial information; materials necessary to be held confidential by a researcher until publication in a peer-reviewed journal; information that is protected under the law (e.g., intellectual property); personnel and medical files and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy; or information that could be used to identify a particular person in a research study.
- B. These requirements do not apply to commercial organizations or to research data produced by State or local governments. However, if a State or local governmental recipient contracts with an educational institution, hospital, or non-profit organization, and the contract results in covered research data, those data are subject to these disclosure requirements.

- C. Requests for the release of research data subject to this policy are required to be made to USGS, which will handle them as FOIA requests under 43 CFR 2.25. If the data are publicly available, the requestor will be directed to the public source. Otherwise, the USGS Contract Officer, in consultation with the affected Recipient and the PI, will handle the request. This policy also provides for assessment of a reasonable fee to cover Recipient costs as well as (separately) the USGS costs of responding.
 - D. Rights to research data and other intangible property shall be distributed in accordance with 2 CFR 200.315.
26. **CONFLICT OF INTEREST DISCLOSURES:** The Contractor is responsible for notifying the Commission in writing of any actual or potential conflicts of interest that may arise during the life of this Contract. Conflicts of interest include any relationship or matter which might place the Contractor, the Contractor's employees, or the Contractor's subcontractors in a position of conflict, real or apparent, between their responsibilities under this Contract and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Contractor, the Contractor's employees, or the Contractor's subcontractors in the matter. Upon receipt of such a notice, the Commission in consultation with the USGS Contracting Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the USGS Contracting Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the USGS Contracting Officer in writing. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).
27. **AUDIT REQUIREMENTS:** In accordance with Uniform Guidance 2 CFR 200.501(a), the Contractor hereby agrees to obtain a single audit from an independent auditor **if their organization expends \$750,000 or more in total Federal funds in their fiscal year.** If this applies to the Contractor at any point during the Contract period, the Contractor must submit the SF-SAC and a Single Audit Report Package using the Federal Audit Clearinghouse's Internet Data Entry System (see <http://harvester.census.gov/fac/>) within nine months after the end of the Contractor's fiscal year or 30 days after receiving the report from the auditor and provide an additional copy to the Commission's Financial Operations Manager.
28. **PROCUREMENT STANDARDS:** The Contractor agrees to comply with the Procurement Standards in 2 CFR Part 200 including those requiring competition when the Contractor and/or its subcontractor acquires goods and services from contractors (including consultants).
29. **INDIRECT COST RATE AGREEMENTS:** The Contractor is entitled to reimbursement of indirect costs, subject to any statutory or regulatory administrative cost limitations, if they have a current Federally-approved indirect cost rate agreement or have submitted an indirect cost rate proposal to their cognizant federal agency for review and approval and a final rate has been determined by the cognizant agency. The Contractor is responsible for maintaining an approved indirect cost rate for the life of the Contract. Recipients with differences between their provisional rates and final rates are not entitled to more than the award amount, without prior approval from the USGS.


If the above terms meet with your agreement, please sign below, keep a copy for your files, and return the signed original to the Commission office. Should you have any questions, please call the Commission Point of Contact at the number listed above.

Sincerely,



Erika S. Jensen
Executive Director

Conditions understood and accepted:



Signature

8/2/24
Date

Attachment: Scope of Work (Attachment A)
 Certificate of Insurance (Attachment B)
 Prime Award (Attachment C)

Copy furnished: Joe Bertram, Financial Operations Manager, Great Lakes Commission
 Samantha Tank, Project Manager, Great Lakes Commission



Appendix A - Cover Page

AAMP Proposal ID: 11

Organization

City of Goshen Department of Environmental Resilience
410 W Plymouth Ave
Goshen, IN 46526

Primary contact

Theresa Sailor
574-975-6255
theresasailor@goshencity.com

Funding amount

\$12,145.18

Management units

Management unit name	Management combination	ID # for genetic testing
Fidlers Pond	Glyphosate, Rest, Glyphosate	11-01
828 E Lincoln Ave	Imazapyr, Rest, Rest	11-02
Shanklin Park	Glyphosate, Rest, Glyphosate	11-03
2427 Kercher Rd	Glyphosate, Remove biomass, Rest	11-04
Abshire Park	Glyphosate, Rest, Glyphosate	11-05

Proposal for the PAMF Active Adaptive Management Program

April 12th, 2024

1) Management of Phragmites on Goshen City Property:

The City of Goshen lies within the St. Joseph River Watershed in the Great Lakes Basin, with the Elkhart River flowing directly through it. Treating invasive species that can flow downstream into the St. Joseph River and eventually Lake Michigan is an important part of stopping their spread in the Great Lakes Basin. The City currently has 2.69 acres of land with phragmites present that are targeted to be removed with this grant, including five sites. The City would like to remove phragmites in two stormwater basins and three parks. All sites can spread phragmites into wider areas via wildlife or drainage into major waterways.

2) Contact information:

The Department of Environmental Resilience:

- a. Address: 410 W Plymouth Ave, Goshen, IN, 46526
- b. Contact number: 574-534-0076
- c. Primary Contact: Theresa Sailor, 574-975-6255, theresasailor@goshencity.com

3) Applicant Background:

The City of Goshen Department of Environmental Resilience is a municipal department that creates and manages environmental projects for the City of Goshen. Goshen is in Elkhart County with a population of 34,520 people. The City of Goshen is a non-profit municipality entity.

4) Statement of Qualifications:

The Department of Environmental Resilience manages the City's Climate Action Plan initiatives and is a partner with other Departments, making land management decisions for the 1,455 acres that the City owns. It also organizes educational outreach, community engagement, event planning, tree care (pruning, planting, and removal), project planning, and other miscellaneous environmental tasks. Sustainable land management is a relatively new endeavor for the Department, so hired contractors complete most restoration work. Several individuals on staff have experience with data collection and scientific research.

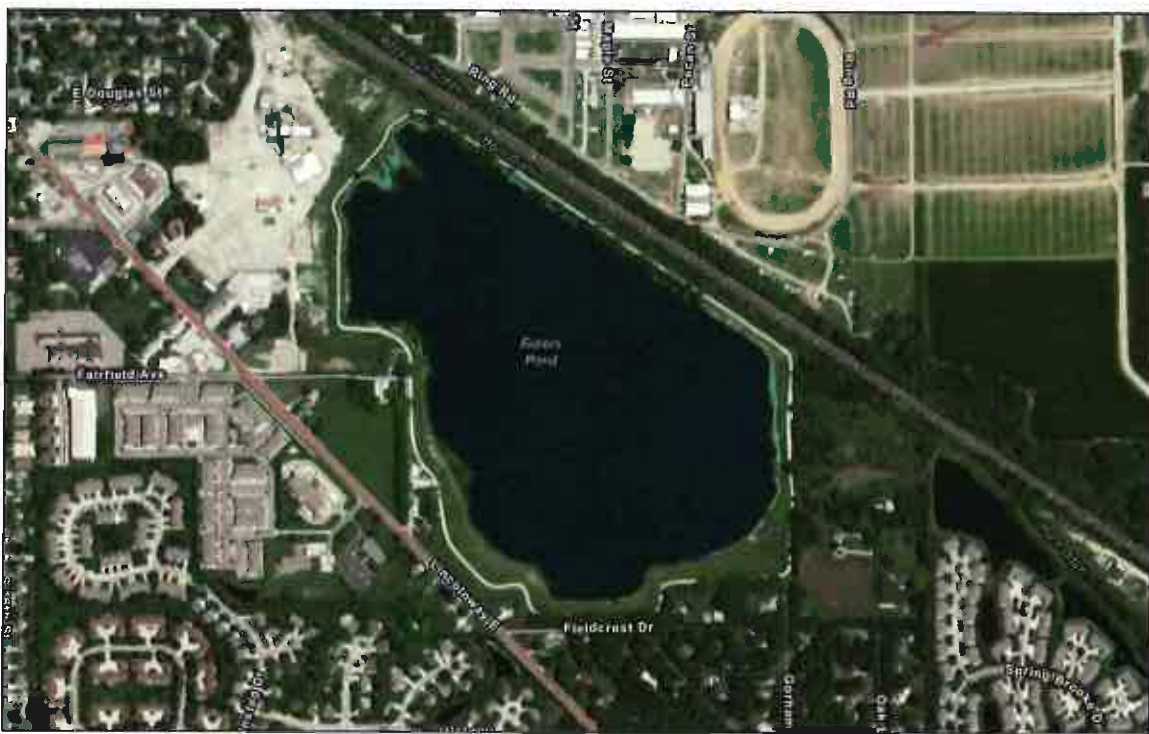
5) Work Plan:

The City proposes to manage phragmites on five properties using four different treatment methods. The City has selected management combinations 2, 4, 5, and 9. The treatment that will be used for each site is outlined below. The Department will collect samples for genetic testing and will collect soil samples when directed for the microbial work.

6) Project Locations:

Fidler's Pond: Areas with phragmites on them equate to less than five acres along the pond's bank. Total acreage is 0.951181 (Figure One).

- Parcel Numbers: 11-14-301-004-015, 11-14-326-012-015, 11-14-326-007-015, 11-14-151-001-015, 11-15-229-002-015, 11-15-276-025-015, 11-15-276-024-015, and 11-15-276-023-015
- **Treatment expectations, Plan 4:**
 - o September 2024-October 2024: Apply a product with glyphosate as the active ingredient.
 - o April 2025-June 2025: Apply a product with glyphosate as the active ingredient.



4/4/2024

1.9,359
0 0.05 0.1 0.2 mi
0 0.07 0.15 0.3 km

Figure One: The phragmites are shown in teal around the borders of Fidler's Pond. Although Fidler's Pond does not drain into the Elkhart River, Horn Ditch—located on the property's northern end—does.

828 E Lincoln Ave: Adjacent to a large wetland area, this is a small stand within the stormwater basin. It covers 0.06025 acres (Figure Two).

- Parcel number: 11-10-326-007-015
- **Treatment expectations, Plan 9:**
 - o September 2024-October 2024: Apply a product with Imazapyr as the active ingredient.



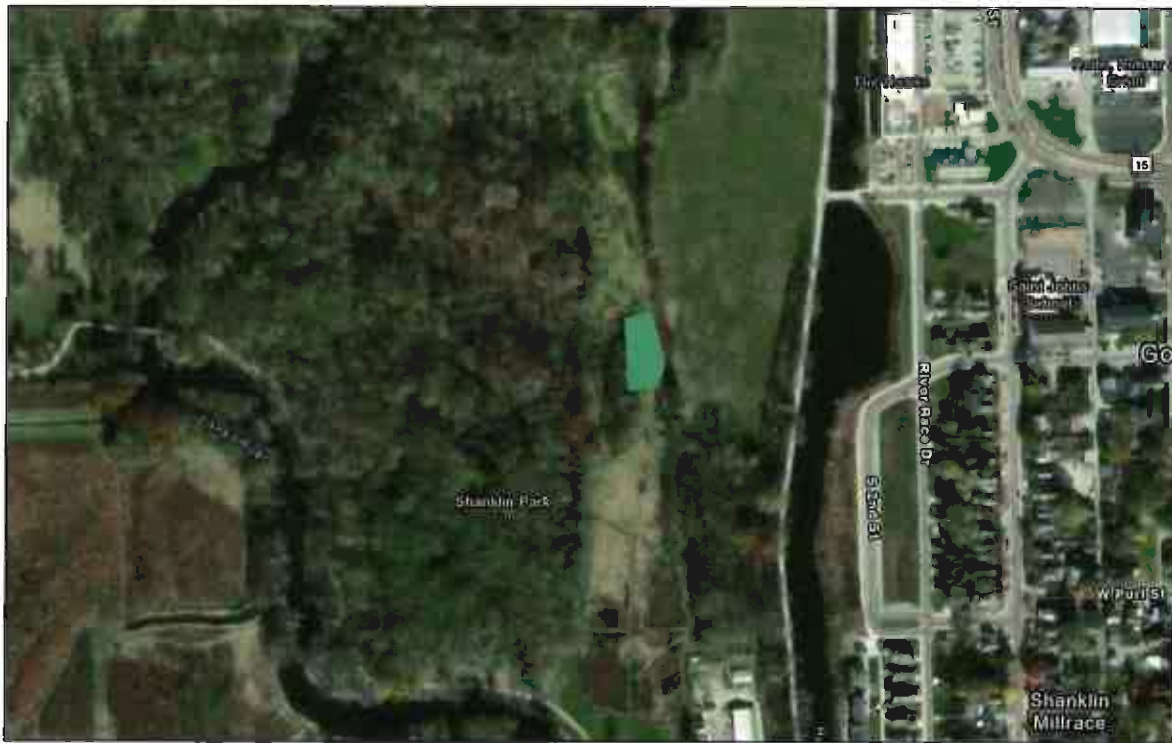
4/4/2024

1:2,340
0 0.01 0.03 0.06 mi
0 0.02 0.04 0.09 km

Figure Two: This stormwater basin is on the eastern side of a large piece of city-owned land. The phragmites are located next to a culvert that likely carried seeds from the adjacent property. The wetland area drains into Rock Run Creek, which empties into the Elkhart River in North Goshen.

Shanklin Park: There is only one small 0.358-acre area with phragmites on it (Figure Three).

- Parcel number: 11-09-376-001-015
- **Treatment expectations, Plan 4:**
 - o September 2024-October 2024: Apply a product with glyphosate as the active ingredient.
 - o April 2025-June 2025: Apply a product with glyphosate as the active ingredient.



4/4/2024

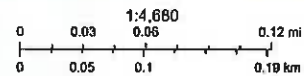


Figure Three: This parcel is located between the Millrace Canal and the Elkhart River, increasing the likelihood of seeds traveling into the Great Lakes area.

2427 Kercher Rd: This plot is a stormwater basin adjacent to a commercial district. It has 0.417 acres of dense phragmites, which will require re-establishing native species after they are removed (Figure Four).

- Parcel Number: 11-23-477-010-015
- **Treatment expectations, Plan 2:**
 - o September 2024-October 2024: Apply a product with glyphosate as the active ingredient.
 - o November 2024-March 2025: Remove biomass from the property (mow and remove, excavate, prescribed burn).



4/4/2024

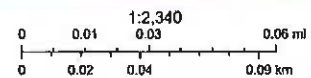


Figure Four: This stormwater basin is adjacent to a large business district and drains into Elkhart River.

Abshire Park: This management unit is in a large wetland area. These two sections are 0.9 acres (Figure Five). The wetland drains into Rock Run Creek, which runs into the Elkhart River.

- Parcel number: 11-10-255-005-015, 11-10-477-001-015
- **Treatment expectations, Plan 4:**
 - o September 2024-October 2024: Apply a product with glyphosate as the active ingredient.
 - o April 2025-June 2025: Apply a product with glyphosate as the active ingredient.



Figure Five: These two areas are surrounded by reed canary grass. If additional maintenance and replanting is not done, the reed canary grass will likely fill in the gaps left by the phragmites.

1) Timeline:

- a. **May 2024:** The grant awardees are announced. Goshen will contact contractors and set up a bid meeting in June or July. The contractor with the lowest bid will be selected.
- b. **June 2024:** An AmeriCorps member completes the collection of all plant material, which is then sent to the lab to be genetically tested. This member also uses a 1 m² quadrat to collect information on stem density and species diversity within the phragmites stand.
- c. **July 2024:** An AmeriCorps member collects soil samples from the top five cm of soil. These samples are packaged and sent to the USGS on ice.

- d. **August-October 2024:** Contractors come and apply glyphosate and imazapyr to the appropriate sites. Signs regarding what is happening will be posted.
- e. **November 2024-March 2025:** The contractor burns sites receiving treatments 5 and 2. Theresa Sailor submits the initial financial report in December.
- f. **April-June 2025:** Glyphosate is applied to the site receiving treatment 4.
- g. **July 2025:** AmeriCorps members will collect any additional data on the validity of each method and submit it to the online database.
- h. **August 2025:** Theresa Sailor will send the final grant report (narrative and financial).

7) Budget:

Applicant: The City of Goshen			
Project Title: Removal of Invasive Phragmites on Goshen City Property			
Budget Categories	Qty:	Price per unit:	Total:
1. Personal Salaries:			
N/A	~	~	\$0.00
Subtotal:	~	~	\$0.00
2. Fringe Benefits:			
N/A	~	~	\$0.00
Subtotal:	~	~	\$0.00
3. Indirect Costs:			
N/A	~	~	\$0.00
Subtotal:	~	~	\$0.00
4. Direct Costs:			
18"x24" Signs:	5	\$60	\$300
24"x36" Signs :	5	\$80	\$400
Workshop Refreshments:	2	\$200	\$400
Newsletters:	14,000	\$0.18	\$2,555
Invasive Species Pamphlets:	400	\$0.40	\$160
Subtotal:			\$3,815
5. Contractual Services:			
Herbicide Application:	~	\$1000.00/per acre	~
Mobilization Fee:	~	\$300.00/per site/per visit	~
Prescribed Burn:	~	\$1000.00/per acre	~
Fidlers Pond (~1 acre)			
Burn:	1	\$1,000	\$1,000
Herbicide:	1	\$1,000	\$1,000
Mobilization Fee:	2	\$300	\$600
2428 Kercher (~1/2 acre):			
Herbicide:	1	\$1,000	\$1,000
Mobilization Fee:	2	\$300	\$600
Shanklin Park (0.358 acre):			

Herbicide:	0.716	\$1,000	\$716
Mobilization Fee:	2	\$300	\$600
Abshire (0.9 acre):			
Burn:	0.9	\$1,000	\$900
Herbicide:	0.9	\$1,000	\$900
Mobilization Fee:	2	\$300	\$600
E Lincoln (0.06 acres)			
Herbicide:	0.06	\$1,000	\$60
Mobilization Fee:	1	\$300	\$300
Subtotal (total of 2.69 acres):			\$8,276
6. Other:			
N/A:	~	~	\$0.00
Subtotal:	~	~	\$0.00
7. Travel:			
Initial mapping:	11.55	0.67	\$7.74
Genetic testing:	11.55	0.67	\$7.74
Soil collection:	11.55	0.67	\$7.74
Visit with Contractor:	11.55	0.67	\$7.74
Visits after contracted work:	23.1	0.67	\$15.48
Final data collection:	11.55	0.67	\$7.74
Total Mileage:	69.3	0.67	\$54.18
Total Overall:			\$12,145.18

8) Permits/Land Use Approval:

No additional permits are required as the work will be contracted out to qualified restoration groups. Removal of phragmites will occur on land owned by the city of Goshen and managed by two different departments: 1) The Engineering and Stormwater Department and 2) The Parks Department.

