



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., September 26, 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: September 5, 2024

Approval of Agenda

1) Open Sealed Bids: Construction Manager as Constructor for Shanklin Pool

2) Mayor's Office: Swearing in **Michael Wanbaugh** as Director of Administrative Affairs

3) Police Department request: Approve the hiring of **Nicholas R. Hess** as a probationary patrol officer, with the terms listed in the Conditional Offer of Employment Agreement, retroactive to Sept. 16, 2024

4) Fire Department request: Approve the promotion of **Noah P. Youngman** to the rank of Private First Class, retroactive to Sept. 25, 2024

5) Fire Department request: Approve the promotion of **Dakoda "Kody" L. Miller** to the rank of Private First Class, retroactive to Sept. 25, 2024

6) Fire Department request: Approve the promotion of **John Z. Bacigal** to the rank of Private First Class, retroactive to Sept. 25, 2024

7) Fire Department request: Approve the promotion of **Colin D. Loe** to the rank of Private First Class, retroactive to Sept. 25, 2024

8) Dennis & Susan Mark Landis request: Allow an existing gravel driveway to remain and be extended to serve homes on both Lots 1 and 2 of the proposed Double Oak Subdivision

9) Artisan Investment Group request: Approve two-vehicle gravel parking area for its property at 205 Middlebury Street

10) Trees For Goshen (TFG) request: Approve the use of about 60 feet of alleyway immediately west of the Electric Brew, 118 E. Washington St., on Oct. 4, 2024, from 3-8 p.m. to stage and give away trees during First Friday



11) Downtown Goshen Inc. request: Approve the closure of various streets for the Nov. 1, 2024 Light Parade as an addendum to the original request

12) Goshen Christian Church: Approve sewer relief in the amount of \$1,476.54

13) Legal Department request: Approve and authorize Mayor Leichthy to execute an Agreement Amendment with Cathy's Cleaning Service to extend cleaning services to include the Goshen Police Department Training Center at an estimated yearly cost of \$5,460

14) Legal Department request: Award the bid for the purchase and installation of a diesel generator for the Hilltop Booster Station to L&M Electric, Inc. and approve and authorize Mayor Leichthy to execute the purchase agreement with L& M Electric, Inc.

15) Legal Department request: Approve the AmeriCorps at MACOG Service Site Organization Agreement providing four AmeriCorps Member Service Years for the 2024-2025 Service Year for \$60,000 and authorize Mayor Leichthy to execute the agreement

16) Legal Department request: Approve and authorize the authorize Mayor Leichthy to execute the agreement with Thomas Tree Care, LLC as the Goshen City Forestry Liaison at a cost not to exceed \$40,140 from the remainder of 2024 through the end 2026 for these services

17) Legal Department request: Approve and authorize Mayor Leichthy to execute the agreement with Goshen Fiber Network for IT services necessary to connect Goshen Police Training Center to the City network at a cost of \$6,660 for the three-year term

18) Planning & Zoning request: Approval and authorization for the Mayor to sign the CBDO and CBDG agreements for Planning, Public Service, and Housing Activities for Program Year 2024

19) Engineering Department request: Approve/authorize Change Order No. 5 for the 10th Street and Douglas Street Reconstruction project for \$4,117, bringing the total contract to \$4,332,663.08, an increase of 1.97% and extend project completion to Oct. 4, 2024

20) Engineering Department request: Accept 150 linear feet of 6 inch HDPE sewer pipe and one manhole, with an estimated value of \$12,000, from the owners of 422 & 424 Johnston Street as a wastewater utility asset

21) Engineering Department request: Approve the relocation of the No Outlet sign on North 7th Street to a position closer to Hilltop Street



22) Engineering Department request: Approve the removal of the 30 MPH speed limit signs on East College Avenue, between Century Drive and eastern City limits, and temporarily return the speed limit to 45 MPH until future speed studies are completed

23) Engineering Department request: Deny the request to install a speed limit sign on Oak Lane

24) Clerk-Treasurer's Office request: Approve/authorize the Clerk-Treasurer to sign the agreement with Peterson Consulting Services Inc. to assist the City with its financial reporting related to its capital assets for \$5,850, plus reimbursable expenses not to exceed \$250

25) Clerk-Treasurer's Office request: Authorize the Clerk-Treasurer to execute the banking services agreement renewal with 1st Source Bank from Oct. 1, 2024 to Sept. 30, 2026

Privilege of the Floor

CITY OF GOSHEN STORMWATER BOARD

Members: Mayor Leichthy, Mike Landis and Mary Nichols

26) Accept the revised post-construction stormwater management plan for Lassus Fuel and Convenience Store as it has been found to meet the requirements of City Ordinance 4329

CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:

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

27) Review of the Order of the City of Goshen Building Commissioner for 315 West Oakridge Avenue (Heirs and beneficiaries of Jerry and Georgie Perdue, property owners)

ADDITIONAL BOARD OF WORKS AGENDA ITEM:

28) October meetings and briefing to the Board of Public Works, Safety & Stormwater on Claims Approvals between Oct.4 and Oct. 25, 2024

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE SEPTEMBER 5, 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. 29, 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 presented the agenda as prepared by the Clerk-Treasurer. **Board member Swartley moved to approve the agenda as amended. Board member Landis seconded the motion. The motion passed 5-0.**

1) Public announcement by the Mayor: The date of Halloween 2024 in Goshen

Mayor Leichty announced that **Halloween 2024 would be observed in the City of Goshen on Thursday, Oct. 31** from 5:30 to 8 p.m. Mayor Leichty said trick or treating on Main Street downtown, which is sponsored by Goshen Chamber of Commerce. will take place the same day from 2 to 5 p.m. She said some City offices will participate, including City Hall, the Police Department and the Utilities Office.

2) Bill's Heating (original) 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 (tabled on Aug. 29)

Mayor Leichty called for consideration of the request at 4:02 p.m.

BACKGROUND:

This request came before the Board of Works on Aug. 29, 2024.

On behalf of property owner SKR Investments, Abonmarche forwarded requests for a new **Bill's Heating** facility at the corner of Dierdorff Road and Kercher Road. The existing building was to be expanded, and a new free-standing pole barn was to be constructed on the northeast side of the property. Abonmarche asked the Board to allow for the new pole barn to use sanitary and water services from the main building and to waive the Design Standards and Specifications for Parking and Driveway Surfaces and allow a gravel surface for trucks to utilize when maneuvering into the new loading dock on the east side of the main building addition.

City Director of Public Works & Utilities Dustin Sailor provided the Board with a detailed memo on the issues involved for both requests. Essentially, the Engineering Department supported the petitioner's request to connect the second building on the site (a subordinate structure) to the primary structure's water and sewer connections in accordance with Ordinances 4333, Section 3.03(M) and Ordinance 4290, Section 1(F). With regard to the request for the gravel surface, Sailor concluded that the Board could only approve the request if it determined that "requiring a parking area of a durable, hard surface for all or some of the parking areas would be unrealistic, excessive and inconsistent with the aesthetic appeal of the development."



At the Aug. 29 Board meeting, **Crystal Welch, a Senior Urban Planner for Abonmarche**, asked the Board to allow for the new pole barn to use sanitary and water services from the main building and to waive the Design Standards and Specifications for Parking and Driveway Surfaces to allow a gravel surface.

City Project Manager Andrew Lund summarized **Sailor's** memorandum, concluding that the Engineering Department would not recommend approval of the gravel parking area, primarily because of the size of the building's expansion and because the area will be used for maneuvering trucks and not just storage. In response to a question from the **Mayor**, **Lund** said City staff would recommend that the entire area be upgraded to a hard surface.

City Assistant Planning & Zoning Administrator Rossa Deegan told the Board that earlier in the week the City Board of Zoning Appeals also considered this matter. He said the Board approved a reduced setback for the new area on the east property line of three feet with access from and to Kercher Road and an area that used to be for storage. He added his department didn't have an opinion about the appropriate driveway surface type.

Welch said the driveway surface requirement wasn't raised during an early pre-development meeting with City staff. She said a gravel driveway was requested because there will be only about two large trucks per month using the new area of the building, which will mostly be used for storage and access by smaller delivery trucks.

Mayor Leichty asked about the urgency of a Board decision, adding that perhaps a resolution could be reached by the applicant in further conversation with City staff. **Welch** responded that there was a desire to move forward soon.

After further discussion with the Mayor, the applicant and City staff, it was decided that it would be best to table to matter until next week's Board meeting.

On Sept. 5, **City Director of Public Works & Utilities Sailor** indicated in an email to the applicant and City staff that the draft plan submitted by Abonmarche on Sept. 4 for Bill's Heating "has been reviewed for hard surface and turning movements. The plan appears sufficient to address the Board of Works Hard Surface Policy."

In its Sept. 4 email to City Engineering and Planning and Zoning, **Bradley E. Mosness, Vice President of Abonmarche**, sent "a revised Site Development Plan for Bill's Heating that proposed new pavement to be installed on the east side of the building addition in the truck maneuvering area of the loading dock." He wrote, "The existing fence and stone area directly south of the building addition is proposed to remain. After considering the feedback received at last week's meeting, they decided to add a stone area adjacent to the new Pole Barn for storage. A dumpster location is also proposed on the far east side as a result of the discussion at (the) Board of Works."

Mosness asked **Sailor** if would review the revised site plan and offer any comments or feedback before the meeting. He further wrote, "If these changes are acceptable, we will proceed to update the drainage calculations and include with our site plan resubmittal."

DISCUSSION AND OUTCOME OF CONSIDERATION OF BILL'S HEATING REQUEST ON SEPT. 5, 2024:

Mayor Leichty invited comments from **Crystal Welch, a Senior Urban Planner for Abonmarche**.

Welch said the applicant was still seeking permission to allow for a subordinate utility connection for the new proposed pole barn from the main line coming through the through the primary building. However, the applicant was no longer seeking permission to allow a gravel driveway. Instead, **Welch** said Abonmarche worked with the Engineering and Planning departments and revised the site plan (**EXHIBIT #1**) and no longer was requesting a gravel driveway and would comply with the City requirement for a hard surface.

There was no response from City of Goshen staff.

Board member Landis said in the past when the Board has approved subordinate utility connections it has done so with the understanding that if a subordinate building was ever separated from the main building the City would require the owner to seek a separate connection. **City Director of Public Works & Utilities Sailor** responded that that would be good to require in this case.



Swartley/Landis then made a motion to allow Bill's Heating to connect a second building (a subordinate structure) to the primary structure's water and sewer connections with the added provision that if the two buildings are ever separated in a sale that new sanitary and water services will be taken to the pole barn. The motion passed 5-0.

3) Janus Motorcycles request: Approval to close the parking lot north of its building for its annual owners rally, from 5 p.m., Friday, Sept. 13 through Sunday, Sept. 15 at noon

Jamie Morrow, Assistant General Manager of Janus Motorcycles of Goshen, asked the Board to close the parking lot north of its building for Janus' annual owners rally. Janus requested the same closure as last year, starting at 5 p.m. on Friday, Sept. 13 through Sunday, Sept. 15, at noon. The parking lot would be closed to the general public and used for Janus' attendees; motorcycles only. All businesses that use this parking lot have been notified. In its written request, **Janus staff** indicated that on the night of Sept. 14, there will be a free community party open to the public where people will be able to walk around in the parking lot to see all of the Janus Motorcycles in one spot. **Janus staff** conceded that that the City Utility Office's section of the parking lot (4 marked spaces along with disabled person's parking spots) will need to stay open to be helpful for residents until the close of business (5 p.m.). Afterward, Janus has requested that the full parking lot to be barricaded off until Sunday Sept. 15. The parking lot would be gated off, but the alley would not be blocked in any way. Janus requested the use of 12 cones with 12 "no parking" signs delivered on or before Sept. 13. Janus also requested the use of 10 City of Goshen barricades delivered on or before Sept. 12.

In response to a question from **Mayor Leichty**, **Morrow** confirmed that she forwarded her requests to the City Street Department.

Swartley/Landis moved to approve the closure of the parking north of its building for its annual owners rally, from 5 p.m. on Sept. 13 until noon on Sunday, Sept. 15, 2024. Motion passed 5-0.

4) Goshen First Church request: Approve a new lighted freestanding sign with new brick pillars and electronic message center replacing the monument sign now located in right of way at 214 South 5th Street

Stacey Holdeman, Officer Manager of Premiere Signs, told the Board that Goshen First Church, located at 214 S. 5th St., was seeking approval for a new lighted freestanding sign with new brick pillars and electronic message center in place of the existing monument sign that is currently located in right of way.

Holdeman said the City Board of Zoning Appeals has approved the new sign size, height and the electronic message center. She asked the Board for approval to install the new sign in the same location as the old sign.

Holdeman said the old monument sign is located in right of way and will be removed. The new sign would be the same 3 feet from back edge of the sidewalk and 10 feet from the street curb.

The new sign will be 8 feet, 8 inches in height and will replace the existing sign that is about 6 feet in height. The new sign will have two new brick pillars with a 20 inches x 75 inches double-side lighted sign cabinet and a 29 inches x 75 inches double-sided electronic message center with a commitment of display colors only being black and white. The new sign with new pillars will be 115.25 inches wide from front edge of front pillar to back edge of back pillar.

City Assistant Planning & Zoning Administrator Rossa Deegan said the City Board of Zoning Appeals approved the electronic message center that was added to the sign as well as the increase in height and size. He said the original sign was approved by the Board of Works several decades ago. Deegan said it was decided to refer this matter to the Board of Public Works because the width of the sign is getting bigger as well as the height and there was an uncertain right of way issue.

Board member Swartley pointed out this would be the church's second sign.

City Director of Public Works & Utilities Dustin Sailor said his department wanted to make sure there was a right of way permit. He said the City also wanted to know how electricity would be added to the new sign.



Board member Swartley said she knew that there was some neighborhood opposition to an electronic sign.

Board member Landis expressed misgivings about the request because it is a request for a variance from ordinances that set maximum dimensions for signs. He said, “Why do we even have ordinances that control everything if we're just going to give them all away when somebody asks nicely or we like the organization that's requesting it.” He also noted that that the church already has two signs on its property.

Holdemen said the church previously proposed a new signs of similar size to the existing sign, but after community pushback proposed a narrower sign. In response to a question from the **Mayor**, **Holdeman** said the sign dimensions and design were changed due to neighborhood feedback.

Mayor Leichty invited comments from the audience. **There were none.**

Board member Landis said the Board’s sole responsibility was to determine if the new sign could be located in the right of way. He noted that there already is a sign in the right of way. He said he wouldn’t oppose the request.

Board member Swartley said she would have liked a church representative to attend the meeting to answer questions. She also said she was bothered that a new signs was being proposed after a previous design had neighborhood opposition.

Mayor Leichty explained the rationale of church members who supported the new sign. She said church representatives explained their reason for the request to her and City staff.

Vanessa Padilla, a reporter for the Goshen News, asked to confirm that the sign on the corner of 5th Street and Jefferson Street would remain and that the new sign would replace the existing sign with the brick base. **Holdeman** confirmed that was the case.

Swartley/Landis made a motion to approve placement of a new lighted, freestanding sign with new brick pillars and electronic message center in place of the existing monument sign currently located in the right of way at 214 South 5th Street along with a right of way permit being issued and showing the City where the electricity will be run. The motion passed 5-0.

5) Community-Pro Education request: Approve street closures and barricades for the Hispanic Heritage Month celebration, from 11 a.m. to 10 p.m., on Saturday, Sept. 14, 2024 at Powerhouse Park

Gilberto Pérez of Goshen told the Board that Community-Pro Education was pleased to announce that the 4th annual Hispanic Heritage Month Celebration in Goshen will be held on Saturday, Sept. 14 at Powerhouse Park from 11 a.m. to 10 p.m. Instead of holding the festival on Main Street, he said festival organizers collaborated with the City Police Department, Fire Department, and Street Department to arrive at this new location and the street closures.

Pérez said last year's event brought over 10,000+ individuals and families to downtown Goshen for the Hispanic Heritage Festival and this year 12,000+ people are expected to attend this celebration.

Pérez requested the closure of the following streets:

- West Jefferson / River Race Drive
- Alley / River Race Drive
- Alley / 3rd Street
- West Madison / 3rd Street
- Monroe / 3rd Street
- Monroe / River Race Drive

With its written request, **Community Pro Education** attached maps and street barrier listings (**EXHIBIT #2**).

In its request, **Community Pro Education** also wrote that every year from Sept.15 to Oct.15, Americans celebrate National Hispanic Heritage Month by appreciating the community’s history, heritage, and contributions of the ancestors of American citizens who came from Mexico, Spain, the Caribbean, and South and Central America. September 15 is set as the starting date for the month as it is the independence anniversary for El Salvador, Guatemala, Costa Rica, Nicaragua, and Honduras.



Community Pro Education also indicated that the Hispanic Heritage Festival is an opportunity to celebrate Hispanic American's contributions to the United States and having the festival in Goshen is a wonderful venue to celebrate Hispanic Heritage Month.

Mayor Leichty said she liked the revised layout for the festival, especially the stage. **Pérez** responded that the change was suggested by the Mayor and City staff, so that noise from the stage would be directed south instead of at the Hawks Building. At **Board member Landis'** request, **Pérez** clarified the map orientation.

Board member Swartley asked the purposes of the horses. **Pérez** said horse riders, which are called Charros in Spanish, will present various skills and techniques with their horses. He said the horses also will participate in a promenade in which the riders will deliver flags to people on stage who will then re-enact a "cry for freedom" by Latin American countries from Spain.

Pérez said organizers were happy about their partnership with Emergency Medical Services, the Fire Department and Police Department and the plans to draw a larger number of people in a concentrated space. He added, "You just never know what will happen, and knock on wood that we haven't had any incidents in past years, but this year we feel very confident with the support from Goshen Police Department and the Emergency Medical Services and first responders that if something would occur we would be able to respond in a very quick manner."

Mayor Leichty asked the location of the vendor parking, pointing out that as many as 100 vendors are expected.

Pérez said the plans are for vendors to go on site Friday and park and set up, so there will be minimal traffic from them on Saturday. He asked if the parking lot north of the Hawks Building might be available for vendor parking.

Mayor Leichty asked City staff if that lot or another might be available. **City Director of Public Works & Utilities Dustin Sailor** and **Assistant City Attorney Don Shuler** said the lot north of the Hawks Building and another lot nearby may not be available. Some property is controlled by the City Redevelopment Commission, which would need to approve their use for parking. **Pérez** said he would ask the organizers if they wanted to make a formal request to use the area for parking.

Board member Landis asked how organizers will be handling trash disposal and portable restrooms. **Pérez** said eight portable restrooms will be provided and a large dumpster will be placed at the festival and vendors have been instructed to help dispose of trash. He thanked the City for its assistance.

Swartley/Landis made a motion to approve the request from Community Pro Education for street closures as requested. The motion passed 5-0.

6) Legal Department request: Acceptance of Easement at 111 River Vista Drive

City Attorney Bodie Stegelmann recommended that the Board accept the easement from Marisa L. Yoder, as Trustee of the Marisa L. Yoder Trust.

Stegelmann said this easement, which is part of the real estate at 111 River Vista Drive, is for Goshen City utility purposes, and to accommodate a public sewer main located in the easement since 1964.

Swartley/Landis made a motion to accept the easement at 111 River Vista Drive from Marisa L. Yoder, as Trustee of the Marisa L. Yoder Trust, and authorize the Mayor to execute the acceptance. Motion passed 5-0.

7) Legal Department request: Acceptance of Easement at 115 and 117 River Vista Drive and 1909 and 1911 South Main Street

City Attorney Bodie Stegelmann recommended that the Board accept the easement from JRT Realty, LLC, an Indiana Limited Liability Company, also known as JRT Realty, LLC, and JRT Realty.

Stegelmann said this easement, which is part of the real estate at 115 and 117 River Vista Drive and 1909 and 1911 South Main Street, is for Goshen City utility purposes, and to accommodate a public sewer main located in the easement since 1964.



Swartley/Landis made a motion to accept the easement at 115 and 117 River Vista Drive and 1909 and 1911 South Main Street from JRT Realty, LLC, an Indiana Limited Liability Company, also known as JRT Realty, LLC, and JRT Realty, and authorize the Mayor to execute the Acceptance. The motion passed 5-0.

8) Legal Department request: Approve Resolution 2024-23, Declaring Surplus and Authorizing the Disposal of Personal Property

City Attorney Bodie Stegelmann said the City's Technology Department wished to dispose of personal property that is no longer needed or is unfit for the purpose for which it was intended. The items are worthless or of no value.

Resolution 2024-23 would declare the property as surplus and authorize its disposal in accordance with Indiana Code § 5-22-22-8 by demolishing or junking property that is worthless or of no market value.

The following items were identified for disposal: Logitech K540 Keyboard - 1812SY01QBT9, Dell Keyboard - CN0414543717247H0819, Logitech Keyboard – 820003292, Logitech Keyboard – 820002940, Logitech Keyboard - BT716DG9921, Logitech Mouse PN 3 852362-0000, Logitech Mouse SN HSA64010736, Logitech Mouse SN HCA439337540, Logitech Mouse PN 810-000595, Logitech Mouse PN 852149-0000, Logitech Mouse - LZ002B101G3, Brother HL5340D Printer-U62246A9J142071, Brother HL5140 Printer-U60964H4J521820, HP Printer - SN CNB6G5R1D4, Tower (Custom), Circuit Board - SN 131816401685, Bus Board - PN 0C55439, Lenovo - Docking Board, SN NM2-C862W09/10, Intel8 Centrio Circuit Board, PN 04W3769, Panasonic Fan - E233037, Logitech Adapter PN 810-000595, Logitech Mouse Adapter - PN 830680, Sharp Calculator -0D106409, Casio Calculator – 1245150, Desk, 2-Rolling Carts, and an Office Chair.

Swartley/Landis made a motion to pass Resolution 2024-23, Declaring Surplus and Authorizing the Disposal of Personal Property. The motion passed 5-0.

9) Engineering Department request: Approve the closure of Ferndale Road, between U.S. 33 and County Road 45, from Sept. 9 to Oct. 1, 2024

Andrew Lund told the Board that NIPSCO Gas has requested permission to close Ferndale Road/County Road 15 at the railroad crossing between Elkhart Road/U.S. 33 and CR 45, starting Monday, Sept. 9, until Tuesday, Oct. 1, 2024. He said NIPSCO was requesting this closure in order to complete a gas valve replacement at the intersection. The traffic control and detour plans were attached to the written request.

Swartley/Landis made a motion to approve the closure of Ferndale Road, between US 33 and County Road 45, from Sept. 9 to Oct. 1, 2024. The motion passed 5-0.

10) Engineering Department request: Approve the one-day closure of Indiana Avenue, between Chicago Avenue and River Avenue, on Sept. 11, 2024

Andrew Lund told the Board that Butler, Fairman & Seufert has requested permission to close the Indiana Avenue bridge over the Elkhart River, on Wednesday, Sept. 11, 2024, starting at approximately 8 a.m.

The road will be closed between River Avenue and Chicago Avenue, to allow the company to complete bridge inspections. All appropriate traffic control devices will be utilized.

Swartley/Landis made a motion to approve the one-day closure of Indiana Avenue, between Chicago Avenue and River Avenue, on Sept. 11, 2024. The motion passed 5-0.

11) Clerk-Treasurer's Office request: Approve revised agreements for City employee time and attendance services with Right Stuff Software Corp. and with ADP, through Baker Tilly

Clerk-Treasurer Richard R. Aguirre said the Clerk-Treasurer's Office was requesting the Board's approval for agreements to provide time and attendance software and support for City of Goshen employees.

Aguirre said the plan to move all City employees to computer and app-enabled time-keeping systems provided by **Right Stuff Software Corp.** and by **ADP**, the latter through a service agreement with **Baker Tilly**.



By way of background, **Aguirre** said in February 2021, at then Clerk-Treasurer Adam Scharf's request, the Board of Public Works & Safety approved an agreement with Right Stuff to move the City away from more than two dozen different manual methods of recording and tracking employee time and pay. Until that time, most City employees used paper time sheets and punch cards that required manual data entry into ADP online. So, preparing the City payroll was a massive and complicated task with data that was subject to misinterpretation and sometimes errors. Since then, **Aguirre** said the City has shifted the Fire, Police and Parks and Recreation Departments to Right Stuff. While that saved staff time and improved accuracy, there have been some challenges importing data into ADP and questions about whether this was the best long-term solution for all City employees. An ADP time, attendance and scheduling system could be a better fit for some.

Still, **Aguirre** said the City wanted to maintain its relationship with Right Stuff because its software has been ideal for Fire and Police, whose supervisors also rely on it for scheduling and reports. So, to provide another option, the Clerk-Treasurer negotiated an agreement for Fire, Police and Parks and Recreation to continue using Right Stuff for three years and for three years the rest of the City's employees will use ADP, whose services are supported by Baker Tilly. Attached to this memorandum is the Right Stuff agreement and the Baker Tilly's Engagement Letter.

In summary, Aguirre said that under these agreements, the Clerk-Treasurer's Office would:

- Renew its Right Stuff contract, retroactive to July 1, 2024, for three years under the previous terms and conditions for \$2,575 per month. This agreement includes an upgrade in Police Department software and 40 hours of support per month.
- Renew its agreement with Baker Tilly for ADP Workforce Technology Solutions-HR Plus and upgrade Workforce Now to Workforce Manager Time & Attendance software and support. The costs are detailed on pages 10 and 11 of the agreement.

Aguirre said over the next three years the City will assess both time and attendance systems and may recommend continuing this arrangement or transitioning to a single service provider.

Aguirre said **Deputy Clerk-Treasurer Jeffery Weaver** would provide more information about the Baker Tilly charges that go beyond the time and attendance software and include Human Resources Office support.

Weaver said pages 10 and 11 of the Baker Tilly Engagement Letter had an itemized list of the services that the City will receive and the different segments that the City will pay for Civil City, pensioners and Utilities.

Board members asked about the end time of the ADP agreement, which is three years for the time and attendance software. **Weaver** clarified that the City will be paying Baker Tilly, which will pay ADP for the use of its software. He also said Baker Tilly will provide additional payroll related services to the City, including consulting, the preparation of tax documents and legal assistance.

Board member Landis asked about ongoing issues involving the accurate exporting of Right Stuff data into ADP and when those issues might be resolved by ADP. **Mayor Leichty** responded, "I think it's more on the Right Stuff end because they're the newer software. And so, integrating with the more substantial technology they're still developing. We did have a long conversation with their senior staff (of Right Stuff) and identified the problems, and they committed to continue to have their developers work with us, to customize the software to increase that efficiency. "So that provided me with peace of mind, knowing that they're continuing to work. And they've allocated a number of development hours to work with our staff. So, basically you've got ADP on the base and you've got Right Stuff, which is the scheduling component. And it's specialized for police and fire departments, sitting on top and trying to integrate with the pay the payroll system. So, I shared your concerns as well. And so, I think that's why, for some of the other departments. We're just using the ADP and skipping (Right Stuff). We don't need all the scheduling stuff that is part of their package. We just need the payroll that ADP can offer," **Mayor Leichty** said.



Clerk-Treasurer Aguirre said, “One of the things, by the way, I learned is how intricate our pay systems are in that when I first came to the City, I was told that no two firefighters were paid the same and I thought that must be just kind of an exaggeration, but it really is true, because of the kind of shift work they have.

Aguirre continued, “In fact, when I first came to the City, the system was, firefighters were paid in advance for the overtime. they were expected to work, and then it was reconciled later, which was incredibly complicated. Even now it's very complicated, but it does work out and it all comes out.

Aguirre concluded, “It's enormously complicated, our pay systems, because we have three different unions that have different (contract) provisions, and all of that has to be accounted for in our in our time and attendance system.

Mayor Leichty responded, “So this will be a big step forward for the City to have everybody on digital timekeeping and payroll.”

Swartley/Landis made a motion to authorize the Clerk-Treasurer to execute the agreements with Right Stuff Software Corp. and Baker Tilly and ADP for City employee time and attendance software and support. 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 4:47 p.m. There were no public comments, but there was an added agenda item (below).

12) Engineering Department request: Approve the use of parking spaces around the County Courthouse for sidewalk repairs

City Director of Public Works & Utilities Dustin Sailor said that on behalf of the Elkhart County Commissioners, he wanted to notify the Board that sidewalk repairs would be taking place around the Courthouse and that the contractor will need to use parking spaces on the east, north, and south sides of the building for trucks and trailers.

Sailor said the County anticipates the work to start Sept. 9 and last two weeks, depending on the weather. He added that at this point, the County does not anticipate blocking any one side or more multiple sites.

Mayor Leichty pointed out the work will begin Sept. 9, after First Friday, Sept. 6.

Sailor presented Board members with a letter from Elkhart County Administrator Jeffery Taylor outlining the County's parking space usage request (**EXHIBIT #3**).

Swartley/Landis made a motion to authorize Elkhart County Commissioners to allow a contractor to block parking spaces for the replacement of various sections of the sidewalk around the Courthouse, on County property avoiding right of ways, on the east, north, and south side, beginning Monday, Sept. 9, 2024 for a period of two weeks, weather permitting. The motion passed 5-0.

There were no FURTHER public comments. And the Mayor closed the comment period at 4:50 p.m.

Mayor Leichty recessed the Board of Public Works meeting at 4:50 p.m. and opened public hearings to review three unsafe building orders.

CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:

4:00 p.m., Sept. 5, 2024

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



13) Review of the Order of the City of Goshen Building Commissioner for 111 S. 29th Street (Eduardo Pizana, property owner)

At 4:50 p.m., Mayor Leichty convened a hearing to review the Order of the City of Goshen Building Commissioner for 111 S. 29th Street (Eduardo Pizana, property owner).

BACKGROUND:

In an Aug. 30, 2024 memorandum to the Board, Assistant City Attorney Don Shuler wrote that the Board last held a hearing for this property on May 9, 2024. At the conclusion of that hearing, the Board modified the prior demolition order for the property and issued a new order, requiring the repair of cited code violations within 90 days.

Shuler wrote that the Board's Order set the matter for a review hearing for Aug. 22, 2024. Due to the cancellation of the Board of Works meeting on that date, the hearing was rescheduled to Sept. 5, 2024.

Shuler wrote that the purpose of the Board's hearing was to determine if there had been reasonable attempts to comply with the Board's May 9, 2024 Order. Depending on the Board's findings, it could take any of the following action:

If the Board finds there has been substantial progress made or that repairs have been completed, the Board could do any of the following:

- Issue no new order but continue the hearing until a later date;
- Issue a new order requiring the repairs be completed by a certain date, with a review hearing; or Issue an order rescinding the prior order and finding the building to no longer be an unsafe building.

If the Board finds there has not been substantial progress and there has been a willful failure to comply, the Board may issue a civil penalty up to \$5,000.

- If the Board issues a civil penalty, it may hold the penalty in abeyance and set a date for the owner to complete repairs/make progress to avoid entry of the penalty.

The May 9, 2024 hearing was preceded by hearings on March 28, 2024 and Feb. 8, 2024.

The Feb. 8 hearing was prompted by a Nov. 1, 2023 Order by City of Goshen Building Commissioner Myron Grise. In the order, Grise notified Ronald E. Davidhizar, at that time the owner of 111 South 29th Street., that he was in violation of the City of Goshen Neighborhood Preservation Ordinance, codified in Goshen City Code § 6.3.1. The order was based on an Oct. 16, 2023 City inspection.

Building Commissioner Grise identified the following City Code violations in his Nov. 1, 2023 Order:

1. The residential structure is not secured from intrusion by unauthorized persons, a violation of Section 6.3.1.1(ff). There is no front door installed, missing windows, and large gaps in the foundation. The presence of animal and human feces, decaying animal carcasses, and accumulation of materials inside the structure demonstrate the residential structure's accessibility.

2. The heating and mechanical system at the residential structure have been damaged due to neglect and lack of use, a violation of Section 6.3.1.1(a). The furnace has been tampered with and the existing duct work has rusted out and needs replacement.

3. Due to neglect and deterioration, the residential structure is in a condition where it is danger of collapsing, a violation of Sections 6.3.1.1 (p) and (r). Areas of the roof are in danger of collapse from deterioration and leaks. Areas of the foundation are collapsing and have large gaps, permitting animals and weather to enter.

4. The residential structure has become a fire hazard, a violation of Section 6.3.1.1(x). Due to neglect and dilapidation, in addition to the residential structure's accessibility, the structure has lots most of its fire resistance qualities; the gas lines are busted, the electrical wiring has been cut, and the furnace has been tampered.

5. The plumbing system at the residential structure is inoperable, a violation of Section 6.3.1.1(a). Most plumbing pipes have been cut or completely removed.



- 6. The electrical system at the residential structure is inoperable**, a violation of Section 6.3.1.(a). All the wiring has been cut and removed; the electrical panel is open and all wires have been cut from the panel.
 - 7. The foundation of the residential structure is not weather tight, has not been kept in good repair, and is not firmly supported nor free of open cracks and breaks**, a violation of Section 6.3.1. (b). There are areas of the foundation that have large holes permitting animals and weather to enter, and areas of the foundation wall that have begun to collapse.
 - 8. There are multiple missing windows and broken windows throughout** the residential structure, a violation of Section 6.3.1. (d).
 - 9. The roof has not been kept in good repair**, a violation of Section 6.3.1. (b). The roof has deteriorated and has several leaks. Areas of the soffit have collapsed.
 - 10. The ceiling has not been kept in good repair**, a violation of Section 6.3.1. (b). Ceiling panels throughout the residential structure have collapsed and several areas of the ceiling have holes.
 - 11. The walls inside the house have not been kept in good repair**, a violation of Section 6.3.1.(b). Multiple walls have holes in them.
 - 12. The floors have not been kept in good repair**, a violation of Section 6.3.1. (b). Several floors have holes in them and there are areas of the floor that have begun to collapse.
 - 13. All painted surfaces in the residential structure are not properly coated and weather tight.** a violation of Section 6.3.1.(g). Areas through the interior and exterior have chipped and peeling paint.
- Building Commissioner Grise concluded the property was unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). And because of the listed violations, the property was unsafe, a fire hazard, dangerous to person or property, unfit for human habitation, and threatened the “life, health, property and safety of the public. The property owner was ordered demolish the structure on or before Dec. 1, 2023. The Board of Public Works and Safety needed to conduct a hearing on Feb. 8, 2024 and affirm, rescind, or modify the Building Commissioner’s Order and determine what action to order concerning the property. At the Feb. 8 hearing, the Board learned that the home remained in an unsafe condition and warranted demolition. However, the Board also was notified that the home was sold at auction and would soon close with a new owner, Eduardo Pizana, who planned to repair the property.**

At the conclusion of the Feb. 8 hearing, the Board passed a motion to adopt the violations listed in the City Building Commissioner’s Order for 111 South 29th Street as the Board’s findings, that those violations made the structure an unsafe building, that the general condition of the building warranted demolition, but that the property could be repaired, and that the new owner within 90 days either make substantial progress on the repairs to the unsafe building or demolish the unsafe building and that **new owner return to the Board on March 28, 2024** to give an update on what was happening on the building. The motion passed 5-0.

At the March 28, 2024 hearing, the new property owner reported on the progress made to rehabilitate the property. **Eduardo Pizana** said he had pulled remodeling and plumbing permits and received quotes for electrical and Heating, Ventilation, and Air Conditioning (HVAC) work and hoped to get that started very soon. He said he has also stripped out all of the damaged drywall.

City Building Inspector Travis Eash said **Pizana’s** report was accurate. He said he would be asking Pizana to keep in touch so City Building staff could visit the property.

The Board continued the hearing to May 9, 2024. Afterward, it eventually was continued to Sept. 5, 2024.

DISCUSSION AND OUTCOME OF BOARD OF PUBLIC WORKS & SAFETY HEARING ON SEPT. 5, 2024:

At 4:50 p.m., Mayor Leichty opened the hearing to review the Order of the City of Goshen Building Commissioner for 111 S. 29th Street (Eduardo Pizana, property owner).



Present for the hearing were: Board members Leichty, Landis, Myers, Nichols and Swartley; City Attorney Bodie Stegelmann; Assistant City Attorney Don Shuler, Building Commissioner Myron Grise and City Building Inspector Travis Eash. Eduardo Pizana, the property owner, was not present.

Assistant City Attorney Don Shuler discussed the background of the property and explained that the purpose of today's hearing was to determine if there had been reasonable attempts to comply with the Board's May 9, 2024 Order. He said a City staff member would report on the condition of the home as would the property owner. Afterward, he said he would submit a proposed order for the Board.

Mayor Leichty swore in **City Building Inspector Travis Eash** to give truthful and complete testimony. **City Building Inspector Eash** distributed to the Board a one-page memorandum, dated Sept. 5, 2024, about the condition of 111 S. 29th Street. **(EXHIBIT #4).**

Reading from his memorandum, Eash said:

"The original inspection of the property was conducted while under different ownership. Since the new owner has taken possession, they have pulled all the proper permits and have passed all inspections other than a final inspection. They have been aggressive in getting this property into a habitable condition. There is a final inspection scheduled for tomorrow morning.

"I do not have recent photos of the progress but can provide them at a later date if requested. The anticipation is that if the final inspection fails it will be minor and the property should be ready to rent soon."

Eash concluded, "The Building Department recommends that the Board rescind the repair Order on the condition that it passes final inspection."

Assistant City Attorney Shuler said the Board on May 9 modified its action from a demolition to a repair order. He proposed that the Board acknowledge today's hearing and table the matter until Oct.3, 2024 with the understanding that everything will be completed in the next few weeks and that the Board authorize the Building Commissioner to rescind the unsafe building order if the property passes its final inspection.

At **Board member Swartley's** request, **Shuler** clarified his recommended action for the Board.

Swartley/Landis then made a motion to table the Building Department's recommendation for rescission of the repair order for 111 South 29th Street until the Board's Oct. 3, 2024 meeting but once the property passes its final inspection, the Building Commissioner can rescind the repair order and the matter will not come back to the Board. The motion passed 5-0.

14) Review of the Order of the City of Goshen Building Commissioner for 702 N. 6th Street (Nicolas and Gabriel Camarena, property owners)

At 4:57 p.m., Mayor Leichty convened a hearing to review the Order of the City of Goshen Building Commissioner for 702 N. 6th Street (Nicolas and Gabriel Camarena, property owners)

BACKGROUND:

In an Aug. 30, 2024 memorandum to the Board, Assistant City Attorney Don Shuler wrote that the Board last held a hearing for this property on May 9, 2024. At the conclusion of that hearing, the Board modified the prior demolition order for the property and issued a new order, requiring the repair of cited code violations within 90 days.

Shuler wrote that the Board's Order set the matter for a review hearing for Aug. 22, 2024. Due to the cancellation of the Board of Works meeting on that date, the hearing was rescheduled to Sept. 5, 2024.



Shuler wrote that the purpose of the Board's Sept. 5 hearing was to determine if there have been reasonable attempts to comply with the Board's May 9, 2024 Order. Depending on the Board's findings, it could take any of the following actions:

If the Board finds there has been substantial progress made or that repairs have been completed, the Board could do any of the following:

- Issue no new order but continue the hearing until a later date;
- Issue a new order requiring the repairs be completed by a certain date, with a review hearing; or
- Issue an order rescinding the prior order and finding the building to no longer be an unsafe building.

If the Board finds there has not been substantial progress and there has been a willful failure to comply, the Board may issue a civil penalty up to \$5,000.

- If the Board issues a civil penalty, it may hold the penalty in abeyance and set a date for the owner to complete repairs/make progress to avoid entry of the penalty.

The May 9, 2024 hearing was preceded by hearings on March 28, 2024 and Feb. 8, 2024.

The Feb. 8 hearing was prompted by a Nov. 1, 2023 Order by City of Goshen Building Commissioner Myron Grise. In the order, Grise notified Ronald E. Davidhizar, at that time the owner of 702 North 6th Street., that he was in violation of the City of Goshen Neighborhood Preservation Ordinance, codified in Goshen City Code § 6.3.1. The order was based on an Oct. 16, 2023 City inspection and a re-inspection on Oct. 31, 2023.

Building Commissioner Grise identified the following City Code violations in his Nov. 1, 2023 Order:

1. The residential structure is not secured from intrusion by unauthorized persons, a violation of Section 6.3.1. I(ff). The front door is open, the door to the basement is open, and the residential structure is freely accessible to vandals and squatters, in addition to animals.

2. The roof exhibits signs of deterioration and leaking, permitting water into the residential structure; ceiling plaster on the second floor has collapsed, exposing water damaged lath on walls and ceiling; the soffit at the rear of the property has begun to collapse; and the fascia around the residential structure is severely water damaged; all of which are violations of Section 6.3.1. I(c).

3. Multiple windows and doors are broken and not working properly, a violation of Section 6.3.1. I(d).

4. Multiple areas of the foundation have holes and cracks, permitting weather and animals to enter; areas of block foundation have failed and compromised the strength of the foundation; which are violations of Sections 6.3.1. I(b) and U).

5. Portions of the second-floor ceiling have collapsed; ceiling panels on the main floor have collapsed; walls throughout the residential structure have holes; several walls have collapsed or been removed, leaving only the studs; all of which are violations of Section 6.3.1. I(b).

6. The interior of the residential structure has chipped and peeling paint throughout, a violation of Section 6.3.1. I(g).

7. The electrical system is damaged and likely needs replacement due to neglect, a violation of Section 6.3.1. I(a).

8. The plumbing system is damaged and likely needs replacement due to neglect, a violation of Section 6.3.1. I(a).

9. The mechanical system is damaged and likely needs replacement due to neglect, a violation of Section 6.3.1.1 (a).

10. The residential structure, due to deterioration, damage, and its dilapidated condition, has become a fire hazard, a violation of Section 6.3.1. I(x).



Building Commissioner Grise concluded the property was unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). And because of the listed violations, the property was unsafe, a fire hazard, dangerous to person or property, unfit for human habitation, and threatened the “life, health, property and safety of the public.” The property owner was ordered demolish the structure on or before Dec. 1, 2023.

The Board of Public Works and Safety needed to conduct the Feb. 8, 2024 hearing and affirm, rescind, or modify the Building Commissioner’s Order and determine what action to order concerning the property.

At the Feb. 8 hearing, the Board learned that the home remained in an unsafe condition and warranted demolition. However, the Board also was notified that the home was sold at auction and would soon close with new owners, Gabriel Camarena and Nicolas Camarena, who planned to make extensive repairs.

At the conclusion of the Feb. 8 hearing, **the Board passed a motion to adopt the violations listed in the City Building Commissioner’s Order for 702 N 6th Street as the Board’s findings, find that those violations made the structure an unsafe building, that the general condition of the building warranted demolition, but that the property could be repaired, and that the new owner within 90 days either make substantial progress on the repairs to the unsafe building or demolish the unsafe building and that new owner return to the Board on March 28, 2024 to give an update on what was happening on the building. The motion passed 5-0.**

At the March 28, 2024 hearing, the new property owner, **Gabriel Camarena** reported on the progress made to rehabilitate the property. **City Building Inspector Travis Eash** said **Camarena** had pulled a remodeling permit but other necessary permits had to be pulled by licensed contractors. Still, Eash said the City Building Department didn’t have any issues with the work and said progress was being made. He added that this property took a little longer to close, so work started later than anticipated “but was moving right along.”

The Board continued the hearing to May 9, 2024. Afterward, it eventually was continued to Sept. 5, 2024.

DISCUSSION AND OUTCOME OF BOARD OF PUBLIC WORKS & SAFETY HEARING ON SEPT. 5, 2024:

At 4:57 p.m., Mayor Leichty opened the hearing to review the Order of the City of Goshen Building Commissioner for 702 N. 6th Street (Nicolas and Gabriel Camarena, property owners).

Present for the hearing were: Board members Leichty, Landis, Myers, Nichols and Swartley; City Attorney Bodie Stegelmann; Assistant City Attorney Don Shuler, Building Commissioner Myron Grise and City Building Inspector Travis Eash. Gabriel Camarena, the property owner, was also present.

Assistant City Attorney Don Shuler discussed the background of the property and said that the purpose of today’s hearing was exactly the same as the just-concluded case for 111 South 29th Street. He said a City staff member would report on the condition of the home as would the property owner. Afterward, he said he would suggest tabling the matter and allow the Building Commissioner to rescind the remodeling order.

Mayor Leichty swore in **City Building Inspector Eash** to give truthful and complete testimony.

City Building Inspector Eash distributed to the Board a one-page memorandum, dated Sept. 5, 2024, about the condition of 702 N. 6th Street. The memo included nine pages of color photos of the home (**EXHIBIT #5**).

Reading from his memorandum, Eash said:

“The original inspection of the property at 702 N. 6th Street was conducted while under different ownership. Since the new owner has taken possession, they have pulled all the proper permits and have passed all inspections other than the final inspection. They have been aggressive in getting this property into a habitable condition and is just a couple weeks of being finished and calling for final inspection.

“During a walk-through inspection yesterday, I took recent photos which are attached in this packet along with photos from my initial inspection conducted in October of 2023, to show the progress that has been made.”



Eash concluded, “The Building Department recommends that the Board table the repair Order until Oct. 3rd to allow the property owners to schedule a final inspection. If the final inspection is passed prior to the October 3rd hearing, the Board (should) give the authority to the Building Commissioner to rescind the Repair Order.”

Eash added that the owner was present, adding that he has to complete some countertop work and install sinks, but should have all work completed in a few weeks.

Gabriel Camarena stepped forward and identified himself as the property owner.

On behalf of the City, **Mayor Leichty** extended “a heartfelt thanks for all of the work that you have poured into this home. It’s clear that it’s a remarkable transformation which will be a tremendous benefit to that entire community. So, I just wanted to offer thanks.”

Camarena acknowledged the **Mayor’s** appreciation.

Board member Swartley praised **Camarena** for his beautiful work.

Swartley/Landis then made a motion to approve the Building Department’s recommendation that the Board table the repair order until Oct. 3 to allow the property owner to schedule a final inspection and if the final inspection is passed prior to Oct. 3, the Board gives the authority to the Building Commissioner to rescind the repair order in which case the Oct. 3 hearing would be canceled. The motion passed 5-0.

15) Review of the Order of the City of Goshen Building Commissioner for 208 Queen Street (Leopoldo Mendoza, property owner)

At 5:01 p.m., **Mayor Leichty** convened a hearing to review the Order of the City of Goshen Building Commissioner for 208 Queen Street (Leopoldo Mendoza, property owner)

BACKGROUND:

In an Aug. 30, 2024 memorandum to the Board, Assistant City Attorney Don Shuler wrote that the Board last held a hearing for this property on May 23, 2024. At the conclusion of the hearing, the Board affirmed the prior demolition order for the property, requiring demolition or completion of all repairs of cited violations within 90 days.

Shuler wrote that the Board’s Order set the matter for a review hearing for Sept. 5, 2024. The Legal Department sent the Order containing notice of the hearing to the property owner via regular mail.

Shuler wrote that the purpose of the Board’s hearing is to determine if there have been reasonable attempts to comply with the Board’s May 23, 2024 Order. Depending on the Board’s findings, he wrote that the Board could take any of the following action:

If the Board finds there has been substantial progress made or that repairs have been completed, the Board could do any of the following:

- Issue no new order but continue the hearing until a later date;
- Issue a new order requiring the repairs be completed by a certain date, with a review hearing; or
- Issue an order rescinding the prior order and finding the building to no longer be an unsafe building.

If the Board finds there has not been substantial progress and there has been a willful failure to comply, the Board may do any of the following:

- Affirm the prior and existing demolition order, with no option for repair.
- Issue a civil penalty up to \$5,000.
- If the Board issues a civil penalty, it may hold the penalty in abeyance and set a date for the owner to complete repairs/make progress to avoid entry of the penalty.

Before the May 23, 2024 hearing for 208 Queen Street, **Shuler** said that the Board last held a hearing for this property on Feb. 8, 2024.



The Feb. 8 hearing was prompted by a Nov. 3, 2023 Order by City of Goshen Building Commissioner Myron Grise. In the order, Grise notified Ronald E. Davidhizar, at that time the owner of 208 Queen Street, that he was in violation of the City of Goshen Neighborhood Preservation Ordinance, codified in Goshen City Code § 6.3.1. The order was based on an Oct. 18, 2023 City inspection.

Building Commissioner Grise identified the following City Code violations in his Nov. 3, 2023 Order:

1. The heating and mechanical system at the residential structure is inoperable, a violation of Section 6.3.1. l(a).
2. The plumbing system at the residential structure is inoperable, a violation of Section 6.3.1. l(a).
3. The electrical system at the residential structure is inoperable, a violation of Section 6.3.1. l(a). The electrical panel has been tampered with and there are areas inside the structure with exposed and damaged electrical wires.
4. The residential structure is vacant and not secured, a violation of Section 6.3.1. l(ff). The structure has no doors on its exterior, permitting unauthorized access by people and animals.
5. The windows have not been kept in good repair and are not weather tight and rodent proof, a violation of Section 6.3.1. l(d). All windows have been broken and there is broken glass throughout the residential structure.
6. The ceilings have not been kept in good repair, a violation of Section 6.3.1. l(b). Areas of the ceiling have collapsed.
7. The walls have not been kept in good repair, a violation of Section 6.3.1.l(b). Areas of the walls have collapsed, other walls have holes all the way to the outside exposing the structure to weather damage and rodents entering the property.
8. The floors have not been kept in good repair, a violation of Section 6.3.1.l(b). There are areas of the floor that have begun to collapse and are not able to support the proper load required.
9. The residential structure has not been kept weather tight, making the foundation system incapable of supporting all nominal loads, a violation of Section 6.3.1. l(b). The structural members of the structure have been damaged by weather to the extent that it has compromised the structural integrity of the structure.
10. The residential structure is in likely to partially or completely collapse as a result of deterioration, a violation of Section 6.3.1.1 (r). The floors, walls, and ceilings are detached from each other. The house is leaning and in danger of total collapse.
11. Portions of the residential structure are likely to fail and collapse, a violation of Section 6.3.1.l(p). There are severe cracks in the walls, ceiling, and floors as they have detached from each other. The entire house is beginning to sag. Several portions of the house have begun to collapse due to consistent exposure to weather; structural members have become water damaged to the extent they have lost their structural integrity.

Building Commissioner Grise concluded the property was unsafe within the meaning of Indiana Code § 36-7-9-4{a}(1), (2), (5), and (6). And because of the listed violations, the property was unsafe, a fire hazard, dangerous to person or property, unfit for human habitation, and threatened the “life, health, property and safety of the public.” The property owner was ordered demolish the structure on or before Dec. 6, 2023. The Board of Public Works and Safety needed to conduct the hearing and affirm, rescind, or modify the Building Commissioner’s Order and determine what action to order concerning the property.

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

Before the Feb. 8 meeting began, City Building Inspector Travis Eash distributed to Board members a 15-page memorandum and report, dated Feb 8, 2024, about 208 Queen Street, which included photographs of the property showing its condition as of an Oct. 18, 2023 inspection. The memorandum documented alleged code violations and the poor condition of the home that Eash wrote made it “uninhabitable and unsafe.”



The Board conducted a hearing on the property on Feb. 8, 2024 and heard testimony from City Inspector Travis Eash, Leopoldo Mendoza, the new property owner and Craig B. Blough, a licensed real estate broker and auctioneer for Bartel & Company.

At the conclusion of the Feb. 8 hearing, the Board passed a motion to adopt the violations listed in the City Building Commissioner's Order for 208 Queen Street as the Board's findings, that those violations made the structure an unsafe building, that the general condition of the building warranted demolition, but that the property could be repaired, and that the new owner within 90 days either make substantial progress on the repairs to the unsafe building or demolish the unsafe building and that new owner return to the Board on March 28, 2024 to give an update on what was happening on the building. The motion passed 5-0.

At the March 28, 2024 hearing, the new property owner reported on the progress made to rehabilitate the property. City Building Inspector Travis Eash said Mendoza's purchase of the property closed on March 11, which took longer than anticipated. He said Mendoza has submitted his plans to the City Planning Department for review. Eash said Mendoza was requesting a gravel driveway, which first would need to be approved by the Board of Works and Safety. Eash added that Mendoza was not to blame for delays and he expected to see progress on the home soon.

The Board continued the hearing to May 9, 2024. It was later continued to May 23, 2024. As previously stated, on May 23, the Board affirmed the prior demolition order for the property, requiring demolition or completion of all repairs of cited violations within 90 days and set the matter for a review hearing for Sept. 5, 2024.

DISCUSSION AND OUTCOME OF BOARD OF PUBLIC WORKS & SAFETY HEARING ON SEPT. 5, 2024:

At 5:01 p.m., Mayor Leichty opened the hearing to review the Order of the City of Goshen Building Commissioner for 208 Queen Street (Leopoldo Mendoza, property owner).

Present for the hearing were: Board members Leichty, Landis, Myers, Nichols and Swartley; City Attorney Bodie Stegelmann; Assistant City Attorney Don Shuler, Building Commissioner Myron Grise and City Building Inspector Travis Eash. Leopoldo Mendoza, the property owner, was also present. Translating for Mendoza was Gilberto Pérez Jr. of Goshen.

Assistant City Attorney Don Shuler discussed the background of the property and explained the reason for today's hearing. He said a City representative would testify about the condition of the home and that the property owner, Leopoldo Mendoza, was also present. Afterward, Shuler said he would recommend action to the Board.

Mayor Leichty swore in **City Building Inspector Eash** to give truthful and complete testimony.

City Building Inspector Eash distributed to the Board a one-page memorandum, dated Sept. 5, 2024, about the condition of 208 Queen Street. The memo included five pages of color photos of the home (**EXHIBIT #6**).

Reading from his memorandum, Eash said:

"The property at 208 Queen Street originally came to the Board of Works on Feb. 8, 2024, just a couple of weeks after a new owner purchased the property in an auction. At that time, the new owner was ordered to substantially repair the property or demolish it within 90 days.

"This property again came before the Board of Works on May 23, 2024 for another hearing after the initial 90-day time frame had passed. At that hearing I testified that the start of work was delayed for a couple of different reasons, but that those issues had been resolved and felt that the owner was beginning to make progress at the time. He had also pulled a remodel, window and roof permit."

Eash continued, "With all that being said at that hearing the Building Department requested that the Board allow 90 more days for the owner to complete all repairs and pass all required inspections including a final inspection. Now the second 90-day timeframe has passed."



Eash again continued, "Since the hearing in May, the owner hasn't had any subcontractors pull permits for electrical, plumbing or HVAC. The owner hasn't called for any inspections or any questions or concerns. Some windows have been installed and a roof has been installed on a portion of the property without proper inspections. There is only a portion of the framing done throughout the house and that portion would not pass inspection as constructed.

"I have photos attached in this packet that I took during a walk-through yesterday to show the current condition of the property, which in the Building Department's opinion is still unsafe and still warrants demolition. All violations from original order still besides the windows still exist on the property."

Eash concluded, "In speaking with the owner yesterday at the property he stated that he could get it completed in six months. At the rate it's going now, I don't see how that's possible without hiring help and getting licensed contractors in there to help do the work. The Building Department is very reluctant to allow any more time, especially six months with how things have progressed over the first six months.

"The Building Department's recommendation is that the order remain a demolition order because the current condition warrants demolition, but allow the owner 30 days to determine if he wants to continue with repairs and bring an updated timeline to this Board or demolish the property."

Mayor Leichthy responded, "Well, I will acknowledge this is pretty disappointing. You know there are clearly a lot of people in the City who desperately need housing, and when we began pursuing properties that we felt were a significant blight, this was obviously one that we identified and it was sold to what we hoped would be somebody who was taking full advantage of the opportunity to transform a property as so many we've heard just today. So many others have taken advantage of that opportunity and moved forward.

Mayor Leichthy continued, "That said, I understand that there are circumstances that happen in people's lives, and may prevent them from moving forward with their intended plans, but I haven't seen anything substantive that convinces me that there's going to be movement on this property, and I fear that we may be in for another long haul with a house that's unoccupied and blight in our community.

"I would certainly be in favor of continuing with the demolition order. I guess my question to other board members is whether or not we want to grant the 30 day time period or whether we feel like this warrants a demolition order today. Have they had enough time?"

Eash said the homeowner was present.

Mayor Leichthy said, "I'll just be very frank with where I am. Unless there's some legitimate reason that this hasn't moved forward thus far, or some convincing evidence that the owner has the capacity to actually move forward with this project, I would be inclined to continue with the demolition order."

Mayor Leichthy asked if Board members had questions for Eash.

Board member Swartley asked about the quality of the framing Mendoza had completed at the house – whether it would pass inspection and was of poor quality. **Eash** said, "Part of it would fail. Some of the top plates are not installed correctly ... personally I just don't see it getting finished correctly."

Mayor Leichthy asked Eash if Mendoza had issues with other properties that the City has inspected going back to 2022. **Eash** said Mendoza's own residence, a duplex, has had framing issues with a garage he installed that has yet to pass its final inspection.

Board member Landis asked if the framing would need to be redone or could the problems be remedied. **Eash** said extensive work would have to be done. He said the timing issue was also a factor in his demolition recommendation. He added that he didn't know Mendoza's plans for completion.

Mayor Leichthy invited comments from Leopoldo Mendoza.

Mayor Leichthy swore in Mendoza to give complete and truthful testimony.

Mendoza spoke in Spanish and his comments were translated into English by Gilberto Pérez Jr.



Mendoza said, "I can only say in my defense this was my first business in this area and I recognize I made some mistakes and one of them was the time frame I was supposed to have done this. I didn't think that the structure would be this bad. At this point, the structure hasn't been completed and that's why I haven't contacted the inspectors because the work is not finished. But I want to assure you that I do want to finish it and I only ask you for more time."

Mayor Leichthy invited questions from Board members.

Board member Swartley asked about **Mendoza's** experience in building construction. **Mendoza** said he didn't have experience with this type of construction.

Board member Nichols asked if **Mendoza** was doing the work himself. He said a contractor was helping him.

Mayor Leichthy said she wanted to make clear to **Mendoza** the parameters of the program the City is working within.

The Mayor said:

"When the Board of Works issues a demolition order with a timeline, not every municipality would allow that property to be repaired. Goshen's practice is to allow a property that has a demolition order to sell, and the new owner can request to make repairs on the property given only if they complete them within a specific timeframe.

Mayor Leichthy continued, "The purpose for that policy is so that we can transform blighted properties into productive properties. So, we are willing to work with folks in construction who can do that quickly and rapidly. If a person cannot complete that project within that timeframe, it's probably better that they not work under this program.

"I don't know if it's possible for you to sell the property at this point and reclaim what you have invested thus far, but that would be one thing that I would recommend that you consider because we will be pressuring you to finish very quickly.

Mendoza responded he wanted more time to complete repairs.

Board member Swartley asked if **Mendoza** intended to hire subcontractors to work on the home.

Mendoza responded that it's a very big project, so he was asking for more time.

Mayor Leichthy estimated it would cost \$80,000 to \$100,000 to make the home habitable. Besides the time, the Mayor asked if **Mendoza** had the financial resources to complete the work and whether that was feasible.

Mendoza said it depended on the time he was given. He said he was short on money and had hoped to complete some of the work on the second floor to qualify for a bank construction loan. He clarified it was a duplex with a basement garage.

Board member Landis said the issue seemed to be more one of a timing issue and perhaps another owner could complete the renovation of the property. **Mayor Leichthy** said that's why she recommended **Mendoza** consider selling the property, so that he might "break even" on his investment so far.

Mayor Leichthy said the Building Department recommended that **Mendoza** return in 30 days with a demonstrated plan of action for the property. She said she would also recommend "a financing plan with some kind of recommendation from whatever financial institution that he's working with, that says that they would be willing to finance this project to ensure that it can be completed in a reasonable time frame, or that he comes back with an intent to sell, if that's the other option he wants to consider."

Board member Swartley said it's difficult to finance properties like this which are half-finished.

Board member Landis asked about the Mayor's position if **Mendoza** were to return with a financing plan.

Mayor Leichthy responded, "then I would be inclined to extend the timeline. Otherwise, I'm saying, 30 days is 30 days."

Board member Landis asked if the Board would also want **Mendoza** to disclose the people who are working with him. The **Mayor** said, "I think that would be a reasonable additional request to include some verification of a financial plan and verification of a building plan with the agreements with subcontractors that are in place." She asked other Board members for their perspectives.

Board member Myers said the Board today learned about two people who were able to make significant progress in renovating unsafe properties in the given time frame.



Myers said it was unfortunate **Mendoza** was struggling financially, but he is worried that if Mendoza is given more time, the property will still not be completed in six months or another year or even two years. He said he agreed with the Mayor that there needs to be a financial plan and a reasonable assurance the work will be completed in a reasonable time frame before Mendoza is given more time.

Board member Nichols said it would be important that **Mendoza** is able to establish he has adequate money and subcontractors to do the work because "he's not able to do it on his own, or even with the assistance of one person."

Board member Myers said there was no need for **Mendoza** to spend more money only to find out he is doing the work inadequately. He pointed out that **Eash** indicated some of the work Mendoza has already completed will have to be redone.

Mayor Leichty asked if the Board was prepared to make a motion.

Assistant City Attorney Shuler summarized for the Board a proposed Order for their action concerning 208 Queen Street. He stated the proposed Order would make findings concerning the condition of the property based on **Travis Eash's** testimony, specifically including that the building is still unsafe, that the repair work has stalled, no subcontractors have been employed, work that has been done has occurred without inspections and would meet code, and that there are serious concerns whether the building may be repaired cost effectively and will be repaired by the property owner.

Based on those findings, **Shuler** advised the Board that the proposed Order would: set the matter for further hearing on Oct. 10, 2024; that the property owner, **Mendoza**, be required to submit a detailed scope of work and repairs to be done with estimated completion dates, including any agreements with contractors and/or subcontractors; that Mendoza be required to submit sufficient financial documentation to demonstrate he has the financial resources and capital to complete the repairs in a timely fashion; and that if Mendoza fails to meet those requirements at the next hearing, the Board would affirm demolition without the option of repair. Shuler stated that if the Board was agreeable to the Building Commissioner's proposed Order, they could move to adopt that Order as summarized.

Board member Landis asked if **Mendoza** would need to meet all of the proposed conditions to get more time for repairs. He asked if the Board could provide more time if he meets just some of the conditions.

Mayor Leichty responded, "My understanding is that we would be requesting those items for our consideration, and that that would be utilized to make a determination on whether or not we are going to extend the timeline. So basically, we're asking for proof that this is possible in a number of ways that we've enumerated.

"So that that would be the evidence that we would use to make a determination on an extension. Now there is a provision that if he doesn't meet those standards that the assumption is, it would be that the demolition order without any further repairs at that point."

Board member Swartley asked what would happen if **Mendoza** returned with a purchase agreement for the property from another buyer who was aware of the demolition order.

Mayor Leichty said **Mendoza** proposal "would have to satisfy us."

Shuler said, "The demolition orders on these properties have always been recorded to put any type of subsequent purchaser on board. Our request from the Building Department and the Building Commissioner side is obviously if he (**Mendoza**) thinks that's a way to try to recoup his investment and move the forward progress and have a different request, that's on him to bring to the Board.

"Independently, I think, the from the Building Department standpoint, it's still in a condition to be demolished. But we're trying to provide an opportunity and these are the conditions that we think makes sense to see whether or not this is something that's actually going to be repaired. So that's our recommendation.

Shuler said the Board could take another action if **Mendoza** returned with a purchase agreement. He added, "If that's what they want to propose, I think that's something that they can do. It's not something that the **Building Commissioner** wants to necessarily require as a way out for them, but that's on them."



Swartley/Landis then moved to adopt the proposed Order as summarized by Assistant City Attorney Shuler. The motion passed 5-0.

At 5:37 p.m., Mayor Leichty adjourned the review hearings and reopened the meeting of the Board of Public Works and Safety.

Approval of Civil City and Utility Claims

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

Adjournment

Mayor Leichty adjourned the Board of Public Works and Safety meeting at 5:38 p.m.

EXHIBIT #1: *Revised site plans submitted at the meeting by Abonmarche for agenda item #2, 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.*

EXHIBIT #2: *Letter and maps submitted to the Board by Manny Cortez, board president of Community Pro Education, to request street closures and barricades for the 4th annual Hispanic Heritage Month Celebration on Sept. 14, 2024 at Powerhouse Park (agenda item #5).*

EXHIBIT #3: *A letter to the Board from Elkhart County Administrator Jeffery Taylor, on behalf of the Elkhart County Commissioners, requesting the closure of parking spaces on three sides of the County Courthouse for truck and equipment during sidewalk repairs for two weeks, starting Sept. 9 (agenda item #12).*

EXHIBIT #4: *A one-page memorandum to the Board, dated Sept. 5, 2024, from City Building Inspector Travis Eash about the condition of 111 South 29th Street. The memo was submitted during consideration of agenda item #13, Review of the Order of the City of Goshen Building Commissioner for 111 South 29th Street (Eduardo Pizana, property owner).*

EXHIBIT #5: *A one-page memorandum to the Board, dated Sept. 5, 2024, from City Building Inspector Travis Eash about the condition of 702 North 6th Street. The memo was submitted during consideration of agenda item #14, Review of the Order of the City of Goshen Building Commissioner for 702 North 6th Street (Gabriel Camarena, property owner).*

EXHIBIT #6: *A one-page memorandum to the Board, dated Sept. 5, 2024, from City Building Inspector Travis Eash about the condition of 208 Queen Street. The memo was submitted during consideration of agenda item #15, Review of the Order of the City of Goshen Building Commissioner for 208 Queen Street (Leopoldo Mendoza, property owner).*



APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



CITY OF GOSHEN 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

September 20, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Open Sealed Proposals for Shanklin Pool Reconstruction

The City has solicited sealed proposals to be opened by the Board of Public Works and Safety seeking proposals for the services of a Construction Manager as Constructor for preconstruction and construction services required for the renovation of and improvements to Shanklin Pool.

A sealed proposal may be delivered to the Board, c/o Clerk-Treasurer's Office until 3:45 p.m. of the date of the meeting. After 3:45 p.m. and up until 4:00 p.m. of the date of the meeting, a sealed proposal may be delivered to the Board in the City Court Room/Council Chambers.

Prior to opening proposals, it is recommended that an announcement be made to determine if there are any additional proposals to be submitted to the Board. Otherwise, any proposal that is submitted after the Board begins opening proposals will be returned. After making this announcement, the Board should open any and all sealed bids submitted for consideration and return all proposals to Legal Department for review.



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: September 26th, 2024

From: Chief Jose' Miller

Reference: The hiring of Nicholas R. Hess for Patrol Officer

I am requesting that the Board of Public Works and Safety **approve the hiring of Nicholas R. Hess for the position of probationary patrol officer**. Nicholas was previously a police officer in South Bend and had successfully completed the Indiana Law Enforcement Academy.

I also am requesting the board to **approve the hiring with the terms listed in the Conditional Offer of Employment Agreement** since he is a certified officer and will be receiving the Sign-on Bonus. We are thrilled that Nicholas wants to join Goshen Police Department. I would like the hiring of Nicholas to be **retroactive to September 16th, 2024**.

Nicholas will be present for the Board of Works Meeting

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

**GOSHEN POLICE DEPARTMENT
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into effective as of the latter date of the signatures hereon, by and between Nicholas Richard Hess (“Hess”) and **City of Goshen, Indiana** (“City”).

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

CONDITIONAL OFFER OF EMPLOYMENT

City conditionally offers Hess employment as a probationary patrol officer with the Goshen Police Department. Hess accepts City’s conditional offer of employment. City and Hess understand and agree that the offer of employment is contingent upon the following:

- (1) City may not currently have a personnel vacancy in the Goshen Police Department rank and file. Hess understands that a personnel vacancy in the rank and file of the Goshen Police Department may not currently exist. Hess understands that actual employment with the City of Goshen and Goshen Police Department will not occur until such time that a personnel vacancy is available and/or positions are being added to increase the number of police officers.
- (2) Hess certifies that Hess is an active member of the Indiana Public Retirement System and the 1977 Police Officers’ and Firefighters’ Pension and Disability Fund (1977 Fund) with another department that participates in the 1977 Fund, has separated or will separate from that department, and not later than 180 days after the date of separation, Hess agrees to become employed as a full-time police officer with the City of Goshen and Goshen Police Department.
- (3) The Goshen Police Department will request the Goshen Board of Public Works and Safety to ratify the execution of this agreement and approve the hiring of Hess in a public meeting when a position opening becomes available in the Goshen Police Department.
- (4) If Hess decides to decline employment with the City of Goshen and Goshen Police Department prior to the approved hiring in paragraph (3), Hess shall provide City notice in writing, and City shall withdraw this offer of employment and this agreement shall be terminated.

HIRING BONUS

- (1) City agrees to pay a hiring bonus upon Hess’s commencement of employment provided that Hess meets the following prerequisites:
 - (a) Hess has successfully completed the minimum Tier I basic training requirements established by the Indiana Law Enforcement Training Board;
 - (b) Hess has an active certification with the Indiana Law Enforcement Training Board;
 - (c) Hess has separated from another Indiana law enforcement agency as an active reserve officer or a paid police officer within twenty-four (24) months of accepting the employment offer with the City (within twenty-four (24) months of the date of this agreement);

- (d) Hess has served with the other Indiana law enforcement agency as an active reserve officer or paid police officer for a minimum of one (1) year; and
 - (e) Hess will be a first-time employee of the Goshen Police Department as a police officer.
- (2) By execution of this agreement, Hess certifies that Hess meets the prerequisites set forth in paragraph (1).
- (3) Upon commencement of employment, City agrees to pay «Last_Name» a hiring bonus payment of Eight Thousand Dollars (\$8,000) over Hess's first five (5) years of employment with the City as follows:
- (a) Two Thousand Dollars (\$2,000) shall be paid upon Hess's date of hire;
 - (b) Two Thousand Dollars (\$2,000) shall be paid upon Hess's second employment anniversary date with City; and
 - (c) Four Thousand Dollars (\$4,000) shall be paid upon Hess's fifth employment anniversary date with City.
- (4) Upon commencement of employment, City agrees to pay Hess a base wage equal to the base wage paid to a patrol officer as set forth in the current salary ordinance. In addition, Hess shall be credited with forty-five (45) hours of paid sick leave.
- (5) Hess's appointment shall be probationary for a period not to exceed one (1) year. The Police Chief may recommend to the Goshen Board of Public Works and Safety that Hess receive permanent appointment at any time within the probationary period.
- (6) In the event that Hess voluntarily leaves city employment or is terminated for cause prior to Hess's second employment anniversary date, Hess agrees to repay City the hiring bonus payment of Two Thousand Dollars (\$2,000) paid under paragraph (3)(a). No repayment will be due City if Hess leaves city employment due to disability or illness which make it impractical to continue to serve as a police officer in the foreseeable future, or due to death.
- (7) Hess's repayment to City under paragraph (6) is due within thirty (30) days of Hess's last day of employment with City and Goshen Police Department. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after Hess's last day of employment with City and Goshen Police Department.
- (8) Hess shall forfeit any future hiring bonus payments under paragraphs (3)(b) or (3)(c) if:
- (a) Any disciplinary action in excess of a written warning is taken against «Last_Name» at any time during the first five (5) years of employment; and
 - (b) Hess receives a performance evaluation with a score less than thirty-two (32) after Hess's first year of employment.

AMENDMENT

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

SEVERABILITY

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

INDIANA LAW

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

BINDING EFFECT

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

ENTIRE AGREEMENT

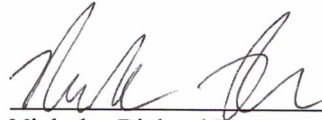
This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning the subject matter hereof.

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

City of Goshen, Indiana
Goshen Police Department

Jose Miller, Police Chief
or
Shawn Turner, Assistant Police Chief

Date: 9/16/24



Nicholas Richard Hess

Date: 9-16-24



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

September 23, 2024

To: Board of Works and Public safety

RE: Promotion of Noah P. Youngman to Private First Class

From: Fire Chief Danny Sink

Noah P. Youngman completed his probationary year at GFD on September 25, 2024. Based on his performance and recommendations from his shift Battalion Chief and Training Officer; it is my pleasure to request that Noah be promoted to the rank of Private First Class for the Goshen Fire Department, retroactive September 25, 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

September 23, 2024

To: Board of Works and Public safety

RE: Promotion of Dakoda (Kody) L. Miller to Private First Class

From: Fire Chief Danny Sink

Dakoda (Kody) L. Miller completed his probationary year at GFD on September 25, 2024. Based on his performance and recommendations from his shift Battalion Chief and Training Officer; it is my pleasure to request that Kody be **promoted to the rank of Private First Class for the Goshen Fire Department, retroactive September 25, 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

September 23, 2024

To: Board of Works and Public safety

RE: Promotion of John Z. Bacigal to Private First Class

From: Fire Chief Danny Sink

John Z. Bacigal completed his probationary year at GFD on September 25, 2024. Based on his performance and recommendations from his shift Battalion Chief and Training Officer; it is my pleasure to request that John be **promoted to the rank of Private First Class for the Goshen Fire Department, retroactive September 25, 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

September 23, 2024

To: Board of Works and Public safety

RE: Promotion of Colin D Loe to Private First Class

From: Fire Chief Danny Sink

Colin D Loe completed his probationary year at GFD on September 25, 2024. Based on his performance and recommendations from his shift Battalion Chief and Training Officer; it is my pleasure to request that Colin be promoted to the rank of Private First Class for the Goshen Fire Department, retroactive September 25, 2024. Thank you.