An insured restoration company will perform all work requiring liability insurance. The City will perform no work requiring liability insurance. The City will ensure the contracted Restoration Company has proper liability insurance as outlined in the PAMF guidelines and lists the Great Lakes Commission as an ADDITIONAL INSURED or COVERED PARTY on the Commercial General Liability certificate, on a Primary and Noncontributory basis, with a Waiver of Subrogation.

I, Aaron Kingsley, Director of the Department of Environmental Resilience, declare that the above statement will be completed if/when the grant is awarded to the City of Goshen.

Signature: _____

Date: 04/12/2024

9) Project Team:

- a. Theresa Sailor: Grant writer for the City of Goshen. She will be managing the grant updates and those performing specific data collection.
- b. AmeriCorps member #1: This individual will help collect data, dedicating 10-15 hours per site. They will also organize volunteer groups to plant native plants after the removal has been completed, create written materials, design signage, and lead the native plant workshop.
- c. AmeriCorps member #2: This individual will help collect data, dedicating 10-15 hours per site.
- d. Contractor: Although this contractor has not been selected, they will carry out the application of herbicide and burning or other removal of plant material. The department will send out bid information to the contractors after the grant is awarded. The contractor will likely be one of the following:
 - i. Blue Heron Ministries
 - ii. Stantec
 - iii. Earth Source
 - iv. Davey Resource Group
- e. **Please note that Theresa Sailor is already a salaried employee of the City of Goshen, and the AmeriCorps members are already paid to do other tasks for the Department. As such, no additional funds will be requested for salaries.**

10) Timeline:

- a. **May 2024:** The grant awardees are announced. Goshen will contact contractors and set up a bid meeting in June or July. The contractor with the lowest bid will be selected.
- b. **June 2024:** An AmeriCorps member completes the collection of all plant material, which is then sent to the lab to be genetically tested. This member also uses a 1 m² quadrat to collect information on stem density and species diversity within the phragmites stand.
- c. **July 2024:** An AmeriCorps member collects soil samples from the top five cm of soil. These samples are packaged and sent to the USGS on ice.
- d. **August-October 2024:** Contractors come and apply glyphosate and imazapyr to the appropriate sites. Signs regarding what is happening will be posted.
- e. **November 2024-March 2025:** The contractor burns sites receiving treatments 5 and 2. Theresa Sailor submits the initial financial report in December.
- f. **April-June 2025:** Glyphosate is applied to the site receiving treatment 4.
- g. **July 2025:** AmeriCorps members will collect any additional data on the validity of each method and submit it to the online database.
- h. **August 2025:** Theresa Sailor will send the final grant report (narrative and financial).

11) Commitment to Genetic Testing:

This is not a problem and will be completed as stated in previous sections.

Additional Information for the PAMF Grant

April 18th, 2024

Additional information includes an updated timeline with specific monitoring plans. Any updates are bolded.

Timeline:

- **May 2024:** The grant awardees are announced. Goshen will reach out to contractors and set up a bid meeting. The contractor with the lowest bid will be selected.
- **June 2024:** A staff member completes the collection of all plant material, which is then sent to the lab to be genetically tested.
- **July 2024:** A staff member collects soil samples from the top five cm of soil. These samples are packaged and sent to the USGS on ice. **Sites are monitored via point pictures. These points will be determined using a GPS locator. Each site will require only one photo, except for Fidlers Pond. Fidlers Pond will require 3-4 photos due to the spread of the stands.**
- **August-October 2024:** Contractors come and apply glyphosate and imazapyr to the appropriate sites.
- **November 2024-March 2025:** The contractor burns sites receiving treatments 5 and 2. A staff member submits the initial financial report in December.
- **April-June 2025:** Glyphosate is applied to the site receiving treatment 4.
- **July 2025:** Staff members will collect additional data on each method's validity and submit it to the online database. **Final point pictures will be collected at each site.**
- **August 2025:** A staff member will send the final grant report (narrative and financial).

Commitment to the dedicated training course:

All project members commit to completing the dedicated training course. This includes three full-time members of staff, Theresa Sailor, Melanie Helmuth, and Kendel Martin, AmeriCorps member Alexa Kennel, and multiple unnamed AmeriCorps members who will begin service in 2024.

Task Force follow-up

From: Samantha Tank <sam@glc.org>

Sent: Friday, May 3, 2024 8:51 AM

To: Sailor, Theresa <theresasailor@goshencity.com>; Kennel, Alexa <americorps3@goshencity.com>

Subject: Phragmites Funding Proposal

Good morning,

The regional Task Force charged with reviewing and selecting proposals has nearly completed their review and I anticipate announcing conditional funding awards as early as next week. We provided the Task Force an opportunity to give feedback to applicants and I wanted to pass that along (see below):

“As the applicant included outreach activities in the proposal, which is not specifically requested in the RFP, we would like them to provide additional information on the workshop and benefit to overall project success to fully justify this expense.”

I expect this is the final piece of information we need from you before making a funding decision. You can reply to this email with the additional information.

Thank you and have a nice weekend!

From: Sailor, Theresa <theresasailor@goshencity.com>

Sent: Friday, May 3, 2024 10:11 AM

To: Samantha Tank <sam@glc.org>; Kennel, Alexa <americorps3@goshencity.com>

Subject: RE: Phragmites Funding Proposal

Hello Sam,

Thank you for the opportunity to respond to the comments.

Workshops are one more tool in the toolbox. We often do public education in person to supplement other education methods, whether as a workshop or at, for example, the Goshen Farmers Market. Phragmites are easily misidentified if someone has not had them pointed out in person. When people see an established stand up close, they can more easily understand the unique damage phragmites cause to the ecosystem.

We hope that if the Phragmites Adaptive Management Fund does not want to pay for workshop expenses, they simply remove it from a possible award. The City of Goshen's commitment in participating in this program far outweighs the amount requested for workshops. The learning that would come from participating is priceless in building a successful phragmites removal program. Grant funding for the "work" removes any potential political or budgeting barrier to participating, and funding for materials helps us share and replicate the knowledge. Thank you for your consideration.

Have a great day!

Theresa Sailor

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

Table with 2 main columns: PRODUCER (EPIC Insurance Midwest) and CONTACT NAME (Susan Becker-Whitis). Includes insurer details like Munich Reinsurance Company and American Guarantee & Liability Ins Co.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table listing insurance coverages: COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, EXCESS LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, and Claims Made Prof: Law Enforcement Public Officials.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Great Lakes Commission is an additional insured on the general liability, auto liability, and excess liability policies per written contract or agreement. Waiver of Subrogation is in favor of Great Lakes Commission for the general liability, auto liability, and excess liability policies per written contract or agreement. 60 Day Notice of cancellation applies.

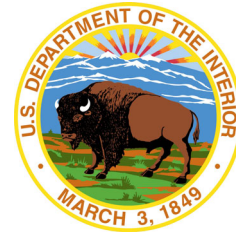
CERTIFICATE HOLDER

CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (Great Lakes Commission) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions).

1. DATE ISSUED MM/DD/YYYY 08/21/2023		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 15.808 - US Geological Survey			
3. ASSISTANCE TYPE Cooperative Agreement			
4. GRANT NO. G23AC00436-00 Originating MCA #		5. TYPE OF AWARD Other	
4a. FAIN G23AC00436		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 07/01/2023		Through MM/DD/YYYY 06/30/2028	
7. BUDGET PERIOD MM/DD/YYYY From 07/01/2023		Through MM/DD/YYYY 06/30/2024	

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

Organic Act of 1879, 43 U.S.C. 31, 43 U.S.C. 36c, 43 U.S.C. 36d,
Department of the Interior and Related Agencies Appropriations Act of

8. TITLE OF PROJECT (OR PROGRAM)
Implementing Agreement in support of the Great Lakes Commission-USGS GL Science Center MOU Supporting State Natural Resource Manager Priorities for Invasive Species and Coastal Resilience

9a. GRANTEE NAME AND ADDRESS Great Lakes Commission 1300 Victors Way STE 1350 Ann Arbor, MI, 48108-5203	9b. GRANTEE PROJECT DIRECTOR Joe Bertram 1300 Victors Way Ste 1350 Ann Arbor, MI, 48108-5203 Phone: 734-971-9135
--	--

10a. GRANTEE AUTHORIZING OFFICIAL Ms. Nicole Zacharda 1300 Victors Way, Suite 1350 Ann Arbor, MI, 48108-5203 Phone: 734-396-6084	10b. FEDERAL PROJECT OFFICER Rhonda Aton
--	---

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) \$ 4,973,809.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods \$ 4,467,425.00	
a. Salaries and Wages\$ 1,447,402.00		c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00	
b. Fringe Benefits\$ 550,012.00		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 506,384.00	
c. Total Personnel Costs\$ 1,997,414.00		13. Total Federal Funds Awarded to Date for Project Period \$ 506,384.00	
d. Equipment\$ 0.00		14. RECOMMENDED FUTURE SUPPORT	
e. Supplies\$ 50,372.00		(Subject to the availability of funds and satisfactory progress of the project):	
f. Travel\$ 131,585.00		YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS	
g. Construction\$ 0.00		a. 2 \$ d. 5 \$	
h. Other\$ 1,877,973.00		b. 3 \$ e. 6 \$	
i. Contractual\$ 40,000.00		c. 4 \$ f. 7 \$	
j. TOTAL DIRECT COSTS → \$ 4,097,344.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
k. INDIRECT COSTS \$ 876,465.00		a. DEDUCTION	
l. TOTAL APPROVED BUDGET \$ 4,973,809.00		b. ADDITIONAL COSTS	
m. Federal Share \$ 4,973,809.00		c. MATCHING	
n. Non-Federal Share \$ 0.00		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		b	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - Yes No)
Total funded amount for year 1 - \$506,384.00.
Total Estimated Budget over 5 years - \$4,973,809.00.

GRANTS MANAGEMENT OFFICIAL:

Karen LaBouff-Kind, Contracting Officer
P.O. Box 25046, Bldg. 67
Denver, VA, 80225-0046
Phone: 303-236-9315

17. VENDOR CODE 0070626352		18a. UEI JXAAF32AN454		18b. DUNS 060977998		19. CONG. DIST. 06	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION	
1	0051032094-00010	\$141,428.00	07/01/2023	06/30/2024	0804	Great Lakes Commission Coop Agreement	
2	0051032094-00020	\$60,956.00	07/01/2023	06/30/2024	0804	Second funding line Year 1	
3	0051032094-00030	\$42,200.00	07/01/2023	06/30/2024	0804	Third funding line Year 1	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 08/21/2023
GRANT NO. G23AC00436-00	

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PR LINE DESCRIPTION
4	0051032094-00040	\$67,800.00	07/01/2023	06/30/2024	0804	Fourth funding line Year 1
5	0051032094-00050	\$100,000.00	07/01/2023	06/30/2024	0804	Fifth funding line Year 1
6	0051032094-00060	\$94,000.00	07/01/2023	06/30/2024	0804	Sixth funding line Year 1

AWARD ATTACHMENTS

Great Lakes Commission

G23AC00436-00

1. Terms and Conditions

**COOPERATIVE AGREEMENT NUMBER G23AC00436 BETWEEN
THE UNITED STATES GEOLOGICAL SURVEY (USGS)**

AND

GREAT LAKES COMMISSION (GLC)

OFFER AND ACCEPTANCE:

The United States of America, acting by and through the USGS, hereby offers a co-operative agreement number G23AC00436 to Great Lakes Commission (GLC) for all approved costs up to and not exceeding \$4,973,809.00 (See B.1) for support described herein. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award by signature or electronic means. Awards are based on the application submitted to and approved by DOI and are subject to the terms and conditions incorporated either directly or by reference below.

SECTION A – PROJECT DESCRIPTION

A.1 Project Description

The GLSC and the GLC have the following four joint project objectives: 1) Continuation of the “Great Lakes *Phragmites* Initiative” that supports a regional collaborative facilitating communications that link people, information, and action around controlling the invasive plant *Phragmites australis* and advances research and management of non-native *Phragmites* through adaptive management; 2) Continuation of the “Invasive Mussel Collaborative” that facilitates robust science, communication, and an Integrated Pest Management Approach for invasive mussels, such as zebra and quagga mussels; 3) Further development of the Harmful Algal Bloom (HABs) Collaborative facilitating information sharing among scientists and decisions makers working on HABs in the Great Lakes; and 4) Development of a new Great Lakes Blue Accounting issue to track the region’s progress toward climate and coastal resiliency goals.

A.2 USGS Involvement

Substantial involvement is anticipated through the terms of this Agreement between the USGS and the Recipient. A summary of the involvement is as follows:

The USGS researchers will be working closely with GLC during all stages of work to support the four joint objectives outlined in the Project Narrative: 1) Continuation of the “Great Lakes *Phragmites* Initiative” that supports a regional collaborative facilitating communications that link people, information, and action around controlling the invasive plant *Phragmites australis* and advances research and management of non-native *Phragmites* through adaptive management; 2) Continuation of the “Invasive Mussel Collaborative” that facilitates robust science,

communication, and an Integrated Pest Management Approach for invasive mussels, such as zebra and quagga mussels; 3) Further development of the Harmful Algal Bloom (HABs) Collaborative facilitating information sharing among scientists and decisions makers working on HABs in the Great Lakes; and 4) Development of a new Great Lakes Blue Accounting issue to track the region’s progress toward climate and coastal resiliency goals in alignment with existing science planning efforts for conserving and restoring coastal wetlands and ecosystem function in the Great Lakes. For each Project Year of this Cooperative Agreement, the GLSC and the GLC will follow a detailed workplan that assures completion of the four projects’ objectives. This workplan will outline specific tasks, timelines, task leads, and budgets. GLSC and GLC project leads will meet monthly to review work progress, plan for effective next steps, and review budget and agreement details. Staff and contractors from each agency will work with each other daily to coordinate work and achieve the collaborative objectives.

SECTION B – FUNDING AND AWARD PERIODS

B.1 Funding

- a) The total estimated cost of the USGS share for the performance of this Agreement is \$506,384 for the initial funding and with total estimated budget of \$4,973,809.00 inclusive of any renewal years not to exceed five years subject to availability of funding.
- b) The amount of federal funds obligated under this Agreement, presently the sum of \$506,384, shall be available for payment of costs incurred by the Recipient in performance of this Agreement from July 01, 2023 through June 30, 2024. In no event shall costs be incurred in performance of this Agreement in excess of the funds currently obligated.

B.2 Award Periods

The initial budget period is from July 01, 2023 through June 31, 2024. The total project period is from July 01, 2023 through June 31, 2028.

The USGS will consider continued funding for the project upon (1) availability of funds, (2) the Recipient showing satisfactory progress and the USGS’ determination that continuation of the program would be in the best interest of the Government, (3) the submission of a SF 424 “Application for Federal Assistance” with a technical proposal describing the research objectives for the requested budget period, (4) submission of a detailed budget for the requested funding period, 60 calendar days before the current budget period expires; and, (5) strict adherence to the terms and conditions of this Agreement. Any funding that may be provided in excess of the amount currently obligated is subject to the availability of funds and their obligation in accordance with applicable law.

B.3 Pre-Agreement Costs

The Contracting Officer's pre-agreement cost authorization, dated June 30, 2023, is hereby incorporated by reference. The USGS approves the reimbursement of pre-agreement costs for those costs incurred prior to the execution of this award with the following conditions:

- a) Pre-agreement costs will not be considered if incurred prior to July 01, 2023.
- b) Pre-agreement costs shall be only those costs that would have been allowable if incurred after the execution of this Agreement.
- c) Pre-agreement costs shall not exceed \$506,384.00.00 Notwithstanding these pre-agreement costs, the USGS' total obligation shall not exceed the amount obligated by this Agreement.

SECTION C - DELIVERABLES

C.1 Progress Reports

- a) The Recipient must submit annual progress reports electronically through GrantSolutions (<https://www.home.grantsolutions.gov/home>) or via e-mail to the USGS Program Officer and one copy of the transmittal letter to the USGS Grants Management Official. Unless otherwise specified in this Agreement, annual progress reports should be submitted at least sixty (60) days prior to the end of the current budget period to allow adequate time for the designated office to review the report. In the case of multi-year Agreements, failure to submit timely reports may delay processing of funding increments. For Agreements with a total anticipated performance period of twelve months (12) months or less, only a Final Technical Report will be required. A progress report is not required in the final budget year, unless the Recipient requests an extension to the project period.
- b) The progress reports shall include the following information:
 - (i) A comparison of actual accomplishments to the objectives of the Agreement established for the budget period and overall progress in response to the performance metrics.
 - (ii) The reasons why established goals were not met, if appropriate.
 - (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
 - (iv) An outline of anticipated activities and adjustments to the program during the next budget period.
- c) Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, the Recipient shall inform the USGS as soon as the following types of conditions become known:

- (i) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Agreement. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- (ii) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

C.2 Final Technical Report

- a) The Recipient must submit the final technical report electronically through GrantSolutions (<https://www.home.grantsolutions.gov/home>) or via e-mail to the USGS Program Officer and one copy of the transmittal letter to the USGS Grants Management Official. The final performance report will be due 120 calendar days after the period of performance end date.
- b) The final technical report shall document and summarize the results of Recipient's work. The report shall include a quantitative description of activities and overall progress in response to the performance metrics which documents and summarizes the results of the entire Agreement. The final report shall include tables, graphs, diagrams, sketches, etc., as required to explain the results achieved under the Agreement. The report shall also include recommendations and conclusions based upon both the experience and the results obtained.

C.3 Annual Financial Reports

- a) The Recipient must submit an annual SF 425, Federal Financial Report, for each individual USGS award. The SF 425 is available at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. The SF 425 will be due within 90 days following the end of the budget period.
- b) The SF 425 must be submitted electronically through GrantSolutions (<https://www.home.grantsolutions.gov/home>) or by e-mail to SF425@usgs.gov with a cc to the USGS Grants Management Official. Recipient must include the USGS award number in the subject line of all e-mail correspondence. If, after 90 days, Recipient has not submitted a report, the Recipient's account in ASAP will be placed in a manual review status until the report is submitted.