September 16, 2024

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

RE: BOARD OF WORKS REQUESTS

Dear Board of Works,

Dennis M Landis and Susan Mark Landis, we request that the Board of Works allow the existing gravel driveway to remain and to be extended to serve homes on both Lots 1 and 2 of the proposed Double Oak Subdivision.

After subdivision final approval, Lot 2 will be transferred to a 3rd party for them for the construction of a new single-family home.

We respectfully request these items to be placed on the September 26th Board of Works agenda, if possible, to discuss this matter. If you have any questions regarding this request, please contact me at dennis@dmlandis.com.

Thank you for your time and consideration.

Sincerely,
Dennis M Landis

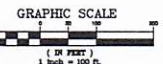
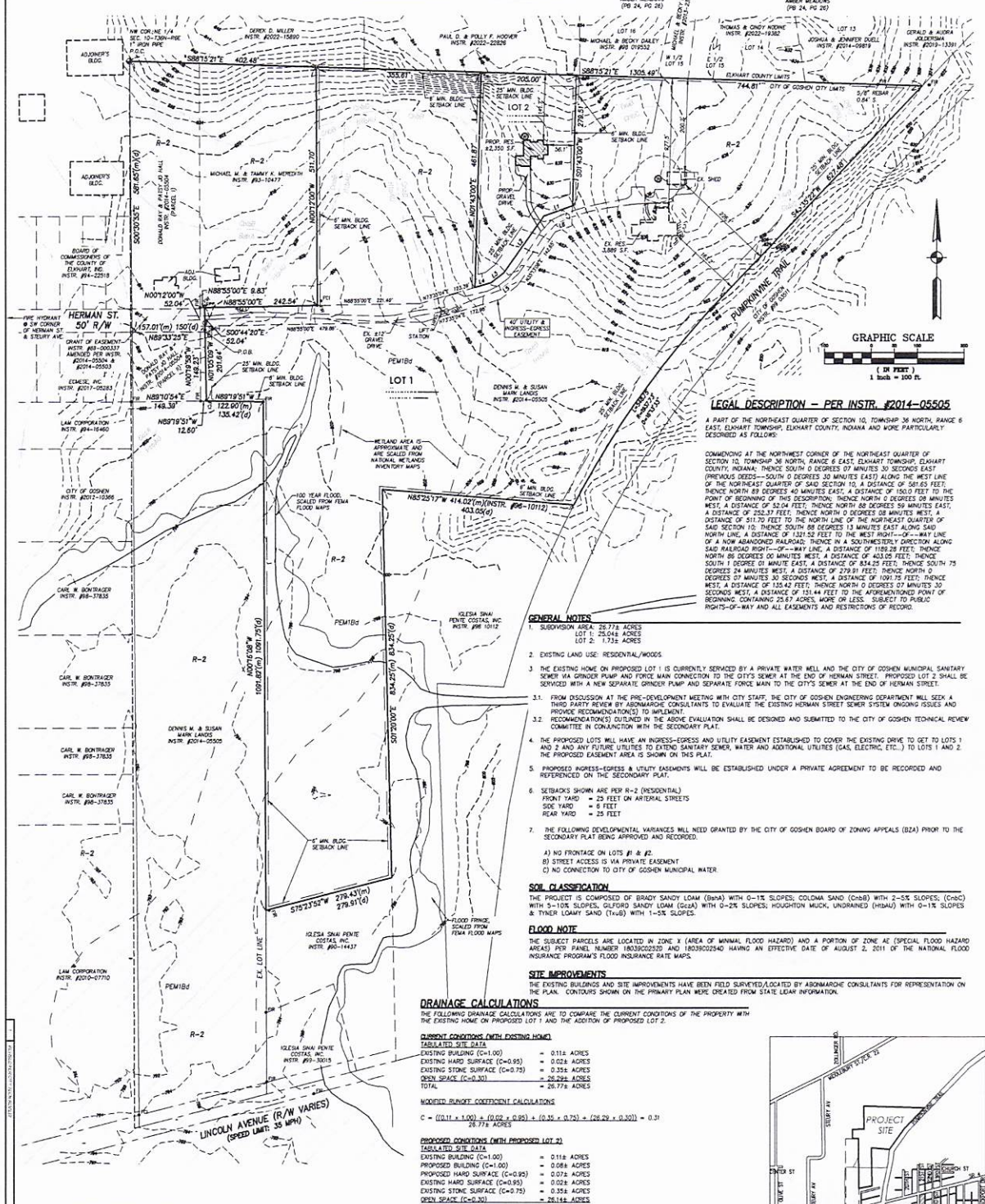
- LEGEND**
- SD = SET 5/8" REBAR MARKED APPROXIMATE DIM. (OOD)
 - FCI = FOUND CANTYD IRON
 - FR = FOUND REBAR
 - FRP = FOUND IRON PIPE
 - GD = GAS METER
 - W = WELL
 - TBM#1 = BENCHMARK LOCATION
 - X--- = CONTOURS
 - SMH = SANITARY MANHOLE
 - R-2 = ZONING
 - /--- = SOIL DESIGNATION
 - PEM1Bd = METLAND DESIGNATION

Line Table

Line #	Bearing	Length
L1	S79°30'00"W	88.07'
L2	S23°13'00"W	148.70'
L3	S31°18'30"W	34.30'
L4	S73°30'00"W	38.31'
L5	N81°16'30"E	47.82'
L6	N79°38'00"E	37.88'
L7	N74°10'00"E	42.87'

TOTAL SUBDIVISION AREA: 11.64211 S.F.
 AREA IN LOT #1: 1.090189 S.F.
 AREA IN LOT #2: 75.0225 S.F.

DOUBLE OAK
PRIMARY SUBDIVISION
 A PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH,
 RANGE 6 EAST, ELKHART TOWNSHIP,
 CITY OF GOSHEN, ELKHART COUNTY, INDIANA.
 ADDRESS: 820 STEURY AVENUE, GOSHEN, IN 46526
 TAX ID#S: 20-11-10-201-010-000-015



LEGAL DESCRIPTION - PER INSTR. #2014-05505
 A PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA; THENCE SOUTH 0 DEGREES 00 MINUTES 30 SECONDS EAST (PREVIOUS DEEDS--SOUTH 0 DEGREES 30 MINUTES EAST) ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 587.85 FEET; THENCE NORTH 88 DEGREES 40 MINUTES EAST, A DISTANCE OF 105.0 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 0 DEGREES 08 MINUTES WEST, A DISTANCE OF 32.57 FEET; THENCE NORTH 0 DEGREES 08 MINUTES WEST, A DISTANCE OF 817.20 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE SOUTH 88 DEGREES 13 MINUTES EAST ALONG SAID NORTH LINE, A DISTANCE OF 120.52 FEET TO THE WEST HIGH--WAY LINE OF A NOW ABANDONED RAILROAD; THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 118.25 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES WEST, A DISTANCE OF 402.00 FEET; THENCE SOUTH 1 DEGREE 00 MINUTE EAST, A DISTANCE OF 814.25 FEET; THENCE SOUTH 75 DEGREES 24 MINUTES WEST, A DISTANCE OF 278.91 FEET; THENCE NORTH 0 DEGREES 00 MINUTES WEST, A DISTANCE OF 1091.75 FEET; THENCE NORTH 0 DEGREES 00 MINUTES WEST, A DISTANCE OF 121.44 FEET TO THE APPROXIMATED POINT OF BEGINNING, CONTAINING 25.67 ACRES, MORE OR LESS, SUBJECT TO PUBLIC RIGHTS-OF-WAY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

- GENERAL NOTES**
- SUBDIVISION AREA: 25.774 ACRES
 LOT 1: 1.0902 ACRES
 LOT 2: 1.732 ACRES
 - EXISTING LAND USE: RESIDENTIAL/WOODS
 - THE EXISTING HOME ON PROPOSED LOT 1 IS CURRENTLY SERVICED BY A PRIVATE WATER WELL AND THE CITY OF GOSHEN MUNICIPAL SANITARY SEWER VIA GRINDER PUMP AND FORCE MAIN CONNECTION TO THE CITY'S SEWER AT THE END OF HERMAN STREET. PROPOSED LOT 2 SHALL BE SERVICED WITH A NEW SEPARATE GRINDER PUMP AND SEPARATE FORCE MAIN TO THE CITY'S SEWER AT THE END OF HERMAN STREET.
 - FROM DISCUSSION AT THE PRE-DEVELOPMENT MEETING WITH CITY STAFF, THE CITY OF GOSHEN ENGINEERING DEPARTMENT WILL SEEK A THIRD PARTY REVIEW BY AN ABONMARCHÉ CONSULTANTS TO EVALUATE THE EXISTING HERMAN STREET SEWER SYSTEM ONGOING ISSUES AND PROVIDE RECOMMENDATIONS TO IMPLEMENT.
 - RECOMMENDATIONS OUTLINED IN THE ABOVE EVALUATION SHALL BE DESIGNED AND SUBMITTED TO THE CITY OF GOSHEN TOWNSHIP COMMITTEE IN CONJUNCTION WITH THE SECONDARY PLAT.
 - THE PROPOSED LOTS WILL HAVE AN INGRESS-EGRESS AND UTILITY EASEMENT ESTABLISHED TO COVER THE EXISTING DRIVE TO GET TO LOTS 1 AND 2 AND ANY FUTURE UTILITIES TO EXTEND SANITARY SEWER, WATER AND ADDITIONAL UTILITIES (GAS, ELECTRIC, ETC.) TO LOTS 1 AND 2. THE PROPOSED EASEMENT AREA IS SHOWN ON THIS PLAT.
 - PROPOSED INGRESS-EGRESS AND UTILITY EASEMENTS WILL BE ESTABLISHED UNDER A PRIVATE AGREEMENT TO BE RECORDED AND REFERENCED ON THE SECONDARY PLAT.
 - SETBACKS SHOWN ARE PER R-2 (RESIDENTIAL)
 FRONT YARD = 25 FEET ON ARTERIAL STREETS
 SIDE YARD = 8 FEET
 REAR YARD = 25 FEET
 - THE FOLLOWING DEVELOPMENTAL VARIANCES WILL NEED GRANTED BY THE CITY OF GOSHEN BOARD OF ZONING APPEALS (BZA) PRIOR TO THE SECONDARY PLAT BEING APPROVED AND RECORDED.
 A) NO FRONTAGE ON LOTS #1 & #2.
 B) STREET ACCESS IS VIA PRIVATE EASEMENT.
 C) NO CONNECTION TO CITY OF GOSHEN MUNICIPAL WATER.

SOIL CLASSIFICATION
 THE PROJECT IS COMPOSED OF BRADY SANDY LOAM (BrsL) WITH 0-1% SLOPES; COLOMA SAND (ChSd) WITH 2-5% SLOPES, (ChC) WITH 5-10% SLOPES; GULFORD SANDY LOAM (GcLs) WITH 0-2% SLOPES; HOUGHTON MUDCLAY UNDRANED (HsMu) WITH 0-1% SLOPES & TYNER LOAMY SAND (TnLs) WITH 1-5% SLOPES.

FLOOD NOTE
 THE SUBJECT PARCELS ARE LOCATED IN ZONE X (AREA OF MINIMAL FLOOD HAZARD) AND A PORTION OF ZONE AE (SPECIAL FLOOD HAZARD AREAS) FOR PANEL NUMBER 180302002D AND 180302003D HAVING AN EFFECTIVE DATE OF AUGUST 2, 2011 OF THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAPS.

SITE IMPROVEMENTS
 THE EXISTING BUILDINGS AND SITE IMPROVEMENTS HAVE BEEN FIELD SURVEYED/LOCATED BY ABONMARCHÉ CONSULTANTS FOR REPRESENTATION ON THE PLAN. CONTOURS SHOWN ON THE PRIMARY PLAN WERE CREATED FROM STATE LEAD INFORMATION.

DRAINAGE CALCULATIONS

THE FOLLOWING DRAINAGE CALCULATIONS ARE TO COMPARE THE CURRENT CONDITIONS OF THE PROPERTY WITH THE EXISTING HOME ON PROPOSED LOT 1 AND THE ADDITION OF PROPOSED LOT 2.

CURRENT CONDITIONS (WITH EXISTING HOME)

TABULATED SITE DATA	= 0.114 ACRES
EXISTING BUILDING (C=1.00)	= 0.024 ACRES
EXISTING HARD SURFACE (C=0.95)	= 0.354 ACRES
EXISTING STONE SURFACE (C=0.75)	= 26.296 ACRES
TOTAL	= 26.774 ACRES

WOODED RUNOFF COEFFICIENT CALCULATIONS

$$C = ((0.11 \times 1.00) + (0.02 \times 0.95) + (0.35 \times 0.75) + (26.29 \times 0.30)) \div 26.774 \text{ ACRES}$$

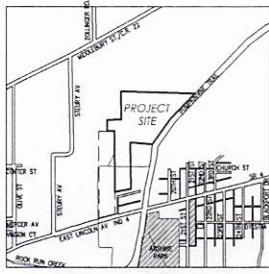
PROPOSED CONDITIONS (WITH PROPOSED LOT 2)

TABULATED SITE DATA	= 0.114 ACRES
EXISTING BUILDING (C=1.00)	= 0.084 ACRES
PROPOSED HARD SURFACE (C=0.90)	= 0.072 ACRES
EXISTING HARD SURFACE (C=0.95)	= 0.024 ACRES
EXISTING STONE SURFACE (C=0.75)	= 0.354 ACRES
OPEN SPACE (C=0.30)	= 26.144 ACRES
TOTAL	= 26.774 ACRES

WOODED RUNOFF COEFFICIENT CALCULATIONS

$$C = ((0.11 \times 1.00) + (0.08 \times 0.90) + (0.07 \times 0.90) + (0.02 \times 0.95) + (0.35 \times 0.75) + (26.14 \times 0.30)) \div 26.774 \text{ ACRES}$$

CONCLUSION
 THERE IS NO SIGNIFICANT CHANGE TO THE RUNOFF GENERATED ON THE PROPERTY BY THE ADDITIONAL HARD SURFACE BEING PROPOSED ON LOT 2. STORMWATER RUNOFF FROM THE PROPERTY WILL CONTINUE THE EXISTING DRAINAGE PATTERN BY SHEET DRAINING TO THE SOUTHWESTERLY DIRECTION AND ULTIMATELY REACHING THE FLOODPLAIN PRESENT ON THE PROPERTY.



I, THE UNDERSIGNED, AN INDIANA REGISTERED LAND SURVEYOR HEREBY CERTIFY THAT ON THE DATE SHOWN, A SURVEY WAS COMPLETED UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS PLAT IS A REPRESENTATION OF SAID SURVEY.

Craig S. Goshert, P.E.
 CRAIG S. GOSHERT, P.E. DATE: 11-27-2023
 PROFESSIONAL SURVEYOR #152120006
 STATE OF INDIANA

PREPARED BY
 ABONMARCHÉ CONSULTANTS, INC.
 303 INDIAN RACE DRIVE, UNIT 300
 GOSHEN, IN 46526
 PHONE: (574) 333-8913
 FAX: (574) 333-8911

DEVELOPER/JOWNER
 DENNIS M. & SUSAN MARK LANDS
 820 STEURY AVENUE, BOX 38
 GOSHEN, INDIANA 46526

1 of 1
 23-0897

SHEET TITLE: PRIMARY SUBDIVISION

DATE	11-27-2023
SCALE	1" = 100'
PROJECT	DOUBLE OAK
ADDRESS	820 STEURY AVENUE, GOSHEN, IN 46526

DOUBLE OAK
 820 STEURY AVENUE
 GOSHEN, IN 46526

ABONMARCHÉ
 303 INDIAN RACE DRIVE, UNIT 300
 GOSHEN, IN 46526
 PHONE: (574) 333-8913
 FAX: (574) 333-8911
 abonmarc@abonmarc.com

Benjamin Madison
 South Bend
 Columbus
 Fort Wayne
 Gary
 Indianapolis

Benjamin Madison
 South Bend
 Columbus
 Fort Wayne
 Gary
 Indianapolis

Engineering: Architectural Land Surveying

Marlin Schwartz / Member 9/4/2024
Artisan Investment Group
420 N Main Street Suite 1
Middlebury IN 46540
abgmarlin@gmail.com
574-536-1210

Goshen Board of Works
111 E Jefferson St
Goshen, IN 46528

Dear Goshen Board Of Works,

I hope this letter finds you well. I am writing on behalf of Artisan Investment Group to formally request permission to install a gravel parking area for two vehicles at our property located at 205 Middlebury Street, Goshen, IN.

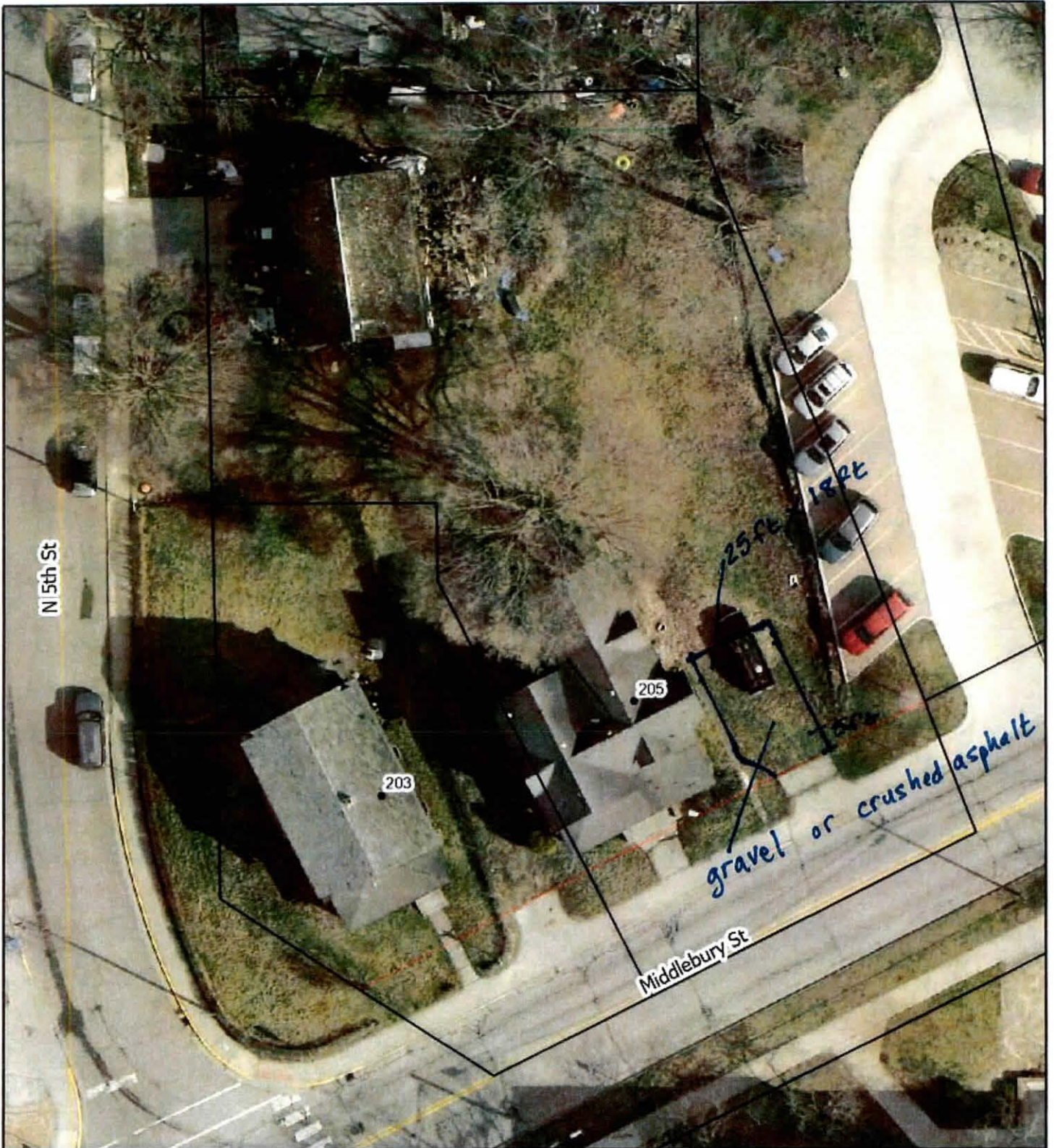
As we endeavor to enhance the functionality of our property while remaining in harmony with the neighborhood, we have observed that several properties around the block have successfully utilized gravel parking solutions. In fact, at least four neighboring properties currently feature gravel parking, which has contributed to the overall aesthetic and practicality of the area.

We believe that establishing gravel parking at our location will provide us with the necessary space for our vehicles and maintain the surrounding area's character. We are committed to ensuring that the installation is done with care, adhering to any regulations and guidelines set by the city to preserve the integrity of our community. We appreciate your time and assistance in this matter and look forward to your favorable response.

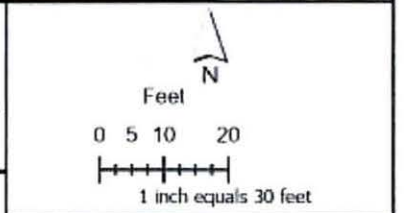
Thank you for considering our request.

Sincerely,

Marlin Schwartz
Member
Artisan Investment Group



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



205 Middlebury Street

2023 Aerial
Printed on 8/16/2024

The City of Goshen
Department of
Planning & Zoning
204 East Jefferson Street Goshen, Indiana 46528
Phone 574-534-3600 Fax 574-533-8626

Scope of Work

Property Address: 205 Middlebury Street Goshen IN 46528

Number of units: 2

Will the **footprint of the building** be expanded? No

If so, explain: _____

Will any **new buildings or parking/driving surfaces** be added to the property? No

If so, explain: _____

Will the **number of units** change? No

If so, explain: _____

Will the **number of bedrooms** in any of the units increase? No

If so, explain: _____

Detailed Scope of Work – list and describe all improvements being made to the property:

New 2 Meter Electrical Service Base and Breaker Boxes and update wiring to code

New Metal Roof

Replace all windows

Replace all Entry Doors

New soffit and fascia

Update 2 Existing Bathrooms, Including tub/surround, vanities and toilets

Drywall repairs and Paint the interior and exterior of Home

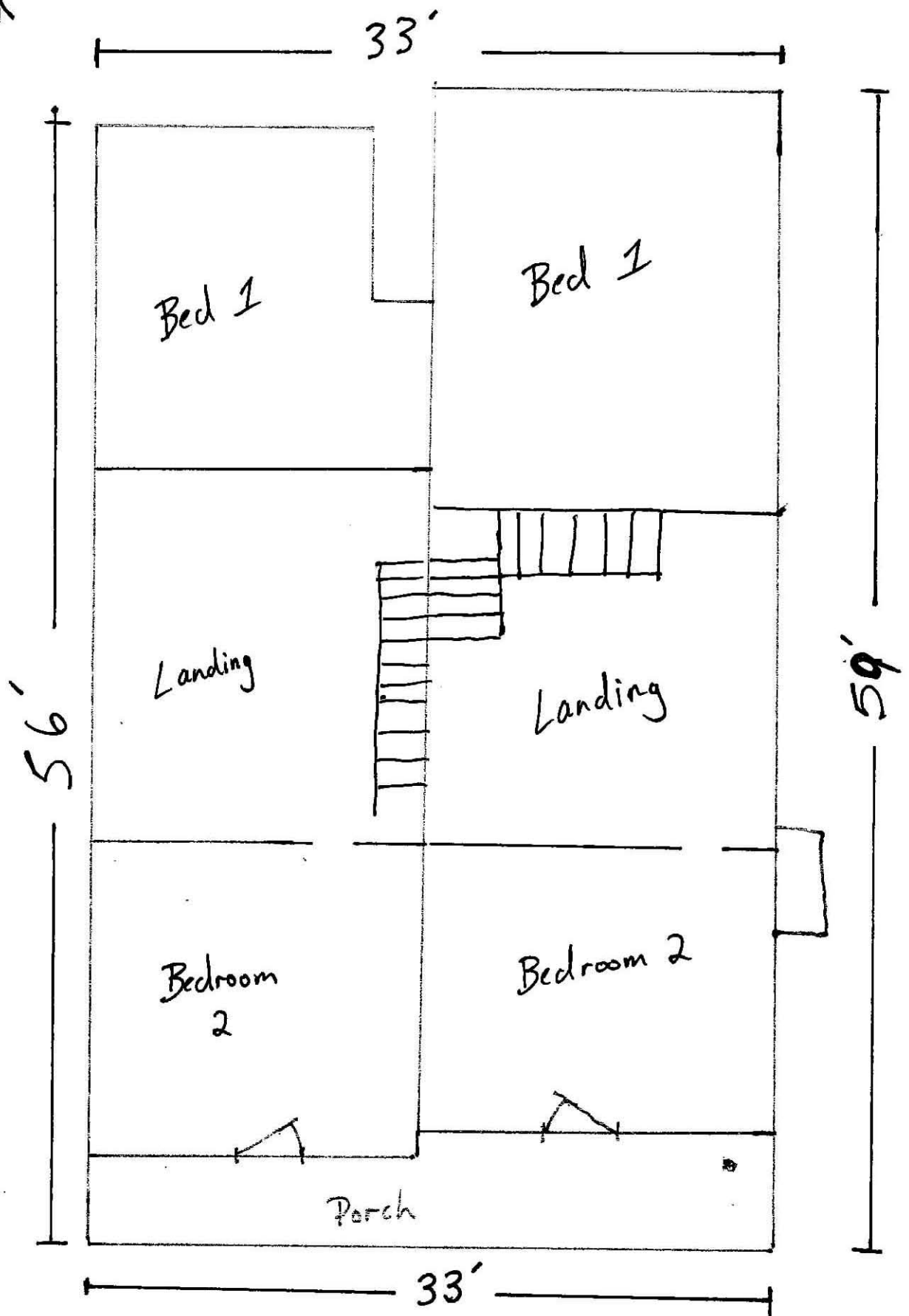
New Flooring on Main level and upstairs

Plumbing Repairs on drain lines and water lines

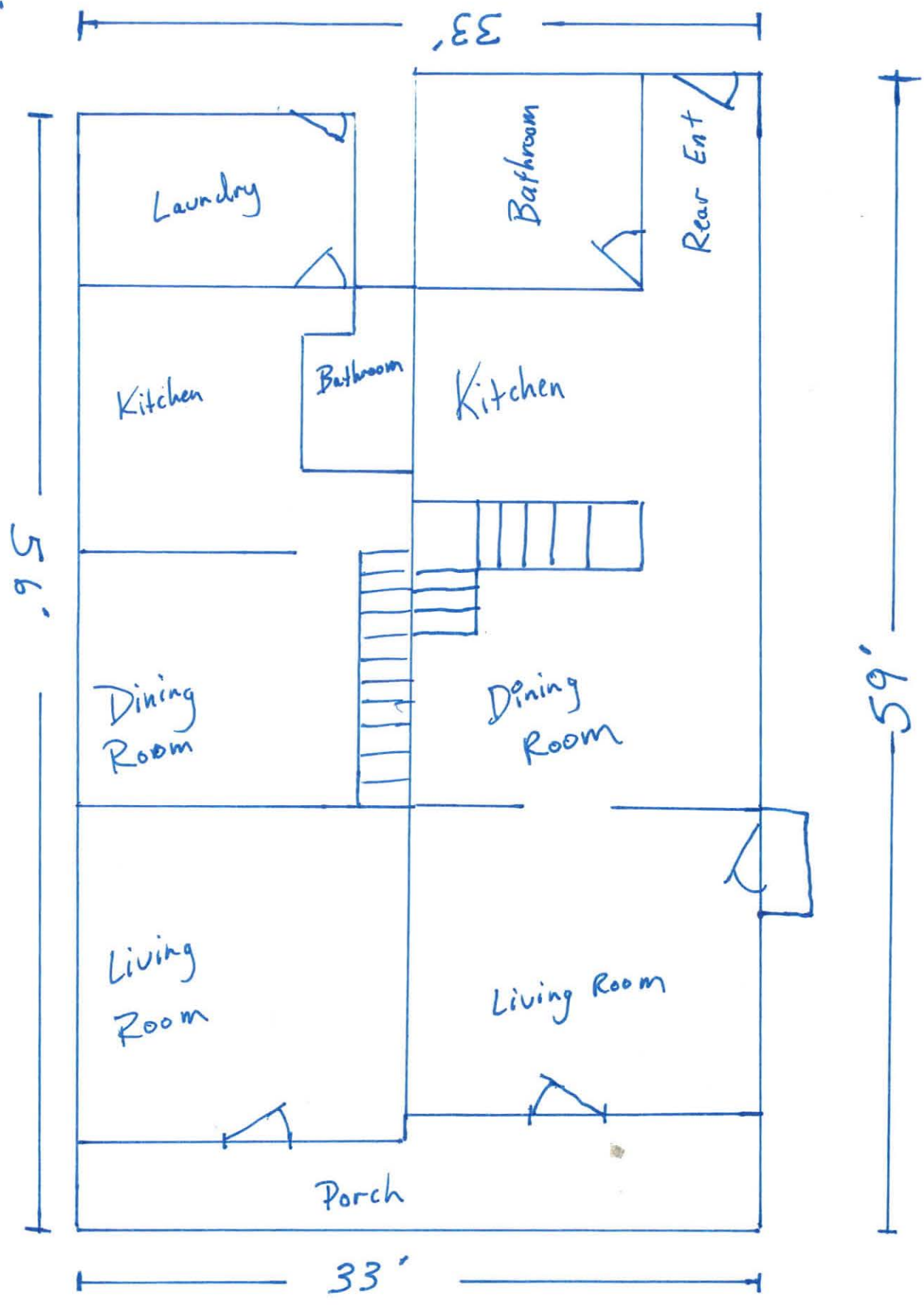
2 New water heaters

2 New furnaces

N ↑



UPSTAIRS. 205 Middlebury St



Main level 205 Middlebury St



September 17, 2024

To the Goshen Board of Works:

Trees For Goshen (TFG) requests the use of approximately 60 feet of alleyway immediately west of the Electric Brew (118 E. Washington St) on October 4, 2024, from 3 pm to 8 pm.

This is in participation with the First Friday event during that time, and in cooperation with the Electric Brew. TFG will use the alley space as staging for giving away 200 trees to the public that evening.

Please refer to the attached diagram.

The Electric Brew has been contacted about this request.

Thanks,

Aaron Sawatsky-Kingsley

for Trees For Goshen

www.treesforgoshen.org

An aerial photograph of an industrial area. A red rectangle highlights a narrow alleyway between a row of buildings on the left and a larger building on the right. The alleyway is the focus of the text overlay. The surrounding area includes parking lots, streets, and various industrial structures.

Trees For Goshen, October First Friday (October 4, 2024)

Block off 60 feet of alley way west of the Electric Brew, 118 E. Washington Street, 3 pm-8 pm.
Trees For Goshen will position trailers and trees in alley way for pickup.

E Washington St



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

Board of Works Request
Sep 17, 2024

Downtown Goshen Inc. is requesting the closure of various streets for the route of the parade during the November 1st Light Parade as an addendum to the original November 1st request. We will still need the use of the half block of East Washington. Please refer to the original request for this particular closure.

1. What parking spaces/streets do you want to close/use?

Parade route - The parade will kick off from the corner of 5th and Clinton and will head west to Main Street, head south on Main to Jefferson, head east on Jefferson, and end at the corner of 5th and Jefferson. We are also requesting the closure of the city parking lot behind the First Presbyterian Church (215 E Lincoln) off of 5th Avenue as well as the city lot directly across the street for the use of staging floats. Please see attached map for clarity.

2. Why do you want to close them? What activities will take place?

First Fridays Goshen Light Parade and parade staging

3. When do you want to start the closure, and when will the closure end?

Parade route - 5:45 p.m. to 7:45 p.m. (at the latest)

Parking lots - 1 p.m. - 10 p.m.

4. Are there any affected businesses, and are they supportive of your request to close the parking spaces?

Yes.

5. Do you require any barricades from the Street Department to accomplish the closure of your event?

Yes - please see the attached map.

Thank you for your consideration.

Amanda Rose
Director of First Fridays
Eyedart Creative Studios



Clinton

Main St.

Lincoln

Food Trucks
Washington

Main St.

First Fridays 2024 City Needs

Event Title	Street Closures and City Needs
January Fire & Ice Festival Friday, January 5, 2024 5 - 9 p.m.	East Washington between the alley and Main from noon to 11 pm. 2 parking spots in front 117 East Washington from noon to 11 pm. First 4 parking spots on East Washington (north side of street) from 8 am to noon for unloading of ice blocks. Trash trailer behind Electric Brew. 2 police officers from 5:30 pm to 9:30 pm. 2 sanitation crew from 6 to 9 pm. Access to alley between Constant Spring & Fables.
April Arts Tour Friday, April 5, 2024 5 - 8 p.m.	4 spots in front of Goshen Theater from 1 pm - 8 pm.
May Green Day Celebration Friday, May 3, 2024, 5 - 9 p.m.	Main Street between Clinton and Lincoln and Main Street from Lincoln to Washington from noon to 11 pm. 2 police officers from 6 to 10 pm. 2 sanitation crew from 6 to 9 pm. Access to alley across from the courthouse (and closed with barricades) from noon to 11 pm). Additional request for parking spaces for trailers to follow. Access to Parks Dept gator.
June Wheels and Deals Friday, June 7, 2024 5 - 9:30 p.m.	Main Street from the alleyway half block north of Jefferson to Lincoln from 1 to 11 pm and East Washington from the alley to Main from 8 am to 11 pm. Orange fencing (pending DORA approval) around Main from Jefferson past the intersection of Washington. Orange fencing from the alley of East Washington to the intersection of West Washington and Main with entrances on the south and north sides of Main Street (please see map). Trash trailer behind Electric Brew with trash cans. 2 police officers from 6:00 to 10:00 pm. 2 sanitation crew from 6 to 9 pm. Access to the alley between Constant Spring & Fables and access to Alley next to Goshen Theater.
July Great Goshen Car Show Friday, July 5, 2024 5 - 9 p.m.	Main Street from Clinton to Lincoln, Main Street from Lincoln to Jefferson, and East Washington from 5th to Main from 1 to 11 pm. Orange fencing from Jefferson to the middle of the half block (see map, Amanda will help direct where it should end). Trash trailer behind Electric Brew with trash cans. 4 police officers from 6 to 10 pm. 2 sanitation crew from 6 to 9 pm. Access to Parks Dept gator. Two parking spots in front of Elephant Bar until 11 am on Monday (the beer trailer will remain parked there).
August Picklefest August 2, 2024 5 - 9 p.m.	Main Street from Jefferson to Lincoln from 8 am to 11 pm and East Washington from the alley to Main from noon to 11 pm. Orange fencing from Jefferson to the middle of the half block (see map, Amanda will help direct where it should end). Trash trailer behind Electric Brew. 2 police officers from 6 to 10 pm. 2 sanitation crew from 6 to 9 pm. Two parking spots in front of Elephant Bar until 11 am on Monday (the beer trailer will remain parked there).
September Savor Summer Showcase Friday, September 6, 2024 5 - 9 p.m.	Main Street from Jefferson to Lincoln from 1 to 11 pm. Orange fencing from Jefferson to the middle of the half block (see map). Trash trailer behind Electric Brew with trash cans. 2 police officers from 6 pm to 10 pm. 2 sanitation crew from 6 to 9 pm.
October Goshen Gives Back Friday, October 4, 2024 5 - 9 p.m.	4 spots in front of Goshen Theater from 1 pm - 8 pm.
November Goshen Light Parade Friday, November 1, 2024 5 - 9 p.m.	East Washington from the alley to Main from 1 to 11 pm. Closure of the city parking lot behind the First Presbyterian Church (215 E Lincoln) off of 5th Avenue as well as the city lot directly across the street for the use of staging floats from 1 to 10 pm. Parade route - The parade will kick off from the corner of 5th and Clinton and will head west to Main Street, head south on Main to Jefferson, head east on Jefferson, and end at the corner of 5th and Jefferson. The parade route closes at 5:45 pm. We will need the street department, police, and fire to help with traffic control and street reopening. 4 police from 5:30 - 9:30 pm. 2 sanitation crew from 6 - 9 pm. Trash trailer behind Electric Brew with trash cans.
December Hometown Holiday Friday, December 6, 2024 5 - 9 p.m.	West Washington from the alley to Main from 1 to 11 pm. Orange fencing (pending DORA approval) around entire area. Trash trailer behind Electric Brew with trash cans. 2 police officers from 5:30 pm to 9:30 pm. 2 sanitation crew from 6 to 9 pm. Access to the alley between Constant Spring & Fables.