C.4 Final Financial Report

- a) The Recipient will liquidate all obligations incurred under the award and submit a final SF 425, Federal Financial Report in accordance with C.3.b. no later than 120 calendar days after the Agreement completion date.
- b) Recipient will promptly return any unexpended federal cash advances or will complete a final draw from ASAP to obtain any remaining amounts due. Once 120 days has passed since the Agreement completion date, USGS shall unilaterally deobligate federal funds as reflected in the Final SF 425.

- c) Subsequent revision to the final SF 425 will be considered only as follows:
- i. When the revision results in a balance due to the Government, the Recipient must submit a revised final SF 425, Federal Financial Report, and refund the excess payment whenever the overcharge is discovered, no matter how long the lapse of time since the original due date of the report.
 - ii. When the revision represents additional reimbursable costs claimed by the Recipient, a revised final SF 425 may be submitted to the USGS Grants Management Official with an explanation. If approved, the USGS will either request and pay a final invoice or reestablish the ASAP subaccount to permit the Recipient to make a revised final draw. Any revised final report representing additional reimbursable amounts must be submitted no later than 1 year from the due date of the original report, i.e., 15 months following the Agreement completion date. USGS will not accept any revised SF 425 covering additional expenditures after that date and will return any late request for additional payment to the Recipient.

C.5 Publications

a) Acknowledgment of Support

Recipient is responsible for assuring that an acknowledgment of USGS support:

1. is made in any publication (including World Wide Web pages) of any material based on or developed under this Agreement, in the following terms:

This material is based upon work supported by the U.S. Geological Survey under Grant/Cooperative Agreement No. (*insert agreement number*).

2. is orally acknowledged during all news media interviews, including popular media such as radio, television and news magazines.

b) Disclaimer

Recipient is responsible for assuring that every publication of material (including World Wide Web pages) based on or developed under this Agreement, contains the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Geological Survey. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Geological Survey.

c) USGS Logo

Use of the USGS logo (also known as "visual identity" or "identifier") constitutes the recipient's agreement to and acceptance of the following terms:

- The USGS identifier is trademarked and not in the public domain.
- Use of the trademarked USGS identifier is authorized by USGS for use only by recipients of USGS funding.
- Use is authorized on information products that result from research funded by the financial assistance award.
- Use the USGS identifier for any other purpose without written permission from USGS is prohibited; doing so constitutes trademark infringement.
- Recipient will adhere to the design requirements, which are as follows:
 - The USGS identifier must appear in black, white, or green only.
 - The USGS identifier cannot be modified in any way except for proportional sizing.
 - The USGS identifier should appear at the same size as logos of other agencies, if any.
 - If used on a digital product, the USGS identifier should link to www.usgs.gov

d) Publication

Publication of the results of any project carried out under this assistance award is authorized in professional journals, trade magazines, or may be made by the USGS. Such manuscripts or publications submitted to journals or professional publications for publication shall be accompanied by the following notation:

This manuscript is submitted for publication with the understanding that the United States Government is authorized to reproduce and distribute reprints for Governmental purposes.

e) Copies for USGS

Recipient is responsible for assuring that the USGS Project Office is provided a digital version, preferably as a MS Word DOCx file, of every accepted manuscript upon acceptance for publication by the journal.

f) Department of the Interior Requirements

Two copies of each publication produced under a Grant or Cooperative Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication. The address of the library is:

U.S. Department of the Interior
Natural Resources Library
Division of Information and Library Services
Gifts and Exchange Section

18th and C Streets, NW
Washington, DC 20240

SECTION D – ASSISTANCE ADMINISTRATIVE DATA

D.1 Assistance Administration

This Agreement will be administered by the USGS Grants Management Official indicated on the award cover page. Written communications shall make reference to the Assistance Award number and shall be mailed (or emailed) to the Contracting Officer.

Written communications shall make reference to the Assistance Award number and shall be mailed (or emailed) to the above address.

D.2 Payment

Payments under financial assistance awards must be made using the Department of the Treasury Automated Standard Application for Payments (ASAP) system (www.asap.gov).

- a) The Recipient agrees that it has established or will establish an account with ASAP. USGS will initiate enrollment in ASAP. If the Recipient does not currently have an ASAP account, they must designate an individual (name, title, address, phone and e-mail) who will serve as the Point of Contact (POC).
- b) With the award of each grant/cooperative agreement, a sub-account will be set up from which the Recipient can draw down funds. After Recipients complete enrollment in ASAP and link their banking information to the USGS ALC (14080001), it may take up to 10 days for sub-accounts to be activated and for funds to be authorized for drawdown in ASAP.
- c) Inquiries regarding payment should be directed to ASAP at 855-868-0151.
- d) Payments may be drawn in advance only as needed to meet immediate cash disbursement needs.

D.3 Revisions and Prior Approvals

Modifications to this Agreement shall generally be executed by mutual written consent of the parties, with the exception of certain purely administrative changes that may be executed unilaterally by the USGS. Recipients may make certain limited budgetary and programmatic changes without prior USGS approval as outlined in 2 CFR 200.308 and 200.407. Any proposed change which requires prior written approval of the USGS shall be submitted in writing to the

address at D.1 at least thirty (30) days prior to the requested effective date of the proposed change. The USGS will respond to the change request within thirty (30) days of receipt.

- a) Extensions. Recipients are specifically advised that requests for extension or other change to the budget or project period(s) require prior written approval. Such requests must be submitted as outlined above and be accompanied by a statement supporting the extension and a revised budget indicating the planned use of all unexpended funds during the proposed extension period.
- b) Transfer of Funds. Recipients are specifically advised that prior written approval of the USGS Grants Management Official is not required for transfer of funds between direct cost categories when the cumulative amount of the transfer during the performance period does not exceed ten percent (10%) of the total USGS award. Prior written approval is required from the USGS Grants Management Official for transfers of funds in excess of the ten percent limitation.
- c) Carry Forward of Funds. Recipients are specifically advised that prior written approval by the USGS Grants Management Official is required to carry forward unobligated balances to subsequent budget periods. It is expected that funds be expended during the budget period for which they are obligated. The request must include the amount of funds to be carried over, why the carry-over of funds is necessary, and for how long the funds should be carried over.

SECTION E - GENERAL PROVISIONS

E.1 Department of the Interior Standard Terms and Conditions

The Recipient shall be subject to the Department of the Interior Standard Terms and Conditions which are incorporated herein by reference and available on the Internet at:

<https://www.doi.gov/grants/doi-standard-terms-and-conditions>

E.2 Additional Terms and Conditions

- a) Research Integrity
 - 1) USGS requires that all grant or cooperative agreement Recipient organizations adhere to the Federal Policy on Research Misconduct, Office of Science and Technology Policy, December 6, 2000, 65 Federal Register (FR) 76260. The Federal Policy on Research Misconduct outlines requirements for addressing allegations of research misconduct, including the investigation, adjudication, and appeal of allegations of research misconduct and the implementation of appropriate administrative actions.
 - 2) The Recipient must promptly notify the USGS Project Office when research misconduct that warrants an investigation pursuant to the Federal Policy on Research Misconduct is alleged.

b) Data Availability

- 1) Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.
- 2) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.
- 3) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:
 - a. The scientific data relied upon;
 - b. The analysis relied upon; and
 - c. The methodology, including models, use to gather and analyze the data.

c) Conflict of Interest

- 1) Applicability.
 - a. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
 - b. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.
- 2) Requirements.
 - a. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
 - b. In addition to any other probations that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

- c. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

3) Notification.

- a. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.
 - b. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the USGS Grants Management Official in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.
- 4) Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- 5) Review Procedures. The USGS Grants Management Official will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop and appropriate means for resolving it.
- 6) Enforcement. Failure to resolve conflicts of interest in a matter that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

d) Program Income

- 1) If the Recipient is an educational institution or nonprofit research organization, any other program income will be added to funds committed to the project by the Federal awarding agency and Recipient and be used to further eligible project or program objectives, as described in 2 CFR 200.307(e)(2).
- 2) For all other types of Recipients, any other program income will be deducted from total allowable costs to determine the net allowable costs before calculating the Government's share of reimbursable costs, as provided in 2 CFR 200.307(e)(1).

e) Government Furnished Equipment or Equipment Authorized for Purchase

Title to equipment acquired wholly or in part with Federal funds shall be vested in the Recipient unless otherwise specified in the award document. The Recipient shall retain control and maintain an inventory of such equipment as long as there is a need for such equipment to accomplish the purpose of the project, whether or not the project continues to be supported by Federal funds. When there is no longer a need for such equipment to accomplish the purpose of the project, the Recipient shall use the equipment in connection with other Federal awards the Recipient has received. Disposal of equipment shall be in accordance with 2 CFR 200.313.

No equipment is provided or authorized for purchase on this grant/cooperative agreement.

f) Patent Rights (37 CFR § 401.14)

Unless otherwise provided in the Agreement, if this Agreement is for experimental, developmental, or research work, the following clause (implementing the Bayh-Dole Act, [35 U.S.C. § 200 et seq.]) shall apply. The recipient shall include this clause in all subawards for experimental, developmental, or research activities.

a. *Definitions*

1. INVENTION means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the USC, to any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. § 2321 et seq.).
2. SUBJECT INVENTION means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this Agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d)) must also occur during the period of performance.
3. PRACTICAL APPLICATION means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are to the extent permitted by law or Government regulations available to the public on reasonable terms.
4. MADE when used in relation to any invention means the conception or first actual reduction to practice of such invention.
5. SMALL BUSINESS FIRM means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
6. NON-PROFIT ORGANIZATION means a domestic university or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. § 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 U.S.C. § 501(a)) or any domestic non-profit scientific or educational organization qualified under a State non-profit organization statute.

b. *Allocation of Principal Rights*

1. The recipient may retain the entire right, title, and interest throughout the world to each subject invention solely made by recipient subject to the provisions of this Patent Rights clause, including (2) below, 35 U.S.C. §§ 202, 203 and 37 CFR § 401.14. Inventions made under this Agreement jointly by USGS and recipient will be jointly owned by both parties. However, where a USGS employee is a coinventor, the USGS may, for the purpose of consolidating rights in the invention and if it finds that it would expedite the development of the invention:
 - (a) license or assign whatever rights it may acquire in the subject invention to the nonprofit organization, small business firm, or non-Federal inventor in accordance with the provisions of this chapter; or
 - (b) acquire any rights in the subject invention from the nonprofit organization, small business firm, or non-Federal inventor, but only to the extent the party from whom the rights are acquired voluntarily enters into the transaction and no other transaction under this chapter is conditioned on such acquisition.

With respect to any subject invention in which the recipient retains title, the Federal Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. the subject invention throughout the world. If the Agreement indicates it is subject to an identified international agreement or treaty, the U.S. Geological Survey (USGS) also has the right to direct the recipient to convey to any foreign participant such patent rights to subject inventions as are required to comply with that agreement or treaty.

2. If the recipient performs services at a Government owned and operated laboratory or at a Government owned and recipient operated laboratory directed by the Government to fulfill the Government's obligations under a Cooperative Research and Development Agreement (CRADA) authorized by 15 U.S.C. 3710a, the Government may require the recipient to negotiate an agreement with the CRADA collaborating party or parties regarding the allocation of rights to any subject invention the recipient makes, solely or jointly, under the CRADA. The agreement shall be negotiated prior to the recipient undertaking the CRADA work or, with the permission of the Government, upon the identification of a subject invention. In the absence of such an agreement, the recipient agrees to grant the collaborating party or parties an option for a license in its inventions of the same scope and terms set forth in the CRADA for inventions made by the Government.

c. *Invention Disclosure, Election of Title and Filing of Patent Applications by Recipient*

1. The recipient will disclose each subject invention to USGS within two months after the inventor discloses it in writing to recipient personnel responsible for the administration of patent matters. The disclosure to USGS shall be in the form of a written report and shall identify the Agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding of the nature, purpose, operation, and, to the extent known, the

- physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention, whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication, at the time of disclosure. In addition, after disclosure to USGS, the recipient will promptly notify USGS of the acceptance of any manuscript describing the invention for publication, or of any on sale or public use planned by the recipient.
2. The recipient will elect in writing whether or not to retain title to any such invention by notifying USGS within two years of disclosure to USGS. However, in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the U.S., the period for election of title may be shortened by USGS to a date that is no more than 60 days prior to the end of the statutory period.
 3. The recipient will file its initial patent application on an invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the U.S. after a publication, on sale, or public use. The recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application, or six months from the date when permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications when such filing has been prohibited by a Secrecy Order.
 4. Requests for extension of the time for disclosure to USGS, election, and filing under subparagraphs 1., 2., and 3. may, at the discretion of USGS, be granted.
- d. *Conditions When the Government May Obtain Title*
The recipient will convey to USGS, upon written request, title to any subject invention:
1. if the recipient fails to disclose or elect the subject invention within the times specified in paragraph c. above, or elects not to retain title, provided that USGS may only request title within 60 days after learning of the failure of the recipient to disclose or elect within the specified times;
 2. in those countries in which the recipient fails to file patent applications within the times specified in paragraph c. above, but prior to its receipt of the written request of USGS, the recipient shall continue to retain title in that country; or in any country in which the recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in a reexamination or opposition proceeding on, a patent on a subject invention.
- e. *Minimum Rights to Recipient*
1. The recipient will retain a non-exclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the recipient fails to disclose the subject invention within the times specified in paragraph c. above. The recipient's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the recipient is a party and includes the right to grant sublicenses of the same scope to the extent the recipient was legally obligated to do so at the time the Agreement was made. The license is transferable only with

- the approval of USGS except when transferred to the successor of that part of the recipient's business to which the invention pertains.
2. The recipient's domestic license may be revoked or modified by USGS to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404. This license will not be revoked in that field of use or the geographical areas in which the recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at discretion of USGS to the extent the recipient, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
 3. Before revocation or modification of the license, USGS will furnish the recipient a written notice of its intention to revoke or modify the license, and the recipient will be allowed thirty days (or such other time as may be authorized by USGS for good cause shown by the recipient) after the notice to show cause why the license should not be revoked or modified. The recipient has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.
- f. *Recipient Action to Protect Government's Interest*
1. The recipient agrees to execute or to have executed and promptly deliver to USGS all instruments necessary to: (i) establish or confirm the rights the Government has throughout the world in those subject inventions for which the recipient retains title; and (ii) convey title to USGS when requested under paragraph d. above, and to enable the Government to obtain patent protection throughout the world in that subject invention.
 2. The recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the recipient each subject invention made under this Agreement in order that the recipient can comply with the disclosure provisions of paragraph c. above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information requested by paragraph c.1 above. The recipient shall instruct such employees through the employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
 3. The recipient will notify USGS of any decision not to continue prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.
 4. The recipient agrees to include, within the specification of any U.S. patent application and any patent issuing thereon covering a subject invention, the following statement:

“This invention was made with Government support under (identify the Agreement) awarded by the U.S. Geological Survey. The Government has certain rights in this invention.”

5. The recipient or its representative will complete, execute and forward to USGS a confirmation of a License to the U.S. Government and the page of a United States patent application that contains the Federal support clause within two months of filing any domestic or foreign patent application.

g. *Subcontracts*

1. The recipient will include this Patent Rights clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the recipient in this Patent Rights clause, and the recipient will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractors' subject inventions.
2. In the case of subcontracts, at any tier, when the prime award by USGS was a contract (but not a cooperative agreement), USGS, subcontractor, and contractor agree that the mutual obligations of the parties created by this Patent Rights clause constitute a contract between the subcontractor and the Foundation with respect to those matters covered by this Patent Rights clause.

h. *Reporting on Utilization of Subject Inventions*

The recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the recipient and such other data and information as USGS may reasonably specify. The recipient also agrees to provide additional reports in connection with any march-in proceeding undertaken by USGS in accordance with paragraph j. of this Patent Rights clause. As required by 35 U.S.C. § 202(c)(5), USGS agrees it will not disclose such information to persons outside the Government without the permission of the recipient.

i. *Preference for United States Industry*

Notwithstanding any other provision of this Patent Rights clause, the recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the U.S. unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the U.S. However, in individual cases, the requirement for such an agreement may be waived by USGS upon a showing by the recipient or its assignee that reasonable but unsuccessful efforts have been made to award licenses on similar terms to potential licensees that would be likely to manufacture substantially in the U.S. or that under the circumstances domestic manufacture is not commercially feasible.

j. *March-in Rights*

The recipient agrees that with respect to any subject invention in which it has acquired title, USGS has the right in accordance with procedures at 37 CFR § 401.6 and USGS regulations at 45 CFR § 650.13 to require the recipient, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances and if the recipient, assignee, or exclusive licensee refuses such a request, USGS has the right to grant such a license itself if USGS determines that:

1. such action is necessary because the recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
2. such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the recipient, assignee, or their licensees;
3. such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the recipient, assignee, or licensee; or
4. such action is necessary because the agreement required by paragraph i. of this Patent Rights clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the U.S. is in breach of such agreement.

k. *Special Provisions for Agreements with Non-profit Organizations*

If the recipient is a nonprofit organization, it agrees that:

1. rights to a subject invention in the U.S. may not be assigned without the approval of USGS, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the recipient;
2. the recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when USGS deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. § 202(e) and 37 CFR § 401.10;
3. the balance of any royalties or income earned by the recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific or engineering research or education; and
4. it will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give preference to a small business firm if the recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided that the recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the recipient. However, the recipient agrees that the Secretary of Commerce may review the recipient's licensing program and decisions regarding small business applicants, and the recipient will negotiate changes to its licensing policies, procedures or practices with the Secretary when the Secretary's review discloses that

the recipient could take reasonable steps to implement more effectively the requirements of this paragraph k.4.

1. *Communications*

All communications required by this Patent Rights clause must be submitted through the Office of Policy and Analysis (OPA), U.S. Geological Survey, Reston, VA 20192, gs_usgs_patents@usgs.gov.

SECTION F – SPECIAL PROVISIONS

NONE

SECTION G – DOCUMENTS INCORPORATED BY REFERENCE AND ORDER OF PRECEDENCE

G.1 Documents Incorporated By Reference

The following documents are hereby incorporated into this Agreement by reference:

- 1) The Recipient’s proposal submitted June 13, 2023 and its attachments in Grants.gov.
- 2) The Recipient’s application for financial assistance (SF424, SF424A, SF424B) transmitted on June 13, 2023.

G.2 Order of Precedence

In the event of any inconsistency within this Agreement, the following order of precedence shall be followed:

- 1) The cover page.
- 2) Sections A through F of this Agreement.
- 3) Documents incorporated by reference (see G.1) in the order in which they are incorporated.

– END OF ASSISTANCE AWARD DOCUMENT –



8/12/24

City of Goshen Phragmites Quote

Below you will find Aquatic Weed Control's bid for the treatment of 5 areas for the City of Goshen. With 36 years of experience, AWC knows that Imazapyr is by far the best herbicide to control Phragmites. However, Imazapyr can kill trees through ground water/runoff that are within 50-100 feet of the treatment area. We followed the recommended treatments for each site. Most sites call for Glyphosate only which will not kill trees unless it is sprayed directly on the trees. With that being said, there will likely be some over-spray and some weeds that are not Phragmites may be affected as well. We cannot guarantee perfect control so as to not affect some surrounding plants.

Fidler's Pond – 0.951181 acres (Would need DNR permit due to being a municipal pond)

Glyphosate only (Sept-Oct 2024) - **\$1,550.00 (includes the DNR permit fee)**

Glyphosate only (April – June 2025) - **\$1,000.00**

AWC would be applying herbicide from an application boat sprayer, a truck bed spray system, and/or a backpack sprayer depending on which method would have the best access. May use multiple application tactics to get full coverage of the treatment areas.

AWC would need approval to drive a truck with the spray system in the bed along the path around the edge of Fidler's Pond.

828 E Lincoln Ave – 0.06025 acres

Imazapyr only (Sept-Oct 2024) - **\$375.00**

AWC would be applying herbicide from a truck bed spray system or a backpack sprayer depending on which method would have the best access. May use both application tactics to get full coverage of the treatment areas.

P.O. Box 325
Syracuse, Indiana
4 6 5 6 7
574-533-2597
Fax 574-534-8230
jim@aquaticweedcontrol.com

Shanklin Park – 0.358 acres

Glyphosate only (Sept-Oct 2024) - **\$650.00**

Glyphosate only (April – June 2025) - **\$400.00**

AWC would be applying herbicide from a truck bed spray system or a backpack sprayer depending on which method would have the best access. May use both application tactics to get full coverage of the treatment areas. AWC would need permission and accessibility to drive a truck with the spray system in the bed across the grass to get it as close to the treatment area as possible.

2427 Kercher Rd – 0.417 acres

Glyphosate only (Sept-Oct 2024) - **\$925.00**

AWC would be applying herbicide from a truck bed spray system or a backpack sprayer depending on which method would have the best access. May use both application tactics to get full coverage of the treatment areas.

AWC would need permission and accessibility to drive a truck with the spray system in the bed across the “grass” to get it as close to the treatment area as possible.

Biomass removal (Nov. 2024- March 2025) - **\$2,500.00**

AWC will be removing all biomass by a controlled burn in the early spring of 2025 when the plants have had enough time to fully die and dry out.

**AWC has reached out to the Goshen Fire Department about controlled burn permit, and have been advised it is not needed. The Goshen FD reported to AWC that if we request ahead of time, that the Goshen FD can be on site on the day of the controlled burn.



Abshire Park – 0.9 acres

Glyphosate only (Sept-Oct 2024) - **\$1,350.00**

Glyphosate only (April – June 2025) - **\$1,000.00**

AWC would be applying herbicide from an arial drone spray system, a truck bed spray system, or a backpack sprayer depending on which method would have the best access. May use a combination of application tactics to get full coverage of the treatment areas.

AWC would need permission and accessibility to drive a truck with the spray system in the bed across the “grass” to get it as close to the treatment area as possible.

Signed: James S. Decker Signed _____ Date _____

Owner/Operator - Aquatic Weed Control

Customer/Authorized Agent

We started in Syracuse IN 36 years ago but our office and shop are in the Goshen Industrial Park on Eisenhower Drive.

P.O. Box 325
Syracuse, Indiana
4 6 5 6 7
574-533-2597
Fax 574-534-8230
jim@aquaticweedcontrol.com



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

August 29, 2024

To: Board of Public Works and Safety
From: Brandy L. Toms, Paralegal
Subject: Agreement with Cummins, Inc.

The City wishes to contract with Cummins, Inc to provide inspections and diagnostic testing on 29 City of Goshen generators.

The contract term is for 2 years beginning September 1, 2024 and ending August 31, 2026. The cost per year is \$19,242 for a contract price of \$38,484. Any additional service requested by the City will be at the following rates:

\$169.50 per Hour – Normal Business Hours (M-F/8-5)
\$182.25 per Hour-Overtime
\$182.25 per Hour-Sundays/Holidays
\$146.96 per round trip
Parts have a 15% markup

Suggested Motion:

Approve and authorize Mayor Leichty to execute the agreement with Cummins, Inc. for inspections and diagnostic testing on 29 City of Goshen generators for a total contract cost of \$38,484 and subject to additional costs for any additional services requested.

AGREEMENT WITH CUMMINGS, INC. FOR INSPECTION & DIAGNOSTIC TESTING OF CITY OF GOSHEN'S GENERATORS

THIS AGREEMENT is entered into on _____, 2024, which is the last signature date set forth below, by and between **Cummins, Inc.** ("Contractor"), whose mailing address is 500 Jackson Street, Columbus, IN 47201, 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. Contractor Duties

Contractor shall provide City inspection and diagnostic testing services on twenty-nine (29) City of Goshen Generators. Such services are more particularly described in Contractor's August 13, 2024 proposal attached as Exhibit A (hereinafter referred to as "Duties").

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) This agreement shall be effective for a period of two (2) years starting September 1, 2024 through August 31, 2026.
- (C) Contractor shall complete all Duties shall be completed by August 31 of each year 2025 and 2026.
- (D) The agreement may be renewed under the same terms and conditions by written amendment of both parties for two (2) additional two (2) year terms. Either party may provide the other party written notice at least sixty (60) days before the expiration of the original term if either party desires to extend the agreement. The term of the renewal shall not be longer than the term of the original agreement.

Section 3. Compensation

- (A) The City agrees to compensate Contractor for the work performed in this contract as set forth in Exhibit A the amount of Nineteen Thousand Two Hundred Forty-Two Dollars (\$19,242) per year for a total contract price of Thirty-Eight Thousand Four Hundred Eighty-Four Dollars (\$38,484).
- (B) The City agrees to compensate Contractor for normal and emergency service work performed as may be requested by the City based on hours actually worked at the following rates quoted by Contractor:

\$169.50 per Hour – Normal Business Hours (M-F/8-5)
\$182.25 per Hour-Overtime
\$182.25 per Hour-Sundays/Holidays
\$146.96 per trip

The City agrees to compensate Contractor a ten percent (15%) markup on parts.

Section 4. Payment

- (A) City shall pay Contractor for each phase of Duties satisfactorily completed under this agreement as Duties progress.
- (B) Payment shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Maintenance Department
204 East Jefferson Street, Suite 1
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) Contractor 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. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Section 6. Licensing/Certification Standards

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Contractor pursuant to this agreement.

Section 7. Independent Contractor

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 8. Non-Discrimination

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor 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) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor 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. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor 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 Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against 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 Contractor or any of Contractor's agents, officers and employees during the performance of services under

this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor 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 under this agreement.

Section 13. Insurance

- (A) Prior to commencing work, the Contractor 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. Contractor 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) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (5) 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 Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor 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 Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the 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. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (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

Contractor:

Cummins, Inc
Attention: Sales
500 Jackson Street
Columbus, IN 47201

Section 18. Subcontracting or Assignment

Contractor 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 Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor 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) Contractor 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) Contractor 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 may be 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 Contractor.

Section 26. Authority to Execute

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

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

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

Cummins, Inc

 Gina Leichty, Mayor

 Printed: _____

Date Signed: _____

Title: _____

Date Signed: _____

INSPECTION & DIAGNOSTIC TESTING OF CITY OF GOSHEN'S 29 GENERATORS

PROJECT SPECIFICATIONS

General.

The intent of these specifications is to describe the work required for inspecting and diagnostic testing on twenty-nine (29) City of Goshen generators that includes seven (7) Civil City generators, seventeen (17) Wastewater Treatment Plant generators and five (5) Water Department generators.

Contractor agrees to provide normal and emergency service as may be requested by the City with an emergency response time maximum of four (4) hours. Please provide an Emergency service after hours number.

The initial term of the contract shall be from September 1st, 2024 through August 31st, 2026. Work on the project shall begin after September 1st each year and shall be completed by August 31st each year for each of 2025 and 2026. Upon written approval of the contracting parties, the contract may be renewed for two (2) additional two (2) year terms under the same terms and conditions.

INSPECTION & DIAGNOSTIC TEST

Contractor's inspection and diagnostic testing for each generator shall include:

One (1) oil sample for each generator

Battery & Battery Charger System

- Check battery charger functions
- Cable connections, termination cleanliness and security
- Check electrolyte level, vent caps of all cells in the starting batteries
- Battery Conductance Test

Fuel System

- Inspect main tank/day tank fuel level
- Inspect day tank controls and pumps. Test operate day tank controls (where available)
- Inspect all fuel hoses, clamps, pipes, components, and fittings
- Inspect governor linkage
- Visually inspect rupture/containment basin
- Water in Fuel Test - Sub-base, day tanks

Engine Cooling System

- Inspect all hoses and clamps for leaks, coolant level and condition
- Inspect radiator cap and filler neck condition
- Inspect drive belts, observe alignment and deflection
- Observe coolant heater operations
- Utilize DCA test strip to record coolant properties
- Inspect radiator surfaces, shrouds, and barriers for obstruction
- Visually inspect low temperature after cooler coolant

Engine & Lubrication System

- Inspect lubrication system (visually check oil level)
- Inspect crankcase ventilation system
- Inspect spark ignited ignition system

Intake/Exhaust System

- Inspect air cleaner element and entire intake system
- Inspect exhaust system and rain cap
- Inspect louver operations

Generator Controls & Power Connections

- Visually inspect all engine mounted wiring, senders, and devices
- Visually inspect all control mounted components and wiring
- Lamp test all lights and indicators
- Visually inspect breaker and power connections
- Manually operate generator main breaker(s) open and closed

Generator Operations

- Start and observe generator and equipment operations
- Verify engine and generator safeties for proper operation
- System test with load

Automatic Transfer Switch (Paralleling Switchgear, Bypass Switchgear, Manual Transfer Switches)

- Visually inspect all power and control wiring
- Visually inspect switch mechanism and enclosure
- Visually inspect controls and time delays settings
- Verify function of exercise clock
- Replace control battery-annually (If applicable)
- Any test of the transfer switch must have prior approval 1st.

FULL SERVICE

Contractor shall also provide Full Service on the seven Civil City generators (Item A) and the following two (2) Water Department generators (Item C) - #1 Kercher Plant and #4 Hilltop. Full Service shall include:

Operational & Functional Review of Generator Critical Components

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect/lubricate drive bearings, gear or belt drives, lovejoy and other shaft connecting hardware

Lubrication Oil and Filtration Service

- Change engine lubrication oil, must use manufactures specified viscosity weight oil
- Change primary lubrication and bypass filters
- Change fuel filters
- Post lube service operation of genset (unloaded) at rated temperature
- Oil sample for laboratory analysis

2 HOUR LOAD BANK TEST

Contractor shall also provide a two (2) hour Load Bank Test on the following one (1) generator: #1 Kercher Plant that shall include:

- Load Bank testing for thirty (30) minutes at 30% load and then
- Load Bank testing for ninety (90) minutes at 75% load.

ITEM A. CIVIL CITY GENERATORS

Contractor shall include the inspections and diagnostic testing listed above on each of the following seven (7) Civil City generators:

Street Department:	Police Department:
475 Steury Ave Make: Onan Model: 60.0 GGHE 7529827 Serial#:G110233998	111 East Jefferson Street Make: Onan Model: 100GGHH Serial#:1010287095
Fire Department:	
Central Station, 209 North 3 rd Street Make: Olympian Model: G35F3S Serial #: NFS00851	1203 College Avenue Station Make: Generac Model: QT02015ANSN Serial #:4306527
1728 Reliance Road Station Make: Generac Model: QT03524ANSN Serial #:4528363	308 Egbert Road Make: Generac Model: 0050531 Serial #:4225290
201 S 22 nd Street Make: Generac Model: 0050531 Serial #:4225292	

ITEM B. WASTEWATER TREATMENT PLANT GENERATORS 1000 W. Wilden Avenue
 Contractor shall include the inspections and diagnostic testing listed above on each of the following
 seventeen (17) WWTP generators:

<p>Alpro Lift Station 3715 Kercher Road Make: Onan Model: GGFD Serial #: H080199787 Size 20kW</p>	<p>Kercher Lift Station 111 W Kercher Road Make: Onan Model: GGPB Serial #: C140657591 Size 30kW</p>
<p>Bashor Lift Station 2412 Bashor Road Make: Onan Model: GGHG Serial #: J070121241 Size 85kW</p>	<p>Lincoln Lift Station 1102 W. Lincoln Ave Make: Onan Model: GGHE Serial #: A110181206 Size 60kW</p>
<p>Carter Lift Station 300 Carter Road Make: Onan Model: GGHE Serial #: D010228045 Size 60kW</p>	<p>Lynwood Lift Station 1915 Lynnwood Dr. Make: Onan Model: GG02 Serial #: H140729591 Size 40kW</p>
<p>Century Drive Lift Station 2052 Century Drive Make: Onan Model: GGHG Serial #: G030528055 Size 85kW</p>	<p>SCADA Plant Maintenance Shop 1000 W. Wilden Ave. Make: Onan Model: GGMB Serial #: A11018417 Size: 25kW</p>
<p>Clinton Lift Station 2203 Clinton Street Make: Onan Model: 30EK Serial #: 0872481565 Size 30kW</p>	<p>Starcraft Lift Station 2701 College Avenue Make: Onan Model: GG02-1622655-A Serial #: F160964091 Size 30kW</p>
<p>CR 28 Lift Station 22501 CR 28 Make: Generac Model: 98A04384 Serial #: SG035K364 Size 35kW</p>	<p>Twelfth Street Lift Station 1711 Twelfth Street Make: Onan Model: GGHD Serial #: E990906308 Size 100kW</p>
<p>CR 38 Lift Station 3118 E. Kercher Road Make: Onan Model: GGMB Serial #: I10054189 Size 25kW</p>	<p>Meijer Lift Station 3951 Midway Road Make: Cummins Model: Gen Set Serial #: D220073022</p>
<p>Fairfield School Lift Station 67256 CR31 Make: Generac Model: 4210660200 Serial #: sg0060-j365 Size 60kW Size 60kW</p>	<p>Brinkley Lift Station 3411 E. College Ave. Make: Cummins Model: C45 N6 Serial #: B240318021 Size: 45kW</p>
<p>Goshen Airport Lift Station 66675 US33 Make: Generac Model: 4210640100 Serial #: sg0070-j366 Size 70kW</p>	

ITEM C. WATER DEPARTMENT GENERATORS 308 North 5th Street

Contractor shall include the inspections and diagnostic testing listed above on each of the five (5) Water Department generators listed below.

<p>Kercher Plant 1513 Eisenhower Drive North Make: Mecon with Cummings Engine Model: 680FDF4352AA W Serial #: ED-92508-2/27 Size: 750 Kw</p>	<p>Hilltop 111 Hilltop Make: Generac Model: 3137330200 Serial #: 2072237 Size: 150 Kw</p>
<p>Sherck Water Tower 2109 Cargangana Make: Cummings Model: C30 N6 Serial #: 1150874856 Size: 30 Kw</p>	<p>North Plant 308 North 5th Street Make: Generac Model: 0046753 Serial #: 4071852 Size: 15 Kw</p>
<p>Clinton Water Tower 2502 West Clinton Make: Cummings Model: C25 N6 Serial #: K140769997 Size: 25 Kw</p>	

Contractor shall schedule service calls at least 24 hours ahead of time and as agreed to between Contractor and the applicable City Department. Contact information is:

- | | | |
|------------------------------|---------------|--------------|
| • Civil City Maintenance | Jeff Halsey | 574-206-3111 |
| • Wastewater Treatment Plant | Charlie Riggs | 574-534-5901 |
| • Water Department | Marv Shepherd | 574-534-5701 |
| • Fire Stations | Dan Sink | 574-533-7878 |
| • Street Department | David Gibbs | 574-534-9711 |

Contractor shall perform all service adjustments in accordance with manufacturer’s specifications using required tools and procedures.

Contractor shall provide the applicable City Department with a written report within 24 hours from the time of service.

Contractor’s invoices shall be emailed to “each” City Department itemizing each of the applicable Department generator’s cost. Invoices will be processed within 45 days upon receipt to the correct department. A detailed list will be provided upon the City of Goshen receiving a signed agreement.

Contractor’s estimates shall be emailed to “each” City Department itemizing applicable Department generator’s repair cost. A detailed list will be provided upon the City of Goshen receiving a signed agreement.