Kelly Saenz, Manager
WATER & SEWER UTILITIES BUSINESS OFFICE
CITY OF GOSHEN

203 South Fifth Street • Goshen, IN 46528-3713

Phone (574) 533-9399 • Fax (574) 533-6961
watersewer@goshencity.com • www.goshenindiana.org

September 23, 2024

To: Board of Public Works and Safety
From: Kelly Saenz, Utility Billing Office Manager
Subject: Request for Sewer Relief-Goshen Christian Church

Attached is correspondence from Goshen Christian Church, occupants of 2133 Berkey Avenue, Goshen. Goshen Christian Church is requesting sewer relief from a water leak caused by a broken pipe in the front yard of the property. The leak occurred on 7/13/24 – 8/16/24. The repair to the water line was made on 8/16/24, receipts from P&L Backhow Service Inc are attached.

The total amount of credit to the customer for this leak is as follows:

7/1-8/1	Total Sewer Billed	\$ 861.75
8/1-9/1	Total Sewer Billed	\$1,182.75
Sewer Average		\$ 33.98

Total Amount of Credit:

7/1-8/1	Total Credit	\$ 827.77
8/1-9/1	Total Credit	\$1,148.77

Total: \$1,976.54

~~-\$500.00 Credit given per City Policy~~

Total Credit to the Board: \$1,476.54

Suggested Motion:

Move to grant Goshen Christian Church's request for sewer relief in the amount of \$1,476.54.

Saenz, Kelly

From: Goshen Christian Church <mygccoffice@gmail.com>
Sent: Monday, September 9, 2024 11:34 AM
To: Utilities
Subject: sewer relief

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Board of Works,

We are asking for sewer relief for bills in July and August. We were called by Goshen Water and Sewer about a water leak. We had a broken pipe in the front yard where the water didn't go down the sewer. Please let us know when we can go before the board for our request.

Thank you,
Goshen Christian Church

Garcia, Brittney

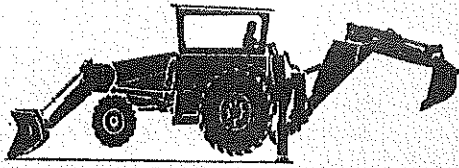
From: Saenz, Kelly
Sent: Thursday, September 5, 2024 1:01 PM
To: Garcia, Brittney
Subject: FW: 2133 Berkey Sewer relief
Attachments: IMG_0154.jpg; IMG_0156.jpg; IMG_0153.jpg

From: Beard, Matt <mattbeard@goshencity.com>
Sent: Thursday, September 5, 2024 12:55 PM
To: Saenz, Kelly <kellysaenz@goshencity.com>
Cc: Shepherd, Marv <marvshepherd@goshencity.com>
Subject: 2133 Berkey Sewer relief

I met with the customer at 2133 Berkey Ave. to see if they qualified for sewer relief. In the pics you will see an invoice, an excavation and a broken pipe. This is a water line that runs outside the building to another section of the church. This leak occurred after the meter and didn't run into the sewer. Yes they would qualify for relief.

Get [Outlook for iOS](#)

Mobile: (574) 202-0500



P & L Backhoe Service, Inc.

Septic Systems, Limestone, Top Soil & Fill Dirt

15601 County Road 146
Syracuse, IN 46567

LARRY M. HERSCHBERGER
Owner

DATE 8-20-24 20

SOLD TO Woshan Christian Church

ADDRESS 2133 Berkeley Ave Woshan In 46526

CASH CHARGE ON ACCOUNT C.O.D.

sig up waterline for repairs

Backfill

450 00

from 8/16/24

TOTAL 450 00

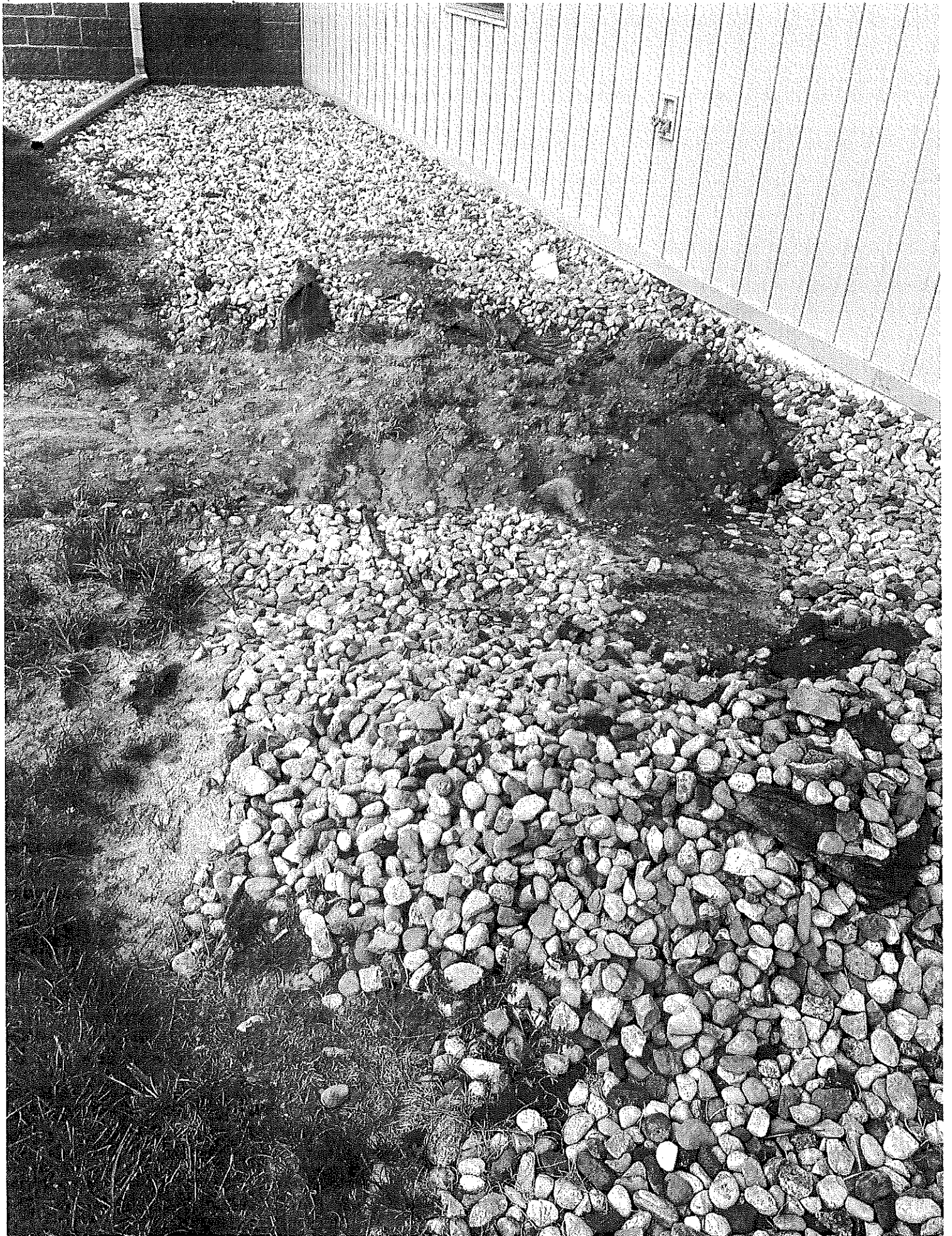
ABOVE MATERIAL RECEIVED IN GOOD CONDITION

BY _____

All accounts are subject to a FINANCE CHARGE OF 1 1/2% PER MONTH
(equivalent to 18% ANNUAL PERCENTAGE RATE) on unpaid balance after 30 DAYS.



1 2 3 4 5 6 7 8 9 10 11 12





Water & Sewer Utilities Business Office
 CITY OF GOSHEN
 203 South Fifth Street • Goshen, IN 46528-3713
 Phone (574) 533-9399 • Fax (574) 533-6961
 watersewer@goshencity.com • www.goshenindiana.org

Request for Sewer Charge Adjustment

All fields must be filled out to process this request

Account#: 291-5360-00

Account Holder Name: Goshen Christian Church

Service Address: 2133 Berkeley Ave

Contact Phone: 574-533-8122

Date of Leak: 7/12 - 8/10

Cause of Leak: Busted line in the ground
after meter

Has Leak Been Repaired: yes

Has Leak Been Verified: Math B

Total Amount of Credit: \$1976.54 - \$500 \$1,476.54

*applied
by
Billing
office*

7/01 - 8/01	8/01 - 9/01
Summer Sewer Amt \$33.98	\$33.98
Sewer usage \$861.75	1182.75
<u>\$827.77 credit</u>	<u>\$1148.77 credit</u>



Account Number

Transaction #

Transaction

Type

Date

G/L Posting Date

Receipt #

Reference

Balance Forward

Amount

Adjustment Code

Packet

Revenue Code Amount

Description

R/C	Description	Amount
100	WATER USAGE CHARGE	283.98
110	WATER BILLING CHARGE	7.95
130	WATER FIRE PROTECTION	13.00
210	SEWER USAGE CHARGE	861.75
220	SEWER BILLING CHARGE	23.49
300	GREASE TRAPS	8.33

Unapplied Total

ACCOUNT	SERV/IBL	CHARGE	PREVIOUS	CURRENT	CONS	SERV/IBL	CHARGE	SERVICE INFO
191-5360-00	ARRARS	1,199.50	7279	8856	15770	1210-103 SW	1,182.75	STEP: 01
GOSHEN CHRISTIAN CHURCH	100-103 WT	378.14				1220-103 SB	23.49	STEP: 01
2133 BERKEY AVE						1130-103 FP	13.00	STEP: 01
						1300-100 GT	8.33	STEP: 01
						1110-103 WB	7.95	STEP: 01
						1120-103 MC	0.00	**SUSPENDED**
						1221-103 SB	0.00	STEP: 01
						PENALTY	161.37	
								TOTAL 2,812.16

*** END OF REPORT ***



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

September 26, 2024

To: Board of Public Works and Safety
From: Brandy L. Toms
Subject: Amend Agreement with Cathy's Cleaning to add GPD training center

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

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

Weekly Cost	Monthly Cost	Additional Cleaning Services (per hour)	Total Approximate Yearly Cost
\$105.00	\$455.00	\$40.00	\$5,460.00

Cleaning services with Cathy's Cleaning shall commence the first week after execution of the agreement by all parties.

It is recommended that the Board approve and authorize Mayor Leichty to execute an Agreement Amendment with Cathy's Cleaning Service to extend cleaning services to include the GPD Training Center at an estimated yearly cost of \$5,460.00.

Suggested motions:

Move to approve and authorize Mayor Leichty to execute an Agreement Amendment with Cathy's Cleaning Service to extend cleaning services to include the GPD Training Center at an estimated yearly cost of \$5,460.00.

AMENDMENT NO. 2

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

ADDING GOSHEN POLICE TRAINING CENTER

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

RECITALS

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

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

SECTION 1. Scope of Services

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

- (A) Service Provider shall provide City cleaning services at the Goshen Police Training Center location according to the specifications outlined in the attached document marked as Exhibit A.
- (B) Cleaning services shall commence one (1) time per week on Wednesday between the hours of 11am and 12 pm.
- (C) Additionally, Service Provider will perform window washing and carpet cleaning at an additional cost.
- (D) Parties agree that any services requested beyond the cleaning specified in the attached exhibit will be billed at a rate of \$40.00 per man hour in addition to the quoted weekly rate.
- (E) City agrees to provide all paper products, trash bags, and hand soaps needed. Cathy's Cleaning will provide all cleaning supplies.

SECTION 2. Effective Date; Term

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

2.02 Cleaning services shall start the first week after effective date.

SECTION 3. Compensation

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

Weekly Cost	Monthly Cost	Additional Cleaning Services (per hour)	Total Approximate Yearly Cost
\$105.00	\$455.00	\$40.00	\$5,460.00

SECTION 4. Original Agreement

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

SECTION 5. Authority to Execute

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

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

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

Cathy's Cleaning

Gina Leichty, Mayor

Kara Trimmer

Date Signed: _____

Date Signed: _____

EXHIBIT A



August 19, 2024

Police Training Center
713 E Lincoln Ave.
Goshen, IN 46528

Dear Mr. Miller,

Thank you for giving us the opportunity to bid on the Police Training Center. Cathy's Cleaning Service is an established business in Kosciusko County. Beginning with just a few residential clients over twenty years ago, our staff now services over a hundred residential and commercial clients. Cathy's Cleaning has proudly served several clients for over fifteen years.

As a thriving business, Cathy's Cleaning works on staying current on industry standards and procedures. We utilize floor care specialists that are IICRC certified for floor care. Our business is insured and bonded with Erie Business Insurance. We can provide copies upon request. All employees are covered under worker's compensation. The company is also a member of Cleaning for a Reason.

References:

Interra Bank: Annette Stauffer, 574-534-2506, ext.7412

Elkhart County Community Corrections: Karen Chandler 574-534-2210 ext. 20238

DJ Construction: Rem Yoder, 317-363-3830

Tippecanoe Country Club: Stephan Kostecky 574-453-4441

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

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

Building #1 weekly/ Building #2 monthly/ Building #3 quarterly = \$105.00 per clean/weekly total

Scope of Work to Include:

Building #1

Entrance

- Clean glass entry doors
- Vacuum mats
- Sweep and mop floor

2 Offices

- Dust flat surfaces (Please note, we will dust cleared areas only due to privacy issues)
- Empty trash
- Sweep and mop floors

2 Restrooms

- Clean mirrors
- Clean and disinfect sinks, countertops, door handles, light switches, faucets, partition doors, and toilets
- Refill hand soap, paper towels, and toilet paper
- Empty trash
- Sweep and mop floors

2 Break Areas

- Clean tables, chairs, and outside of the refrigerator
- Sanitize countertops and sink
- Clean inside and outside of the microwave
- Clean coffee maker
- Empty trash
- Sweep and mop floor

Upstairs Meeting Room

- Dust flat surfaces (Please note, we will dust cleared areas only due to privacy issues)
- Clean tables and chairs as needed
- Empty trash
- Vacuum mats
- Sweep and mop floors

Sweep and mop stairs as needed

Clean training mats with special cleaner under 1st floor break area sink as needed

Building # 2

2 Restrooms

- Clean mirrors
- Clean and disinfect sinks, countertops, door handles, light switches, faucets, partition doors, and toilets
- Refill hand soap, paper towels, and toilet paper
- Empty trash
- Sweep and mop floors

Building # 3

2 Restrooms

- Clean mirrors
- Clean and disinfect sinks, countertops, door handles, light switches, faucets, partition doors, and toilets
- Refill hand soap, paper towels, and toilet paper
- Empty trash
- Sweep and mop floors

Cleaning will be done once a week on Monday, Tuesday, or Wednesday between 7am-12pm. Cleaning will be done the same day each week. The Police Training Center agrees to provide all paper products, trash bags, and hand soaps needed. Cathy's Cleaning will provide all cleaning supplies.

Window washing and carpet cleaning are also available at an additional cost.

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



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

September 26, 2024

To: Board of Public Works and Safety
From: Brandy Toms, Paralegal
Subject: Award Bid for purchase and installation of a diesel generator for the Hilltop Booster Station and approve purchase agreement with L& M Electric, Inc.

The City solicited sealed bids for the purchase and installation of a diesel generator for the Hilltop Booster Station in accordance with Indiana Code § 5-22-8-3. Sealed bids were opened by the Board of Public Works & Safety on August 29, 2024. Below is a summary of the bids received:

Vendor	Per Unit Price	Trade-In Offer	Total Bid
L&M Electric, Inc	\$103,167.00	\$1,500.00	\$101,667.00
Elevated Power, Inc.	\$132,859.91	\$ 500.00	\$132,359.91
Michiana Contracting, Inc.	\$169,910.00	\$ 500.00	\$169,410.00
Buckeye Power Sales Co., Inc	\$ 57,717.00	No offer made	\$ 57,717.00

Water and Sewer requests awarding the bid to L&M Electric, Inc for the purchase and installation of a diesel generator for the Hilltop Booster Station as the lowest responsive and responsible bidder.

Suggested Motion:

Move to award the bid for the purchase and installation of a diesel generator for the Hilltop Booster Station to L&M Electric, Inc as the lowest responsive and responsible bidder.

Move to approve and authorize Mayor Leichty to execute the purchase agreement with L& M Electric, Inc. for the purchase and installation of a diesel generator for the Hilltop Booster Station.

AGREEMENT WITH L&M ELECTRIC, INC

PURCHASE AND INSTALLATION OF ONE (1) DIESEL GENERATOR SET

THIS AGREEMENT is entered into on _____, 2024, which is the last signature date set forth below, by and between **L& M Electric, Inc.** (“Contractor”), whose mailing address is 2702 Elkhart Road, Goshen, Indiana 46526, 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:

CONTRACTOR DUTIES

City shall purchase from Contractor one (1) diesel generator set, which is more particularly described in Contractor’s August 29, 2024 proposal attached as Exhibit A (hereinafter referred to as “Duties”). In addition to the purchase of the generator, Contractor agrees to the installation as more particularly described in Contractor’s August 29, 2024 proposal previously referenced.

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.

PURCHASE; TRADE-IN ALLOWANCE

(A) Subject to the terms and conditions set forth in this Agreement, Supplier shall provide to City the items, goods, materials, or equipment (hereinafter referred to as “Supplies”) as specified in accordance with the attached Specifications entitled “Detailed Specifications” attached as Attachment A.

If applicable, any trade-in, scrap or core value allowance shall be credited to purchase price.

(B) In the event of any conflict between the terms of this Agreement and the terms contained in the Specifications (Attachment A) or Supplier’s Proposal (Attachment B), the documents shall be given precedence in order as listed (this Agreement first, Specifications second, and Proposal third).

DELIVERY

(A) Supplier agrees to deliver all supplies within forty (40) calendar days from the effective date of this agreement.

(B) The Supplies shall be delivered FOB Destination to the following address:

City of Goshen Water and Sewer
308 N. 5th Street
Goshen, IN 46528

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

(C) Delivery date shall be the date the complete items, goods, materials, or equipment (“Supplies”), installed and/or ready to operate (if applicable), has been delivered to City. To be accepted, the Supplies must successfully pass an inspection by City. The inspection shall include an operational test (if applicable) to ensure the Supplies meet both the specifications and are operable. Unless otherwise noted in the specifications, the inspection will be completed within fifteen (15) calendar

days of the delivery date. Unless otherwise noted in the specifications, the warranty for the Supplies shall become effective on the date of acceptance. Acceptance also requires the delivery of all manuals, ownership papers, and a certificate of origin, if required, for the Supplies.

EFFECTIVE DATE; TERM

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City.

COMPENSATION

City agrees to compensate Supplier for the Supplies provided in accordance with Supplier's proposal the sum of \$101,667. This compensation is based on a purchase price of \$103,167 for the Supplies and installation and a trade in allowance of \$1,500.

PAYMENT

- (A) 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 Water & Sewer Department
308 N. 5th Street
Goshen, IN 46528
- (B) 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.
- (C) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

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.

LICENSING/CERTIFICATION STANDARDS

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

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.

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.

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.

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.

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.

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 work 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.

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

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.

DEFAULT

- (A) If Contractor fails to perform the work 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 work 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 work described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

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 work completed 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.

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:

L&M Electric, Inc.
Attention: Cory Fowler
2702 Elkhart Road
Goshen, IN 46526

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.

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.

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.

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 work. Failure to do so maybe deemed a material breach of agreement.

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.

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.

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.

ENTIRE AGREEMENT

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

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

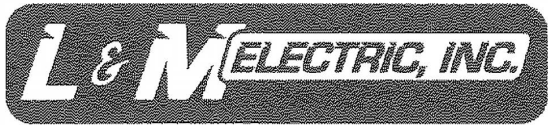
L&M Electric, Inc.

Gina Leichty, Mayor

Cory Fowler, President

Date: _____

Date: _____



2702 Elkhart Rd, Goshen IN 46526
Phone (574) 533-4633 Fax (574) 534-8323

PROPOSAL

TO: City of Goshen
Water & Sewer Department
308 N. 5th Street
Goshen, IN 46528
(574) 534-5701
E-Mail: marvshepherd@goshencity.com

DATE: 08/29/2024

ATTN: MARV

WE ARE PLEASED TO PROVIDE A QUOTE FOR THE FOLLOWING PROJECT:
HILLTOP 150KW GENERATOR REPLACEMENT

DESCRIPTION OF WORK:

PRICE #1

NEW GENERAC GENSET INSTALLATION

- SUPPLY AND CONNECT A TEMPORARY 480/277V 150KW GENERATOR WHILE THE EXISTING GENERATOR IS BEING REPLACED
- DISCONNECT, REMOVE AND DISPOSE OF EXISTING GENERAC 150KW GENERATOR AND ATS
- INSTALL (1) 400A 480/277V 3PH 4W AUTOMATIC TRANSFER SWITCH WITH 250A BREAKER ADJACENT TO EXISTING CT CABINET
- REWORK EXISTING CONTROL WIRING AS REQUIRED TO NEW ATS
- INSTALL (1) GENERAC 150KW 480/277V DIESEL GENERATOR AS SPECIFIED
- INSTALL UNDERGROUND CONDUIT AND WIRE FROM ATS TO GENERATOR LOCATION AS REQUIRED FOR POWER AND CONTROLS
- REWORK EXISTING CONDUIT AND WIRE BETWEEN CT CABINET, NEW ATS AND EXISTING 200A DISCONNECT AS REQUIRED
- INSTALL (1) SURFACE MOUNT 21-LIGHT REMOTE ANNUNCIATOR
- INSTALL (1) SURFACE MOUNT EMERGENCY STOP BUTTON
- START-UP AND TRAINING

TOTAL COST FOR THIS PROJECT \$ 103,167.00

PRICE #2
EXISTING GENERATOR SCRAP VALUE

ESTIMATED SCRAP VALUE OF CURRENT 150KW GENERAC GENSET
TO BE CREDITED TO OWNER

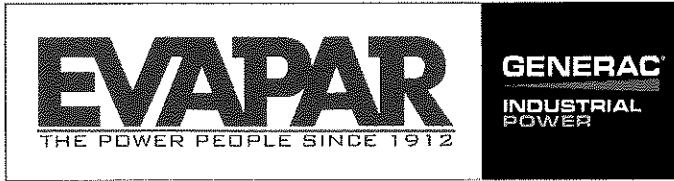
TOTAL DEDUCT FOR PRICE #2 <\$ 1,500.00>

NOTES:

TAX NOT INCLUDED
GENERAC GENSET INCLUDED IN THIS QUOTE
EXISTING CONCRETE PAD TO BE REMOVED BY OWNER
NEW CONCRETE GENERATOR PAD TO BE INSTALLED BY OWNER
A SCHEDULED OUTAGE BY NIPSCO WILL BE REQUIRED FOR THE
COMPLETION OF THIS PROJECT
DIESEL FUEL TO BE SUPPLIED BY OWNER AND WILL BE REQUIRED
PRIOR TO START-UP
QUOTE INCLUDES ONE MONTH (FOUR WEEKS) STANDBY RATE FOR
TEMPORARY GENERATOR RENTAL ONLY. IF THE TEMPORARY
GENERATOR IS REQUIRED TO RUN, A COST OF \$2,950.00 PER
5-DAY WORK WEEK WILL BE INCURRED
THE TEMPORARY GENERATOR WILL BE DELIVERED WITH A FULL
TANK OF FUEL. ANY DIESEL FUEL REQUIRED FOR
TEMPORARY GENERATOR USE WILL BE BILLED AT THE
CURRENT DIESEL FUEL COST
SPECIFICATIONS CALL FOR 72 dBA AT 23'. THE ENCLOSURE BEING
QUOTED HAS A SOUND RATING OF 75 dBA AT 23'
REMOTE ANNUNCIATOR AND E-STOP LOCATIONS INSIDE BUILDING
TBD BY OWNER

Submitted by	Date	Accepted by	Date
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Thank you for considering L&M Electric Inc. for your electrical project



Fort Wayne Branch
 3810 Concept Court
 Fort Wayne, IN 46808
 Ph: 260-497-7406
 Fax: 260-497-7483

To:	Estimator	Quotation #:	SH08222024-2
		Date:	8/22/2024
		Ref:	Goshen Hilltop-SD150-400Amp ATS

We are pleased to quote the following new equipment for your consideration:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 6.7L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 150 kW Rating, wired for 277/480 VAC Three Phase, 60 Hz
- With Upsized 200kW Alternator
- Permanent Magnet Excitation
- UL2200
- EPA Certified
- SCAQMD
- Level 2 Acoustic Enclosure, Aluminum
 - Baked-On Powder Coat Finish
- 150 MPH Wind Load Certified
- DSE G8601 Digital Genset Controller
 - Meets NFPA 99 and 110 requirements
 - Temp Range -30 to +50 deg C
 - UL6200
 - CE
 - High-Resolution 240 X 128 Pixel Display
 - Integral LCD Display Heater
 - IP65 (front)
 - Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch
 - Advanced PLC Functionality
 - 2 RS485 Ports, 2 USB Ports, 1 Ethernet Port, and 1 CANbus Port
 - Engine Sensors: Oil Pressure, Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage and Charge Current, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp, Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and

- Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
 - Programmable I/O
 - Built-in PLC for special applications
- Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
- Isochronous Governor
 - Digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable
- 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection (I2T Function)
- Configurable Timers
- Integrated SNMP
- DSENet (Expansion Support)
- 2 and 3-wire start controls for any industrial grade transfer switch
- DSE G8601 Digital Genset Controller
 - Meets NFPA 99 and 110 requirements
 - Temp Range -30 to +50 deg C
 - UL6200
 - CE
 - High-Resolution 240 X 128 Pixel Display
 - Integral LCD Display Heater
 - IP65 (front)
 - Auto/Manual/Off key switch, Alarm Indication, Not in Auto Indication, audible alarm, emergency stop switch
 - Advanced PLC Functionality
 - 2 RS485 Ports, 2 USB Ports, 1 Ethernet Port, and 1 CANbus Port
 - Engine Sensors: Oil Pressure, Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage and Charge Current, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp, Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor
 - Digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable

- 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection (I2T Function)
- Configurable Timers
- Integrated SNMP
- DSENet (Expansion Support)
- 2 and 3-wire start controls for any industrial grade transfer switch
- 21 Light Remote Annunciator, Surface Mount
- Remote Emergency Stop Switch, Break-Glass, shipped loose
- Primary MLCB, 80% rated thermal-magnetic
 - 250 amp
- Alternator Strip Heater
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Air Filter Restriction Indicator
- Engine Coolant Heater, 1500W
- 120V GFCI and 240V Outlet
- I/O Expansion Module
- 3 Owner's Manuals
- 324 Gallon Subbase Fuel Tank
- OFPV
- 5 Gallon Spill Box
- 1 Hour factory load testing at reactive (0.8) power factor
- 5-Year Comprehensive Warranty

Quantity 1 - Automatic Transfer Switch consisting of the following features and accessories:

- 400 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2-Wire Start Circuit
- 3 Owner's Manuals
- Double Set of Form C Aux Cont
- IBC Seismic Certified
- Specific Breaker
- Withstand and Close-On Rating - 65kA Specific Breaker
- Enclosure Heater
- IO Board - 4 Inputs, 4 Outputs
- UL Listed 1008 by ETL
- Controller and Circuit Breaker Covers, Padlockable, Black
- NEMA 3R Enclosure
- Service Entrance Rated
- Specific Breaker
- In Phase Only Transfer
- Standard two year basic warranty

Notes:

1. The specifications call for 72 dBA at 23'. The enclosure being provided has a sound rating 75 dBA at 23'.
2. Evapar has included up to 90 days of storage for the proposed equipment once it has completed manufacturing. After 90 days storage fees will be added to the above proposal monthly.

Acceptance of above Proposal

Signature

Date

Name and Title

PO

Price Includes:

- 1) Prints, drawings and manuals
- 2) Battery, Oil, and Antifreeze
- 3) Freight Allowed-FOB: Factory, unloaded by others
- 4) Start up, Test, and Training after Installation
 - * Start Up covers One Day (1) on site during normal business hours.
 - If additional trips or time is required for reasons beyond our scope, then additional charges may apply.

Notes:

- 1) Applicable Taxes NOT Included
- 2) Installation NOT Included
- 3) Fuel NOT Included
- 4) Shipment: 12-16 Weeks After Receipt of Order**
- 5) Terms: Net 30 Days with Approved Credit
- 6) Additional 3% fee on any Credit Card Payments.
- 7) Above proposal is valid for 30 days.

Scott Hobson

CC: Ryan Burke

Product Specifications

Diesel Generator & Automatic Transfer Switch

This specification covers diesel-fueled generator sets that are rated at 150.0 KW and operating at up to 600VAC. Optional text to describe digital controls which are optimized for paralleling applications is included. The paralleling features described are appropriate for automatic paralleling with other generator sets on an isolated bus, as well as for utility paralleling applications. The codes and standards that are referenced are typical for North American applications.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The City is looking for a Diesel Genset 60hz 150 kW that will meet the needs outlined below. Along with an Automatic Transfer Switch (ATS).

1.3 DEFINITIONS

- A. Emergency Standby Power (ESP): Per ISO 8528: The maximum power available during a variable electrical power sequence, under the stated operating conditions, for which a generating set is capable of delivering in the event of a utility power outage or under test conditions for up to 200 hours of operation per year with the maintenance intervals and procedures being carried out as prescribed by the manufacturers. The permissible average power output (Ppp) over 24 hours of operation shall not exceed 70 percent of the ESP unless otherwise agreed by the RIC engine manufacturer.

Operational Bandwidth: The total variation from the lowest to highest value of a parameter over the range of conditions indicated, expressed as a percentage of the nominal value of the parameter.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of packaged engine generator indicated. Include rated capacities, operating characteristics, and furnished specialties and accessories. In addition, include the following:
 - 1. Thermal damage curve for generator.
 - 2. Time-current characteristic curves for generator protective device.
 - 3. Sound test data, based on a free field requirement.
- B. Shop Drawings: Detail equipment assemblies and indicate dimensions, weights, and location and size of each field connection.
 - 1. Dimensioned outline plan and elevation drawings of engine-generator set and other components specified.
 - 2. Wiring Diagrams: Control interconnection, Customer connections.
- C. Certifications:

1. Submit statement of compliance which states the proposed product(s) is certified to the emissions standards required by the location for EPA, stationary emergency application.

1.5 INFORMATIONAL SUBMITTALS

A. Source quality-control test reports.

1. Certified summary of prototype-unit test report. See requirements in Part 2 "Source Quality Control" Article Part A. Include statement indicating torsional compatibility of components.
2. Certified Test Report: Provide certified test report documenting factory test per the requirements of this specification, as well as certified factory test of generator set sensors per NFPA110 level 1.
3. List of factory tests to be performed on units to be shipped for this Project.
4. Report of exhaust emissions and compliance statement certifying compliance with applicable regulations.

B. Warranty:

1. Submit manufacturer's warranty statement to be provided for this Project.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Manufacturer Qualifications: A qualified manufacturer. Maintain, within 100 of Project site, a service center capable of providing training, parts, and emergency maintenance repairs.
- C. Source Limitations: Obtain packaged generator sets and auxiliary components through one source from a single manufacturer.
- D. Comply with NFPA 37 (Standard For the Installation and Use of Stationary Combustion Engines and Gas Turbines).
- E. Comply with NFPA 70 (National Electrical Code. Equipment shall be suitable for use in systems in compliance to Article 700, 701, and 702).
- F. Comply with NFPA 110 (Emergency and Standby Power Systems) requirements for Level 1 emergency power supply system.
- G. Comply with UL 2200.

1.7 PROJECT CONDITIONS

- A. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:
 1. Ambient Temperature: 0.0 degrees F
 2. Relative Humidity: 0 to 95 percent.
 3. Altitude: Sea level to 1000.0 feet (304.8 m).

1.8 WARRANTY

- A. Base Warranty: Manufacturer shall provide base warranty coverage on the material and workmanship of the generator set for a minimum of twenty-four (24) months for Standby product.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: The basis for this specification Cummins Power Generation. Approved equals may be considered if equipment performance is shown to meet the requirements herein.

2.2 ENGINE-GENERATOR SET

- A. Factory-assembled and -tested, engine-generator set.
- B. Mounting Frame: Maintain alignment of mounted components without depending on concrete foundation; and have lifting attachments.
 - 1. Rigging Information: Indicate location of each lifting attachment, generator-set center of gravity, and total package weight in submittal drawings.
- C. Capacities and Characteristics:
 - 1. Power Output Ratings: Electrical output power rating for Standby operation of not less than 150.0, at 80 percent lagging power factor, 277/480, Series Wye, Three phase, 3 -wire, 60 hertz.
 - 2. Alternator shall be capable of accepting maximum 607.0 kVA in a single step and be capable of recovering to a minimum of 90% of rated no load voltage. Following the application of the specified kVA load at near zero power factor applied to the generator set.
 - 3. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of components. The engine-generator nameplate shall include information of the power output rating of the equipment.
- D. Generator-Set Performance:
 - 1. Steady-State Voltage Operational Bandwidth: 0.5 percent of rated output voltage from no load to full load.
 - 2. Transient Voltage Performance: Not more than 20 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within 5 seconds. On application of a 100% load step the generator set shall recover to stable voltage within 10 seconds.
 - 3. Steady-State Frequency Operational Bandwidth: 0.25 percent of rated frequency from no load to full load.
 - 4. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
 - 5. Transient Frequency Performance: Not more than 15 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within 5 seconds. On application of a 100% load step the generator set shall recover to stable frequency within 10 seconds.
 - 6. Output Waveform: At full load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for any single harmonic. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50.
 - 7. Sustained Short-Circuit Current: (For engine-generator sets using a PMG-excited alternator). For a 3-phase, bolted short circuit at system output terminals, system shall

supply a minimum of 300 percent of rated full-load current for not less than 8 seconds without damage to generator system components. For a 1-phase, bolted short circuit at system output terminals, system shall regulate both voltage and current to prevent over-voltage conditions on the non-faulted phases.

8. Start Time: Comply with NFPA 110, Level 1, Type 10, system requirements.
9. Ambient Condition Performance: Engine generator shall be designed to allow operation at full rated load in an ambient temperature under site conditions, based on highest ambient condition. Ambient temperature shall be as measured at the air inlet to the engine generator for enclosed units, and at the control of the engine generator for machines installed in equipment rooms.

2.3 ENGINE

- A. Fuel: ASTM D975 #2 Diesel Fuel
- B. Rated Engine Speed: 1800RPM.
- C. Lubrication System: The following items are mounted on engine or skid:
 1. Lube oil pump: shall be positive displacement, mechanical, full pressure pump.
 2. Filter and Strainer: Provided by the engine manufacturer of record to provide adequate filtration for the prime mover to be used.
 3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.
- D. Engine Fuel System: The engine fuel system shall be installed in strict compliance to the engine manufacturer's instructions
- E. Main Fuel Pump: Mounted on engine. Pump ensures adequate primary fuel flow under starting and load conditions.
- F. Coolant Jacket Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for Level 1 equipment for heater capacity and performance.
 1. Designed for operation on a single 120 VAC, Single phase, 60Hz power connection. Heater voltage shall be shown on the project drawings.
 2. Installed with isolation valves to isolate the heater for replacement of the element without draining the engine cooling system or significant coolant loss.
 3. Provided with a 12VDC thermostat, installed at the engine thermostat housing
- G. Governor: Adjustable isochronous, with speed sensing. The governing system dynamic capabilities shall be controlled as a function of engine coolant temperature to provide fast, stable operation at varying engine operating temperature conditions. The control system shall actively control the fuel rate as appropriate to the state of the engine generator. Fuel rate shall be regulated as a function of starting, accelerating to start disconnect speed, accelerating to rated speed, and operating in various isochronous states.
- H. Cooling System: Closed loop, liquid cooled
 1. The generator set manufacturer shall provide prototype test data for the specific hardware proposed demonstrating that the machine will operate at rated standby load in an outdoor ambient condition of.

2. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
 3. Size of Radiator overflow tank: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.
 4. Expansion Tank: Constructed of welded steel plate and rated to withstand maximum closed-loop coolant system pressure for engine used. Equip with gage glass and petcock.
 5. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.
 6. Duct Flange: Generator sets installed indoors shall be provided with a flexible radiator duct adapter flange.
- I. Muffler/Silencer: Selected with performance as required to meet sound requirements of the application, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements. For generator sets with outdoor enclosures the silencer shall be inside the enclosure.
- J. Air-Intake Filter: Engine-mounted air cleaner with replaceable dry-filter element and restriction indicator.
- K. Starting System: 12V, as recommended by the engine manufacturer; electric, with negative ground.
1. Components: Sized so they will not be damaged during a full engine-cranking cycle with ambient temperature at maximum specified in Part 1 "Project Conditions" Article.
 2. Cranking Cycle: As required by NFPA 110 for level 1 systems.
 3. Battery Cable: Size as recommended by engine manufacturer for cable length as required. Include required interconnecting conductors and connection accessories.
 4. Battery Compartment: Factory fabricated of metal with acid-resistant finish.
 5. Battery-Charging Alternator: Factory mounted on engine with solid-state voltage regulation. The battery charging alternator shall have sufficient capacity to recharge the batteries with all parasitic loads connected within 4 hours after a normal engine starting sequence.
 6. Battery Chargers: Unit shall comply with UL 1236, provide fully regulated, constant voltage, current limited, battery charger for each battery bank. It will include the following features:
 - a. Operation: Equalizing-charging rate based on generator set manufacturer's recommendations shall be initiated automatically after battery has lost charge until an adjustable equalizing voltage is achieved at battery terminals. Unit shall then be automatically switched to a lower float-charging mode and shall continue to operate in that mode until battery is discharged again.
 - b. Automatic Temperature Compensation: Adjust float and equalize voltages for variations in ambient temperature from minus 20 deg C to plus 40 deg C to prevent overcharging at high temperatures and undercharging at low temperatures.
 - c. Automatic Voltage Regulation: Maintain constant output voltage regardless of input voltage variations up to plus or minus 10 percent.

- d. Safety Functions: Sense abnormally low battery voltage and close contacts providing low battery voltage indication on control and monitoring panel. Sense high battery voltage and loss of ac input or dc output of battery charger. Either condition shall close contacts that provide a battery-charger malfunction indication at system control and monitoring panel.
- e. Provide LED indication of general charger condition, including charging, faults, and modes. Provide a LCD display to indicate charge rate and battery voltage. Charger shall provide relay contacts for fault conditions as required by NFPA110.
- f. Enclosure and Mounting: NEMA, Type 1, wall-mounted cabinet.

2.4 FUEL OIL STORAGE

- A. Comply with NFPA 30.
- B. Sub Base-Mounted Fuel Oil Tank: Provide a double wall secondary containment type sub base fuel storage tank. The tank shall be constructed of corrosion resistant steel and shall be UL 142 listed and labeled. The fuel tank shall include the following features:
 - 1. Capacity: Fuel for 24 Hour(s) continuous operation at 100 percent rated power output.
 - 2. Tank rails and lifting eyes shall be rated for the full dry weight of the tank, genset, and enclosure.
 - 3. Electrical stub up(s)
 - 4. Normal & emergency vents
 - 5. Lockable fuel fill
 - 6. Mechanical fuel level gauge
 - 7. High and low level switches to indicate fuel level
 - 8. Leak detector switch
 - 9. Sub base tank shall include a welded steel containment basin, sized at a minimum of 110% of the tank capacity to prevent escape of fuel into the environment in the event of a tank rupture.
 - 10. Fill port with overfill prevention valve (OFPV)
 - 11. 5-gallon fill/spill dam or bucket
 - 12. Tank design shall meet the regional requirements for the Project location
 - 13. Shall have a 4-20 Milliamp signal for fuel monitoring purposes.

2.5 CONTROL AND MONITORING

- A. Engine generator control shall be microprocessor based and provide automatic starting, monitoring, protection and control functions for the unit.
- B. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of generator set. When mode-selector switch is switched to the on position, generator set starts. The off position of same switch initiates generator-set shutdown. (Switches with different configurations but equal functions are acceptable.) When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation

of the local (generator set-mounted) and/or remote emergency-stop switch also shuts down generator set.

- C. Manual Starting System Sequence of Operation: Switching on-off switch on the generator control panel to the on position starts generator set. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation of the local (generator set-mounted) and/or remote emergency-stop switch also shuts down generator set.
- D. Configuration: Operating and safety indications, protective devices, system controls, engine gages and associated equipment shall be grouped in a common control and monitoring panel. Mounting method shall isolate the control panel from generator-set vibration. AC output power circuit breakers and other output power equipment shall not be mounted in the control enclosure.
- E. Indicating and Protective Devices and Controls: As required by NFPA 110 for Level 1 system, and the following:
 - 1. AC voltmeter (3-phase, line to line and line to neutral values).
 - 2. AC ammeter (3-phases).
 - 3. AC frequency meter.
 - 4. Ammeter-voltmeter displays shall simultaneously display conditions for all three phases.
 - 5. Emergency Stop Switch: Switch shall be a red “mushroom head” pushbutton device complete with lock-out/tag-out provisions. Depressing switch shall cause the generator set to immediately stop the generator set and prevent it from operating.
 - 6. Fault Reset Switch: Supply a dedicated control switch to reset/clear fault conditions.
 - 7. DC voltmeter (alternator battery charging).
 - 8. Engine-coolant temperature gauge.
 - 9. Engine lubricating-oil pressure gauge.
 - 10. Running-time meter.
 - 11. Generator-voltage and frequency digital raise/lower switches. Rheostats for these functions are not acceptable. The control shall adjustment of these parameters in a range of plus or minus 5% of the voltage and frequency operating set point (not nominal voltage and frequency values.) The voltage and frequency adjustment functions shall be disabled when the paralleling breaker is closed.
 - 12. Fuel tank derangement alarm.
 - 13. Fuel tank high-level shutdown of fuel supply alarm.
 - 14. AC Protective Equipment: The control system shall include over/under voltage, reverse kVAR over current, loss of voltage reference, and over excitation shut down protection. There shall be a overload warning, and overcurrent warning alarm.
 - 15. Status LED indicating lamps to indicate remote start signal present at the control, existing shutdown condition, existing alarm condition, not in auto, and generator set running.
 - 16. A graphical display panel with appropriate navigation devices shall be provided to view all information noted above, as well as all engine status and alarm/shutdown conditions (including those from an integrated engine emission control system). The display shall

also include integrated provisions for adjustment of the gain and stability settings for the governing and voltage regulation systems.

17. Panel lighting system to allow viewing and operation of the control when the generator room or enclosure is not lighted.
 18. Data Logging: The control system shall log the latest 20 different alarm and shut down conditions, the total number of times each alarm or shutdown has occurred, and the date and time the latest of these shutdown and fault conditions occurred.
 19. DC control Power Monitoring: The control system shall continuously monitor DC power supply to the control, and annunciate low or high voltage conditions. It shall also provide an alarm indicating imminent failure of the battery bank based on degraded voltage recover on loading (engine cranking).
- F. Common Remote Audible Alarm: Comply with NFPA 110 requirements for Level 1 systems. Include necessary contacts and terminals in control and monitoring panel.
1. Overcrank shutdown.
 2. Coolant low-temperature alarm.
 3. Control switch not in auto position.
 4. Battery-charger malfunction alarm.
 5. Battery low-voltage alarm.
 6. Overspeed Shutdown alarm
- G. Remote Alarm Annunciator: Comply with NFPA 110. An LED labeled with proper alarm conditions shall identify each alarm event and a common audible signal shall sound for each alarm condition.
- H. Remote Emergency-Stop Switch: Flush; wall mounted, unless otherwise indicated; and labeled. Push button shall be protected from accidental operation.

2.6 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

- A. Comply with NEMA MG 1.
- B. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.
- C. Electrical Insulation: Class H
- D. Temperature Rise: 120 / Class H environment.
- E. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, over speed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.
- F. Permanent Magnet Generator (PMG) shall provide excitation power for optimum motor starting and short circuit performance.
- G. Enclosure: Drip-proof.
- H. Voltage Regulator: SCR type, separate from exciter, providing performance as specified. The voltage regulation system shall be microprocessor-controlled, full wave rectified, and provide a pulse-width modulated signal to the exciter. No exceptions or deviations to these requirements will be permitted.
- I. Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.

- J. Subtransient Reactance: 15 percent maximum, based on the rating of the engine generator set.

2.7 OUTDOOR GENERATOR-SET ENCLOSURE

- A. Description: Weather Aluminum housing. Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Instruments, control, and battery system shall be mounted within enclosure.
- B. Construction:
 - 1. Hinged Doors: With padlocking provisions. Restraint/Hold back hardware to prevent door to keep door open at 180 degrees during maintenance. Rain lips over all doors.
 - 2. Exhaust System:
 - a. Muffler Location: Within enclosure.
 - 3. Hardware: All hardware and hinges shall be stainless steel.
 - 4. Wind Rating: Wind rating shall be 150 mph
 - 5. Mounting Base: Will be done by city personnel once the bid is awarded and the specs for the concrete and conduit are given to city personnel.
 - 6. A weather protective enclosure shall be provided which allows the generator set to operate at full rated load with a static pressure drop equal to or less than 0.5 inches of water.
- C. Engine Cooling Airflow through Enclosure: Housing shall provide ample airflow for engine generator operation at rated load in an ambient temperature of 40 deg C.
 - 1. Louvers: Fixed-engine, cooling-air inlet and discharge.
- D. Sound Performance: Reduce the sound level of the engine generator while operating at full rated load to a maximum of 72 dBA measured at any location 7 m from the engine generator in a free field environment.
- E. Site Provisions:
 - 1. Lifting: Complete assembly of engine generator, enclosure, and sub base fuel tank (when used) shall be designed to be lifted into place as a single unit, using spreader bars.

2.8 VIBRATION ISOLATION DEVICES

- A. Vibration Isolation: Generators installed on grade shall be provided with elastomeric isolator pads integral to the generator, unless the engine manufacturer requires use of spring isolation.

2.9 FINISHES

- A. Indoor and Outdoor Enclosures and Components: Powder-coated and baked over corrosion-resistant pretreatment and compatible primer. Manufacturer's standard color or as directed on the drawings.

2.10 SOURCE QUALITY CONTROL

- A. Prototype Testing: Factory test engine-generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.
 - 1. Tests: Comply with NFPA 110, Level 1 Energy Converters. In addition, the equipment engine, skid, cooling system, and alternator shall have been subjected to actual prototype tests to validate the capability of the design under the abnormal conditions noted in NFPA110. Calculations and testing on similar equipment which are allowed under NFPA110 are not sufficient to meet this requirement.

- B. Project-Specific Equipment Tests: Before shipment, factory test engine-generator set manufactured specifically for this Project. Perform tests at rated load and power factor. Include the following tests:
1. Test engine generator set manufactured for this Project to demonstrate compatibility and functionality.
 2. Full load run.
 3. Maximum power.
 4. Voltage regulation.
 5. Steady-state governing.
 6. Single-step load pickup.
 7. Simulated safety shutdowns.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with packaged engine-generator manufacturers' written installation, application, and alignment instructions and with NFPA 110.
- B. Equipment shall be installed by the contractor in accordance with final submittals and contract documents. Installation shall comply with applicable state and local codes as required by the authority having jurisdiction. Install equipment in accordance with manufacturer's instructions and instructions included in the listing or labeling of UL listed products.
- C. Installation of equipment shall include furnishing and installing all interconnecting wiring between all major equipment provided for the on-site power system. The contractor shall also perform interconnecting wiring between equipment sections (when required), under the supervision of the equipment supplier.
- D. Installer must provide a backup generator that must be at least 150kw until new install is complete. This site cannot be down for consecutive days if a power outage occurs during installation.
- E. Equipment shall be installed on concrete housekeeping pads. Equipment shall be permanently fastened to the pad in accordance with manufacturer's instructions and seismic requirements of the site.
- F. Equipment shall be initially started and operated by representatives of the manufacturer. All protective settings shall be adjusted as instructed by the consulting engineer.
- G. All equipment shall be physically inspected for damage. Scratches and other installation damage shall be repaired prior to final system testing. Equipment shall be thoroughly cleaned to remove all dirt and construction debris prior to initial operation and final testing of the system.
- H. On completion of the installation by the electrical contractor, the generator set supplier shall conduct a site evaluation to verify that the equipment is installed per manufacturer's recommended practice.
- I. Old generator must be removed from site, and disposed up properly, by Bidder upon completion of installation.

3.2 ON-SITE ACCEPTANCE TEST

- A. The complete installation shall be tested to verify compliance with the performance requirements of this specification following completion of all site work. Testing shall be conducted by representatives of the manufacturer, with required fuel supplied by Contractor. The Engineer shall be notified in advance and shall have the option to witness the tests. The generator set manufacturer shall provide a site test specification covering the entire system. Tests shall include:
- B. Prior to start of active testing, all field connections for wiring, power conductors, and bus bar connections shall be checked for proper tightening torque.
- C. Installation acceptance tests to be conducted on site shall include a "cold start" test, a two hour full load (resistive) test, and a one-step rated load pickup test in accordance with NFPA 110. Provide a resistive load bank and make temporary connections for full load test, if necessary.
- D. Perform a power failure test on the entire installed system. This test shall be conducted by opening the power supply from the utility service, and observing proper operation of the system for at least 2 hours. Coordinate timing and obtain approval for start of test with site personnel.

3.3 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.

3.4 SERVICE AND SUPPORT

- A. The generator set supplier shall maintain service parts inventory for the entire power system at a central location which is accessible to the service location 24 hours per day, 365 days per year. The inventory shall have a commercial value of \$3 million or more. The manufacturer of the generator set shall maintain a central parts inventory to support the supplier, covering all the major components of the power system, including engines, alternators, control systems, paralleling electronics, and power transfer equipment. The manufacturer shall maintain model and serial number records of each generator provided for at least 20 years.

The generator set shall be serviced by a local service organization that is trained and factory certified in generator set service. The supplier shall maintain an inventory of critical power system replacement parts in the local service location. Service vehicles shall be stocked with critical replacement parts. The service organization shall be on call 24 hours per day, 365 days per year. The service organization shall be physically located within 50 MILES of the site.



CITY OF GOSHEN LEGAL DEPARTMENT

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To: Board of Public Works and Safety
From: Brandy L. Toms
Subject: Agreement for Placement of AmeriCorps Members
Date: September 26, 2024

Attached for the Board's approval and authorization for Mayor Leichty to execute is an agreement with MACOG for the placement of 4 MSY (member service year) AmeriCorps Members for the 2024-25 Program year to work in the City of Goshen. The City will pay MACOG Fifteen Thousand Dollars (\$15,000.00) per MSY for the AmeriCorps Members assigned to the City.

Suggested Motion:

Approve the AmeriCorps at MACOG Service Site Organization Agreement with MACOG providing 4 AmeriCorps Member Service Years for the 2024-2025 Service Year in the amount of Sixty Thousand Dollars (\$60,000.00) and authorize Mayor Leichty to execute the Agreement.

AmeriCorps at MACOG

SERVICE SITE ORGANIZATION AGREEMENT

This agreement is entered into for the Program Year 2024 – 2025, between the Service Site Organization: [City of Goshen](#) (hereafter referred to as “the Organization”) and the AmeriCorps at MACOG Program (hereafter referred to as “the Program”).

I. Terms of the Contract

- A. AmeriCorps members will begin service on or after September 1, 2024 and complete the required number of service and training hours no later than August 31, 2025 as shown in the chart below.

Member Type	MSY (Member Service Year)	Total Number of Hours	Minimum number of training hours (12%)	Maximum number of training hours (20%)
Full-time	1.0	1700	204	340
Three Quarter Time	0.7	1200	144	240
Half-Time	0.5	900	108	180
Reduced Half-time	0.38	675	81	135
Quarter-Time	0.26	450	54	90
Minimum Time	0.21	300	36	60

II. Program Role and Responsibilities

MACOG will:

- A. Pay AmeriCorps members’ living allowances on a bi-weekly schedule.
- B. Serve as the primary provider of training and technical assistance for members throughout the program year. Such assistance includes:
1. Recruit AmeriCorps members for placement at the Service Site; Service Sites will share the cost of advertising in newspapers for applicants.
 2. Perform criminal background checks on all members.
 3. Develop and implement training sessions, member meetings, and community service projects, and coordinate with the Serve Indiana and Indiana AmeriCorps Director Association for statewide member events;
 4. Conduct Service Site visits with the Program Director at a minimum bi-annually;
 5. Provide uniforms and other service gear for members; and
 6. Provide other support and assistance as needed to Service Sites and members.
- C. Provide an AmeriCorps orientation for members and Service Site staff. Participants will receive information and training on:

1. Instruction on time and activity reporting, and other documentation on AmeriCorps and Program personnel policies and grievance procedures;
 2. The AmeriCorps and the National Service movement and the Program operation, goals and objectives; and
 3. Supervision of members.
- D.** Develop and distribute forms for the effective evaluation and continuous improvement of the program, including time and activity reports, monthly, semi-annual and annual reports, member evaluations, and training session evaluations.
- E.** Maintain and update member service records including logs of hours served and training hours, and all enrollment, eligibility, member agreements, status changes and exit forms as required by the Corporation for National Service.
- F.** Provide accounting and fiscal management services.

III. Service Site Roles and Responsibilities

The Organization agrees to:

- A.** Serve as a Service Site for one or more AmeriCorps members.
- B.** Provide full and complete supervision for the AmeriCorps member(s) assigned in accordance with its own policies and procedures, the policies and procedures of the AmeriCorps at MACOG program and AmeriCorps (Head Quarters). Supervision includes developing a service plan at the beginning of the program year that clearly defines the number of hours of service to be assigned each week, and dates the Service Site will be closed because of holidays or vacations. If the hours to be served will vary because of different programming for the school year and for the summer, this should also be included in the work plan. Each member should receive a copy of the plan and a copy should also be submitted to the Program Director to include in member files.

If the Service Site is not able to provide enough hours for the member to complete the required AmeriCorps terms of service, the Program Director should be informed, and consulted about secondary sites where the member can serve to fulfill requirements.

- C.** Participate in all planning, training, evaluation and reporting activities required by the program to meet the requirements as a grantee of the AmeriCorps Service Site Agreement.
- D.** Complete mid-year and year end evaluations of the organization's assigned member(s), verifying the accuracy of member time and activity reports and monthly reports, and ensuring timely submission of these reports to the Program Director.
- E.** Submit time sheets the week after the completion of each pay period and the monthly reports are due the week following the end of each month.
- F.** Oversee and assist members in timely completion of pre- and post-tests and participant surveys, and to tabulate the results at the end of the program year. Results should then be forwarded to the Program Director.

Failure to meet obligations as a Service Site can lead to termination of service by AmeriCorps members to the organization.

- G. Allow members time off from their Service Site responsibilities to attend the required meetings and training sessions scheduled by the Program which meet the Member Development Performance Measures described in the grant.
- H. Allow members to participate in the Program's community service projects, to meet the environmental stewardship and economic resiliency objectives described in the grant, and allow members to attend the state wide member events.
- I. Pay MACOG those moneys necessary to meet the Program's Service Site Fee for agreed costs as they may apply to the member(s) serving the organization. The Service Site Fee for 2024-2025 is \$15,000 per MSY (Member Service Year). **Federal dollars cannot be used as the source for the cash match.**
- J. Provide insurance coverage necessary to protect the organization and the AmeriCorps member(s) serving it from liability claims and errors and omissions related to service to the organization. Workmen's Compensation coverage will be provided for members through the policies of the fiscal agent.
- K. Provide the first recourse to the member(s) assigned to it for resolution of disputes or grievances related to service with the organization. If resolution is not reached the member and/or the organization will seek the assistance of the Program Director of the AmeriCorps at MACOG Program in reaching resolution of the problem. If it remains unresolved, the member and/or the organization may appeal the issue to the Program Director, the Coordinating Council and the Communications Committee of the Council. If resolution is still not resolved, the member may seek outside mediation or resolution as stated in the Member Grievance Procedures.

Whenever a problem develops related to a member's job performance, the Service Site supervisor should address performance concerns with the member. If the performance doesn't improve, the supervisor should provide the member and the AmeriCorps Program Director with a written statement specifying necessary areas of improvement. If performance doesn't improve, the Program Director should be consulted and meet with the supervisor and the member to resolve the issues. A written statement describing the areas of improvement needed and a setting a probationary period should be signed by all parties. The Service Site should also determine if staff can help the member to improve performance through additional training, instruction or support. At the end of the probationary period a meeting with the member should be set to evaluate performance and if there is no evidence of improvement a decision will be made whether to extend the probationary period, or to terminate the member's placement at that Service Site.

- L. Act at all times in accordance with all applicable state and federal laws and regulations pertaining to AmeriCorps (including the Drug Free Workplace Act) and agrees not to ask members to participate in activities prohibited for AmeriCorps members. Prohibited activities include:
 - 1. In general, performing or assisting in the organization's fund raising activities; however AmeriCorps members may receive direct service credit hours for activities related to fundraising, but only to the extent that those activities satisfy all five of the following:
 - a) Provide immediate and direct support to a specific and direct service activity;

- b) Fall within the program's approved direct service objectives;
 - c) Are not the primary activity of the program;
 - d) Do not involve financial campaigns, endowment drives, solicitation of gifts and bequests, or similar activities designed for the sole purpose of raising capital or obtaining financial contributions for the organization; and
 - e) Do not involve significant amounts of time for any member.
2. Performing or assisting in grant writing except as indicated in the Section V of this Agreement.
 3. Performing clerical or receptionist duties;
 4. Any effort to influence legislation;
 5. Organizing or participating in protests, petitions, boycotts or strikes;
 6. Assisting, promoting, or deterring union organizing; Impairing existing contracts for services or collective bargaining agreements;
 7. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any political office;
 8. Participating in or endorsing, events or activities which are likely to include advocacy for or against political platforms, political candidates, proposed legislation or elected officials;
 9. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious education or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytizing.
 10. Providing a direct benefit to (1) a business organized for profit, (2) a labor union, (3) a partisan political organization, (4) a non profit organization that fails to comply with the restrictions contained in Sec. 501(c) of the Internal Revenue Code of 1986, and (5) an organization engaged in the religious activities described above, unless Corporation assistance is not used to support those religious activities;
 11. Discriminating against any person because of age, race, religion, color, disability, sex, marital status, physical condition, arrest or conviction record, drug abuse, alcohol abuse or alcoholism, developmental disability as defined in s. 51.01(5), sexual orientation, ancestry, or national origin; and
 12. The manufacture, distribution, dispensation, possession, or use of a controlled substance.

M. Abide by the AmeriCorps Provisions 33 (c) regarding non-displacement. The prohibitions are as follows:

1. **Prohibition on displacing an employee or position.** The Grantee may not displace an employee or position, including partial displacement such as reduction in hours, wages or employment benefits, as a result of the use by such employer of a member in a Program or project.
2. **Prohibition on selecting an employee for participation.** The grantee may not select a member who is employed by the Grantee or who was employed by the Grantee in the previous six months, unless the Corporation waives this requirement upon sufficient demonstration of non-displacement.
3. **Prohibition on promotional infringement.** The grantee may not create a community service opportunity that will infringe in any manner on the promotional opportunity of an employed individual.
4. **Prohibition on displacing employee services, duties or activities.** A member in a Program or project may not perform any services or duties, or

engage in activities that would otherwise be performed by an employee, as part of the assigned duties of such employee.

5. **Prohibition on supplanting, hiring or infringing on recall rights.** A member in a Program or project may not perform any services or duties or engage in activities, that:
 - a) Will supplant the hiring of employed workers; or
 - b) Are the services, duties or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. **Other prohibitions.** A member in a Program or project may not perform services or duties that have been performed by or were assigned to any:
 - a) Presently employed worker;
 - b) Employee who recently resigned or was discharged;
 - c) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - d) Employee who is on leave (terminal, temporary, vacation, emergency or sick); or
 - e) Employee who is on strike or is being locked out.

N. No more than 20% of the aggregate of all AmeriCorps member service hours in a Program may be spent in education, training or other non-direct activities.

IV. Standards of Service

AmeriCorps members are expected to conduct themselves and their affairs in a manner that is honest, ethical, and which brings good credit to themselves, the organization they serve, and AmeriCorps. Their service can be terminated for cause, or suspended if they engage in activities in section E, above, or in activities that bring discredit to the AmeriCorps program or the organization they serve, if their performance does not meet acceptable standards of the organization being served, or if they fail to meet their obligations to support activities of the AmeriCorps at MACOG Program. The Service Site and the supervisor are expected to provide oversight concerning such matters for the member(s) assigned, and to be in immediate contact with the Program Director when there is any question concerning member performance or conduct.

V. Fund Raising

A. Approved Member Activities. Members may raise funds directly in support of service activities that meet local, environmental, educational, public safety, homeland security or other human needs. Examples of fund raising activities members may perform include, but are not limited to the following:

- Seeking donations of books from companies and individuals for a program in which volunteers tutor children to read.
- Writing a grant proposal to a foundation to secure resources to support the training of volunteers.
- Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals.
- Securing financial resources from the community to assist a faith-based or community-based organization in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of the faith-based organization.
- Seeking a donation from alumni of the program for specific service

projects being performed by current members.

B. Prohibited Member Activities. A member's service activities may not include the following:

- Raising funds for his or her living allowance.
- Raising funds for an organization's operating expenses or endowment.
- Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service.
- Writing grant applications for funding provided by any other federal agencies.

VI. Authorization

The Service Site Organization and MACOG hereby acknowledge by their signatures that they have read, understood, and agreed to the terms of this document.

For the Service Site Organization:

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

For MACOG:

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____



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

September 26, 2024

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Agreement with Thomas Tree Care, LLC as the Goshen City Forestry Liaison

It is recommended that the Board approve and authorize Mayor Leichty to execute the attached agreement with Thomas Tree Care, LLC as the Goshen City Forestry Liaison. Thomas Tree Care, LLC will be paid no more than \$40,140 from the remainder of 2024 through the end 2026 for these services.

Suggested Motion:

Approve and authorize the authorize Mayor Leichty to execute the agreement with Thomas Tree Care, LLC as the Goshen City Forestry Liaison at a cost not to exceed \$40,140 from the remainder of 2024 through the end 2026 for these services.

AGREEMENT WITH THOMAS TREE CARE, LLC AS GOSHEN CITY FORESTRY LIAISON

THIS AGREEMENT is entered into on _____, 2024, which is the last signature date set forth below, by and between **Thomas Tree Care, LLC** (“Consultant”), whose mailing address is 309 Hackett Road, Goshen, Indiana 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”).

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

Section 1. Consultant Duties

Consultant shall serve as the City’s Forestry Liaison Consultant which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to perform specific consultation work in predetermined disadvantaged communities (hereinafter referred to as “Duties”). Consultant’s Duties under this agreement include:

- (A) The Consultant will work as a Forestry Liaison Consultant for the City of Goshen. Work will be done in areas geographically located in predetermined disadvantaged community Block Groups. All billable hours are required to be in these areas.
- (B) The Consultant will work with businesses and organizations to encourage tree planting and proper maintenance, food forest establishment, invasive removal, and planting of native habitats to expand wildlife corridors. Businesses and organizations include established brick-and-mortar businesses in Goshen or businesses and organizations that provide environmental services to local companies and organizations.
- (C) The Consultant shall focus primarily on recommending native species and perennial species. Some exceptions exist for human-edible plants that produce edible fruits or seeds, such as pears, apricots, or other fruit-bearing trees, especially in Food Forest establishments. All plants should be appropriate for the northern Indiana climate. The Consultant will provide arborist expertise as a certified arborist. The Consultant is not providing landscape architecture services or recommendations that would imply such.
- (D) The Consultant will document each of these successes in a spreadsheet format (provided by the City) with corresponding pictures and signature documentation (provided by the City). For example, documentation will include:
 - 1. Number of trees planted by organization name, date, species, caliper size, address, funding
 - 2. Acres of trees planted (mass planting), by organization name, date, species, caliper size, address, funding
 - 3. Area (sf or acreage) of native planting, by organization name, funding, date, species type or mix, size (plugs or seed), address, funding
 - 4. Number of volunteers working on a project
 - 5. Volunteers recruited for the Environmental Resilience Department by name
 - 6. Food Forests installed by organization name, date, address, species, funding
 - 7. Provide signed pledges to protect trees
 - 8. Provide signed Wildlife Habitat pledge

9. Business and organizations that were met with, name, address, contact information, actions pledged, follow up done.
- (E) Consultant shall not recommend or work on a project as liaison with a client planning to plant or planting invasive plants as determined by invasive species lists in Indiana, Ohio, Michigan, and Illinois.
 - (F) Consultant shall maintain records for four years after the close of the grant.
 - (G) The Consultant will be paid by hours worked and keep a log with reasonable detail regarding activities.
 - (H) The Consultant shall promote the City of Goshen Forestry goals and objectives, including aggressively increasing urban canopy, educating on tree care and maintenance, planting other carbon sinks such as native prairie, increasing wildlife habitat and corridors, and increasing ecological diversity.
 - (I) Consultant shall use information and materials that the City provides on tree care, pruning and maintenance, tree selection and planting, resources for native restoration. Consultant will not use other materials unless they have been approved in writing by the City.
 - (J) The Consultant shall keep records, leads, and contacts to provide the City of Goshen and American Forests with documentation of accomplishments, deliverables, and evidence of disadvantaged community status quarterly and supplement as requested. The City will meet with the Forestry team monthly to review progress and discuss monthly goals and revise methodology as needed. The monthly meeting will be planned in advance and occur during normal business hours, typically Monday thru Friday from 7:30 am – 3:00 pm.

Section 2. Grant Principles

Per the grant agreement between City of Goshen and American Forests, entered in on July 2, 2024, incorporated herein by reference, Consultant must incorporate the following principles in the duties of Consultant throughout the term of this agreement:

- (A) Promote the importance of post-planting care and maintenance in growing healthy urban forest canopies.
- (B) Participate in educational programs for landscapers, private landowners and businesses on invasive species and promotional campaigns on the negative consequences of those invasive species in the nursery trade (like Callery Pear and Burning Bush).
- (C) Connect people to forests, especially land-use decision makers, and coordinate education, training and technical assistance.
- (D) Support the creation of “food forests” in Indiana, especially those that use primarily native species and connect large numbers of people to trees and forests.
- (E) Significantly increase the size of Indiana’s urban forest canopy by developing community assistance programs and tools focusing on local governments partnering with stakeholders, including citizen scientists, volunteers, universities, and nonprofit organizations and private enterprise, to preserve and grow the urban canopy by policy implementation, low-impact development, maintaining existing trees, and planting new trees.

- (F) Significantly increase the size of Indiana’s urban forest canopy by developing community assistance programs and tools focusing on local governments partnering with stakeholders, including citizen scientists, volunteers, universities, and nonprofit organizations and private enterprise, to preserve and grow the urban canopy by policy implementation, low-impact development, maintaining existing trees, and planting new trees.
- (G) Promote the use of trees and urban forests in reducing carbon dioxide emissions, mitigating existing CO2, and meeting CO2/air quality goals where municipalities have set them.
- (H) Promote the benefits of native large canopy tree planting in meeting community tree canopy goals and supporting wildlife.
- (I) Make a special effort to engage women and minorities in Forest Action Plan strategies and to develop more diversity among natural resource professionals in Indiana. Especially seek to encourage connection to forests and trees among the most urban aspects of Indiana society.

Section 3. 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 three (3) years and will include 2024, 2025, and 2026 only.
- (C) This agreement is in no way subject to a continuation in term and cannot be renewed, extended or amended in terms.

Section 4. Compensation

- (A) City agrees to compensate Consultant as follows for performing all Duties:

Maximum of 300 hours in 2024 at a rate of \$37.50 per hour	Total billable hours \$11,250
Maximum of 450 hours in 2025 at a rate of \$39.00 per hour	Total billable hours \$17,550
Maximum of 280 hours in 2026 at a rate of \$40.50 per hour	Total billable hours \$11,340
TOTAL BILLABLE HOURS	\$40,140

- (B) There is no expense account associated with this work.

Section 5. Payment

- (A) Consultant will invoice the City monthly within fifteen days of the end of the month.
- (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 Department of Environmental Resilience
410 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) 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.

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 Consultant

- (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. Confidentiality Clause

- (A) **Confidential Information.** Consultant acknowledges that during the course of services, it may gain access to confidential information of City. "Confidential Information" includes, but is not limited to, all information relating to City's business, finances, operations, employees, and any documents, data, or materials marked as confidential or that a reasonable person would understand to be confidential.
- (B) **Non-Disclosure.** Consultant agree to hold in confidence all Confidential Information and shall not disclose such information to any third party without the prior written consent of City. Consultant shall use the Confidential Information only for the purpose of performing the services under this Agreement and shall take all reasonable precautions to protect the confidentiality of such information, using at least the same degree of care that it uses to protect its own confidential information of a similar nature.

- (C) **Exceptions.** This obligation of confidentiality shall not apply to information that:
- (1) Was already known to the Recipient(s) at the time of disclosure, without any obligation of confidentiality;
 - (2) Becomes publicly known through no fault of the Recipient(s); or
 - (3) Is independently developed by the Recipient(s) without access to Confidential Information.

Consultant may also disclose Confidential Information to the extent required by law or by a valid court order, provided Consultant gives City prompt written notice of such requirement and uses commercially reasonable efforts to cooperate with City in obtaining a protective order or other confidential treatment.

- (D) **Injunctive Relief.** In the event of any breach or threatened breach of this Section City shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity, to prevent or restrain such breach.
- (E) **Employee Obligations.** Consultant agrees to take all reasonable steps to ensure that its employees and agents are aware of and comply with the terms of this Section. Consultant shall be responsible for any breach of this Section by its employees or agents.

Section 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. Termination

- (A) The agreement may be terminated in whole or in part, at any time, by mutual sixty (60) days 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 18. 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:
Thomas Tree Care, LLC
Attention: Steve Thomas
309 Hackett Road
Goshen, IN 46528

Section 19. Subcontracting or Assignment

Consultant shall not subcontract or assign any right or interest under the agreement.

Section 20. Amendments

No modification or amendment to the terms and conditions of the agreement shall be permitted.

Section 21. 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 22. 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 23. 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 24. 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 25. 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 26. Entire Agreement

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

Section 27. 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

Thomas Tree Care, LLC

Gina Leichty, Mayor

Steve Thomas, Owner

Date Signed: _____

Date Signed: _____



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

September 26, 20024

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Agreement with Goshen Fiber Network for IT services necessary to connect Goshen Police Training Center to the City network.

It is recommended that the Board approve and authorize Mayor Leioichty to execute the attached agreement with Goshen Fiber Network for IT services necessary to connect Goshen Police Training Center to the City network. This agreement allows for a continuation of services for three (3) years at a cost of \$6,660 for the entire term.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the agreement with Goshen Fiber Network for IT services necessary to connect Goshen Police Training Center to the City network at a cost of \$6,660 for the three (3) year term.



**METRO FIBER NETWORK SERVICES PROPOSAL
VLAN POINT TO POINT CIRCUIT**

FOR

CITY OF GOSHEN

713 E Lincoln Ave.
Goshen, IN 46528

PHONE: NA

PROPOSAL:	COG2
PREPARED BY:	Steven S Edwards
DATE:	September 20, 2024

This quote is good for **10 business days** starting **September 20, 2024**

Proposal No: COG

T E R M S O F A G R E E M E N T

Detail of Services

- 1) **The City of Goshen to have an Ethernet handoff at both ends for the supplied NON-INTERNET VLAN transport circuit.**
- 2) **The GFN to supply equipment for said Ethernet handoff in the facility of their choice that is already on the GFN network. The Municipal Building would seem like a logical location for said hand off.**
- 3) Customer is responsible for all equipment network or otherwise beyond the termination point(s) installed by the Goshen Fiber Network.
- 4) This quote is for services included herein, and for the term selected on the signature page. Prices include all access charges and surcharges; **EXCLUDING SALES TAX**. This agreement, over its term may reflect a change in the tax rate and the customer will be responsible for those taxes regardless if the tax rate were to go up or down during the term.
- 5) We will provide installation and support of our own equipment. We will provide you with voice and data services support, wherein the request for support involves our services, and/or the request is within the scope of our business or service offerings.
- 6) We will provide pertinent information to you or your vendor in order to make our data services function properly. This may include username and password information when appropriate, IP information when appropriate, and any other configuration information that we deem necessary or appropriate.
- 7) We do not support the hardware/software of another vendor.

Design and Implementation Fee

- 8) See line #3.

Security & Privacy Issues

- 9) We are a service provider. We recommend that you discuss your computing environment, network structure and network security with your hardware/software vendor, or internal IT/MIS personnel.
- 10) We will put forth our best effort to maintain our underlying network security for data systems, services, and any associated customer information. Under no circumstances do we sell, advertise, or solicit for sale our customer lists, customer addresses, telephone or contact information

Installation Schedule

- 11) Immediate.

Billing

- 12) The Goshen Fiber Network bills for services one month in advance. Your initial billing will include installation fees, prorated service charges for first month beginning on in-service date, and service charges for one month in advance.
- 13) Under the terms of this agreement, pricing is subject to change. However, we guarantee that your monthly recurring charges as proposed on this agreement will not increase during the term of this contract

Term

- 14) The term of this agreement shall commence upon execution of this document. The agreement shall continue for the term option selected on the signature page of this document.