INSPECTION & DIAGNOSTIC TEST

ITEM NO.	DESCRIPTION	UNIT	COST	SUBTOTAL Per Year
A.	Civil City's 7 generators:			
1.	Street Department 475 Steury Avenue <u>plus:</u> "Full Service"	LSUM	\$2,084.00	\$1,042.00
2.	Fire Department 209 North 3rd St. <u>plus:</u> "Full Service"	LSUM	\$1,678.00	\$839.00
3.	Fire Department 1203 College Avenue Station <u>plus:</u> "Full Service"	LSUM	\$1,778.00	\$889.00
4.	Fire Department 1728 Reliance Road Station <u>plus:</u> "Full Service"	LSUM	\$1,678.00	\$839.00
5.	Fire Department 308 Egbert Road Station <u>plus:</u> "Full Service"	LSUM	\$1,720.00	\$860.00
6.	Fire Department 201 South 22 nd Street Station <u>plus:</u> "Full Service"	LSUM	\$1,640.00	\$820.00
7.	Police Department 111 East Jefferson Street <u>plus:</u> "Full Service"	LSUM	\$2,242.00	\$1,121.00
Civil City 7 generators Subtotal				\$6,410.00 Annually
B.	Wastewater Treatment Plant's 17 generators			
1.	Alpro Lift Station 3715 Kercher Road	LSUM	\$716.00	\$358.00
2.	Bashor Lift Station 2412 Bashor Road	LSUM	\$786.00	\$393.00
3.	Carter Lift Station 300 Carter Road	LSUM	\$846.00	\$423.00
4.	Century Drive Lift Station 2052 Century Drive	LSUM	\$888.00	\$444.00
5.	Clinton Lift Station 2203 Clinton Street	LSUM	\$676.00	\$338.00
6.	CR 28 Lift Station 22501 CR 28	LSUM	\$614.00	\$307.00
7.	CR 38 Lift Station 3118 E. Kercher Road	LSUM	\$726.00	\$363.00
8.	Fairfield School Lift Station 67256 CR31	LSUM	\$842.00	\$421.00
9.	Goshen Airport Lift Station 66675 US33	LSUM	\$750.00	\$375.00
10.	Kercher Lift Station 111 W Kercher Road	LSUM	\$712.00	\$356.00
11.	Lincoln Lift Station 1102 W. Lincoln Ave	LSUM	\$796.00	\$398.00
12.	Lynwood Lift Station 1915 Lynnwood Dr.	LSUM	\$660.00	\$330.00
13.	SCADA Plant Maintenance Shop 1000 W Wilden	LSUM	\$666.00	\$333.00
14.	Starcraft Lift Station 2701 College Avenue	LSUM	\$666.00	\$333.00

15.	Twelfth Street Lift Station 1711 Twelfth Street	LSUM	\$810.00	\$405.00
16.	Meijer Lift Station 3951 Midway Road	LSUM	\$610.00	\$305.00
17.	Brinkley Lift Station 3411 E. College Avenue	LSUM	\$666.00	\$333.00
Wastewater Treatment Plant 17 generators Subtotal				\$6,215.00 Annually

ITEM NO.	DESCRIPTION	UNIT	COST	SUBTOTAL Per Year
C.	Water Department's 5 generators			
1.	Kercher Plant 1513 Eisenhower Drive North <u>plus</u> : "Full Service" and "two (2) hour Load Bank Test"	LSUM	\$8,994.00	\$4,497.00
2.	Sherck Water Tower 2109 Cargangana	LSUM	\$712.00	\$356.00
3.	Clinton Water Tower 2502 West Clinton	LSUM	\$634.00	\$317.00
4.	Hilltop 111 Hilltop <u>plus</u> "Full Service"	LSUM	\$2,264.00	\$1,132.00
5.	North Plant 308 North 5th Street	LSUM	\$630.00	\$315.00
Water Department 5 generators Subtotal				\$6,617.00 Annually
TOTAL For all Departments				\$19,242.00 Annually

SERVICE RATES

Rate per hour Normal Business Hours (M-F/8-5) \$ 169.50 _____
 Per overtime hour \$ 182.25 _____
 Per hour – Sundays/Holidays \$ 182.25 _____

Mileage Rate \$ 3.95 _____ per mile
 Distance to City of Goshen 37.2 _____ miles
 Round trip total cost \$146.94 _____
 Percent of markup on quoted repairs _____ 15%

(The above listed service rates will be factored into awarding the contract.)

Deadline to submit proposal August 16th by 3pm



**Sales and
Service**

August 13th, 2024

City of Goshen
202 S. 5th St.,
Goshen, IN 46528

Re: City's 29 Generator Maintenance Bid

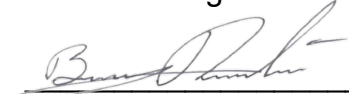
Cummins Inc., as a global power leader, is committed to meeting all performance obligations through due diligence, our Code of Business Conduct, and maintaining positive and ongoing relationships to service customers.

Pursuant to our participation in the bid identified above, Cummins does not commit to the terms and conditions and reserves the right to negotiate any resultant contract upon award.

If any information is needed pertaining to the above or you have any questions regarding our submittal, please do not hesitate to contact me.

Regards,

Sales Manager



Signature/Title



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

August 29, 2024

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Agreement Amendment 2 with Peerless Midwest, Inc for additional testing for a potential new well field just North of Goshen Airport

Attached for the Board's approval and to authorize Mayor Leichty to execute is an Amendment Agreement with Peerless Midwest, Inc. for additional testing for a potential new well field just north of Goshen Airport.

After additional testing was conducted by Peerless to account for drawdown interference, it was determined that the current potential wellfield capacity would be inadequate and more wells are needed. An additional six new test well locations have been identified and the City would like to explore these sites for potential well locations. The cost of this additional necessary testing is not to exceed \$61,880. an understanding that additional expense may incur if the well equipment should become difficult to move in or out as a result of weather conditions due to the remote locations of the test sites and current seasonal conditions at the time of drilling.

Suggested Motion:

Approve and authorize Mayor Leichty to execute Amendment Agreement 2 with Peerless Midwest, Inc for additional testing needed for a potential new well field just north of Goshen Airport at a cost of \$61,880.

AMENDMENT NO. 2
AGREEMENT WITH PEERLESS MIDWEST, INC. FOR TESTING
FOR POTENTIAL NEW WELLS

THIS AMENDMENT is entered into on _____, 2024, which is the last signature date set forth below, by and between **Peerless Midwest, Inc.** (“Peerless”), whose mailing address is 55860 Russell Industrial Parkway, Mishawaka, Indiana, 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”).

RECITALS

- (A) City and Peerless entered into an Agreement on April 19, 2024 for testing for a potential new well at City owned property known as Noel Farms.
- (B) It was determined that additional testing is needed to account for drawdown interference associated with operating the proposed wells simultaneously.
- (C) City and Peerless entered into an Amended Agreement on June 24, 2024, to conduct additional testing regarding the drawdown interference.
- (D) The additional testing determined that the current potential wellfield capacity would be inadequate and more wells are need.
- (E) 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) Peerless has identified six (6) new test well locations. A detailed Scope of Services can be found in Peerless’s August 21, 2024 proposal attached hereto, marked at **Exhibit A**, and made a part herein.

SECTION 2. Effective Date; Term

- 2.01 The Amendment shall become effective on the day of execution and approval by both parties.
- 2.02 Peerless understands that time is of the essence and the scope of services included in this Amendment need to be completed as soon as possible.

SECTION 3. Compensation

- 3.01 City agrees that total compensate to Peerless for performing the Services under this Amendment are not to exceed Sixty-One Thousand Eight Hundred Eighty Dollars (\$61,880).

3.02 The City understands that the new drilling locations are in areas that lack roadways and access in and out of the site will be weather-dependent. The potential additional cost to pull the drilling equipment in or out of the field is unknown. Additional cost may be applied if these conditions arise and the equipment has to be pulled out of the field. Peerless will coordinate this with City and City will assist in helping to remove the equipment prior to any additional expense being incurred.

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

Peerless Midwest, Inc.

Gina Leichty, Mayor

Adam L. Gersbauer, Project Manager

Date Signed: _____

Date Signed: _____



EXHIBIT A

Mishawaka, IN / 574.254.9050
Tipton, IN / 317.896.2987
Ionia, MI / 616.527.0050
Fenton, MI / 810.215.1295
Lombard, IL / 630.708.3212
Boulder, CO / 574.286.0765
Littleton, CO / 303.968.7920

August 21, 2024

Mr. Marv Shepherd
City of Goshen
308 N. Fifth St.
Goshen, Indiana 46526

RE: New Well Field-Additional Test Wells

Dear Mr. Shepherd:

Peerless-Midwest, Inc. (PMI) is committed to providing additional professional hydrogeologic services to the Goshen Water Department (PWSID#IN5220009) for viability testing of the potential new well field located just North of the Goshen Airport. We appreciate this opportunity and are dedicated to the success of this project.

Following the drilling of the first four test wells, the total potential firm capacity of 2,599 GPM was established. The City of Goshen has determined that the current potential wellfield capacity would be inadequate, and more wells are needed. To address this, Peerless Midwest, in collaboration with Donohue & Associates, both renowned for their expertise, has identified six new test well locations to explore. These well locations are shown in yellow on the attached map. These wells explore further into the property and are spaced further apart than the first four test wells.

SCOPE OF WORK

The following comprehensive tasks are recommended to help the City of Goshen in its thorough analysis of the viability of the new wellfield:

- **Test Borings/2" Wells:** We have identified six possible new production well locations. During the boring, a Peerless Midwest Hydrogeologist will be onsite to collect soil samples and provide valuable input. These test borings, which we recommend converting into monitoring wells by installing a 2" PVC casing and screen, will serve as a means to monitor water levels and groundwater temperature as the well field expands. This monitoring is crucial to understand any possible interference effects.
- **Hydrogeologist Sieves and Report:** A test drilling report summarizing the lithology encountered at each monitoring well location will be provided. The monitoring well logs and sieve analysis graphs will be provided. Based on the lithology and sieve graphs and if favorable geology is present, PMI will propose production well designs for each monitoring well location. The screen design capacities will be tabulated to determine if the firm design capacity of the South Well Field is greater than the necessary 10 million gallons per day (MGD). Aqtesolv (software) modeling will be performed by PMI using the aquifer parameters determined from the TW-24B aquifer performance test in July 2024. The proposed production wells and their design capacities will be input into Aqtesolv to determine the interference effects associated with operating each well their design capacities. The operating capacities will be varied to achieve a total well field design that minimizes adverse drawdown interference between the proposed production wells. Based on the design capacities and Aqtesolv analysis, PMI will recommend whether the South Well Field's development should continue.

- **Boring with 2" casing and screen approximately 150' deep:** \$9,000 each
- **Hydrogeologist report + County Permits:** \$7,880
- **Not to exceed price for six (6) 2" borings/ monitoring wells and report:** \$61,880
 - *Please note that we intend to drill in locations that lack roadways, and access in and out of the site will be weather-dependent. The potential additional cost to pull the drilling equipment in or out of the field is unknown. Additional costs may be applied if these conditions arise and the equipment has to be pulled out of the field. We will coordinate this with the City of Goshen and welcome any help the City can provide.

The proposal above may be accepted in part or in total at the City's discretion.

We appreciate the opportunity to provide you with this service agreement and look forward to working with you on this project. If you have any questions or want to discuss this proposal further, please call (574) 254-9050.

Sincerely,



Adam L. Gerstbauer

Adam L. Gerstbauer

Project Manager

574.252.5896 (Direct)

574.254.9050 (Office)

574.276.6059 (Cell)

Adam.gerstbauer@peerlessmidwest.com

Cc Dustin Sailor/City of Goshen

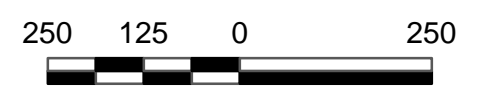
Marv Shepherd/City of Goshen

Jamie Singer/City of Goshen



Legend

- 'Phase I Wells\$' Events
- Phase II Test Well
- Parcel



Feet
Scale 1 : 3,000



PHASE II TEST DRILLING LOCATIONS

South Well Field Interference Study

Proj #: 60302 | Drawn by: MLF | Date: 08/16/24



FIGURE 1



CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

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

donshuler@goshencity.com • www.goshenindiana.org
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

August 23, 2024

To: Goshen Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Master Service Agreement/Scope of Work with Baker Tilly Advisory Group,
for Shanklin Pool Project Bonds

Attached for the Board's approval and authorize Mayor Leichy to execute is an Engagement Letter Agreement Related to Services and Scope Appendix with Baker Tilly Advisory Group, LP. The Agreement is for Baker Tilly's services related to the Shanklin Pool Project bond and associated financing. The expenses incurred under the Agreement will be paid at bond closing; any expenses incurred prior to closing for Baker Tilly's services related to the Shanklin Pool Project may be reimbursed from Bond proceeds.

Suggested Motion:

Move to approve and authorize Mayor Leichy to execute the Agreement and Scope Appendix with Baker Tilly Advisory Group, LP for financial services related to the Shanklin Pool Project Bond.



Baker Tilly Advisory Group, LP
8365 Keystone Crossing, Ste 300
Indianapolis, IN 46240
United States of America

T: +1 (317) 465 1500
F: +1 (317) 465 1550

bakertilly.com

July 15, 2024

City of Goshen, Indiana
Mr. Richard Aguirre, Clerk-Treasurer
202 South Fifth Street, Suite 2
Goshen, IN 46528

RE: Engagement Letter Agreement Related to Services

This letter agreement (the Engagement Letter or Agreement) is to confirm our understanding of the basis upon which Baker Tilly Advisory Group, LP (Baker Tilly) and its affiliates are being engaged by City of Goshen, Indiana (the Client) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices (Deliverables). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices (Baker Tilly's Preexisting Knowledge) (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Mr. Richard Aguirre, Clerk-Treasurer
City of Goshen, Indiana

July 15, 2024
Page 3

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Investments

Baker Tilly certifies that pursuant to Indiana Code 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

Non-Discrimination

Pursuant to Indiana Code §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

Anti-Nepotism

The Firm is aware of the provisions under IC 36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental entities. The Firm is not aware of any relative (as defined in IC 36-1-21-3) of any elected official (as defined in IC 36-1-21-2) of the Client who is an owner or an employee of the Firm.

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Agreement, any Engagement Letter, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Baker Tilly. Baker Tilly may assign and transfer this Agreement and any Letter to any successor that acquires all or substantially all of the business or assets of Baker Tilly by way of merger, consolidation, other business reorganization, or the sale of interests or assets.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Mr. Richard Aguirre, Clerk-Treasurer
City of Goshen, Indiana

July 15, 2024
Page 5

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

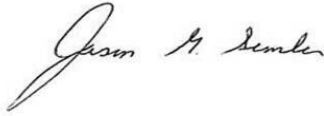
This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Signature,

BAKER TILLY ADVISORY GROUP, LP



Jason G. Semler, Principal

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly Advisory Group, LP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC (BTIS), a U.S. Securities and Exchange Commission (SEC) registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC (BTC) Baker Tilly Capital, LLC (BTC) is a limited-service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors (BTMA) is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board (MSRB). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provided to the Client in writing at that time.

RE: Debt Issuance, Continuing Disclosure – Lease Rental Bonds (Pool Project)
DATE: July 22, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between City of Goshen, Indiana (the Client) and Baker Tilly Advisory Group, LP (BTAG) and relates to services to be provided by both BTAG and Baker Tilly Municipal Advisors, LLC (BTMA), collectively (Baker Tilly).

SCOPE OF WORK

BTMA agrees to furnish and perform the following services for the Client.

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a Project), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a Transaction), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the issuance (the Debt Obligation).
2. Assist the Client in determining an appropriate method of sale for the Debt Obligation (e.g., competitive, negotiated, private placement.)
3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.
4. Advise the Client on current market conditions, financial impacts of federal, state, or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.

5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
6. Assist the Client in the analysis of utilizing credit enhancement and aid in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
8. Assist Client in identifying other professional services that may be necessary for the issuance or post -issuance requirements of the Debt Obligation.
9. Assist the Client in connection with the preparation, composition, review, and distribution of an offering document (e.g., Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project, and the Debt Obligation.
10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, and official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

BTAG agrees to furnish and perform the following services for the Client.

C. Continuing Disclosure Services

BTAG will commence continuing disclosure services for debt obligations as set forth in any continuing disclosure undertaking for the debt obligations (CDU) that the Client will execute upon settlement. Annually, the Firm will check in with the Client to confirm the engagement for the next annual reporting period.

In carrying out its duties, BTAG shall do the following:

1. Preparation and filing of annual reporting

The Client will provide BTAG with the executed CDU, including any master or supplemental CDUs.

BTAG will:

- a. Identify the Client's reporting obligations, assist, as needed, with any necessary operating data, and file any required annual report and financial statements, including the audit if available, as provided for in each CDU for the reporting period;
- b. Provide to the Municipal Securities Rulemaking Board (MSRB) through its Electronic Municipal Market Access System (EMMA), the annual information required under each respective CDU;
- c. Provide additional reporting to purchasers, as set forth in bond related agreements; and
- d. If not filed at the time of the annual report, file the audit as set forth in the CDU.

2. Assistance filing reportable events on EMMA

Upon notification of one of the events listed as set forth in each CDU (collectively, Reportable Events), BTAG will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Rule to be filed within ten business days of the occurrence. Client will notify BTAG as soon as possible when they believe a reportable event has or may have occurred to enable BTAG to file a timely notice on EMMA. It is the Client's sole responsibility to notify BTAG of the potential occurrence of a Reportable Event.

3. Compliance Check

- a) At the time that BTAG conducts services annually under item 1, BTAG will update the compliance check.
- b) If a deficiency is found and the bonds remain outstanding at the time of BTAG's compliance check, BTAG will prepare any necessary reporting or notices to meet the CDU obligations. BTAG will provide the Client with documentation that the EMMA filing has occurred.

4. Other post issuance services (Upon Request)

If requested, BTAG will provide to the Client other post issuance services including, but not limited to, consultation related to disclosure operating procedures, post issuance policies and procedures, rating surveillance support, and debt management.

Client agrees to provide BTAG with the audit and accurate information with respect to the annual report in a timely manner and to fully disclose to BTAG any Reportable Events as they occur.

COMPENSATION AND INVOICING

Fees for services set forth in the Scope Appendix will be billed at standard billing rates based upon the actual time and expenses incurred.

Standard Hourly Rates by Job Classification
12/1/2023

Title	Hourly Rate
Partners / Principals / Directors	\$400 - \$600
Managers / Senior Managers	\$275 - \$400
Consultants / Analysts / Senior Consultants	\$175 - \$275
Support / Paraprofessionals / Interns	\$110 - \$175

**Billing rates are subject to change periodically due to changing requirements and economic conditions. The Client will be notified thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by Baker Tilly except for direct, project-related expenses such as travel costs and charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity®.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month.

Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.



Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

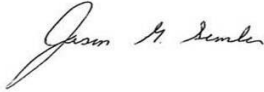
Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings and continuing disclosure, (Sub-engagements) as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Signature,

BAKER TILLY ADVISORY GROUP, LP



Jason G. Semler, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

To: Board of Public Works and Safety
From: Don Shuler
Date: August 23, 2024
RE: Resolution 2024-22 - Approving Revisions to City of Goshen Small Unmanned Aircraft Systems Policy

On October 2, 2023, the Goshen Board of Public Works and Safety approved the City of Goshen Small Unmanned Aircraft Systems Policy, governing the use of small unmanned aircraft by the City's Public Works and Utilities Departments. In May 2024, the City received waivers from the Federal Aviation Administration to permit operations over moving vehicles and operations over human beings. City staff has revised and updated the Small Unmanned Aircraft Systems Policy to reflect these waivers and providing standards for the use of small unmanned aircraft in those situations. City staff proposes the adoption of the revised policy provided with this Memorandum.