Termination

- 15) Once the term of this agreement has been fulfilled, you may cancel service upon providing 30 days written notice of their intent to do so and pay no cancellation fee.



This quote is good for **10 business days** starting **September 20, 2024**

Proposal No: COG2

T E R M S O F A G R E E M E N T

Early Termination

16) The Goshen Fiber Network will charge an early termination fee if the customer terminates services provided by us, with or without written notice, prior to the expiration of the contract term. If the service is terminated prior to the end of the term, the customer will be obligated to pay one-half of the normal monthly recurring billing for remainder of the unfulfilled term, plus; a \$600 fee for any failure to return customer premise equipment installed by the Goshen Fiber Network. The Goshen Fiber Network will coordinate the removal of equipment with the customer, so the \$600 equipment fee will be waived as long as the customer works with the Goshen Fiber Network to coordinate the removal. As an example, a customer working with GFN on equipment removal and having 6 months remaining on a 24 month contract which bills \$800 per month will see an early termination penalty of \$2400 (6 months multiplied by \$800 per month multiplied by 1/2).

Default

17) You shall be deemed to be in default under this agreement upon any failure to pay any amount due within thirty (30) days after the same shall be due; upon the occurrence of a default, we may, at our option with 14 days prior written notice to you, terminate all services being provided under this agreement.

Additional Information

18) Feel free to contact me if you have any other questions on this proposal, or if there are any modifications that you require.

Best Regards,



Steven S Edwards
Executive Vice President
Goshen Fiber Network

Proposal No. COG2

I have read and understand the terms and conditions of this proposal, and hereby authorize this work as outlined for:

Terms 3 Year Term

Accepted By: _____

Print Name: Gina Leichty, Mayor Date: September 26, 2024



This quote is good for 10 business days starting **September 20, 2024**

Proposal No: COG2

100 MB SYMMETRICAL POINT-TO-POINT TRANSPORT – 3-YEAR TERM

Line	Qty	Description/Item	NON-RECURRING		MONTHLY RECURRING	
			Per Item	Subtotal	Per Item	Subtotal
POINT TO POINT TRANSPORT SERVICES						
1	1	Node Access			\$ 50.00	\$ 50.00
2	1	100 MB Symmetrical Transport Circuit			135.00	135.00
HARDWARE/INSTALLATION FEES						
3	2	New Termed Contract Execution Fees	NC	NC		
		TOTAL		NC		\$ 185.00





**COMMUNITY DEVELOPMENT BLOCK GRANT
CITY OF GOSHEN**

204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 533-9370 • Fax (574) 533-8626 • TDD (574) 534-3185
theresacummings@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety
FROM: Theresa Cummings, Community Development Specialist
DATE: September 26, 2024
RE: Approval of 2024 Community Development Block Grant (CDBG) Agreements

Please approve and authorize the Mayor to sign the following CDBG agreements and CBDO (Community Based Development Organization) agreement for Program Year 2024:

Planning Grant (for neighborhood outreach):

Lacasa, Inc. \$7,000

Public Service Grants:

Boys and Girls Clubs of Elkhart County – Goshen Club \$5,325
Council on Aging of Elkhart County \$5,325
Elkhart County Clubhouse \$4,325
Goshen Interfaith Hospitality Network \$16,000
Maple City Health Care Center, Inc. \$5,325
Walnut Hill Early Childhood Center \$13,325

Housing Grants:

Owner Occupied Rehab - Lacasa, Inc. \$43,500
Homeownership Assistance – Lacasa, Inc. \$49,500
Multi Family Rehab – Lacasa, Inc. (CBDO) \$135,363

Planning, Public Service, and Housing Grants Total \$341,988

The planning grant will be used for neighborhood outreach. The public service grants will be used to fund access to early childhood education, daily nutrition programs, mental health support, senior transportation, and primary healthcare. The housing grants will be used to fund the ongoing owner-occupied housing rehab program, homeownership assistance, and a CBDO project for rehabilitation of 16 affordable multi-family housing units.

A sample public service agreement is attached.

Suggested motion: To approve and authorize the Mayor to sign the CBDO and CDBG agreements for Planning, Public Services and Housing activities for Program Year 2024.

CITY OF GOSHEN - COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Program Year 2024: July 1, 2024 – June 30, 2025
Public Service Sub-Recipient Agreement
Boys & Girls Clubs of Elkhart County – Goshen Club

This Agreement is entered into as of the 26th day of September, 2024 between the City of Goshen (herein called the “City”) and the Boys & Girls Clubs of Elkhart County – Goshen Club (herein called the “Sub-recipient”) an Indiana Not-For-Profit Corporation, for the contract period July 1, 2024 through June 30, 2025.

WHEREAS, the City has entered into an Agreement with the United States Department of Housing and Urban Development (HUD) for a Community Development Block Grant (CDBG) under Title I of the Housing and Community Development Act of 1974, as Amended, and;

WHEREAS, said Agreement with HUD provides for the grant of funds to the City for projects and activities principally benefiting persons of low and moderate income, and;

WHEREAS, Sub-recipient desires to carry out a project or program, described in the Scope of Services section of this document, principally for the benefit of low- and moderate-income residents of the City of Goshen and;

WHEREAS, Sub-recipient has requested the assistance of the City, through the Community Development Block Grant Program, in order to carry out the proposed program.

NOW, THEREFORE, Sub-recipient and the City agree as follows:

1. SCOPE OF SERVICES

- A. Sub-recipient agrees that CDBG funds will be used to fund the Daily Nutrition Program, providing nutritionally balanced food, available to all Club members, as outlined in the Public Services Grant Application. The project will be carried out as described in the proposed project details and budget from the application form, a copy of which is attached as Attachment A, which is hereby made a part of this Agreement.
- B. Sub-recipient certifies that the Daily Nutrition Program carried out under this Agreement will meet the LMC, Nature/Location (Low/Moderate Income Limited Clientele, Nature/Location) National Objective.
- C. Sub-recipient agrees that it shall comply with applicable laws and regulations including, but not limited to, those listed in Attachment B, which is hereby made a part of this Agreement.
- D. Sub-recipient agrees that it shall provide a written quarterly report within five days of the end of each quarter or with each payment request within a quarter, and a final written report with the request for final grant payment, or no later than the deadline for final claim submittal if unexpended funds remain. Using the form provided, the report shall detail how funds were used, matching funds used, number and details of project beneficiaries, and any other requested information. A sample form is provided in Attachment C, which is hereby made a part of this Agreement.
- E. The City agrees, on submission of proper reports, claims and verification of costs that it shall reimburse Sub-recipient for up to Five Thousand Three Hundred and Twenty-Five Dollars (\$5,325.00). The City shall have no obligation to reimburse Sub-recipient for any costs incurred in violation of any provision of this Agreement or any applicable law, ordinance or regulation. Claims will be processed per the City's weekly payment procedures for CDBG claims, provided in Attachment D, which is hereby made a part of this Agreement.
- F. All claims for reimbursement under this Agreement shall be submitted to the City no later than the day specified by the CDBG Administrator near the end of the contract period, approximately June 3, 2025, so that all claims can be paid within the contract year.

2. AUDIT COMPLIANCE

The Sub-recipient shall provide the amount of federal funds expended in the Sub-recipient's fiscal year, as requested by the City. If the Sub-recipient expends \$1,000,000 or more of federal funds in a fiscal year, an audit following 2 CFR 200.514 must be conducted and a copy of the audit submitted to the City for review, within 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period, whichever is earlier. Any findings related to CDBG must be cleared by the City.

3. TERMINATION FOR CONVENIENCE

Sub-recipient may terminate this Agreement as to any funds not disbursed by providing notice to the City, however, Sub-recipient's service and reporting requirements shall continue. The notice of termination shall specify the reason for the termination of Agreement and the date when the Agreement shall be terminated. If the Sub-recipient chooses to terminate this Agreement after part of the funds have been drawn, the Sub-recipient must continue to comply with all other parts of this Agreement.

4. TERMINATION FOR NONCOMPLIANCE

If the City determines Sub-recipient is in noncompliance with this Agreement the City may take the following corrective actions: temporarily withhold cash payments, disallow all or part of the activity or action in noncompliance, wholly or partly suspend or terminate the current award, withhold further awards, or take other remedies that may be legally available. If Sub-recipient is found to be in noncompliance the City will provide a time and place for a hearing with the Sub-recipient at which time the Sub-recipient may appeal its suspension. The Sub-recipient must request in writing a hearing for noncompliance. Costs incurred by the Sub-recipient during suspension or following termination of an award are not allowable unless the City expressly authorizes them in the notice of suspension or termination. Other Sub-recipient costs during suspension or following termination which are necessary and not reasonably avoidable are allowed if, and, in the case of a termination, are non-cancelable, the costs result from obligations which were properly incurred by the Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancelable, and, the costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect. Notice of suspension or termination shall be given by the City to the Sub-recipient in writing. The Sub-recipient shall have the right to appeal the suspension or termination in writing and must do so within 15 days of notice from the City.

5. EQUIPMENT

In the event that any funds provided under this Agreement are used for the purchase of equipment, Sub-recipient shall comply with applicable federal regulations with regard to the disposition of such equipment when it is no longer needed for the program per 2 CFR Part 200. Unless federal rules require otherwise, it is hereby agreed that the City's percentage interest in equipment shall be the amount of funds provided by the City divided by the total cost of the equipment incurred over the term of this Agreement.

6. PROVISIONS IN CASE OF DEFAULT

Sub-recipient's obligations under this Agreement shall be extended for an additional year in the event Sub-recipient fails to provide evidence in reports provided for in paragraph 1.D that the Sub-recipient's programs are of benefit principally to low- and moderate-income residents of the City of Goshen. In the event that the Sub-recipient fails to provide such evidence for a period of two years, Sub-recipient shall be in default of this Agreement. The Sub-recipient shall reimburse the City in an amount equal to the funds provided.

7. RECORDS

Sub-recipient shall maintain records adequate to identify and account for all costs pertaining to this Agreement and such other records as may be required by statute, rule or regulation. These records shall be maintained for a period of four (4) years after project completion and shall be made available to the City and authorized federal agencies.

8. NOTICES

Notices will be considered sufficient if sent by certified mail or delivered in person to:

City:
CDBG Administrator
City of Goshen
204 E Jefferson, Suite 4
Goshen, IN 46528

Sub-recipient:
Tami Hicks, President & CEO
Boys and Girls Clubs of Elkhart County
306 Crescent St, PO Box 614
Goshen, IN 46527-0614

Executed as of the date first written above.

CITY OF GOSHEN

by: _____
Gina Leichty, Mayor

by: _____
Tami Hicks, President & CEO

ATTACHMENT A: GRANT APPLICATION PROJECT DETAILS

1. Briefly describe the proposed project to receive CDBG funds. Include the need or problem to be addressed, the population (or area) to be served, a description of the work, including who will carry it out, and the proposed schedule of work, including the proposed timing of requests for CDBG funds.

The Boys & Girls Club is a full-service youth development agency providing programs in the core program areas:

- Health & Life Skills
- Education & Career Development
- Character & Leadership Development
- The Arts
- Sports, Fitness, & Recreation

In addition to these core areas, a variety of activities for children 6-18 years old are provided daily. The Club provides a fun atmosphere in which to learn and grow and give members, most of whom come from low-income families, the opportunity to enjoy field trips and activities their families might not otherwise be able to afford. The kitchen has the capacity to serve 130 members at a time. During the summer months and on school recesses it is used for breakfast, snacks, and lunch service while during the school year only dinner and snack, as needed, are served. The space has allowed for learning opportunities in the culinary arts as well as opening the space during non-mealtime for other program activities. The education wing includes a library, computer lab, STEAM room, and space for homework assistance and tutoring. After school attendance during 2023 averaged over 300 members per day with a building capacity of 400 members.

The Club's academic assistance programs are among the most important, as academic success is often a deciding factor for whether children can complete and further their education and successfully enter the workforce as adults. Studies show our organization has come to experience first-hand, that children are better able to concentrate on their studies when not dealing with the issue of hunger. Each snack and meal consist of whole grain, protein, vegetables, and/or fruits, and dairy products as appropriate. On days when dinner is served, the meal is available for all youth in the building during the 2-hour serving time. The same is true when snacks are served. The goal of the meal program is to make sure that all children and youth attending Boys & Girls Clubs have access to healthy snacks and meals. These snacks and meals are always provided to members at no cost. The purchase of the food, the preparation, and the serving is done by Boys & Girls Clubs staff who are trained and certified by the Indiana Department of Education and the Elkhart County Health Department. Most Club members benefiting from the Daily Nutrition Program reside in low/moderate income households. The snacks and meals made available often provide a significant portion of the child's total daily nutrition.

2. Complete the line item budget for the proposed project and provide details on how reimbursed costs will be calculated.

Item Description	Total Amount	CDBG Funds	Other Funds
a. Food	\$130,000	\$7,500	\$122,500
b. Non-Food Supplies	\$10,000		\$10,000
c. Operational Labor	\$44,454.45		\$44,454.45
d. Program Administration	\$19,472.88		\$19,472.88
e. General Overhead	\$13,000		\$13,000
TOTALS	\$216,972.33	\$7,500	\$209,472.33

- a. Food – Cost is estimated from a historical average of food purchases over the last few years. Adjustments have been made to account for rising food prices, attendance increases, as well as the addition of daily snack service (in 2023, only dinner was served).
- b. Non-Food – Same as above
- c. Operational Labor –
 - Food Program Manager – 30 hours/week x 48 weeks x \$22.03/hr = \$31,723.20
 - Food Program Assistant – 25 hours/week x 35 weeks x \$14.55/hr = \$12,731.25

- d. Program Administration -
 - Food Program Manager – 10 hours/week x 48 weeks x \$22.03 = \$10,574.40
 - Grant Program Supervisor – 1 hour/week x 48 weeks x \$29.19 = \$1,401.12
 - Program Manager – 6.5 hours/week x 48 weeks x \$24.03 = \$7,497.36
 - e. General Overhead- Cost based estimate including custodial, utilities, and insurance based on the size of the café/kitchen in relation to the building.
3. List the source and amount of other sources of funding, including matching funds and in-kind contributions, expected to be used to support this project. For in-kind contributions, such as volunteer labor, please include the number of hours and dollar value (\$10 per hour) of the volunteer hours.

Other revenue sources include:

- Indiana Department of Education’s Child and Adult Care Food Program (CACFP) and Summer Food Service Program (SFSP). Support is anticipated to be \$160,000 in 2024.
 - Goshen Noon Kiwanis - \$5,000.00
 - Any additional funds will come from the Boys & Girls Club’s operating budget which comes from the annual fundraising campaign and other fundraising endeavors and grants.
4. Describe how the project will meet one or more of the following objectives:
- 1) Suitable Living Environment;
 - 2) Decent Affordable Housing; or
 - 3) Creating Economic Opportunities (see attached Outcome Performance Measurement information sheet).

The Daily Nutrition Program comes under the objective: Suitable Living Environment, by addressing the issue of hunger and nutrition in the daily living environment of boys and girls who are members of the Boys & Girls Clubs of Elkhart County – Goshen Unit. We have long known that for some of our members the food provided by the club is the only nourishment they receive outside their daily school lunch. Even when food is offered in the homes of these members, it is often the processed, pre-packaged food typically found in neighborhood convenience stores. When children are not distracted by hunger issues, they are more able to concentrate on their academic efforts and other life-enhancing programs offered by the Club

5. Using the objective(s) identified above, describe how the project will meet one or more of the following outcomes: 1) Availability/Accessibility; 2) Affordability; or 3) Sustainability: Promoting Livable or Viable Communities (see attached Outcome Performance Measurement information sheet).

The Daily Nutrition Program meet the outcome of Availability/Accessibility and Affordability. Snacks and dinners are prepared and are available to each child who attends the Boys & Girls Clubs at no cost. During the 2024 summer program the Club will offer nutritious breakfasts, lunches, and snacks each day. During the school year dinners and snacks will be served. The kitchen, renovated in 2017, can seat 130 members at once and an industrial kitchen is available to prepare fresh, nutritious meals and snacks for all members. Dinners will not be available during the summer session as the Club program closes earlier than during the school year. Club membership is open to all youth ages 6-18 years and is \$30 per year. The fee may be waived for families in cases of financial hardship.

ATTACHMENT B

Standard Contract Attachments

I. Administrative Requirements

II. Personnel and Participant Conditions

III. Environmental Conditions

I. Administrative Requirements

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the National Objective of the CDBG program of benefiting low/moderate income persons;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or their designees for review upon request.

4. Disclosure

The Sub-recipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service, and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Close-Outs

The Sub-recipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), final close-out reports and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including

program income.

6. Audits and Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Sub-recipient audits and, as applicable, 2 CFR Part 200.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report on a monthly basis all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the US Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

3. Payment Procedures

The City will pay to the Sub-recipient funds available under this contract, based upon information submitted by the Sub-recipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Sub-recipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Sub-recipient.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provide herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

3. Travel

The Sub-recipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

II. Personnel and Participant Conditions

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with all local and State of Indiana civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (PL 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Equal Opportunity

1. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term “minority and female business enterprise” means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2. Access to Records

The Sub-recipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker’s representative of the Sub-recipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs II.A., Civil Rights, and B., Equal Opportunity, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or contractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kickback Act (18 USC 874 *et seq.*) and its implementing regulations of the US Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Sub-recipient and any of the Sub-recipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Sub-recipient and any of the Sub-recipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income

persons residing in the metropolitan area in which the project is located.”

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications
The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining Agreement, or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts
The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

- 1. Assignability
The Sub-recipient shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 2. Subcontracts
 - a) Approvals
The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such Agreement.
 - b) Monitoring
The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c) Content
The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in

and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the USC.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

- a) The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered person who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Sub-recipient, the City, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly;
- d) Lobbying Certification:
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file

the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

III. Environmental Conditions

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 USC, 7401 *et seq.*
- Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

IV. General Conditions

A. Responsibilities

The Grantee will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the Grantee does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR part 52.

- B. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.



QUARTERLY / FINAL REPORT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Program Year 2024: July 1, 2024 through June 30, 2025
Report Due with Each Claim Submitted or a Minimum of
October 22, 2024, January 14, 2025, April 15, 2025, and June 3, 2025
Final Report Due with Claim for final payment

ORGANIZATION: _____

DATE OF REPORT: _____

FOR TIME PERIOD: _____

SUBMITTED BY (PRINT NAME WITH TITLE): _____

SIGNATURE: _____

CDBG CLAIM AMOUNT: \$ _____

ACCOMPLISHMENTS

BRIEFLY DESCRIBE PROJECT ACTIVITIES AND ACCOMPLISHMENTS IN REPORTING PERIOD:

MATCHING FUNDS AND IN-KIND CONTRIBUTIONS USED WITH CDBG GRANT (AMOUNT & SOURCE):

TOTAL NUMBER OF BENEFICIARIES: _____

BREAKDOWN NUMBER OF BENEFICIARIES BY RACE:

- WHITE:** _____
- BLACK/AFRICAN AMERICAN:** _____
- ASIAN:** _____
- AMERICAN INDIAN:** _____
- MULTI-RACIAL:** _____
- OTHER (PLEASE SPECIFY):** _____

HISPANIC ORIGIN: _____

INCOME QUALIFICATIONS – USE CURRENT HUD INCOME GUIDELINES OUTLINED ON NEXT PAGE:

- INDIVIDUALS WITH INCOME ≤30% OF MEDIAN:** _____
- INDIVIDUALS WITH INCOME BETWEEN 31% AND 50% OF MEDIAN:** _____
- INDIVIDUALS WITH INCOME BETWEEN 51% AND 80% OF MEDIAN:** _____
- INDIVIDUALS WITH INCOME MORE THAN 80% OF MEDIAN:** _____

ATTACHMENT D



CITY OF GOSHEN WEEKLY PAYMENT PROCEDURES FOR CDBG CLAIMS
Updated/Effective December 28, 2023

STEP 1 – Tuesday by noon	Submit claim to Community Development Specialist by noon deadline
STEP 2 – Wednesday	Review of claim by Community Development Specialist– please note that incomplete claims will be held until all required information is received
STEP 3 – Thursday	Reporting in HUD’s online system for each claim by Community Development Specialist (this step is required before a claim may be processed)
STEP 4 – Friday – AM	First drawdown authorization by Community Development Specialist
STEP 5 – Friday / Monday	Voucher submitted to Clerk Treasurer’s Office by CDBG staff
STEP 6 – Monday	Second drawdown authorization by Clerk Treasurer’s Office
STEP 7 – Monday 3 PM –	Deadline to turn in vouchers to be processed for Board of Works
STEP 8 – Thursday	Claim approved and signed by Board of Works – all CDBG vouchers must be hand-signed by BOW members
STEP 9 – Monday	Check written by Clerk Treasurer’s Office and mailed

The Board of Works will not meet the third Thursday of every month – any claims submitted during the second week of the month will have to be held for processing until the appropriate time.



**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

FROM: Engineering Department

RE: **CHANGE ORDER NO. 4 FOR 10TH STREET AND DOUGLAS STREET ROAD RECONSTRUCTION (JN: 2022-0037)**

DATE: September 26, 2024

Attached please find Change Order No. 5 for the 10th Street and Douglas Street Reconstruction project.

Change Order No. 5 includes costs related to replacing a existing cast in place structure with a new precast structure and installing 2-10 inch Inserta "T"s. With the additional work, the project schedule will be extended 4 days.

The original contract amount plus additions from Change Order No. 4 was \$4,328,546.08. Change Order No. 5 increases the total contract by \$4,117.00, for a revised contract amount of \$4,332,663.08, which is an increase of 1.97% over the original contract amount. 4 days are being added to the project for the additional work.

Requested Motion: Approve and authorize the Change Order No. 5 for the 10th Street and Douglas Street Reconstruction project in the amount of \$4,117.00, bringing the total Contract to \$4,332,663.08, an increase of 1.97% and extend the project schedule 4 additional days making the final completion date October 4, 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: 10th Street and Douglas Street Road Reconstruction
PROJECT NUMBER: 2022-0037
CONTRACTOR: Niblock Excavating, Inc.

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

There is an existing section of cast in place box structure in the intersection of Plymouth Avenue and 10th Street that are called out in the plans to tie into. It was determined to eliminate the section with cast in place and replace with a new precast structure to eliminate all the existing inlets and plugged off pipes. It was also determined that due to the angle of the proposed storm lines into the existing box structure, it would be difficult to tie into the base wall of the structure cleanly. Niblock will install 2-10inch Inserta "T"s into the existing trunkline and plumb the proposed storm sewer line into the trunkline directly from the structure.

With this additional work, 4 days will be added to the project schedule.

CO5.1	10" Inserta "T" for 24" RCP	1 LS	@ \$1,117.00	-----	\$1,117.00
CO5.2	72" Pre cast w/casting	1 LS	@ \$3,000.00	-----	\$3,000.00

Subtotal - \$4,117.00

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$4,248,803.95
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 4 to <u>5</u>		\$79,742.13
3. Amount of Contract, not including this supplement		\$4,328,546.08
4. Addition/ Reduction to Contract due to this supplement		\$4,117.00
5. Amount of Contract, including this supplemental		\$4,332,663.08
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)		\$83,859.13
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>5</u> (Line 6 divided by Line 1)		1.97%

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 4 calendar days, making the final completion date October 4, 2024.
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 x-2444, 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.

RECOMMENDED FOR ACCEPTANCE



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

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: _____
Becky Hutsell, Redevelopment Director

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

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

Niblock Excavating, Inc.

BY: _____
Signature of authorized representative

Printed

Title



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **NORTH MEADOWS THIRD TOWNHOMES
422 & 424 JOHNSTON STREET
(JN: 2023-2020)**

DATE: September 24, 2024

The owners of 422 and 424 Johnston Street who recently developed new townhomes, had an private sewer lateral crossing Johnston Street to serve an existing townhome. To allow their new townhomes to connect to a public sewer main as required by Ordinance 4333, Goshen Utilities offered to accept the existing sewer lateral and manhole as public infrastructure if the sewer lateral was repaired. The owners repaired the sewer lateral and Goshen Utilities inspected the lateral and deemed the repair sufficient.

On behalf of the owners, Goshen Utilities requests the Board of Public Works and Safety accept 150 linear feet of 6 inch high density polyethylene (HDPE) sewer pipe and one manhole into the wastewater utility's assets. The estimated value of the asset is \$12,000.

Requested Motion: Move to accept 150 linear feet of 6 inch HDPE sewer pipe and one manhole, with an estimated value of \$12,000, from the owners of 422 & 424 Johnston Street as a wastewater utility asset.

City of Goshen
Board of Works & Safety

Gina Leichty, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member

Barb Swartley, Board Member

Orv Myers, Board Member

Jesus Delgado & Adela Delgado
Villas Venecia 420 LLC
1024 Twinflower Dr
Goshen, IN 46526

574-524-0925
delgado.ivan@gmail.com

September 13th, 2024

Goshen Board of Works and Safety
202 S. Fifth Street
Goshen, IN 46528

Attention: Board of Works and Safety

Dear Goshen Board of Works and Safety:

In conjunction with constructing two new townhome structures at 422 and 424 Johnston Street, the Delgado family requests the Board of Works and Safety's accept 150 linear feet of 6-inch high-density polyethylene sanitary sewer pipe and one (1) manhole structure, valued at \$12,000, as public infrastructure. Dedication and acceptance of the sanitary pipe will allow multiple buildings on the site to be connected to a public sewer in compliance with City Ordinance 4333.

Sincerely,

Jesus Delgado & Adela Delgado



Owners

Villas Venecia 420 LLC



**ENGINEERING DEPARTMENT
CITY OF GOSHEN**

204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405
Phone (574) 534-2201 • Fax (574) 533-8626
engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **REQUEST FOR SIGN TO PREVENT THRU TRAFFIC ON N 7TH STREET
(JN 2024-0007)**

DATE: September 26, 2024

The Engineering Department received a request from a resident to install a No Turnaround or Dead End sign on N 7th Street, north of Hilltop Street, due to vehicles turning around in or driving over her yard. Engineering staff noted an existing No Outlet sign that was positioned far enough north of the intersection with Hilltop Street that it may not have been noticeable to entering vehicles. Per Indiana MUTCD standard, No Outlet signs are to be posted as near as possible to the entry of a dead end or no outlet condition, to allow vehicles the opportunity to turn. The request was brought to the September 19 Traffic Commission meeting. The Commission voted unanimously with a positive recommendation to install the No Outlet sign closer to the intersection with Hilltop Street. A map of the area is attached.

Requested Motion: Move to approve the relocation of the No Outlet sign on N 7th Street to a position closer to Hilltop Street.

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

Gina Leichty, Mayor

Barb Swartley, Member

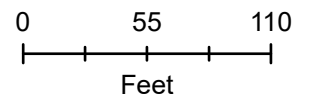
Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



City of Goshen
N Seventh Street



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



**ENGINEERING DEPARTMENT
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **REQUEST TO LIFT TEMPORARY CONSTRUCTION SPEED LIMIT AND REMOVE 30 MPH SIGNS ON EAST COLLEGE AVENUE (JN 2020-0036 & 2024-0007)**

DATE: September 26, 2024

Due to increased construction traffic during the East College Avenue Industrial Development, the Board of Works in May 2023, approved a temporary reduction of the speed limit to 30 MPH along East College Avenue, east of Century Drive to the City limits. Signs reading Speed Limit 30 MPH were posted and existing 45 MPH speed limit signs were bagged. Heavy construction is now complete. Engineering is requesting to remove the 30 MPH signs and temporarily re-establish a speed limit of 45 MPH until speed studies may be completed to determine an appropriate speed limit along this section of East College Avenue. The request was brought to the September 19 Traffic Commission meeting. The Commission voted unanimously with a positive recommendation to remove the 30 MPH signs. A map of the area is attached.

Requested Motion: Move to approve the removal of the 30 MPH speed limit signs on East College Avenue, between Century Drive and eastern City limits, and temporarily return the speed limit to 45 MPH until future speed studies are completed.

**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

Spatial Reference Information
 Name: NAD 1983 StatePlane Indiana East FIPS 1301 Feet
 Projection: Transverse Mercator
 Central Meridian: -85.6667
 Spring 2023 Aerial



Created: 9/16/2024
 by Audrey Land, Project Manager



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

City of Goshen 30 MPH (Construction) and Existing 45 MPH Speed Limit Signs - E College Avenue

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CITY OF GOSHEN**

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **REQUEST TO INSTALL SPEED LIMIT SIGN ON OAK LANE
(JN 2024-0007)**

DATE: September 26, 2024

A Traffic Commission member received a request to install a speed limit sign on Oak Lane, due to vehicles speeding. Oak Lane is a dead-end street, and there is no speed limit currently posted. By Indiana State statute, the maximum speed limit for urban roads is 30 MPH, unless an engineering study determines a different speed limit is appropriate. This request was brought to the September 19 Traffic Commission meeting. It was brought up that Oak Lane had been recently re-surfaced in 2023, after which, speeding is sometimes more common. There is a No Outlet sign and also another sign explaining there is no public access for vehicles to get to Fidler Pond. The Commission voted unanimously with a positive recommendation to install a 30 MPH speed limit sign, but only if it could be mounted with one of the existing signs. After the meeting, Engineering staff confirmed that the 30 MPH speed limit sign would need to be on a separate post, per Indiana MUTCD guidance.

Requested Motion: Move to deny the request to install a speed limit sign on Oak Lane.

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

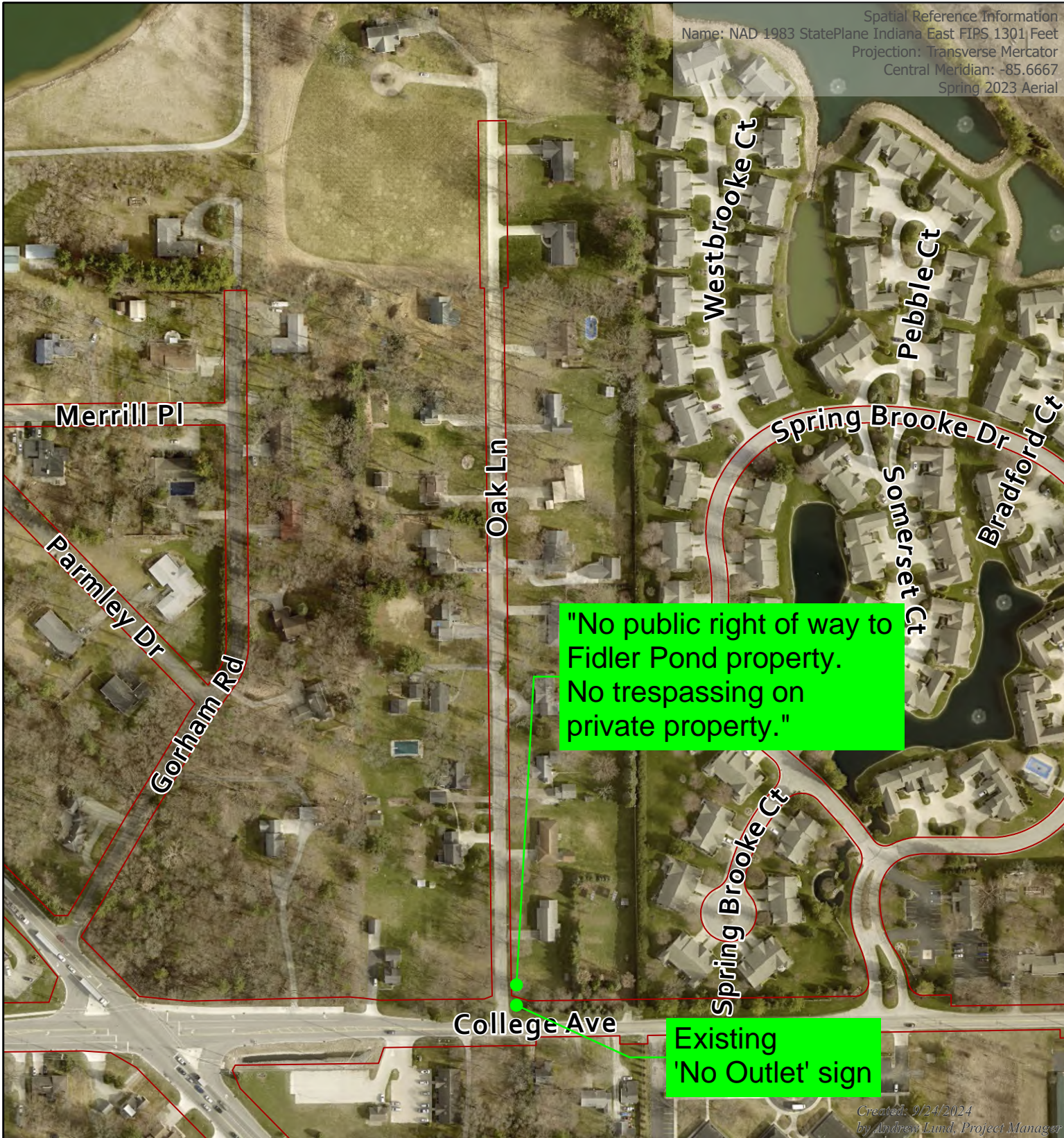
Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



City of Goshen

Oak Lane - Existing No Outlet and No Access Signs



0 75 150
 US Feet

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

Created: 9/24/2024
 by Andrew Lund, Project Manager



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: Board of Public Works, Safety & Stormwater

FROM: Jeffery Weaver, Deputy Clerk-Treasurer

RE: Agreement with Peterson Consulting Services Inc. for GASB 34 Reporting Assistance

DATE: September 26, 2024

The City wishes to contract with Peterson Consulting Services, Inc., to assist the City with its financial reporting related to its capital assets as required by Government Accounting Standards Board Statement No. 34.

The agreement is for a fixed fee of \$5,850.00 plus reimbursable expenses not to exceed \$250.00.

All work is expected to be completed within 90 days from receipt of a notice to proceed.

The Clerk-Treasurer's Office recommends that the Board approve and authorize execution of the agreement with Peterson Consulting Services, Inc.

Suggested Motion: Move to approve and authorize Clerk-Treasurer Aguirre to sign the agreement with Peterson Consulting Services Inc. to assist the City with financial reporting related to capital assets as required by the Government Accounting Standards Board Statement No. 34 for the fixed fee of \$5,850.00 plus reimbursable expenses not to exceed \$250.00.

AGREEMENT

To Provide Assistance with the Reporting Requirements of GASB Statement No. 34

THIS AGREEMENT is entered into on July 15, 2024, between Peterson Consulting Services, Inc., hereinafter referred to as "Consultant", and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City".

WHEREAS, the Board of Public Works and Safety determines it is expedient and in the best public interest to employ professional accounting services for the financing reporting relating to capital assets for fiscal year ending December 31, 2024.

WHEREAS, the City desires to contract with Consultant, and Consultant agrees to assist the City to meet the financial reporting standards related to capital assets as delineated in Government Accounting Standards Board (GASB) Statement No. 34.

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants contained, the parties agree as follows:

CITY'S RESPONSIBILITIES

City shall be responsible for providing complete and accurate information to Consultant. City shall prepare the actual capital assets report.

SCOPE OF SERVICES

Consultant's services under this agreement shall be to provide the following assistance to ensure the City's process of meeting the retroactive financial reporting standards related to capital assets and general infrastructure for the fiscal year ending December 31, 2024 as delineated in GASB Statement No. 34. Consultant shall:

1. Review the necessary policy requirements related to capital assets as to capitalization of assets and potentially enhancing the City's existing Capital Asset Policy;
2. Provide input as to the reporting of capital asset additions;
3. Provide input as to the reporting of capital asset retirements;
4. Assist the preparation of the capital asset worksheets for fiscal year end 2024 for the following asset accounts and functional classifications:
 - Land and rights-of-way
 - Buildings and land improvements
 - Equipment and vehicles
 - Computer software
 - General infrastructure: streets, alleys, bridges, sidewalks, traffic signals and storm sewers.
5. Assist the preparation of the construction-in-progress account for the fiscal year ending December 31, 2024 relating to buildings and general infrastructure.

AGREEMENT

To Provide Assistance with the Reporting Requirements of GASB Statement No. 34

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.

INDEMNIFICATION

Consultant agrees to indemnify, defend, and hold harmless the City, its agents, officers, and employees from any and all liability, obligations, claims actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any act or omission by Consultant or any of their officers, agents, officials, and employees, during the performance of services under this Agreement with the City of Goshen. Such indemnity shall include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

FORCE MAJEURE

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 such as natural disaster or decrees of governmental bodies not the fault of the affected parties.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately, but shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds fourteen (14) calendar days, the party whose ability to perform has not been so affected may by giving written notice, terminate the contract and the other party shall have no recourse.