Suggested Motion: Move to approve Resolution 2024-22 - Approving Revisions to City of Goshen Small Unmanned Aircraft Systems Policy.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2024-22**

Approving Revisions to City of Goshen Small Unmanned Aircraft Systems Policy

WHEREAS, on January 24, 2022, the Goshen Board of Public Works and Safety approved certain City-wide policies, in the form of a Policy Manual identified in and approved by Resolution 2022-05;

WHEREAS, on October 2, 2023, the Goshen Board of Public Works and Safety adopted Resolution 2023-33 Approving City of Goshen Small Unmanned Aircraft Systems Policy, which established guidelines for the use of small unmanned aircraft systems by the City's Public Works and Utilities Departments;

WHEREAS, the City has received waivers from the Federal Aviation Administration (FAA) to permit operations over moving vehicles and operations over human beings, with said waivers effective for the next four (4) years;

WHEREAS, City staff has determined that certain additions to the Small Unmanned Aircraft Systems Policy would be appropriate to address the additional permitted operations;

WHEREAS, the Goshen Board of Public Works and Safety now finds that it is appropriate to approve the revised Small Unmanned Aircraft Systems Policy.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that the City of Goshen Small Unmanned Aircraft Systems Policy, as revised, a copy of which is attached hereto and made a part hereof, is hereby approved.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on August 29, 2024.

Gina M. Leichty, Mayor

Michael A. Landis, Member

Mary Nichols, Member

Barb Swartley, Member

Orv Myers, Member

SMALL UNMANNED AIRCRAFT SYSTEMS

Adopted By: Board of Public Works and Safety

Date Adopted: October 2, 2023

Revised: August 29, 2024

Employees Affected: All Employees

Section 1. Purpose and Scope

The purpose of this policy is to establish guidelines for the use of small unmanned aircraft systems (“sUAS”) and their operations in support of services provided by the City of Goshen’s Public Works and Utilities Departments. The goal is to provide clear framework for the safe operation of the sUAS that will apply to all personnel and pilots authorized to operate the sUAS in support of the City of Goshen.

Section 2. Application

This policy shall apply to sUASs operated by City of Goshen Public Works and Utilities employees. sUASs operated by City of Goshen Police and Fire Departments shall not be affected by this policy.

Section 3. Definitions

- A. Federal Aviation Administration (“FAA”) – The largest transportation agency of the U.S. government and regulates all aspects of civil aviation in the country as well as over surrounding international waters.
- B. Title 14 of the Code of Federal Regulations, Part 107, Small Unmanned Aircraft Systems. (“Part 107”) – This federal regulation applies to the registration, airman certification, and operation of civil small unmanned aircraft systems within the United States and the eligibility of civil small unmanned aircraft systems to operate over human beings in the United States.
- C. Title 14 of the Code of Federal Regulations, Part 91, General Operating and Flight Rules (“Part 91”) – This federal regulation prescribes special operating rules for all persons operating aircraft.
- D. Person Manipulating the Controls (“PMC”) – Does not hold a remote pilot certificate and has not met the testing or training requirements under Part 107. The PMC can still operate the sUAS as long as two conditions are met: (1) The PMC is being directly supervised by a remote PIC who has met the recurrent testing and training requirements of Part 107; and (2) The remote PIC has the ability to immediately take direct control of the sUAS.
- E. Remote Identification (“RID”) – The ability of a UA in flight to provide identification and location information that can be received by other parties through a broadcast signal.
- F. Remote Pilot-in-Command (“PIC”) – The individual directly responsible for and with final authority in the operation of the sUAS conducted under Part 107.

- G. Small Unmanned Aircraft (“sUA”) – A UA weighing less than 55 pounds, including everything that is onboard or otherwise attached to the aircraft, and can be flown without the possibility of direct human intervention from within or on the aircraft.
- H. Small Unmanned Aircraft System (“sUAS”) – A small unmanned aircraft and its associated elements, including communication links and the components that control the UA, that are required for the safe and efficient operation of the sUAS in the National Airspace System.
- I. Unmanned Aircraft (“UA”) – An aircraft in operation without the possibility of direct human intervention from within or on the aircraft.
- J. Visual Line of Sight (“VLOS”) – With vision that is unaided by any device other than corrective lenses, the remote PIC, the VO, and the PMC of the sUAS must be able to see the UA throughout the entire flight in order to know the aircraft’s location; determine the UA’s attitude, altitude, and direction of flight; observe the airspace for other air traffic or hazards; and determine that the UA does not endanger the life or property of another.
- K. Visual Observer (“VO”) – Their role is to alert the rest of the crew about potential hazards during sUAS operations. The remote PIC must use one or more VOs to supplement situational awareness and visual-line-of-sight responsibilities while the remote PIC is conducting other mission-critical duties, such as checking displays, unless a VO is not reasonably available or the use of a VO is impractical.

Section 4. Pilots

All City employees must meet the required minimum qualifications put forth by the FAA for the operation of the sUAS in order to be authorized to operate the sUAS – no employee may operate a City sUAS without such qualifications. The pilot must hold, at a minimum, a valid FAA Airmen Certificate, or other applicable certificate, with the ratings and limitations meeting those of a remote pilot of a sUAS. All pilots must complete all required trainings in order to maintain a valid FAA Airmen Certificate, or other applicable certificate, after its date of issuance.

Section 5. Standard Operations

- A. All sUASs must be operated in compliance with Part 107, and all other applicable regulations.
- B. The PIC will conduct an inspection and complete a pre-flight checklist before every mission to ensure proper weather, site, aircraft, system, and safety requirements are met.
- C. An onboard camera will be activated during the time-of-flight missions. The camera will not be used to look at occupied dwellings, buildings, or structures in order to minimize inadvertent video or still images of uninvolved persons. Videos or still images of occupied dwellings, buildings, or structures will only be collected if required by the scope of the flight mission, such as new construction inspection or aerial photography of active construction sites. When the occupied dwellings, buildings, or structures are the subject of a flight mission, applicable laws will apply.
- D. The sUAS will not be used to conduct random surveillance activities. All flight missions must have a clear goal of obtaining specific video or still images of typical Public Works

and Utilities operations, such as utility construction inspections, asset inspections, facility inspections, municipal separate storm sewer system inspections, disaster response, and aerial imagery photography.

- E. The sUAS will only be operated within VLOS. The use of a VO is acceptable when unable to maintain VLOS for the entire flight mission. A Part 107 waiver may be applied for when needing to break VLOS, such as responding to flooded areas where you are unable to maintain VLOS.
- F. After September 16, 2023, no person may operate a UA within the airspace of the United States unless the requirements of Title 14 of the Code of Federal Regulations Part 89 are met. The City of Goshen's employees may only operate UAs that have built-in RID or are using an attachable RID module that has been registered with the FAA.
- G. Operations over people are not allowed unless the pilot is operating a category approved sUAS. Without the use of a category approved sUAS, a waiver must be filed with the FAA requesting permission to deviate from the rules set part in Part 107 subsection 39.
- H. A PIC must maintain VLOS for the entirety of the flight mission. If a PIC must take the sUAS beyond the VLOS for any reason, the VO must remain in VLOS of the PIC, and clear communication between the PIC and VO must be obtainable and maintained during the entirety of the flight operation until the sUAS returns back to the VLOS of the PIC.
- I. The maximum operating altitude for a sUAS is 400 feet above the surface. A Part 107 subsection 51 waiver is required to fly above an altitude of 400 feet. A pilot may exceed an altitude of 400 feet without a waiver as long as the sUAS remains within 400 feet of a tower being inspected.

Section 6. Certificate of Authorization

The City of Goshen has obtained a Part 91 Certificate of Authorization ("COA") granting the status of Public Agency. The Part 91 COA allows the City of Goshen to operate within the parameters of Public Aircraft Operation (49 USC 40102(a)(41)(C)). Under such parameters, City of Goshen employees may act as a PIC and operate a UAS without meeting the testing and training requirements of Part 107 specified in Section 4 and Section 5 of this policy herein, if and only if:

- A. The PIC plans to use the UAS for emergency storm and flood response, as well as other tasks related to the operation of the City of Goshen.
- B. The PIC participates in the Public Agency sUAS COA Training Program and receives a passing score from the Program Administrator.
- C. The PIC is accompanied by a VO who either has a valid FAA Airmen Certificate or has participated in the Public Agency sUAS COA Training Program and receives a passing score from the Program Administrator.
- D. The PIC files a Notice to Air Missions (NOTAM) with the FAA not more than 72 hours in advance, but not less than 24 hours for UAS operations prior to the operation for routine operations.

Section 7. **Operation Over Human Beings**

- A. Title 14 of the Code of Federal Regulations, Part 107 subsection 39, Operations Over Human Beings, states no person may operate a small unmanned aircraft over a human being unless:
 - 1. That human being is directly participating in the operation of the small unmanned aircraft;
 - 2. That human being is located under a covered structure or inside a stationary vehicle that can provide reasonable protection from a falling small unmanned aircraft; or
 - 3. The operation meets the requirements of at least one of the operational categories specified in Part 107 subsection 39.
- B. The City of Goshen has obtained a Part 107 subsection 39 waiver from the FAA to allow Operations Over Human Beings in all of controlled and uncontrolled airspace where sUAS are permitted. If operations take place in controlled airspace, no flights will take place outside of unmanned aircraft system facility map limits as published by the FAA without further coordination with the proper Air Traffic Controller.
- C. The Part 107 subsection 39 waiver obtained by the City of Goshen specifies which sUAS is allowed to operate under said waiver, including all safety equipment that must be attached in order to operate. No sUAS other than those listed on the waiver shall be used for Operations Over Human Beings.
- D. The Part 107 subsection 39 waiver obtained by the City of Goshen specifies which PICs are allowed to operate under said waiver. No PIC other than those listed on the waiver shall partake in Operations Over Human Beings.

Section 8. **Operations Over Moving Vehicles**

- A. Title 14 of the Code of Federal Regulations, Part 107 subsection 145, Operations Over Moving Vehicles, states no person may operate a small unmanned aircraft over moving vehicles unless:
 - 1. The operation occurs in accordance with Category 1, Category 2, Category 3, or Category 4 operations set forth in Title 14 of the Code of Federal Regulations, Part 107.
 - 2. For operations under Category 1, Category 2, or Category 3 operations, the small unmanned aircraft, throughout the operation, must remain within or over a closed or restricted access site, and all human beings located inside a moving vehicle within the closed or restricted access site must be on notice that a small unmanned aircraft may fly over them, and sustained flight must not be maintained over moving vehicles.
 - 3. For operations under Category 4, the small unmanned aircraft must have an airworthiness certificate and be operated in accordance with the operating

limitations specified in the approved flight manual or as otherwise specified by the Administrator.

- B. The City of Goshen has obtained a Part 107 subsection 145 waiver from the FAA to allow Operations Over Moving Vehicles in all of controlled and uncontrolled airspace where sUAS are permitted. If operations take place in controlled airspace, no flights will take place outside of unmanned facility aircraft system facility map limits as published by the FAA without further coordination with the proper Air Traffic Controller.
- C. The Part 107 subsection 145 waiver obtained by the City of Goshen specifies which sUAS is allowed to operate under said waiver, including all safety equipment that must be attached in order to operate. No sUAS other than those listed on the waiver shall be used for Operations Over Moving Vehicles.
- D. The Part 107 subsection 145 waiver obtained by the City of Goshen specifies which PICs are allowed to operate under said waiver. No PIC other than those listed on the waiver shall partake in Operations Over Human Beings.

Section 9. **Safety**

All PICs are responsible for the following:

- A. Understand applicable regulatory requirements, standards, and organizational safety policies and procedures.
- B. Observe and control safety systems by monitoring all operations.
- C. Review standards/policies and the practices of agency personnel as they impact operational safety.
- D. Communicate all reported safety-related problems and the corrective action taken. If there were any in-flight problems of learned experiences.
- E. Read and understand all pertinent safety information and emergency bulletins

Section 10. **Personal Use**

All UAs owned by the City of Goshen's Public Works and Utilities departments are for city-use only. Devices are not to be taken home or used on personal time for personal benefit. All photos and videos collected shall be for the use and benefit of the City of Goshen and its service to its residents.

Section 11. **Records and Retention**

All videos and still images collected will be kept in compliance and accordance with the City of Goshen's records retention policies. Flight logs generated by the sUAS are automatically stored on the DJI Pilot app and will be periodically transferred to the City's network. Flight logs will be kept in compliance and accordance with the City of Goshen's records retention policies.

Section 12. **Maintenance**

PICs shall be responsible that UAs are maintained to manufacturers' specifications. All UAs will be inspected before every flight mission by the PIC. If the UA does not pass the pre-flight inspection, it

is to be taken out of service immediately. All other pilots should be notified right away that the UA did not pass inspection, and maintenance should be scheduled accordingly.



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

August 29, 2024

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Police and Fire Conditional Offers of Employment

For several years, the Board of Public Works and Safety has been asked to extend a conditional offer of employment to a candidate for employment with the Police Department or Fire Department, as well as approve and authorize the Mayor to execute a Conditional Offer of Employment Agreement with the individual. The agreement includes the prerequisites to beginning employment and contains other provisions related to training requirements, reimbursement requirements, and a hiring bonus to the individual, if eligible. After the conditional offer of employment has been extended and the agreement is fully executed, the Police or Fire Department will have the individual begin the application process for membership to the Indiana Public Retirement System (INPRS)'s 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). As part of this process, the application for membership requires the individual to authorize the release of medical information, the completion of comprehensive medical history, and the completion of required physical and mental examinations. In accordance with the Americans with Disabilities Act, an employer may not ask an individual disability-related questions and may not conduct medical examinations until after the employer makes a conditional offer of employment to the individual.

To maintain the confidentiality of individuals at this stage in the pre-employment process, it is recommended that the Board authorize the Police Chief or the Police Chief's designee, and the Fire Chief or the Fire Chief's designee, to extend a conditional offer of employment to a candidate for employment with the Police Department or Fire Department on behalf of the Board, and to execute a Conditional Offer of Employment Agreement with the individual. Once the INPRS Board of Trustees has approved the individual's application for membership to the 1977 Fund, or if the individual is an active 1977 Fund member and separating from another participating 1977 Fund employer and transferring to the City within 180 days (and therefore not required to complete the physical and mental examinations), then the Police or Fire Department will present the fully executed agreement to the Board for ratification at the time the hiring of the individual as an employee of the Police Department or Fire Department is approved.

Suggested Motion – Move to authorize the Police Chief or the Police Chief's designee, and the Fire Chief or the Fire Chief's designee, to extend a conditional offer of employment to a candidate for employment with the Police Department or Fire Department on behalf of the Board of Public Works and Safety, and to execute a Conditional Offer of Employment Agreement with the individual.



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **BLACKPORT DRIVE – NO TRUCK DESIGNATION
STEURY AND LINCOLN AVENUE RECONSTRUCTION (JN: 2019-0046)**

DATE: August 29, 2024

Due to existing utility conflicts, work on the Steury Ave. & Lincoln Ave. Reconstruction project will be delayed until April, 2025. In order to ease the burden of the traffic control on local drivers and businesses, the Engineering Department had requested that the “No Truck” designation on Blackport Drive be temporarily removed. In light of the delay, it is requested that “No Truck” designation be re-established. Upon notice of the Contractor’s intended road closure, Engineering will again request the temporary removal of the “No Truck” designation on Blackport Drive, tentatively in April 2025.

Requested motion: Move to approve the re-establishment of the “No Truck” designation on Blackport Drive, effective immediately.

**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



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **CHANGE ORDER NO. 1
STEURY AND LINCOLN AVENUE RECONSTRUCTION (JN: 2019-0046)**

DATE: August 29, 2024

Niblock Excavating had planned to begin work on the Steury and Lincoln project in June of this year. In May, it was discovered that Frontier fiber utilities were still in conflict with the proposed alignment of the new water main. Although the fiber utilities had been previously relocated for the project, they were not moved according to the relocation plan provided by the project design engineer. New conduit was installed by the fiber utility this summer, and Niblock Excavating was able to mobilize on August 12. However, it was then discovered that the fiber cable still needed to be transferred to the new conduit. In addition, a stop work order was made by NIPSCO gas due to an untenable gas service. On account of ongoing utility delays, it was decided with Niblock Excavating to shift the start of this project to April, 2025. In the meantime, Niblock crews will focus efforts on expediting the reconstruction of Reliance Road, which is needed for the new Elkhart County Consolidated Courts campus.

As a result of this delay, 308 calendar days are being added to the contract, extending the date of substantial completion for Phase 1 and Phase 2 from October 4, 2024, until August 8, 2025. The date of final completion for the entire project will be extended from September 30, 2025, to August 4, 2026. Niblock Excavating will receive and store materials on-site, so as to avoid material cost increases during the delay.

Requested Motion: Approve Change Order No. 1 for the Steury Avenue and Lincoln Avenue Reconstruction Project for an addition of 308 days to the contract.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 1
Date: 8/29/2024

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

OWNER: City of Goshen
PROJECT NAME: Steury Avenue and Lincoln Avenue Reconstruction Project
PROJECT NUMBER: 2019-0046
CONTRACTOR: Niblock Excavating, Inc.

I. DESCRIPTION OF WORK INVOLVED

Niblock Excavating had planned to begin work on Steury and Lincoln project in June of this year. In May, it was discovered that Frontier fiber utilities were still in conflict with the proposed alignment of the proposed water main project. Although the fiber utilities had been previously relocated for the project, they were not moved according to the relocation plan provided by Abonmarche. Due to ongoing existing utility delays, it was decided with Niblock Excavating to delay the start of this project until April 2025.

As a result of this delay, 308 calendar days are being added to the contract, extending the date of substantial completion for Phase 1 and Phase 2 from October 4, 2024, until August 8, 2025. The substantial date of completion for the entire project will be extended from August 29, 2025, to July 3, 2026. Niblock Excavating will receive and store materials on-site, so as to avoid material cost increases during the delay.

N/A	@ \$0.00	-----	\$0.00
	Subtotal -		\$0.00

CHANGE ORDER FORM

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$9,097,758.00
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 1 to <u>0</u>	\$0.00
3. Amount of Contract, not including this supplement	\$9,097,758.00
4. Addition/ Reduction to Contract due to this supplement	\$0.00
5. Amount of Contract, including this supplemental	\$9,097,758.00
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)	\$0.00
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>1</u> (Line 6 divided by Line 1)	0.00%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby ~~extended/reduced~~ by 308 calendar days, making the final completion date August 4, 2026.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

CHANGE ORDER FORM

Pg. 3 of 3

Change Order No. 1

RECOMMENDED FOR ACCEPTANCE

Dustin K. Sailor, P.E.
Director of Public Works

ACCEPTED: BOARD OF PUBLIC WORKS AND SAFETY
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

Member

Member

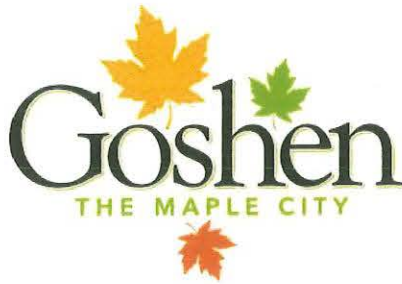
ACCEPTED: CONTRACTOR

Niblock Excavating

BY: _____
Signature of authorized representative

Printed

Title



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **AGREEMENT WITH ARCADIS U.S. INC.
NORTH GOSHEN NEIGHBORHOODS SERVICE LINE REPLACEMENT &
UTILITY UPGRADES - JN: 2024-0029**

DATE: August 29, 2024

Approval is sought for an expenditure of \$590,000 for Design Services, and the creation of Bid Documents for the North Goshen Neighborhoods Service Line Replacement Project. The project will replace aging galvanized service lines and lead gooseneck connectors in the Riverside, Dickerson Landing, Northside, and Wilden Avenue neighborhoods. While replacing service lines in the Northside Neighborhood, the project will also replace 1930's era water mains, distressed sewer mains, and provide separation of the sanitary and storm sewer mains. Due to the extent of excavation required for this work, the project will also rebuild portions of Oakridge Avenue and Queen Street with new roadway, curb and gutter, and sidewalks. Several cross streets disrupted by the utility work will also be rebuilt.

The design fee requested will implement a much-needed upgrade of the infrastructure in the neighborhoods of North Goshen. The estimated \$9.1 million-dollar project will begin in the Spring of 2025 and be completed by late in 2026. Goshen has been fortunate to receive a \$2.5 million grant and \$2.5 million 0% interest loan from the IFA for the project with the remainder of the funding shared by the Water and Sewer Utilities and Civil City.

Requested Motion: Approve and authorize the Mayor to sign the attached agreement with Arcadis for \$590,000 to provide design and bid support services for the North Goshen Neighborhoods Service Line Replacement and Utility Upgrades project.

**AGREEMENT WITH ARCADIS, U.S., INC. FOR THE DESIGN AND BIDDING
ASSISTANCE FOR SERVICE LINE AND WATER MAIN REPLACEMENTS,
AND SANITARY SEWER, STORMWATER AND ROADWAY
IMPROVEMENTS
(Wilden Ave, Northside, Dickerson Landing and Riverside Neighborhoods)**

THIS AGREEMENT is entered into on _____, 2024, which is the last signature date set forth below, by and between **Aracadis, U.S., Inc** (“Consultant”), whose mailing address is 55 Monument Circle, Suite 300B, Indianapolis, Indiana 46204, 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. Consultant Duties

- (A) Consultant shall provide City all services necessary for the investigation, design, and bidding assistance for the Service Line and Water Main Replacements, as well as associated Sanitary Sewer, Stormwater, and Roadway Improvements in the Wilden Avenue, Northside, Dickerson Landing, and Riverside neighborhoods. These services are more particularly described in Consultant’s August 23, 2024 proposal attached as Exhibit A (hereinafter referred to as “Duties”).
- (B) In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.
- (C) Duties under this agreement include:
 - (1) Task 1: Project Management
 - (2) Task 2: Service Line Replacement Field Investigations
 - (3) Task 3: Service Line & Water Main Replacement Design
 - (4) Task 4: Sanitary Sewer, Stormwater, and Roadway Improvements Design
 - (5) Task 5: Bidding Assistance

Section 2. Effective Date

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Consultant acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement.

Section 3. Schedule

- (A) Consultant understands that City has certain deadlines to meet in an effort to close the State Revolving Fund (SRF) loan in the Quarter 3 (January 1, 2024 - March 30, 2025) and presents the following draft timeline previously provided to the Indiana Finance Authority (IFA), funder of a grant and an additional zero-interest loan for this project:

Action Item	SRF Deadline	Anticipated Completion Date
Open Bids	4 weeks prior to closing	February 24, 2025
Due Diligence to SRF	4 weeks prior to closing	February 24, 2025
Completed SBOA Audit	4 weeks prior to closing	February 24, 2025
Permits Secured	3 weeks prior to closing	January 24, 2024
Land Secured	3 weeks prior to closing	N/A
Anticipated Closing		March 26, 2024

(B) Consultant anticipates the completion of their Duties according to the following schedule:

Duty	Deadline
Notice-to-Proceed:	(mid) August 2024
Kick-off Meeting:	August 2024
Survey & 30% Preliminary Design:	(end) September 2024
30% Design Review Meeting:	(early) October 2024
Goshen Review:	(mid) October 2024
90% Design:	(end) October 2024
90% Design Review Meeting:	(early) November 2024
Goshen Review:	(mid) November 2024
Permit Review & Approval:	(end) November 2024
100% Design:	January 10, 2025
Issued for Bid:	January 27, 2025
Bidding:	1 month- February 2025
Bid Opening:	February 24, 2025
Bid Decision:	March 5, 2025

Section 4. Compensation

(A) City agrees to compensate Consultant as follows for performing all Duties:

Task 1: Project Management	Not-to-Exceed \$ 23,300
Task 2: Service Line Replacement Filed Investigations	Not-to-Exceed \$181,000
Task 2a: Allowance for Information Privacy Assessment.....	Not-to-Exceed \$ 5,000
Task 3: Service Line & Water Main Replacement Design	Not-to-Exceed \$181,200
Task 4: Sanitary, Stormwater, and Roadway Improvement Design	Not-to-Exceed \$172,600
Task 4a: Allowance for Geotechnical Engineering Services.....	Not-to-Exceed \$ 10,000
Task 5: Bidding Assistance.....	Not-to-Exceed \$ 16,900
Total Not-to-Exceed.....	\$590,000

(B) City will compensate Consultant for time and expenses based on the standard hourly rates set forth below and the actual hours worked, but in no event will the total compensation exceed the fees set forth in paragraph (B) for the respective Duties. Consultant's standard hourly rates are as follows:

Title	Hourly Rate
Director	\$325
Principal Engineer/Architect/Consultant 2	\$300
Principal Engineer/Architect/Consultant 1	\$265
Senior Engineer/Architect/Consultant	\$205
Project Engineer/Architect/Consultant	\$190
Staff Engineer/Architect/Consultant	\$180
Engineer/Architect/Consultant 2	\$165
Engineer/Architect/Consultant 1	\$145
Technician/Designer/Project Assistant 4	\$180
Technician/Designer/Project Assistant 3	\$150

Technician/Designer/Project Assistant 2	\$135
Technician/Designer/Project Assistant 1	\$125
CADD Technician/Designer	\$ 75

Section 5. Payment

- (A) City shall pay Consultant for Duties satisfactorily completed under this agreement.
- (B) Payment shall be upon City’s receipt of a detailed invoice from Consultant. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
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) Consultant is required to have a current W-9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

Section 6. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively “Documents”) prepared by Consultant or Consultant’s employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Consultant may retain a copy of the Documents for its records.

Section 7. Licensing/Certification Standards

Consultant certifies that Consultant possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Consultant pursuant to this agreement.

Section 8. Independent Contractor

- (A) Consultant shall operate as a separate entity and independent Consultant of the City of Goshen. Any employees, agents or subcontractors of Consultant shall be under the sole and exclusive direction and control of Consultant and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Consultant and/or Consultant’s employees, agents or subcontractors.
- (B) Consultant understands that City will not carry worker’s compensation or any other insurance on Consultant and/or Consultant’s employees or subcontractors. Prior to commencing work under this agreement, and if Consultant utilizes employees or subcontractors to perform work under this agreement, Consultant agrees to provide City a certificate(s) of insurance showing Consultant’s and any subcontractor’s compliance with workers’ compensation statutory requirements.
- (C) Consultant is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 9. Non-Discrimination

Consultant agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Consultant or any subcontractors, or any other person acting on behalf of Consultant 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 10. Employment Eligibility Verification

- (A) Consultant shall enroll in and verify the work eligibility status of all Consultant's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Consultant is not required to participate in the E-Verify program should the program cease to exist. Consultant is not required to participate in the E-Verify program if Consultant is self-employed and does not employ any employees.
- (B) Consultant shall not knowingly employ or contract with an unauthorized alien, and Consultant shall not retain an employee or continue to contract with a person that the Consultant subsequently learns is an unauthorized alien.
- (C) Consultant shall require their subcontractors, who perform work under this contract, to certify to the Consultant 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. Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Consultant fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 11. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Consultant 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 Consultant certifies that Consultant 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 12. No Investment Activities in Iran

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

Section 13. Indemnification

Consultant shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against 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 Consultant or any of Consultant's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Consultant 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 under this agreement.

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 Consultant fails to perform the services or comply with the provisions of this agreement, then Consultant may be considered in default.
- (B) It shall be mutually agreed that if Consultant fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Consultant shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Consultant shall be liable to the City for any excess costs incurred.
- (C) Consultant may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Consultant of any obligation or duty owed under the provisions of this contract.
 - (2) Consultant is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Consultant becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Consultant 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 Consultant or any of Consultant's property.
 - (6) Consultant is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Consultant unable to perform the services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Consultant without the consent of the 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. Consultant shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Consultant.

- (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

Consultant:
Arcadis, U.S., Inc
Attention: Joseph Bartos, PE, Project Manager
55 Monument Circle, Suite 300B
Indianapolis, IN 46204

Section 18. Subcontracting or Assignment

Consultant 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 Consultant to subcontract or assign any portion of the agreement shall not be construed to relieve Consultant 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) Consultant 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) Consultant 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 may be 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 Consultant.

Section 26. Authority to Execute

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

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

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

Arcadis, U.S., Inc.

Gina Leichty, Mayor

Amy E. Smitley, PE, Vice President

Date Signed: _____

Date Signed: _____

Jamey Bontrager-Singer
 Utilities City Engineer
 City of Goshen, IN
transmitted via email

Arcadis U.S., Inc.
 55 Monument Circle
 Suite 300B
 Indianapolis
 Indiana 46204
 Phone: 317 231 6500
www.arcadis.com

Date: August 23, 2024
 Subject: Design and Bidding Assistance for Service Line and Water Main Replacements, and Sanitary Sewer, Stormwater and Roadway Improvements

Dear Mr. Singer,

Arcadis is pleased to provide this proposal for supporting the City of Goshen in investigation, design, and bidding services for the Service Line and Water Main Replacements, as well as associated Sanitary Sewer, Stormwater, and Roadway Improvements in the Wilden Avenue, Northside, Dickerson Landing and Riverside neighborhoods as detailed in the Preliminary Engineering Report (Arcadis, March 2024). It is our understanding that the City is seeking design and bidding assistance services at this time, and that construction observation and administration services will be determined at a later date. Additionally, we understand that it may be beneficial to split the construction scope into two separate bid packages for timing and coordination considerations, and for ease in project funding. This determination will be made collaboratively with the City as the design process evolves.

As part of the City's efforts to comply with the Lead and Copper Rule Revision (LCRR) and Lead and Copper Rule Improvements (LCRI), Arcadis was selected to develop their Service Line Replacement (SLR) plan, and review and develop State Revolving Fund (SRF) applications for funding. This included developing the Preliminary Engineering Report for this proposed project (see figure). The City was awarded a grant and a zero-interest loan from the Indiana Finance Authority (IFA) for the SLR project and water main replacement components. The remaining costs will be funded by the City.

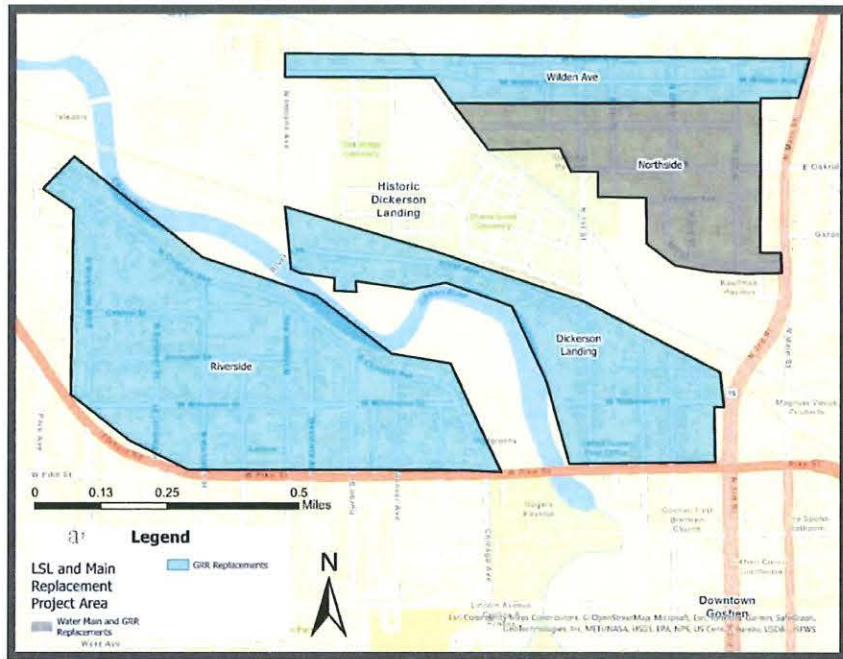


Figure 1: Project Area

Jamey Bontrager-Singer
City of Goshen, IN
August 23, 2024

Figure 1 summarizes the project area, which focuses on four neighborhoods: Wilden Avenue, Northside, Dickerson Landing, and Riverside. Over 450 full or partial replacements will be performed. In addition, approximately 3,000 linear feet (LF) of water mains, 2,530 LF of sanitary sewer, 3,640 LF of storm sewer, and 6,100 LF of roadway improvements will be performed in the Northside area as part of this project.

The proposed project will result in full or partial replacement of service lines in disadvantaged neighborhoods at no cost to those customers (partial replacements are in locations where the utility-side of the service line has already been replaced). Some of these lines are connected to mains installed in 1933 or earlier and the City is concerned that issues and additional costs may arise with the mains when disturbing these connections. Thus, some mains in the project area will be replaced concurrent to service line replacement. This will leverage SRF funding to support the City's asset management program by replacing mains that are beyond their life expectancy. In addition, while no work was planned in these neighborhoods in the short term, the City will commit its own funds to complete sanitary sewer, stormwater, and roadway improvements in conjunction with this project. Thus, SRF funding would motivate investment and revitalization in these underserved neighborhoods.

The City will provide Arcadis with the list of service lines to be replaced. This will leverage their historical records and predictive modeling results, as well as field investigations as needed. Any poly or copper service line will either be unaffected or reconnected where a new water main is installed in the Northside neighborhood.

Based on our previous discussions, this construction scope of work more specifically includes:

- Wilden Avenue
 - Partial service line replacements, from the curb stop valve to meter inside the residences. The service line from the main up to curb stop has previously been replaced throughout this neighborhood, except for a few houses west of Rock Run Creek, which will require full replacement.
- Dickerson Landing
 - Partial service line replacements, from the curb stop valve to meter inside the residences. The service line from the main up to curb stop has previously been replaced.
- Riverside
 - Full service line replacements, from the water mains through the curb stop and to meter inside the residences.
- Northside
 - Service line replacements. Some will be full replacements, from the water mains through the curb stop and to the meter inside each residence, whereas others will be partial as the utility-side was previously replaced.
 - Water main replacements (see Figure 2). Three segments of 6" cast iron or ductile iron mains will be replaced with minimum 8" water main.
 - Utility and public works improvements including sanitary sewers, storm sewer infrastructure, and roads and sidewalks. The scope of work for sanitary and storm sewer replacements is shown in Figure 3. The anticipated scope of work for the roads and sidewalks to be replaced is shown in Figure 4.

Jamey Bontrager-Singer
City of Goshen, IN
August 23, 2024



Figure 2: Water main replacements scope in Northside neighborhood



Figure 3: Sanitary and storm sewer improvements scope in Northside neighborhood



Figure 4: Anticipated roadway improvements scope in Northside neighborhood

SCOPE OF WORK

We propose the following scope of services to support your LCRR compliance and other project area needs.

Task 1: Project Management

Project management best practices will be applied internally to ensure the project is completed successfully and within the defined budget and timeline. Arcadis will:

- Maintain a project SharePoint site for document transfer, storage, and transmittal of deliverables.
- Lead a virtual 1-hour project kick-off with the City project team to review the tasks, schedule, and roles and responsibilities.
- Provide bi-weekly project status updates to the City project manager.
- Manage project execution including coordination of resources, implementation of quality control practices, and budget and schedule monitoring.
- Send monthly invoices, including project staff members, hours expended by each staff member, and concise progress summaries.

Project Management Deliverables:

- Project SharePoint site
- Monthly invoices
- Project status updates

Task 2: Service Line Replacement Field Investigations

Under this task, Arcadis crew(s) will perform actual home-entry into each of the estimated 458 homes and/or buildings for which service lines are to be replaced for purposes of documenting the location of service lines, sanitary laterals, and other pertinent existing conditions. Activities and content will include:

- Coordination and scheduling activities for each property including distribution of materials through the USPS, distribution of "door hangers", door-to-door resident interactions, and potentially phone calls to residents and property owners for purposes of scheduling inspections. An information privacy assessment will be necessary in the case of Arcadis obtaining phone contact numbers and contacting residents and property owners by phone. An allowance for this information privacy assessment has been included in this proposal. This may be an area where the City can assist if calls are necessary.
- Field investigations
 - Many properties are served by water services and sewer laterals that exist within the same trench; additional time and budget has been included under this task to gain access to the interior of homes and businesses to help determine which properties have this type of arrangement and how best to separate the utility service pipes as part of this project; Right-of-Entry forms may be necessary to facilitate this work.
 - Arcadis will utilize mobile applications based upon prior inventory efforts and previously established dashboards for collecting and summarizing field investigation results. Arcadis will work with the City to integrate data collection into the City's existing GIS.
 - The field inspections will also provide an opportunity for Arcadis staff to gather information about each service line including size, material, location, etc.

Task 2 Deliverables:

- Recorded data and digital photographs collected by Arcadis field staff delivered in a digital format for the City's records and adherence to State of Indiana requirements for public coordination associated with service line replacements.