BREACH

It shall be mutually agreed that if Consultant fails to perform, provide services or comply with the provisions of this Agreement and Consultant is not able to correct the breach within ten (10) calendar days after the City provides written notice to Consultant of such breach, the City may provide or have provided alternative provisions to correct and/or complete the project. If such provisions are made by the City, Consultant shall be responsible for any and all costs that may be incurred for such services, and such amounts shall be deducted from amounts owed to Consultant. If the costs for such services exceed the amounts owed to Consultant, Consultant is liable to reimburse the City for such costs.

Any legal action against Consultant relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the time the defect should have been discovered.

TERMINATION

This Agreement may be terminated, in whole or in part, for a material breach of this contract by either party at the election of the non-breaching party after giving written notice of the breach to the breaching party. If the breach is not cured within ten (10) calendar days after receipt of written notice of such breach, the non-breaching party may terminate the contract. This Agreement may also be terminated at any time by mutual consent of both parties.

AGREEMENT

To Provide Assistance with the Reporting Requirements of GASB Statement No. 34

Upon termination for any reason, the City shall be entitled to the use of all plans, drawings, specifications and other documents pertaining to the project prepared by Consultant under this Agreement.

OWNERSHIP OF DOCUMENTS

The City acknowledges Consultant's documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to Consultant.

ASSIGNMENT

Neither the City nor Consultant shall subcontract or assign any right or interest under the Agreement, including the right to payment, without having prior written approval from the other. Any attempt by either party to subcontract or assign any portion of the Agreement shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

MODIFICATIONS

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of services, completion of services and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the Board of Public Works and Safety. 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.

STATEMENT OF LIMITING CONDITIONS

- Our services are intended to assist your government in reporting its capital assets for financial reporting purposes.
- Consultant's services also include facilitating and establishing and maintaining necessary capital asset information.
- Consultant's services do not constitute an appraisal, opinion, or other attestation. Information provided by you is presumed reliable, reasonably accurate, and complete. We will not undertake an audit or other verification of the information and will not attest to its accuracy or completeness. We assume no responsibility for errors and omissions contained in data we are given.
- Consultant does not generally maintain copies of invoices or other client records that support asset costs paid by client to outside contractors/vendors. The client retains responsibility for maintaining these types of records. We do, however, retain records for asset costs that we develop as part of our engagement work.
- Consultant offers no opinion regarding technical matters including, but not limited to, accounting, appraisal, insurance, engineering, or regulatory issues is offered with this service.

AGREEMENT
To Provide Assistance with the
Reporting Requirements of GASB Statement No. 34

Clients are advised to seek the advice of competent specialized professionals regarding these matters.

- The client retains responsibility for filing its capital assets information with various regulatory agencies.
- When Consultant's work is complete, its work papers and files developed during this service will be retained for a period of three years.

NOTICES

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

Address for notices to the City

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

Address for notices to the Consultant

Peterson Consulting Services, Inc.
Attention: Jon Peterson

Please Note New Address:

512 West Burlington Avenue, Suite 1A
La Grange, Illinois 60525-2284
jon.peterson@pcsi-consulting.com

APPLICABLE LAWS

Consultant agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

AGREEMENT

To Provide Assistance with the Reporting Requirements of GASB Statement No. 34

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 requirements 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 non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

EMPLOYMENT ELIGIBILITY VERIFICATION

Consultant shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

Consultant shall not knowingly employ or contract with an unauthorized alien. Consultant shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

Consultant shall require their subcontractors, who perform work under this contract, to certify to 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.

The 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 the City of a breach.

Consultant affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

CONTRACTING WITH RELATIVES

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

SEVERABILITY

In the event that any provision of this 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.

AGREEMENT
To Provide Assistance with the
Reporting Requirements of GASB Statement No. 34

BINDING EFFECT

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

ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

City of Goshen
Board of Public Works and Safety

Peterson Consulting Services, Inc.

Margaret R. Peterson

Margaret R. Peterson, President

Jon C. Peterson

Jon C. Peterson, Director

Clerk-Treasurer

Board of Public Works
and Safety

Date: _____



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 Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: September 26, 2024
Subject: Approve Banking Services Renewal with 1st Source Bank

Attached for the Board's review, approval, and execution by the Clerk-Treasurer, is a banking services agreement renewal between the City of Goshen and 1st Source Bank for 2024-2026.

By way of background, on Jan. 31, 2022 the Board of Works approved and authorized the Clerk-Treasurer to execute an engagement letter and agreement with Baker Tilly Investment Services for services related to the preparation, issuance, review, analysis and advice regarding a Request for Proposal (RFP) for banking services for the City of Goshen. The RFP was issued in February 2022 and proposals were received from Campbell and Fetter Bank, 1st Source Bank, Key Bank, Lake City Bank, Teachers Credit Union and Interra Credit Union (which provided banking services for the City from Jan. 2, 2018 until Sept. 30, 2022).

With assistance and guidance from Baker Tilly, a committee consisting of City Attorney Bodie Stegelmann, City Water & Sewer Utilities Business Office Manager Kelly Saenz, Deputy Clerk-Treasurer Jeffery Weaver, Accounts Payable Clerk Rhonda Peacock and the Clerk-Treasurer reviewed the proposals and selected two finalists: 1st Source Bank and Lake City Bank. After consideration of many factors, the committee selected 1st Source Bank in early May 2022.

After three months of negotiations, the City and Bank agreed on a Treasury Master Services Agreement (TMSA) and an Addendum to the Treasury Master Services Agreement, which set forth additional terms and conditions (attached to this memo). On Aug. 22, 2022, the Board of Works approved the agreement.

Pursuant to the terms of our 2022 agreement, on Sept. 18, 2024, 1st Source formally proposed a two-year extension of the City of Goshen's Treasury Master Services Agreement (TMSA) under the current terms and conditions (not a single change). It also is attached.

Despite initial adjustment issues and a few concerns about strict security procedures, our experience with 1st Source has been very good. The bank provides excellent customer service. The City also has benefitted from high interest rates on our accounts and reasonable fees. Because of that, City staff believe it's in the City's best interests to approve the renewal.

Requested motion:

Move to approve and authorize the Clerk-Treasurer to sign the agreement, extending for an additional 24 months, the existing terms and conditions of the City of Goshen's Treasury Master Services Agreement with 1st Source Bank for the period Oct. 1, 2024 to Sept. 30, 2026.



September 18, 2024

Mr. Richard R. Aguirre
Clerk-Treasurer
City of Goshen
202 South Fifth Street
Suite 2
Goshen, IN 46528-3714

Dear Richard,

1st Source Bank is pleased to extend for an additional 24 months, the existing terms outlined in the attached executed Treasury Master Services Agreement (TMSA) as modified and supplemented by the Addendum to the TMSA, executed August 22, 2022, also attached hereto.

By signing below, Customer and 1st Source Bank agree:

- (a) The termination date of the effective period of the agreement as identified in the Addendum to Treasury Master Services Agreement Section 2 (A) shall now be September 30, 2026. All other terms and conditions will remain unchanged.

City of Goshen, Indiana

1st Source Bank

By: _____

By: _____

Printed Name: Richard R. Aguirre

Printed Name: David Cripe

Title: City of Goshen Clerk-Treasurer

Title: Assistant Vice President

Date Signed: _____

Date Signed: _____



101 South Main Street
Goshen, IN 46526

August 18, 2022

Mr. Richard R. Aguirre
Clerk-Treasurer
City of Goshen
202 South Fifth Street
Suite 2
Goshen, IN 46528-3714

Dear Richard,

Enclosed please find our Treasury Master Services Agreement (TMSA) as well as the Addendum to the TMSA. It is our understanding that you will be presenting to the Board of Public Works to approve 1st Source Bank as financial services provider for the City of Goshen. 1st Source Bank is very pleased and looking forward to a long and mutually beneficial relationship with the City of Goshen and your excellent team.

As the largest independent financial institution within our market area, 1st Source Bank offers a full array of financial services. These high-quality services include the latest in technology and electronic banking to assist you now and in the future. Equally as important, our local team of highly qualified professionals provides financial expertise and is available at your convenience.

At 1st Source, we pride ourselves on providing superior service to customers while playing a leadership role in the continued development of the communities we serve. 1st Source opened the Goshen Banking Center in 1993 and we have been involved in the community ever since. We invest in the communities we serve because we believe we are not only a reflection of those communities but are only as strong as the communities we serve. Our employees past and present have been involved in making Goshen a better place to Live, Work, and Play.

1st Source Corporation, founded in 1863 and headquartered in South Bend, Indiana, is the parent company of 1st Source Bank, which serves customers through a banking center system of 79 locations throughout northern Indiana and Southwest Michigan. Additionally, 1st Source Specialty Finance Group, which provides financing services for new and used private and cargo aircraft, automobiles and light trucks for leasing and rental agencies, medium and heavy-duty trucks, and construction and environmental equipment has 23 locations nationwide. 1st Source also has nine Trust and Wealth Management locations and ten 1st Source Insurance offices.

While 1st Source has literally grown up with the region, we have never strayed from the ideals of our founders. We remain a local institution, embedded in the communities we serve and committed to the success of all who live and do business here.

Readily accessible, attentive, respectful, and responsive. We deliver what we promise, and we promise outstanding service that meets clients' needs and exceeds expectations. We provide reliable service and exceptional value for our clients. The design and delivery of our products and services uphold business ethics and are conveyed with personal and professional integrity.

As your independent, locally controlled financial partner, we can respond quickly to your financial needs. Decisions are made here. We can offer a full array of in-house services to support those decisions, making our responsiveness even more valuable to you.

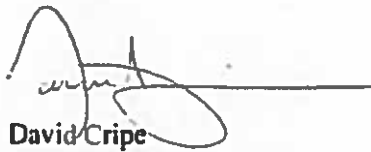
Any time you call 1st Source, you can also count on talking to someone familiar with your company's banking business. That's because our Relationship Banking Team approach provides continuity, ensuring your needs and questions are handled promptly. The team consists of a key officer and experienced support people. You can count on your 1st Source team for knowledgeable help.

1st Source has the people and products to serve your growing banking needs today and tomorrow. As a local company, we understand the business climate in which your company operates and will work hard to know your people and operations as well. We are a publicly traded company, and many of our employees are shareholders. That fact helps us stay in touch with the needs of the marketplace and our business banking customers.

Please do not hesitate to contact me at (574) 293-3519 or criped@1stsource.com if you should have any questions or if I can be of assistance in any way.

Thank you for doing business with 1st Source Bank.

Sincerely,

A handwritten signature in black ink, appearing to read "David Cripe", is written over a horizontal line.

David Cripe
Assistant Vice President
101 South Main Street
Goshen, IN 46526



Treasury Master Services Agreement

By signing below, Customer:

- (a) acknowledges that it has received and read this Treasury Master Services Agreement ("Master Agreement");
- (b) understands that the Master Agreement supersedes any prior agreements regarding the Accounts and the particular Services provided for therein; and
- (c) agrees to abide and be bound by the Master Agreement.

Further, the Customer signing below represents and warrants that it has been duly authorized by each of its subsidiaries and affiliates listed on Exhibit A to the Master Agreement, and/or is otherwise authorized pursuant to or by operation of applicable law, to enter into this Master Agreement on its behalf. Specific details and requirements for each Service, including Authorized Users, applicable Accounts, and contact information, have been or will be provided by a Customer to Bank in implementation forms, questionnaires, or other similar documents in a form acceptable to Bank.

Master Agreement and any other agreement, documentation, or form provided by Bank in connection with the Accounts or Services may be executed in several parts, all of which constitute one and the same instrument, and becoming binding on each Customer as of the date signed.

[Customer's Legal Name] Tax ID 35-001045

(for itself and on behalf of its Affiliates and subsidiaries, each a "Customer")

By: Richard R. Aguirre

Name: Richard R. Aguirre

Title: City of Gaston Clerk-Treasurer

Date: Aug 22, 2022

1st Source Bank

By: [Signature]

Name: DAVID CRIVE

Title: ASSISTANT VICE PRESIDENT

Date: AUG 22, 2022

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Exhibit A–Subsidiary/Affiliate List

Exhibit B–Fee Schedule

Exhibit C–Wire Transfer Service Manual Payment Order Authorization Form

Part I of this Treasury Services Master Agreement ("Master Agreement") provides the general terms, conditions, and disclosures that are applicable to all Accounts and Services. Part II provides additional terms, conditions, and disclosures that are particular to each identified Service. Part II is not an exhaustive list of Services. Bank may provide additional Services not identified within Part II, and such Services are subject to the Treasury Terms and any Service Terms provided in connection therewith.

An Account may be a demand deposit account or any other account approved by Bank. Bank maintains the sole discretion to determine whether any Account is eligible for any Service and place restrictions on any Account's use of any Service. Bank may withdraw any prior determination or remove or add any restriction at any time. An Account may not be eligible for all Services. If Customer applies for, uses, or continues to use any Service, Customer agrees to be bound by the Treasury Terms and all applicable Service Terms.

Part I. GENERAL TERMS AND CONDITIONS

1. Definitions.

- a. **ACH**. The Automated Clearing House.
- b. **Account**. Any account held by Customer with Bank, at any location, for which Customer applies for, uses, or continues to use any Service.
- c. **Authorized User**. A person authorized by Customer to view, access, and control an Account and use any Service, including to make Payment Orders
- d. **Bank**. 1st Source Bank.
- e. **BBO Treasury Portal**. Bank's online electronic banking platform.
- f. **Business Day**. Monday through Friday, except for federal holidays, for purposes of electronic fund transfer and funds availability purposes; and Monday through Friday, except for federal and state holidays any on which Bank elects to close or are required to close by law or governmental order, for all other purposes. Annual calendars are available through the BBO Treasury Portal.
- g. **Check**. A draft, payable on demand, and drawn on or payable through a bank chartered by a state or the United States, or its territories or protectorates, whether or not negotiable, handled on forward collection, including a substitute check, payable in United States dollars.
- h. **Cut-off Time**. The deadline by which a particular Service request must be received by Bank as specified in the Resource Center section of the BBO Treasury Portal or as otherwise notified to Customer in writing or electronically by Bank.
- i. **Designating Person**. Customer's system administrator(s) with the ability to act as administrator and entitle other persons to view, access, and control an Account and use any Service. A Designating Person is also an Authorized User.

- j. **Electronic Payment Order.** A Payment Order, or request to amend or cancel a Payment Order, made through the BBO Treasury Portal.
 - k. **Entry.** As such term is defined under the Operating Rules.
 - l. **Item.** A Check, draft, note, or other negotiable instrument.
 - m. **Manual Payment Order.** A Payment Order, or request to amend or cancel a Payment Order, made by telephone or in writing.
 - n. **NACHA.** The National Automated Clearing House Association (also known as The Electronics Payment Association).
 - o. **Operating Rules.** The NACHA Operating Rules & Guidelines, as may be amended or replaced from time to time.
 - p. **Payment Order.** A request, order, instruction, or other directive for the payment, withdrawal, or disposition of funds from any Account, including a wire or funds transfer. The term "Payment Order" does not include any Item drawn, issued, deposited, or anything similar by Customer.
 - q. **Service.** Any treasury service Bank provides, offers, or makes available.
 - r. **Service Terms.** The collective additional terms, conditions, information, disclosures, licensing agreements, user guides, and procedures applicable to a Service.
 - s. **Treasury Terms.** This Part I of the Master Agreement.
 - t. **Terms.** The collective, underlying other agreements, terms, conditions, information, and disclosures governing Customer's use and the operation of Accounts.
2. **Terms.** Customer understands and agrees that in addition to these Treasury Terms and the Service Terms, Customer is subject to the Terms. The Terms may have been referenced or contained in a signature card or authorizing resolutions or provided or made available when Customer opened an Account or applied for a Service. Customer acknowledges that (a) it has received the Terms, including any subsequent amendment, supplement, or replacement by Bank; (b) it is bound by the Terms; and (c) the Terms are incorporated into these Treasury Terms by reference.
3. **Services.** A Service may be subject to Service Terms. Bank may provide or make available any Service Terms, or any portion thereof, electronically, such as by email or online "click-through" agreement.
4. **Order of Precedence; Interpretation.** The Terms, these Treasury Terms, and any Service Terms may vary applicable laws and regulations to the extent permitted thereunder. To the extent a law or regulation conflicts with the Terms, these Treasury Terms, or any Service Terms and cannot be varied, such law or regulation will control. The Terms, these Treasury Terms, and any Service Terms are intended to be read as complementary and not in conflict with one another. To the extent

there is a conflict between the Terms and these Treasury Terms or any Service Terms, these Treasury Terms or the applicable Service Terms will control. To the extent there is a conflict between these Treasury Terms and any Service Terms, the Service Terms will control, but only with respect to the applicable Service. In these Treasury Terms and all Service Terms, use of "including" means "including, but not limited to" and use of the singular form includes the plural, and vice versa, unless the context clearly requires otherwise.

5. Designating Persons.

- a. In providing any Account or Service, Bank may rely solely on the information, data, representations, and/or warranties provided by Customer under the Terms, these Treasury Terms, any Service Terms, in any application, signature card, or other documentation provided by Customer. Bank is not responsible for the validity, accuracy, or completeness of any such information, data, representation, or warranty provided by Customer.
- b. Bank may rely on any document, including a signature card or authorizing resolution, signed or provided by Customer that identifies a Designating Person. If Customer has provided multiple documents to Bank that identify different persons as authorized to act on behalf of Customer, Bank may rely on any one such document even if inconsistent with another document Customer has provided. Each Designating Person will have authority to: (i) access and review Account information, balances, transactions, and Account Statements; (ii) draw, issue, indorse, and deposit Items; (iii) make Payment Orders, regardless of whether Customer has sufficient funds available or any Payment Order would result in or increase any overdraft; (iv) request, modify, or terminate any Service, and bind Customer to any Service Terms; (v) open and close any Account; (vi) entitle, delegate to, or otherwise authorize any person to take action on behalf of Customer, including changing the Designating Person's own access levels; and (vii) access any Customer credit facility information and request advances regardless of whether authorized by a borrowing resolution. Customer will notify Bank of any change with respect to Designating Persons, including updates, additions, or deletions, in a form acceptable to Bank.

6. Security Procedures.

- a. Customer agrees to and will follow the security procedures communicated to Customer by Bank, including any security procedure set forth in these Treasury Terms, any Service Terms, application, user guide, or posted on the website through which a Service is accessed. Bank will validate Customer's use of a Service, and thereby any Payment Order, against the applicable security procedure. Customer understands that security procedures are designed to verify the authenticity of Payment Orders, not the accuracy.
- b. Customer will maintain a current and accurate list of all Authorized Users and, in the event of any change in Authorized Users, notify Bank's Treasury Services Department in accordance with this Agreement and/or update the same using self-service functionality for each system, as applicable. A unique identification code ("User ID") and password will be established for each Authorized User.
- c. In order to use a Service, and thereby make a Payment Order, the applicable security procedure for an Authorized User will involve the Authorized User's User ID and password and may involve one or more of a: token, biometric identifier, cookie, digital signature, "out-of-band"

authentication, call-back, or other security device, factor or method communicated by Bank to Customer. Any portion of a security procedure may be provided or administered by Bank or a third-party service provider selected by Bank. Bank may use or change a third-party service provider at any time, without notice to Customer. Use of a third-party service provider will not affect the commercial reasonableness of any security procedure or Customer's liability.

- d. Customer has made an independent assessment of the security procedure and agrees that it is a commercially reasonable method of providing security against unauthorized Payment Orders and amendments and cancellations thereof. Further, each time Customer uses a Service, including making a Payment Order, Customer agrees that the security procedure is a commercially reasonable method of providing security against unauthorized Payment Orders and amendments and cancellations thereof.
- e. Customer understands and agrees that the use of any Service, and thereby any Payment Order or any amendment or cancellation thereof, including through ACH Origination or Wire Transfer Services, verified by Bank using an applicable security procedure will be deemed authentic, to have been carried out directly by and on behalf of Customer, and will be effective as the order of Customer, regardless of whether or not authorized. Customer will be bound by and liable for any verified Payment Order or any amendment or cancellation thereof, even if such Payment Order was not actually initiated by an Authorized User, was in an amount above that established for an Authorized User, or was the result of fraud, hacking, phishing, or computer takeover, any Trojan, worm, virus, spyware, or other form of malicious code, or anything similar.
- f. Customer will notify Bank immediately if it is unable to locate any token or security device, as applicable, or believes or has any reason to suspect that any portion of a security procedure has been or is in jeopardy of being compromised. Bank, or any third-party service provider of Bank, may revoke or disable any portion of a security procedure, including any token or security device, as applicable, at any time and will notify Customer of any change in security procedure as necessary to enable Customer to use the Services. If these Treasury Terms are terminated, or Bank determines it is necessary at any time, any portion of the security procedure, including any token or security device, as applicable, provided or made available by Bank will be immediately returned to Bank.
- g. Bank may revise, update, or replace a security procedure, in whole or in part, at any time upon notice to Customer. Customer will make an independent assessment of any such revised, updated, or replacement security procedure. Customer's use of the revised, updated, or replacement security procedure, including accessing any Service, constitutes acceptance of such security procedure and agreement that such security procedure is a commercially reasonable method of providing security against unauthorized Payment Orders and amendments or cancellations thereof.
- h. Without limiting any other right or ability Bank may have, Bank may deny access to any Account or Service or deny any Payment Order, without prior notice, if Bank: (i) is unable to validate any security procedure; (ii) is unable to confirm, to its satisfaction, any person's authority; or (iii) believes that denial is necessary for security reasons.

7. **Customer Controls.** Customer understands that all portions, aspects, and details of the security procedure, including User IDs, passwords, and security devices, are confidential. Customer agrees to establish physical, operational, and technical controls to protect the confidentiality of the security procedure and limit access and disclosure to only those persons who have a need to know such information. Customer agrees to:
 - a. prohibit Authorized Users from sharing User IDs or passwords;
 - b. require that each Authorized User change their password (A) on a periodic basis; (B) any time instructed by Bank; and (C) any time the Authorized User has reason to believe that any other person may know their password;
 - c. periodically review all Authorized Users to determine whether each should be entitled to view, access, or control an Account or use any Service;
 - d. use the self-service functionality of any Service, if available, to immediately remove any Authorized User Customer deems no longer authorized to view, access, or control Customer's Account or use any Service, and any Authorized User that leaves Customer's employment. If self-service functionality is not made available to Customer, Customer will immediately notify Bank's Treasury Services Department of any Authorized User Customer deems no longer authorized to view, access, or control an Account or use any Service, and any Authorized User that leaves Customer's employment;
 - e. institute an internal review process whereby before any Payment Order can be made or released, such Payment Order must be (A) reviewed to ensure that it is for an amount within the purported Authorized User's internally established authority ("threshold control") and (B) approved by at least one other person ("dual control"); and
 - f. keep all Components (as defined in Section 17 below) used for any Services up-to-date in accordance with the manufacturer's recommendations, industry standards, and as otherwise required by Bank.
8. **Limitations on Use of Accounts and Services.** Unless Bank has agreed otherwise in writing, all Accounts and Services are only for Customer's internal use and to carry out Customer's normal business and will not be used for any consumer purposes. Customer will not use, or allow any third party to use, any Account or Service to draw any Item, make any deposit, or process transactions, including Payment Orders, for any third party or on behalf of any person other than Customer. Bank has no duty or obligation to inquire into the circumstances or details of any Item, deposit, or transaction.
9. **Item Restrictions.** Any requirement or restriction on Items drawn on an Account, regardless of whether placed on the Item or notified to Bank, (a) for two or more signatures; (b) limiting the date on which an Item may be paid (e.g., postdating); (c) limiting the amount for which an Item may be drawn; or (d) limiting the amount for which any person may draw an Item, will be considered for Customer's internal purposes only, and Bank will have no duty or obligation to monitor, stop, or prevent payment of an Item with any such requirement or restriction. Bank will not be liable and

will not be deemed to have failed to exercise ordinary care for paying any Item that contains or is subject to such a requirement or restriction.

10. **Deposit.** All deposits, including Items and Entries, are received subject to Bank's acceptance and receipt of final payment. Bank may return or refuse all or any part of a deposit or credit to an Account, at any time, and will not be liable to Customer even if doing so causes outstanding Items drawn on an Account to be dishonored or returned or for a Payment Order to be rejected. Bank may revoke any provisional credit given to Customer if final payment is not received even if such revocation results in or increases an overdraft. Bank may agree with other parties, including banks and clearing houses, to vary the procedures and deadlines regarding the processing and collection of any portion of a deposit to the extent permitted by law. In processing or collecting any Item, Bank has the sole discretion to determine the method, including electronically, and may use third-party service providers, clearing houses, or other banks. Bank is not responsible for the actions of any other party in processing or collecting of any portion of any deposit.
11. **Funds; Overdrafts.** Customer agrees to maintain immediately available funds in its Account sufficient to meet any minimum balance requirements and to cover, in full, all Payment Orders, Items drawn on an Account, ACH Entries (as applicable), returns, reversals, Fees, and all other transactions and amounts Customer may owe in connection with any Account or Service. In addition to any other right Bank may have, if Customer fails to maintain sufficient funds in its Account, Bank may reject or return any Payment Order, Item drawn on an Account, ACH Entry, or any other transaction on an Account and refuse to provide any Service. However, if Customer fails to maintain sufficient funds, Bank may, in its sole discretion, choose to accept, carry out, or pay any Payment Order, Item drawn on an Account, ACH Entry, or any other transaction on an Account even if it would cause or increase an overdraft on an Account. Unless otherwise agreed in writing, all overdrafts will be due and payable immediately, and Bank may charge any applicable Fees. Bank may charge any Account of Customer to cover any payment obligation of Customer. Bank is not obligated to permit, or continue to permit, any overdraft, notwithstanding any prior course of dealing.
12. **Fees; Taxes.** Any Account or Service may have associated fees, charges, and/or expenses as set forth on Exhibit B, such fees will be established by Bank from time to time, in its sole discretion, and as communicated to Customer, including electronically. Customer agrees to be responsible for and pay all Fees. Bank may, in its sole discretion, invoice Customer or directly debit Customer's Account, even if such debit would result in or increase any overdraft. Any payment of Fees to Bank will be in full and without counterclaim or setoff. This Section 12 does not affect any other rights Bank may have under the Terms, these Treasury Terms, any Service Terms, any other agreement between Customer and Bank, or applicable law. Fees do not include, and Customer is solely responsible for payment of, income, use, excise, value added, or any other taxes related to any Account or Service.
13. **Statement Review.**
 - a. Bank will issue Account statements, confirmations, and/or advices (collectively, "Account Statements") to Customer on the frequency advised to Customer from time to time. Account Statements may be mailed or made available electronically, including through a Service or by email, to Customer and, except as otherwise stated in these Treasury Terms or in the Service Terms, will serve as the official record of Customer's Account. Customer must ensure that an

Authorized User promptly reviews all Account Statements made available, including any accompanying Items. Customer agrees that an image of an Item or information identifying an Item (e.g., Item number, amount, and date of payment) is an adequate substitute for the actual Item.

- b. Customer must notify Bank of any unauthorized, improper, or missing indorsements (each an "Indorsement Issue") within six (6) months of the date of the Account Statement on which that Item was paid. Customer must notify Bank of any errors, alterations, discrepancies, unauthorized charges or transactions, including any Fees, Payment Order, Item, or any other irregularity (each an "Error") on an Account Statement within fourteen (14) days of the date of the Account Statement on which such Error appears. Customer must provide Bank with all information necessary for Bank to properly investigate. Notwithstanding the foregoing in this section, in accordance with the Operating Rules, Customer must report an unauthorized ACH debit Entry to an Account immediately, but in no event later than the Business Day following the Business Day on which the unauthorized ACH debit Entry was posted. If Customer does not notify Bank of an unauthorized ACH debit Entry in accordance with the aforementioned deadline, Customer's sole recourse will be with the originator of such ACH debit Entry. Bank recommends that Customer review all Account activity, including ACH Entries, on a daily basis.
- c. If Customer fails to notify Bank in accordance with the time frames of Section 13(b) above, Customer will have failed to exercise reasonable care and promptness in reviewing such Account Statement. Bank is not required to reimburse Customer, and Customer is precluded from demanding payment from or making any claim against Bank for any loss, damage, or expense, including any loss of interest, relating to any Indorsement Issue or Error of which Customer failed to notify Bank in accordance with Section 13(b) above.
- d. Bank may make certain information regarding Customer's Account and Services, including Payment Orders, Items, transaction details, and balances, available to Customer through the BBO Treasury Portal or through other means prior to issuance of an Account Statement. Bank will not be responsible for Customer's reliance on any such information. Such information may not be accurate, may be provided by third parties or otherwise not within Bank's control, and may be updated or corrected from time to time.

14. Information.

- a. Customer agrees to provide any information reasonably requested by Bank. Customer understands that Bank may request information on behalf of itself, a third-party service provider of Bank, or any governmental body or entity. Additionally, Bank may authorize certain of Bank's third-party service providers to request information directly from Customer. Bank may investigate or request information from third parties regarding any information, data, or statement obtained from or regarding Customer, its owners, officers, or Authorized Users in connection with any Account, Service, or transaction.
- b. Customer authorizes Bank to use or disclose any information, data, or documentation with respect to any Account, Service, Item, Payment Order, or transaction, or Customer itself in order to provide the Accounts and Services and for compliance with legal and regulatory requirements and with Bank's internal policies. This may include disclosure to: (i) Bank's third-

party service providers; (ii) Bank's auditors, advisors, or attorneys; (iii) a proposed assignee of Bank; (iv) Bank's examiners or other regulators; (v) any law enforcement agency; or (vi) any judicial body, such as pursuant to a court order or subpoena.

- c. Customer understands that all information, documentation, technology, and Components provided or made available to Customer by Bank are confidential. Customer agrees, with respect to all such information, documentation, technology, and Components, not to: (i) share, transfer, or distribute any portion to any third party, except to the extent authorized by Bank; (ii) modify, disassemble, decompile, reverse engineer, or attempt to derive source code, trade secrets, or other confidential or proprietary information; or (iii) use in any manner prohibited by these Treasury Terms, any Service Terms, or applicable law. Customer will return to Bank all technology and Components and will return or destroy all information and documentation, including any copies, upon termination of these Treasury Terms.

15. Recordings; Records.

- a. Customer understands and agrees on behalf of itself, its affiliates and subsidiaries, and their respective officers, employees, and Authorized Users that Bank may monitor and record Customer's telephone and electronic communications with Bank, including any Payment Order, at any time, without further notice to Customer or any other party to the communication. Bank has sole discretion as to which communications, in whole or in part, it may monitor or record and will not be liable to Customer for failure to record all or any part of a communication.
- b. All records maintained by Bank in the ordinary course of business will be presumed to be accurate and in the absence of manifest error will be binding and conclusive. Bank may retain copies of all records, information, documents, agreements, or anything similar, including Payment Orders and Items, in connection with any Account or Service in an electronic record preserving the image and/or details of such and discard the original. Customer waives any objection to use of such electronic record in lieu of the original for any purpose and in any forum, venue, or jurisdiction.

- 16. Bank Audit.** Upon notice to Customer, Bank is entitled to audit Customer's compliance with these Treasury Terms, any Service Terms, the Operating Rules (as applicable), and any applicable laws and regulations. This audit includes the ability for Bank to (a) visit Customer's physical facilities; (b) inspect Customer's operational and technical procedures, systems, equipment, and infrastructure; and (c) request any documentation and information. Customer agrees to cooperate with Bank, provide access to Bank, and provide any documents or information, at Customer's expense, as may reasonably be requested by Bank in connection with an audit.

17. Components; Internet.

- a. In order to use a Service, Customer may be required to access the Internet, access certain websites on the Internet, or use certain software, hardware, telecommunications services, devices, or other equipment (each a "Component") as determined by Bank. Bank may provide specifications or otherwise determine, in its sole discretion, whether any Component is appropriate or acceptable. The necessity or Bank's acceptance of any Component may vary from Service to Service. Unless Bank has agreed otherwise, Customer shall be solely responsible for obtaining any necessary Component, ensuring that it acceptable to Bank, and

for maintaining and operating of any Component. Customer shall be solely responsible for all costs, one-time and recurring, related to any Component.

- b. Customer understands that there are risks associated in accessing the Internet, accessing any website on the Internet, and using any Component with respect to availability, security, and confidentiality. Customer has made an independent evaluation of, considered, and assumes all risks, including of fraud, hacking, phishing, or computer takeover, any Trojan, worm, virus, spyware, or other form of malicious code, or anything similar that may be associated with accessing the Internet, accessing any website on the Internet, and using any Component. Bank will not have any responsibility or liability, and Customer will be solely responsible and liable for any and all losses, damages, or injuries arising from such assumed risks of the Internet, any website, and any Component. This Section 17 applies regardless of whether Bank specified, mandated, provided, delivered, arranged for, or otherwise made available access to any website or Component.

18. Customer Warranties. Customer represents and warrants to Bank that:

- a. each Authorized User has been duly authorized to take action on behalf of Customer;
- b. if Customer or any Authorized User is taking action on behalf of any subsidiary, Affiliate, or other third party, Customer and each Authorized User has been duly authorized to take action on behalf of and by such subsidiary, Affiliate, or other third party;
- c. prior to submitting any information to Bank regarding any individual, including an Authorized User, Customer has obtained any consent from or made any disclosure to such individual that may be required by applicable law, regulation, or any agreement between Customer and such individual for Bank to process or use such information in providing any Account or Service; and
- d. no deposit, file, data, or information of any kind that Customer transmits, sends, delivers, posts, or otherwise provides to Bank contains any Trojan, worm, virus, spyware, or other form of malicious code, or anything similar that Customer knows of or should know of.

19. DISCLAIMER OF WARRANTIES. NO WARRANTIES WITH RESPECT TO ANY ACCOUNT, SERVICE, COMPONENT, WEBSITE, OR THE INTERNET ARE PROVIDED BY BANK OR ANY THIRD-PARTY SERVICE PROVIDER OF BANK. NEITHER BANK NOR ANY THIRD-PARTY SERVICE PROVIDER OF BANK HAS MADE ANY WARRANTY, EXPRESS OR IMPLIED, THAT ANY ACCOUNT, SERVICE, COMPONENT, WEBSITE, OR THE INTERNET WILL MEET THE NEEDS OR SPECIFICATION OF CUSTOMER, WILL BE FREE OF DEFECTS, SAFE, SECURE, OF ANY PARTICULAR QUALITY, OR WILL PROVIDE ANY PARTICULAR LEVEL OF PERFORMANCE OR AVAILABILITY. BANK AND ALL THIRD-PARTY SERVICE PROVIDERS OF BANK EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND INFRINGEMENT. EACH ACCOUNT, SERVICE, WEBSITE OF BANK, AND COMPONENT IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS.

20. Limitation of Liability.

- a. Under these Treasury Terms and any Service Terms, Bank will only be liable to Customer for direct losses to the extent resulting from gross negligence, willful misconduct, or fraud in each case caused by Bank's action or omission. BANK WILL NOT, UNDER ANY CIRCUMSTANCES AND REGARDLESS OF THE CAUSE OF ACTION, BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE LOSSES OR DAMAGES, LOST PROFITS (REGARDLESS OF WHETHER CHARACTERIZED AS DIRECT, INDIRECT, OR ANY OTHER FORM), OR ANY OTHER LOSS, DAMAGE, COST, OR EXPENSE OF CUSTOMER.
- b. Notwithstanding Section 20(a) above, Customer's sole and exclusive remedy, whether against Bank or any third party, with respect to any Component made available or provided by Bank for any malfunction, error, infringement, deficiency, or anything similar, is the replacement or repair of such Component.
- c. Bank will not be liable for, and is released from, any loss, damage, cost, or expense of Customer that may result from: (i) Bank's action or omission in order to comply with any applicable law, regulation, court order, or anything similar; (ii) Bank's action or omission in accordance with any instruction of Customer, Payment Order (or amendment or cancellation thereof), or these Treasury Terms or any Service Terms; (iii) the unavailability of any Service; (iv) the unavailability or malfunction of any website of Bank or Component; (v) any act or omission of any third party not within Bank's control; or (vi) Bank's delay, failure, or inability to perform any obligation because of any act of God, catastrophe, fire, flood, act of any actual or purported governmental authority, war, terrorism, pandemic, failure or breakdown of any electrical, computer, payment, or communications system, or any other cause beyond Bank's reasonable control.
- d. Customer acknowledges that it has been advised of Bank's fraud Services, including Positive Pay, that are designed to assist in the detection and deterrence of unauthorized, altered, counterfeit, or otherwise fraudulent activity on an Account. Customer understands and agrees that if it does not enroll in Bank's fraud Services, to the extent such Services are designed to detect or deter unauthorized, altered, counterfeit, or otherwise fraudulent activity: (i) Bank will not be required to reimburse Customer or credit its Account; (ii) Bank will not be liable for, and is released from, any loss, damage, cost, or expense of Customer that may result; and (iii) Customer is precluded from demanding payment from or making any claim against Bank.