Assumptions:

- All coordination, scheduling, and investigation work is completed by Arcadis. Arcadis sees an opportunity to reduce overall efforts and cost with involvement of City of Goshen staff in any coordination, scheduling, and investigation work the City deems appropriate.

Task 3: Service Line & Water Main Replacement Design

Under this task, Arcadis will prepare detailed design documents consisting of Construction Contract Specifications and Drawings to support replacement of up to 458 service lines at locations to be identified by the City and replacement of up to 3,000 LF of water main at known locations by the City. Activities and content will include:

- Topographical and utility location survey by proposed subconsultant Abonmarche. Arcadis is solely responsible for proper scope determination with its proposed subconsultant, Abonmarche.
- Existing utility coordination
 - It is our understanding that coordination with existing utilities has been challenging for the City on recent projects; as such, we have allocated a bolstered amount to assist the City in this process.
- Site visit to become more familiar with the project area and again near 90% design
- Public coordination including two "Town Hall" style meetings.
 - There is a significant elderly and Latino population within the project areas; appropriate time and budget has been included to assist the City in coordinating with these target audiences.
 - One in-person Town Hall meeting will occur prior to any field investigations and provide an overview of the project and potential impacts to the community and homeowners.
 - The second in-person Town Hall meeting will occur closer to final design and before construction.
- Development of 30% preliminary design documents.
 - The Project Manual will be prepared in accordance with the 50-division format of Construction Specification Institute. The City's specified front-end documents will be utilized.
 - The construction contract will include required SRF language and meet all applicable funding requirements.
 - Details showing requirements for a typical *full* replacement from the watermain (through the curb stop valve) to the meter inside the residences and *partial* replacement from the curb stop valve to the meter inside the residences will be prepared.
 - The service line locations, provided in an appendix, including aerial photos, parcel boundary, street names, address, and physical location of the service lateral (if known).
 - An engineer's opinion of probable construction cost.
 - A construction schedule establishing advertisement dates, bid opening, notice-to-proceed, and critical milestone dates throughout the construction will be prepared.
- In-person workshop to review 30% preliminary design questions and documents
- Incorporating discussion and comments to develop 90% design documents
- In-person workshops to review 90% design questions and documents

Jamey Bontrager-Singer
City of Goshen, IN
August 23, 2024

- Incorporating discussion and comments to develop 100% design / bid documents
- Permit assistance including construction permit application development
- Support for coordination with IFA related to SRF-specific requirements, including virtual meetings as needed for pre-closing and closing the SRF package.

It is anticipated that bidding will be completed in early 2025 with construction in spring/summer 2025.

Task 3 Deliverables:

- 30% design documents in PDF format
- 90% design documents in PDF format
- 100% design / bid documents in PDF format
- Construction permit application utilizing 90% design documents
- GIS-generated exhibits for all SLR sites
- Design review workshop meeting slides, meeting notes, and action items
- Town Hall meeting slides and action items

Assumptions:

- All meetings will be held virtually via Microsoft Teams, unless otherwise noted
- The predictive modeling information will be available by October 11, 2024.
- Division 00 of the Construction Contract Specifications will be provided by the City of Goshen. The remaining Divisions will utilize Standard Engineers Joint Contract Documents Committee (EJCDC) and Arcadis documents to develop the Construction Contract Specifications.
- One round of revisions and responses based on comments from IFA and IDEM has been included.
- Construction Administration / Resident Project Representative services are not included here and will be scoped in the future.
- One construction contract will be used for both the specified *full and partial* service line replacements.
- Arcadis is responsible for securing all permits necessary for the work on behalf of the City, including IDEM Drinking Water General Construction Permit, IDEM Sanitary Sewer Construction Permit, IDEM Construction Stormwater General Permit (CSGP), IDEM 401 Water Quality Certification Program Permit, IDNR Division of Water Construction in the Floodway Permit, United States Army Corps of Engineers Section 404 Permit, and Elkhart County Drainage Board Permit.
- The City's review will be completed within two weeks from the design submission. The workshops will be scheduled one week after submittal. Design will progress as the City is reviewing. Review comments are to be captured utilizing Bluebeam Revu Studio Sessions to encourage and foster a collaborative process.
- No 60% deliverable will be delivered to facilitate the project timeline.
- Aerial photography for the project areas will be provided by the City.
- The City will provide translators as appropriate for all public meetings.
- 100% design / bid documents include erosion control plan and details, landscaping plan, pavement markings, street signage plan, and a lighting plan.

Jamey Bontrager-Singer
City of Goshen, IN
August 23, 2024

Task 4: Sanitary Sewer, Stormwater, and Roadway Improvements Design

Under this task, Arcadis will prepare detailed design documents consisting of Construction Contract Specifications and Drawings to support approximately 2,530 LF of sanitary sewer, 3,640 LF of stormwater, and 6,100 LF of roadway improvements to address additional deficiencies in infrastructure in the project area neighborhoods. The overall project area has been clearly defined. The piping and road sketches included with the proposal also define the extents of the work anticipated for design. One part of the road and sidewalk scope that is not specifically defined is when a service line is replaced in the neighborhoods where wholesale road replacement is not taking place. It is assumed that much of this work will be sufficiently defined with typical details. Although the PER listed specific piping lengths and road/sidewalk lengths, those lengths were solely for the purpose of developing a cost opinion. They are for reference only and should not be considered a constraint on the scope of this project.

Activities and content will include:

- Topographical and utility location survey by proposed subconsultant Abonmarche
- Geotechnical services including up to eight (8) soil borings and a geotechnical report summarizing existing conditions and engineering recommendations, including soil corrosivity analysis. Arcadis is solely responsible for proper scope determination with its proposed subconsultant.
- Existing utility coordination
 - It is our understanding that coordination with existing utilities has been challenging for the City on recent projects; as such, we have allocated a bolstered amount to assist the City in this process.
- Site visit to become more familiar with the project area and again near 90% design
- Public coordination
- Details and cross-sections covering all sanitary, storm, and roadway work
- Development of 30% preliminary design documents
 - The Project Manual will be prepared in accordance with the 50-division format of Construction Specification Institute. The City's own front-end documents will be provided by the City and utilized.
 - An engineer's opinion of probable construction cost will be prepared.
 - A construction schedule establishing advertisement dates, bid opening, notice-to-proceed, and critical milestone dates throughout the construction will be prepared.
- In-person workshop to review 30% preliminary design questions and documents
- Incorporating discussion and comments to develop 90% design documents
- In-person workshop to review 90% design questions and documents
- Incorporating discussion and comments to develop 100% design / bid documents
- Permit assistance including construction permit application development

It is anticipated that bidding will be completed in early 2025 with construction in spring/summer 2025. Arcadis understands that this portion of the project will not be funded by SRF, but by the City.

Task 4 Deliverables:

- 30% preliminary design documents in PDF format
- 90% design documents in PDF format
- 100% design / bid documents in PDF format
- Construction permit application utilizing 90% design documents
- Design review workshop meeting slides and action items

Assumptions:

- All meetings will be held virtually via Microsoft Teams, unless otherwise noted.
- Division 00 of the Construction Contract Specifications will be provided by the City of Goshen. The remaining Divisions will utilize Standard Engineers Joint Contract Documents Committee (EJCDC) and Arcadis documents to develop the Construction Contract Specifications.
- One round of revisions and responses based on comments from IDEM has been included here.
- A construction permit only is required. Any other permits will be by the City.
- Construction Administration / Resident Project Representative services are not included here and will be scoped in the future.
- No 60% deliverable will be delivered to facilitate the project timeline.
- Sanitary sewer improvements include full sanitary sewer segment replacement only in areas where storm sewer replacement is currently planned. Sanitary sewers will be rehabilitated for sewer segments outside the influence of the storm improvement work areas.
- According to estimates made by the City, the scope of full roadway reconstruction is currently assumed to be 4,540 LF in length. The remainder of the 6,100 LF listed above is based upon estimates made during preparation of the preliminary engineering report. The final scope of full roadway reconstruction will be determined during the design process. Adjustments to the vertical elevation of roadways will be necessary during construction, since curbs and gutters are not currently present.
- The City's review will be completed within two weeks from the design submission. The workshops will be scheduled one week after submittal. Design will progress as the City is reviewing. Review comments are to be captured utilizing Bluebeam Revu Studio Sessions to foster a collaborative review process.
- 100% design / bid documents include erosion control plan and details, landscaping plan, pavement markings, street signage plan, and a lighting plan.

Task 5: Bidding Assistance

Arcadis will provide bid phase services as follows:

- Pre-Bid Meeting. Arcadis will assist the City in developing an agenda for the Pre-Bid Meeting, attend and participate in the Pre-Bid Meeting, and prepare meeting minutes for the Pre-Bid Meeting.
- Questions. All questions regarding the design project bid package prior to the bid date will be directed to Arcadis. Any questions received by the City will be directed to Arcadis.
- Addenda. Arcadis will prepare addenda during the design project bid phase.
- Bid Evaluation and Report. Arcadis will assist the City in reviewing bids and prepare the bid tabulation. Arcadis will provide a written recommendation to the City, accompanied by the certified bid tabulation.
- The City's review will be completed within two weeks from the design submission. The workshops will be scheduled one week after submittal. Design will progress as the City is reviewing.

Task 5 Deliverables:

- Pre-Bid meeting agenda and minutes
- Addendum, as required
- Bid recommendation including bid tabulation

Jamey Bontrager-Singer
 City of Goshen, IN
 August 23, 2024

Assumptions:

- The City will advertise the project, distribute the bidding documents, and maintain a plan holder's list.
- The City will distribute any addendum to the plan holders.

BUDGET

Arcadis proposes to perform this scope on a time and materials basis for a not-to-exceed budget as follows.

#	Task Name	Budget
1	Project Management	\$23,300
2	Service Line Replacement Field Investigations	\$181,000
a.	Allowance for Information Privacy Assessment	\$5,000
3	Service Line & Water Main Replacement Design	\$181,200
4	Sanitary, Stormwater, and Roadway Improvements Design	\$172,600
a.	Allowance for Geotechnical Engineering Services	\$10,000
5	Bidding Assistance	\$16,900
	TOTAL	\$590,000

Client shall pay based on the standard Arcadis hourly rate table shown below.

Title	Hourly Rate
Director	\$325
Principal Engineer/Architect/Consultant 2	\$300
Principal Engineer/Architect/Consultant 1	\$265
Senior Engineer/Architect/Consultant	\$205
Project Engineer/Architect/Consultant	\$190
Staff Engineer/Architect/Consultant	\$180
Engineer/Architect/Consultant 2	\$165
Engineer/Architect/Consultant 1	\$145
Technician/Designer/Project Assistant 4	\$180
Technician/Designer/Project Assistant 3	\$150
Technician/Designer/Project Assistant 2	\$135
Technician/Designer/Project Assistant 1	\$125
CADD Technician/Designer	\$75

SCHEDULE

Arcadis understands that the City hopes to close their SRF loan in Quarter 3 (January 1, 2025 – March 30, 2025) and has presented the following draft timeline to IFA.

ACTION ITEM	SRF DEADLINE	ANTICIPATED COMPLETION DATE
Open Bids	4 weeks prior to closing	February 24, 2025
Due Diligence to SRF	4 weeks prior to closing	February 24, 2025
Completed SBOA Audit	4 weeks prior to closing	February 24, 2025
Permits Secured	3 weeks prior to closing	January 24, 2025
Land Secured	3 weeks prior to closing	N/A
Anticipated Closing	-	March 26, 2025

Jamey Bontrager-Singer
City of Goshen, IN
August 23, 2024

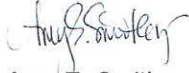
To achieve these targets, Arcadis proposes the following schedule for our scope tasks. Achievement of this schedule is dependent on Goshen's availability for meetings and the timeliness of providing the locations for service line replacements.

- Notice-To-Proceed – (mid) August 2024
- Kick-Off Meeting – August 2024
- Survey & 30% Preliminary Design: (end) September 2024
- 30% Design Review Meeting: (early) October 2024
- Goshen Review: (mid) October 2024
- 90% Design: (end) October 2024
- 90% Design Review Meeting: (early) November 2024
- Goshen Review: (mid) November 2024
- Permit Review & Approval: (end) November 2024
- 100% Design: January 10, 2025
- Issued for Bid: January 27, 2025
- Bidding: 1 Month – February 2025
- Bid Opening: February 24, 2025
- Bid Decision: March 5, 2025

Jamey Bontrager-Singer
City of Goshen, IN
August 23, 2024

We look forward to supporting the City's effort to make continuing improvements to its infrastructure and overall community, and to progress towards compliance with the LCRR regulations.

Sincerely,
Arcadis U.S., Inc.


Amy E. Smitley, PE
Vice President


Joseph Bartos, PE
Project Manager

Email: Amy.Smitley@arcadis.com
Mobile: 317-273-9144

Email: Joseph.Bartos@arcadis.com
Mobile: 716-622-0989

CC. Dustin Sailor, Goshen

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.



CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

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

donshuler@goshencity.com • www.goshenindiana.org
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

August 23, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 215 Crescent Street, Goshen, Indiana

An unsafe building review hearing is scheduled for the property located at 215 Crescent Street, Goshen, Indiana. Attached is the Order of the City of Goshen Building Commissioner and the Certificate of Service establishing service of the Order and scheduled hearing.

The Board of Works needs to conduct the hearing by receiving evidence and arguments from the Building Department, the property owner, and any other individual who wishes to speak to the property. After receiving the evidence, the Board must determine if it will affirm, rescind, or modify the Order of the Building Commissioner, both as to the finding of code violations that make the building unsafe, and as to the required action to take.

If the Board finds the evidence supports the Order of the Building Commissioner and wishes to affirm, it should move to adopt the findings in the Building Commissioner's Order as its findings at the condition of the building at the real estate and the appropriateness of demolition, and, based on those findings, affirm the Order for demolition.

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

August 1, 2024

Via Regular & Certified Mail, Return Receipt Requested

To: Cecil J. Bontreger
61818 County Road 33
Goshen, Indiana 46526

Section 1.

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code numbers 20-11-09-277-017.000-015; commonly known as 215 Crescent Street, Goshen, Indiana, and more particularly described as follows:

A part of Lot No. Twelve (12) in Chamberlain's Second Addition to the City of Goshen which lies westerly of a line running midway between the dwelling houses on the land on March 25, 1920, which dividing line runs lengthwise with the lot equiangular with both sides of the lots, said dividing line at Crescent Street being about 44 feet from the Northwest corner of said lot. Excepting five (5) feet off and from the part of the Northwesterly side of Lot 12 in Chamberlain's Second Addition to the City of Goshen, more particularly described as follows: Beginning at the Northwesterly corner of Lot 12; thence running Easterly at right angle to said Lot line 5 feet; thence Northeasterly parallel to said Lot line to the North line of Lot 12; thence Northwesterly along the North line of Lot 12 to the place of beginning.

Section 2.

The violation is the existence of a vacant residential structure that has been vacant with no water usage for approximately twenty (20) years, which recently sustained a fire, causing significant damage. The residential structure has no roof due to the fire. There are burnt, charred members throughout the structure that are beyond repair. All fire-resistant qualities are gone. The damage sustained by the fire renders the building in danger of collapse. The condition of the vacant residential structure at the real estate is in violation of Goshen City Code §§ 6.3.1.1(q), (r), (v),

(w), and (x). The overall state of the structure as a result of its extended vacancy and recent fire has resulted in the vacant structure becoming unfit for human habitation, occupancy, or use under the City of Goshen's Neighborhood Preservation Ordinance.

Therefore, the residential structure located at the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(2), (4), (5), and (6). The loss of all fire-resistant qualities renders the structure a fire hazard. The deteriorated and otherwise fire damaged condition of the building, including the lack of roof and loss of structural members, renders it a public nuisance and dangerous to persons due to violations of the Neighborhood Preservation Ordinance; and the structure is vacant or blighted and not maintained in a manner that would permit human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

Based on these findings concerning the condition of the vacant residential structure, the significant damage caused by a recent fire, the loss of roof that will continue to lead to deterioration, demolition of the vacant residential structure is warranted.

Section 3.

You are hereby **ORDERED** to demolish the unsafe building identified in Section 2 of this Order at the property identified in Section 1 of this Order and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work to be completed within forty-five (45) days.

Section 4.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required demolition and bill you for the costs of such work, including, the actual costs of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

Section 5.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Thursday, August 29, 2024 at 4:00 p.m. (local time)**, or soon thereafter, for the

purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses, and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will have the right to affirm, rescind, or modify this Order.

Section 6.

You are hereby notified that as a result of this Order being issued you may not transfer or agree to transfer any property interest in the parcel described in Section 1 of this Order, unless you have complied with all requirements of Indiana Code § 36-7-9-27, which are as follows:

1. You must supply full information regarding this Order to the person or persons taking or agreeing to take any interest in the parcel described in Section 1 of this Order.
2. You must supply in writing to the City of Goshen Building Department, within five (5) days of any actions to transfer the interest, the following:
 - a. The full name, address, and telephone number of the person or persons taking interest in the property described in Section 1 of this Order; and
 - b. A copy of the legal instrument under which the transfer of the interest is accomplished.

Section 7.

You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

Section 8.

This Order is issued by the City of Goshen Building Commissioner, Myron Grise, in accordance with the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation

Ordinance. The address of the Building Commissioner is 204 E. Jefferson Street, Suite 5, Goshen, Indiana 46528, and the telephone number is 574-534-1811.

This Order of the City of Goshen Building Commissioner is issued on August 1, 2024.

City of Goshen Building Department



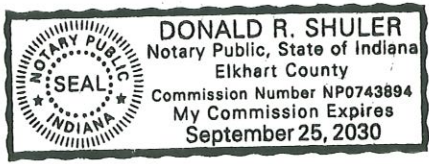
Myron Grise, Building Commissioner

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said county and State, this August 1, 2024, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.



Notary Public



Certificate of Service

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 215 Crescent Street, Goshen, Indiana was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on August 1, 2024:

Cecil J. Bontreger
61818 County Road 33
Goshen, Indiana 46526



Donald R. Shuler, #26587-71
Assistant City Attorney
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

I affirm under the penalties for perjury that I have taken reasonable care to redact each social security number in this document, unless required by law (Donald R. Shuler).

This document prepared by Donald R. Shuler, Assistant City Attorney, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, IN 46526; Ph: 574.537.3855.