21. Indemnification.

- a. Customer agrees to indemnify and hold harmless Bank from and against any and all claims, demands, judgements, losses, damages, costs, or expenses (including attorneys' fees and expenses) arising out of or relating to these Treasury Terms, any Service Terms, or Customer's use of or Bank's providing any Account or any Service, resulting directly or indirectly from: (i) any action or omission of Bank in compliance with Customer's instruction, including any Payment Order or Item; (ii) any act or omission of Bank in order to comply with any applicable law, regulation, court order, or anything similar; (iii) Customer's breach of any provision of the Terms, these Treasury Terms, or any Service Terms; (iv) any action or omission of Customer that results in the payment of funds to or debit of funds from any person, real or fictitious, not

entitled to or not owing all or any portion of such funds; and (v) any unauthorized access to or fraud on an Account, regardless of whether internal or external.

- b. For the purposes of Customer's obligation to indemnify and hold harmless under these Treasury Terms or any Service Terms, the term "Bank" includes, and Customer's obligation extends to, Bank and its parent company, affiliates, and subsidiaries, and their respective employees, officers, and directors, and any third-party service provider used by Bank to carry out or provide, in whole or in part, any security procedure, Account, or Service.

22. Termination.

- a. Unless otherwise agreed by Bank, Customer may terminate these Treasury Terms, any Service Terms, any portion of any Service, or close any Account upon thirty (30) days' prior notice. In addition to any other termination provisions applicable to a specific Service, Bank may terminate these Treasury Terms, any Service Terms, any portion of any Service, or close any Account immediately upon notice to Customer, including in the event: (i) Customer breaches any provision of the Terms, these Treasury Terms, any Service Terms, or the terms of any other agreement between Customer and Bank; (ii) Customer breaches any provision of the Operating Rules; (iii) Customer is unable to meet its debts as they come due, any proceeding is instituted with respect to Customer's bankruptcy, voluntary or involuntary, Bank makes a good faith determination that there has been or is likely to be a material adverse change in the business, assets, properties, liabilities (actual or contingent), operations, condition (financial or otherwise), or prospects of Customer, or Bank determines that termination of any Service, the Service Terms, Treasury Terms, Terms or Master Agreement is necessary for legal, regulatory or operational reasons; (iv) Bank, in its sole discretion, suspects Customer has used or attempted to use an Account or Service to engage in fraudulent activity, determines that Customer's continued use presents undue risk to Bank, or determines it is necessary to comply with applicable law, regulation, court order, or anything similar; or (v) the action or unavailability of any third party or any other occurrence beyond Bank's reasonable control that causes Bank to be unable to provide an Account or Service, or any portion thereof, to Customer.
- b. Termination of these Treasury Terms will terminate all Services. Termination of any Service Terms will terminate the applicable Services. The closing of any Account or termination of any Service, or any portion thereof, shall not affect Customer's obligations or liabilities, including with respect to payment of any Fees and indemnification, which will continue in full force and effect.

23. Governing Law.

- a. Customer will comply with all applicable laws and regulations and any Bank policy or procedure that Bank has provided or made available to Customer. This includes: (i) sanctions enforced by the Office of Foreign Assets Control (OFAC); (ii) the Uniform Commercial Code; and (iii) Federal Reserve and Federal Trade Commission regulations. Further, Customer understands that all ACH transactions, including Customer's receipt or origination of any ACH credit or debit Entry and Customer's use of the ACH Origination Service, will be subject to the Operating Rules which Customer agrees to be bound by and comply with.
- b. With respect to any disputes between the parties, Customer agrees that any court of competent jurisdiction located in the County of St. Joseph, State of Indiana will have exclusive

jurisdiction, and Customer hereby irrevocably consents and submits itself to jurisdiction in any such court. Customer consents to service of process by first-class mail or messenger directed to Customer at Customer's last known address. Nothing herein affects or limits the rights of Bank to serve legal process in any other manner permitted by law or the rights of Bank to bring any action or proceeding against Customer or its property in courts of any other jurisdiction. Customer waives any bond or surety or security upon such bond or surety that might, but for this waiver, be required of Bank. Due to the complexity, high cost and time involved in commercial litigation before a jury, Customer and Bank each knowingly, voluntarily, irrevocably, and after the opportunity to consult with respective counsel, without coercion, waives any and all rights to trial by jury of any disputes between them and further waives any right to consolidate, by counterclaim or otherwise, any action or proceeding concerning any dispute between them with any other action or proceeding in which there is a trial by jury or in which a jury trial cannot be or has not been waived. The Terms, these Treasury Terms, and all Service Terms shall be governed in all respects by the laws of the State of Indiana and applicable federal laws (without regard to conflict of law principles).

24. Amendments.

- a. Bank may supplement, update, amend, or replace all or any provision of the Terms, these Treasury Terms, or any Service Terms at any time. Bank will notify Customer of any such supplement, update, amendment, or replacement. Customer's continued use of any Service after notification will constitute Customer's acceptance thereof, regardless of whether Customer has actually reviewed such supplement, update, amendment, or replacement. If Customer objects to or does not agree to any supplement, update, amendment, or replacement, Customer must immediately discontinue use of all Services and notify Bank.
- b. In the event that Bank's provision of any Account or Service or performance in accordance with these Treasury Terms or any Service Terms would result in a violation of a law, regulation, or government policy to which Bank is subject, then these Treasury Terms or any Service Terms, as applicable, shall be deemed amended to the extent necessary to comply with such law, regulation, or government policy, and Bank will not be liable to Customer as a result of such violation or amendment.
- c. The Terms, these Treasury Terms, Service Terms, and any other Bank forms or documents may only be modified, amended, supplemented, updated, or replaced by Bank or with Bank's written consent. No course of dealing between Bank and Customer will constitute a modification, amendment, supplement, update, or replacement regardless of the practices or procedures Bank or Customer may use.

25. Notice. All notices must be in writing. Notice to Customer may be mailed to Customer's last known address, sent electronically to any email address provided by Customer, or made available electronically through a Service. Notices to Bank must be mailed to Bank's Treasury Services Department at 1st Source Bank, P.O. Box 1602, South Bend, Indiana 46634, Attention: Treasury Services. Notice to Bank will only be effective once received, and Bank has had a reasonable opportunity to act.

26. Assignment. Customer may not assign its interest, rights, or obligations in any Account or Service, or under these Treasury Terms or any Service Terms, without prior written consent of Bank, and any purported assignment in violation shall be null and void. These Treasury Terms and all Service

Terms are binding upon and inure to the benefit of Customer and Bank and their respective successors and permitted assigns.

27. **Severability.** All provisions of the Terms, these Treasury Terms, and Service Terms are severable from one another. The unenforceability or invalidity of any provision does not affect the enforcement or validity of any remaining provision.
28. **Headings.** Section headings used in these Treasury Terms or any Service Terms are for convenience only and not part of the terms thereof.
29. **Waiver.** Any waiver of any provision of the Terms, these Treasury Terms, or any Service Terms by Bank must be in writing to be effective. Bank's waiver of any right will only apply on that occasion and will not be deemed a waiver of other rights or of the same right at another time. No course of dealing by Bank, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder by Bank shall operate as a waiver thereof.
30. **Entire Agreement.** The Terms, these Treasury Terms, the Service Terms, and any agreement, application, user guide, procedure, or other documentation incorporated by reference (a) constitute the entire agreement between Bank and Customer regarding the Accounts and Services, (b) supersede any prior agreements regarding the Accounts and Services, and (c) may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements.

Part II. SERVICE TERMS

The terms, conditions, and disclosures of each section of this Part II will only be applicable for those Services Customer applies for, uses, or continues to use. Each section of this Part II will be considered a separate Service and the corresponding terms, conditions, and disclosures will be considered Service Terms. All Service Terms are subject to the Treasury Terms (Part I of this Master Agreement), which are hereby incorporated into the Service Terms by reference. Any capitalized terms used in the Service Terms, unless otherwise defined or provided for therein, shall have the meaning ascribed in the Treasury Terms. Customer may not be eligible for all Services. Services may not be available to Customer at all times.

A. BBO Treasury

1. **Service.** This BBO Treasury Service provides Customer with the ability to view and monitor Account balances and activity electronically through the BBO Treasury Portal. Additionally, this Service provides Customer with the ability to utilize other Services Customer has requested and Bank has approved Customer's use of, including to initiate Payment Orders via ACH Origination or Wire Transfer and/or to make deposits via Remote Deposit Express (each of the foregoing described in more detail below). The foregoing is not an exhaustive list of the Service's capabilities, and Bank may expand, reduce, or modify the capabilities at any time.
2. **Administrators.** Bank may provide Customer with the ability to designate certain Designating Persons to act as administrator and entitle and terminate Authorized Users to access the Services. If such ability is made available to Customer, Customer understands that such Designating Persons will:
 - a. have authority to determine each Authorized User's ability to view, access, and control an Account and use any Service;
 - b. have the ability to add and remove Accounts in connection with the Services;
 - c. have the ability to add and remove Services with respect to any Account;
 - d. have the ability to access information regarding all Customer's Accounts, including without limitation, Customer's outstanding credit facilities with Bank. It is Customer's sole responsibility to designate Designating Persons consistent with Customer's internal roles, delegated authority and policies, and Bank will have no duty or obligation to monitor, stop, or prevent access by an Designating Person or Authorized User even if inconsistent with lending resolutions provided to Bank; and
 - e. be responsible for receiving and distributing any materials, disclosures, notices, documents, and correspondence made available by Bank through this Service. Materials, disclosures, notices, documents, and correspondence made available by Bank through this Service may apply to this Service and any other Service. Any materials, disclosures, notices, documents, or correspondence made available by Bank through this Service will be deemed to be received by and effective against Customer.
3. **Messages to Bank.** Customer may have the ability to send electronic messages to Bank through this Service. Customer understands that such messages may not be secure or encrypted. Customer

shall not send or ask for confidential, personal, or sensitive information in any electronic message, including but not limited to, Account numbers, passwords, or User IDs. Further, Customer shall not use or attempt to use electronic messages to initiate any Payment Order, and Bank is not obligated to act upon any Payment Order submitted through electronic messages.

4. **Alerts.** If enabled by Customer, Bank may send communications to Customer regarding its Accounts via email and/or text message. Bank will send such communications to the email address and/or mobile phone number that has been provided to Bank and shall have no responsibility for validating the accuracy of such information and no liability for the interception, mis-delivery, non-delivery, or delay of any communication. Customer understands that such communications may not be secure or encrypted.
5. **Stop Payments.** If Customer elects to use the stop payment feature of this Service, Customer must provide Bank with all information reasonably necessary for Bank to sufficiently identify the applicable Check and act on such stop payment order. A stop payment order is not effective until it is properly completed, received by Bank, and Bank has had a reasonable time to act. Properly submitted stop payment orders or stop payment orders requested via this Service are effective for six (6) months after the date received and will automatically expire after that period unless renewed in writing. Customer must submit stop payment orders by the Bank's Cut-off Time for stop payment orders each Business Day. Any stop payment order submitted after Bank's processing Cut-off Time will be considered to have been submitted the following Business Day. Prior to requesting a stop payment, Customer must verify that the Item has not already been posted to an Account. If an Item has already been paid prior to Bank's receipt and entry of the stop payment request, then Bank shall not be liable for any loss incurred by Customer arising from the event.
6. **Book Transfers.** Customer may use the book transfer feature of the Service to initiate a Payment Order between Customer's Accounts. Customer must submit a book transfer within Bank's processing Cut-off Time for book transfers each Business Day. Any book transfer submitted after Bank's processing Cut-off Time will be considered to have been submitted the following Business Day.
7. **Internet Components.** Customer understands that its use of this Service, and any other Service through this Service, operates using the Internet and other Components. In addition to any other assumptions of risk provided for under the Terms, Treasury Terms, and any other Service Terms, Customer acknowledges and assumes all risks of interception, security breach, corruption, transmission error, and access unavailability associated with the use of this Service, any other Service, the Internet, or any Component.
8. **Periodic Use.** Customer will access this Service at least every ninety (90) days. If Customer does not access this Service for ninety (90) days Bank reserves the right to remove Customer's ability to use this Service or terminate this Service without notice. This requirement does not affect and is in addition to and not in lieu of any other obligation Customer may have under the Terms, Treasury Terms, or any other Service Terms, including to review its Account Statements.

B. ACH Origination

1. **Service.** Through this Service Customer may initiate debit or credit Entries to its Accounts and to accounts at other financial institutions by means of ACH. Subject to these Service Terms, Customer will be Originator and Bank will act as Originating Depository Financial Institution ("ODFI") with respect to such Entries. Any Account for which Customer has requested use of this Service, in a form acceptable to Bank, and for which Bank has approved use of this Service will be an "ACH Account" under these Service Terms.
2. **Definitions.** Capitalized terms not defined in these Service Terms or in the Treasury Terms shall have the meaning ascribed in the Operating Rules.
3. **Operating Rules.** Customer shall comply with the Operating Rules.
4. **Transmission of Entries.** Customer shall submit all Files to Bank: (a) through the BBO Treasury Portal or such other method as communicated by Bank; (b) prior to Bank's established Cut-off Time; and (c) in compliance with these Service Terms. Customer authorizes Bank to transmit all Entries received. Customer may only originate an Entry that is or may result in CCD, CTX, and PPD Entries. Customer may originate TEL and WEB Entries with Bank's prior written approval. Customer shall not originate any Entry that is or may result in an International ACH (IAT), ARC, BOC, POP, RCK, or other Standard Entry Class Code type not expressly identified above ("Other SEC Class Code") Entry and agrees that IAT, ARC, BOC, POP, RCK or Other SEC Class Code Entries are specifically prohibited by these Service Terms. A credit Entry may be Transmitted through the ACH.
5. **Format; Processing Schedule.** Customer will ensure that all Files, and each Entry therein, are submitted in compliance with Bank's specifications and the Operating Rules. Customer is solely responsible for the content and form of Files and for correcting, repairing, and/or resubmitting any non-compliant File. Any File submitted after Bank's established Cut-off Time will be deemed submitted the following Business Day. Unless otherwise permitted by the Operating Rules and agreed to by Bank, Files must be submitted prior to the established Cut-off Time plus at least one (1) Business Day prior to the Settlement Date.
6. **Exposure Limits.** Bank may establish certain limitations on Customer's use of this Service based on the amount and/or frequency of Customer's Entries, whether individually or in total. These limitations may be communicated to Customer but will not be binding on Bank. Bank may modify, including decrease, these limitations at any time without notice to Customer. Customer shall comply with any such limitations, and Bank may reject any Entry that does not comply, in addition to any other rights Bank may have. Customer will provide Bank with its most recent year-end financial statements upon Bank's request.
7. **Settlement; Prefunding.** Customer authorizes Bank to debit the applicable ACH Account on the Settlement Date in the amount of each credit Entry. Bank may, in its sole discretion and without prior notice, require that upon submission or otherwise prior to the Settlement Date Customer make available, in immediately available funds, an amount up to the total amount of all credit Entries. Such amount will be deposited by Customer to an account designated by Bank and Customer authorizes Bank to place a hold on such account for the corresponding amount. If Customer refuses

or fails to make the full amount of funds available to Bank, Bank may, in its sole discretion, (a) reject all credit Entries or (b) pay all Entries.

8. **Bank Obligations.** All Files and Entries are subject to Bank's acceptance. Bank may reject, return, or delay processing any File or Entry that is incomplete or otherwise not in compliance with these Service Terms. Bank will notify Customer of any File that is rejected or returned via email or telephone on the next Business Day.
9. **Warranties.** Each time Customer uses this Service, and for each Entry, Customer warrants to Bank all warranties Bank is deemed to make under the Operating Rules with respect to any Entry originated by Customer. Without limiting the foregoing, Customer warrants that each Entry (a) has been properly authorized by the Receiver and such authorization has not been revoked; (b) is timely and accurate; and (c) complies with applicable law. Customer agrees to provide Bank with copies of any authorizations upon request.
10. **Provisional Credit.** Customer understands that the Operating Rules make provisional any credit given until the Receiving Depository Financial Institution ("RDFI") receives final settlement. If final settlement is not received, the RDFI is entitled to a refund from the Receiver, and the Originator of such Entry will be deemed to have not paid the Receiver.
11. **Cancellation or Amendment of Entry.** Customer has no right, and Bank is not obligated, to cancel or amend any Entry after it has been received by Bank. Customer may initiate a Reversal of an Entry as permitted by the Operating Rules. Consistent with the Operating Rules, any Reversal must be submitted to Bank in such time and manner specified by Bank and may be subject to acceptance by the RDFI.
12. **Inconsistency of Name and Number.** Customer understands that a Receiving Depository Financial Institution may act solely on the basis of an account number even if the name in an Entry describes a Receiver differently from the name on the account. Additionally, Bank may send an Entry to the applicable Receiving Depository Financial Institution based solely on the identifying number Customer provides even if such number identifies a different Receiving Depository Financial Institution by name.
13. **Third-Party Service Provider.** Customer may choose to use a third-party service provider to submit Files to Bank, handle Return Entries, or perform other functions related to this Service on Customer's behalf. However, Bank reserves the right to deny Customer's use of any particular third-party service provider and refuse to accept any File submitted by such third-party service provider. Customer will provide any information and/or documentation regarding Customer's use of a third-party service provider upon Bank's request. Customer will be responsible for any act or omission by such third-party service provider, including if Bank accepts any File submitted.
14. **Third-Party Sender.** Customer shall not submit any Entry on behalf of any third party at any time or otherwise act as a Third-Party Sender without the prior written consent of Bank. If Customer acts as a Third-Party Sender, Customer shall be subject to the following additional requirements. Customer represents and warrants to Bank that it will monitor, assess, and enforce limitation in accordance with the Operating Rules. If Customer originates on behalf of any other entity, Bank may require information including without limitation: (a) regarding Customer's financial condition;

(b) verifying Customer's customers and the nature of their businesses; and (c) sufficient for Bank to determine whether Customer is working with additional ODFIs. Customer shall comply with all audit requirements under the Operating Rules and shall provide proof of compliance upon Bank's request. Bank reserves the rights, in its sole discretion, to refuse to process Entries for a particular Originator. If Customer originates on behalf of any other entity and Bank determines in its sole discretion, that Bank no longer desires to process transactions for such entity, Bank may suspend, modify, amend or terminate the Service. Customer shall not act as a Third-Party Sender on behalf of another Third-Party Sender.

15. **Same Day ACH.** Notwithstanding anything to contrary in Sections 1 through Section 14 above, the following terms and conditions shall apply to Same Day ACH transactions.
- a. **Exposure Limits.** If Customer has been approved for Same Day ACH transactions, Same Day ACH transactions shall be limited to Customer's pre-approved assigned limit which in no event will exceed the then-current dollar limit as stated in the Operating Rules.

C. ACH Filter

1. **Service.** Through this fraud Service Customer will provide certain criteria against which ACH Entries to an ACH Filter Account will be compared. Customer will be notified of any ACH Entry that does not match the criteria Customer provided and be given an opportunity to return such ACH Entry.
2. **Definitions.** Capitalized terms not defined in these Service Terms or in the Treasury Terms have the meaning ascribed in the Operating Rules.
 - a. **ACH Filter Account.** Any Account of Customer for which Customer has requested, in a form acceptable to Bank, and Bank has approved, use of this Service.
 - b. **Alert.** An email notification provided to Customer of an ACH Entry to an ACH Filter Account that does not match the criteria provided by Customer.
3. **Decision by Customer.** Customer will be provided an Alert on each Business Day an ACH Entry is received for an ACH Filter Account that does not match the criteria provided by Customer. This Alert will contain details regarding each such ACH Entry, including amount, company ID, and Standard Entry Class Code, to the extent such information is available. On the same Business Day, prior to the established Cut-off Time, Customer should decide whether each such ACH Entry should be paid. If Customer chooses to return an ACH Entry, Customer must do so in accordance with Section 4 below.
4. **Returnable ACH Entries.** Customer may only return an ACH Entry if it is "unauthorized" (as such term is used under the Operating Rules) and shall not return an ACH Entry for any other reason, including if the ACH Filter Account does not contain sufficient funds, and shall not return any ACH Entry that was authorized by Customer. Customer understands that this Service is not intended to be used by Customer as a substitute for authorization instructions or to delay payment of an ACH Entry. Bank may request evidence from Customer, such as an affidavit, that any ACH Entry returned was in fact unauthorized.
5. **Return Method.** Customer will only return an ACH Entry through the BBO Treasury Portal. Customer will not attempt to return an ACH Entry using any other method, including by telephone.

or email. Bank will have no obligation to act on any communication through any other method relating to an attempt to return an ACH Entry regardless of whether or not actually received by Bank.

6. **Failure to Decide.** For each ACH Filter Account, for those ACH Entries for which Customer has not made a decision as provided in Section 3 above, Bank will return each ACH Entry for which Customer does not notify Bank whether to accept or return prior to Bank's established Cut-off Time, and Customer will be deemed to have returned such ACH Entry as "unauthorized" as provided for in these Service Terms and the Operating Rules.
7. **ACH Conversions.** While this Service is not intended to affect Checks or similar Items, Customer understands that other parties, including payees and other holders of Checks drawn by Customer, may convert Checks into ACH Entries. The criteria established by Customer may cause Checks converted into ACH Entries to be included in an Alert. Customer is solely responsible for ensuring that it establishes criteria that will permit such Checks to be properly paid or preventing such other parties from converting Checks drawn by Customer into ACH Entries.
8. **Exceptions.** Notwithstanding anything else in these Service Terms, this Service does not apply to ACH Entries between Bank and Customer, including ACH Entries:
 - a. relating to any amounts payable to Bank under any agreement that authorizes the withdrawal of funds from an ACH Filter Account to pay any amount due or to become due to Bank, including Fees and amounts owed to Bank in connection with a loan or other extension of credit, without regard to whether any such amount became due or agreement occurred prior to, simultaneously with, or after the date this Service had been established or Customer has provided any criteria regarding ACH Entries;
 - b. that Customer has originated through Bank under another Service;
 - c. reversing any previously received ACH credit Entry;
 - d. debiting or crediting the ACH Filter Account to correct processing errors; or
 - e. to comply with applicable law, regulations, or payment system rules.

D. Positive Pay

1. **Service.** This Positive Pay Service may be used by Customer to assist with the detection and deterrence of unauthorized, altered counterfeit, or fraudulent Checks drawn on Customer's Account. Subject to Section 6 of these Service Terms, this Service compares Checks drawn on Customer's Account that have been presented for payment to Bank against the Issued Report. Any Check that does not match the Issued Report will be considered an Exception Check and subject to Customer's decision as provided in these Service Terms.
2. **Definitions.**
 - a. **Positive Pay Account.** Any Account of Customer for which Customer has requested, in a form acceptable to Bank, and Bank has approved use of this Service.

ordinary care, and Bank will not have improperly paid or wrongfully dishonored the Check, as applicable.

7. **Check Number Range.** If Customer is using both the Bill Pay and Positive Pay Services, Customer acknowledges and agrees that Customer will not order checks in the same number range used by Bill Pay. If the Customer orders checks within the same number range, Customer shall be responsible for re-ordering checks and all costs associated therewith.

E. Check Watch

1. **Service.** This Check Watch service will cause any check presented to an account designated by Customer to reject and be returned automatically to any non-Bank affiliate the next Business Day.

F. Remote Deposit Express

1. **Service.** Through this Remote Deposit Express Service Customer will have the ability to electronically capture and deposit Checks it has received. Customer will use a Scanner to electronically create an Image of each Check and will be provided with access to the Remote Deposit Express portal to submit such Images for deposit. For any Images Bank accepts, Bank will process such Images through an electronic exchange with the Federal Reserve, drawees, other financial institutions, processors, or clearing houses as Bank determines in its sole discretion.
2. **Definitions.**
 - a. **Scanner.** A Component used by Customer to electronically create Images and capture remittance information, including payee, amount, MICR line, and serial number, of paper-based, original Checks.
 - b. **Image.** An electronic reproduction of a paper-based, original Check created by a Scanner.
3. **Scanner.** In using this Service, Customer will only use a Scanner which has been provided by Bank or which Customer has procured and Bank has approved. Customer must notify Bank and receive its approval prior to using another Scanner. If Bank provides the Scanner, Bank grants to Customer a non-transferrable and non-exclusive sublicense limited to Customer's use of this Service, and Customer may be required to complete additional documentation, including agreements, prior to Customer's use.
4. **Mobile Remote Deposit.** Customer may also make deposits to eligible Accounts from remote locations by taking a picture of Check deposits scanned images of which are then electronically delivered to Bank for deposit. Customer must have a supported mobile device with a supported camera and download the required application to such mobile device. The required application may be provided by a third-party, and Customer may be required to complete additional documentation, including agreements, prior to Customer's use. Bank does not guarantee that your particular mobile device, mobile device camera, or mobile device operating system will be compatible with the Service. Bank reserves the right to limit the maximum amount of your deposit.
5. **Prohibited Checks.** Customer will only use the Service to deposit Checks. Further, Customer agrees that it will not use the Service to deposit, or attempt to deposit, Checks that:

- a. are payable to any person other than Customer (or a reasonable derivation thereof);
- b. contain obvious alteration to any of the fields on the front of the Check;
- c. Customer knows or suspects, or should know or suspect, are fraudulent;
- d. are substitute checks, as defined in Federal Reserve Regulation CC;
- e. are remotely created checks, as defined in Federal Reserve Regulation CC;
- f. are drawn on financial institutions outside the United States or its territories or protectorates;
or
- g. are otherwise not acceptable under the Terms or Treasury Terms.

If Customer submits an Image that does not comply with these Service Terms, Customer makes all representations and warranties and assumes all obligations and liabilities as provided under these Service Terms to the same extent. Bank will not be liable, nor will Bank be deemed to have failed to exercise ordinary care if Bank accepts or processes any Image that does not comply with this Section and subsections (a) through (g) above.

- 6. **Customer Representations and Warranties.** Customer represents and warrants to Bank that:
 - a. all Checks are properly endorsed on the back side of the Check prior to being scanned with the endorsement "For electronic deposit at 1st Source Bank only" or as otherwise instructed by Bank from time to time;
 - b. any Image submitted to Bank completely, accurately, and legibly represents all of the information contained on the front and back of the original Check;
 - c. all Images meet all legal, technical, formatting, and quality standards and requirements as provided for by these Service Terms, applicable law, regulation, and/or Federal Reserve System, including for a substitute check;
 - d. all Images and authorizations will be maintained and be capable of being reproduced for the period of time prescribed by these Service Terms and applicable law; and
 - e. Customer will not redeposit, transfer, further negotiate, or otherwise cause any person to pay a Check more than once.
- 7. **Acceptance; Processing.** All Images must be submitted to Bank prior to the Bank's established Cut-off Time each Business Day. Any Image submitted after the Cut-off Time will be deemed to have been submitted on and will be processed the next Business Day. All Images are subject to Bank's acceptance. Bank reserves the right to reject or return any Image for any reason, including if any Image would be in violation of these Service Terms, any limitation that has been established for Customer (as provided in Section 8 below), or applicable law. Bank may also repair or attempt to repair any Image or data before returning it. Any Image that is returned, including for bad Image

quality, may be charged back against Customer's Account, along with any associated Fee. Bank will not be responsible or have any liability for any loss or delay Customer suffers if Bank rejects, returns, or repairs an Image. The Bank may, in its sole discretion, but shall not be obligated to, accept and process any Image transmitted to the Bank for deposit that does not comply with the requirements set forth in the Treasury, Terms, Service Terms or the Terms (including, without limitation, to endorse the original paper check "For electronic deposit at 1st Source Bank only" or as the Bank may otherwise instruct from time to time) and shall have no liability or responsibility for any damages, losses, claims or other causes of action experienced by Customer as a result of the Bank accepting and processing any such non-conforming Image.

8. **Limits on Use of Service.** Bank may establish limitations on Customer's use of this Service based on the amount of the Checks and/or frequency of Customer's submission of Images. Limitations may be placed on the amount of an individual Check, the total amount of all Checks submitted for any Business Day, and/or the number of Images submitted for any Business Day. These limitations may be communicated to Customer, but will not be binding on Bank. Bank may modify, including decrease, these limitations at any time without notice to Customer.
9. **Availability.** Customer understands that Items submitted using this Service are not subject to the funds availability requirements of Federal Reserve Regulation CC. Generally, funds will be available in accordance with Bank's standard availability policy, however, Bank reserves the right to place a hold on any or all Items deposited through the Service.
10. **Originals.** Customer shall establish procedures for retaining and destroying paper-based, original Checks after creating an Image. Such procedures must provide, at a minimum, that such Checks:
 - a. will be stored in a locked, fire-proof container in a secure area that is accessible to only a limited number of authorized personnel;
 - b. will not be duplicated, redeposited, or negotiated in any form;
 - c. will be destroyed no earlier than ninety (90) days and no later than one hundred (100) days after the associated Image has been created; and
 - d. may only be destroyed using cross-shredding and incineration.

Upon Bank's request, at any time prior to destruction, Customer must provide any original Check within with two (2) Business Days. Bank may review Customer's procedures in connection with use of the Service and require any remediation the Bank deems appropriate in its sole discretion.

11. **Maintenance.** After installation of the Scanner and Customer has received instructional training, Bank may provide, at its sole discretion, Customer with reasonable assistance and/or technical support for its use of the Scanner and this Service or assist Customer in obtaining such support from the manufacturer or distributor of the Scanner. Such assistance and/or support is provided solely as a courtesy and Customer may have the ability to permit Bank to view or access Customer's computer remotely from a location of Bank. Any assistance and/or support provided does not create any representation or warranty by Bank or affect any disclaimer of representations or warranties provided in the Terms, Treasury Terms, or any Service Terms.

CUSTOMER'S USE OF BANK'S ASSISTANCE AND/OR SUPPORT IS AT CUSTOMER'S OWN RISK AND IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND. CUSTOMER ASSUMES FULL RESPONSIBILITY AND LIABILITY RESULTING FROM ANY ASSISTANCE OR SUPPORT PROVIDED BY BANK, INCLUDING ANY TROJAN, WORM, VIRUS, SPYWARE, OR OTHER FORM OF MALICIOUS CODE, OR ANY CLAIM OF INFRINGEMENT OR ANY OTHER VIOLATION OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR ANYTHING SIMILAR TO THE FOREGOING THAT MAY RESULT.

12. **Certification.** On a periodic basis, including upon Customer's initial implementation of the Service, Bank may require Customer to certify that it has received instructional training on the use of this Service and understands the responsibilities associated with the use of this Service.

G. Zero Balance Sweeps

1. **Services.** Through this Zero Balance Sweep Service, at the end of each Business Day Bank will, after posting all applicable charges and credits, automatically withdraw funds from or deposit funds to, as the case may be, each Zero Balance Account and make a corresponding deposit of funds to or withdrawal of funds from, respectively, the applicable Master Account to achieve a zero balance, subject to Section 5 below.
2. **Definitions.**
 - a. **Affiliate.** An entity that directly or indirectly controls, is controlled by, or is under common control with Customer.
 - b. **Master Account.** An Account or an account of an Affiliate held with Bank which at the end of each Business Day funds are withdrawn from or deposited to in order to achieve a zero balance in the Target Account.
 - c. **Sweep Account.** An Account or an account of an Affiliate held with Bank for which Bank has received a request, either from Customer or Affiliate, in a form acceptable to Bank, and Bank has approved use of the Zero Balance Sweep Service. A Sweep Account may be a Zero Balance Account or a Master Account depending on the request of the Customer or an Affiliate.
 - d. **Zero Balance Account.** An Account or an account of an Affiliate held with Bank which at the end of each Business Day, after all applicable credits and debits have been posted, any funds in excess of a zero balance are withdrawn and deposited to the Master Account or if funds are below the zero balance, including an overdraft, funds are deposited to by a withdrawal from the Master Account.
3. **Restrictions.** Customer represents and warrants that each Sweep Account is not and will not be restricted in any way and is owned and held outright by Customer or the respective Affiliate (as applicable). If at any time a Sweep Account is or will be restricted or is not or will not be owned or held outright by Customer or the respective Affiliate (as applicable), Customer must notify Bank immediately, and Bank reserves the right to terminate any Sweep Service immediately.

4. **No Credit Agreement.** The Zero Balance Sweep Service is not to be construed as an agreement or commitment by Bank to extend or provide any credit to Customer or any Affiliate.
5. **Balances.** A sufficient balance of actually and finally collected funds must be maintained on deposit at all times in the Master Account to cover all transactions, including items drawn, ACH Entries, and Payment Orders, on the Master Account in addition to any funding obligations to a Zero Balance Account that may be created thereunder. In the event the Master Account fails to maintain a sufficient balance of actually and finally collected funds (a) the zero balance may not be achieved, (b) Bank may refuse any transaction on any Sweep Account, and/or (c) Bank may suspend Sweep Services to any Sweep Account until a sufficient balance is on deposit.
6. **Indirect and Unauthorized Access.** Customer understands that access to the Master Account's funds may be gained and an overdraft may be caused by any person who has control of a Zero Balance Account, regardless of whether such person has also been granted authority or access to the Master Account. This indirect access may result in the Master Account paying or assuming obligations, including Items, ACH Entries, overdrafts, and Fees associated therewith, that are presented or posted to a Zero Balance Account.
7. **Affiliates.**
 - a. Customer may request that an account of an Affiliate held with Bank be designed as a Zero Balance Account. Under such a request funds would be automatically transferred to and/or from the Affiliate's account and correspondingly to and/or from an Account designated as the Master Account.
 - b. Customer may request that an Account be designated as a Zero Balance Account to an account of an Affiliate held with Bank that has been designated as the Master Account. Under such a request funds would be automatically transferred to and/or from an Account and correspondingly to and/or from the Affiliate's account that has been designated as Master Account. The Affiliate will become Customer's agent for the purposes of the Zero Balance Sweep Service and may at any time: (i) discuss Customer's Sweep Account and any details, matters, or information with Bank relating to the arrangement; (ii) receive and execute any documents relating to the arrangement; (iii) add other Accounts and/or accounts of other affiliates as Sweep Accounts; and (iv) remove any Sweep Account from the arrangement.
 - c. Customer represents and warrants to Bank that it and each Affiliate has the requisite approval and authority to request and engage in any arrangement contemplated by Section 7(a) or (b) above. Bank may request any information or documentation with regard to Customer and Affiliate's approval and authority. Customer and/or each Affiliate may be required to complete additional documentation, including any agreements with Bank that Bank deems necessary, prior to Bank's approval of any request.
 - d. The decision to grant any Customer request under Sections 7(a) or (b) is within the Bank's sole discretion. Bank may place conditions or limitations on any request or deny any request for any reason.
 - e. If Bank grants any request, in addition to any other rights Bank may have or obligations Customer or each Affiliate may have: (i) Customer and each Affiliate will, jointly and

severally, indemnify and hold Bank harmless from and against any and all claims, demands, judgements, losses, damages, costs, or expenses (including attorneys' fees) arising out of or relating to these Service Terms and the Zero Balance Sweep Service; and (ii) Bank will have the right to setoff, in whole or in part, any funds in any Sweep Account at any time, without notice, against any overdraft in any other Sweep Account, even if doing so places such Sweep Account into or further into overdraft.

8. **Modifications of Sweep Service Parameters.** Customer may add and/or remove Customer Accounts as Sweep Accounts, and if Customer has been appointed as agent by any Affiliate, Customer may add/remove such Affiliate's accounts held at Bank as Sweep Accounts, at any time by providing notice in a form acceptable to Bank. Bank reserves the right to: (i) refuse to add any account as a Sweep Account; (ii) remove any Sweep Account from any Sweep Service; and (iii) require that Customer or an Affiliate (if applicable) fund the Master Account with actually and finally collected funds in an amount sufficient to cover any payment, including any Item drawn or Payment Order, on Sweep Accounts.
9. **FDIC Disclosures.** In the event of a failure of Bank, funds transferred as part of a Sweep Service will be considered deposits of the Sweep Account in which the funds are held, as reflected on Bank's end-of-day ledger balance, by the Federal Deposit Insurance Corporation and insurance will be determined by the Federal Deposit Insurance Corporation. Requested arrangements with affiliates, as described in Sections 7(a) or (b), may result in a reduction or complete elimination of any insurance available to Customer.

H. Wire Transfer

1. **Service.** Through this Service, Bank may permit Customer to make an Electronic and/or Manual Payment Order or to authorize a recipient to initiate a Reverse Wire Transfer from Customer's Account. Unless otherwise agreed by Bank, each Account must be a demand deposit account. Bank maintains the sole discretion to determine whether Customer and/or any Account is eligible for this Service or any portion of this Service. Bank may place restrictions on Customer's use of this Service or on an Account's use of this Service. Bank may withdraw any prior determination or remove or add any restriction at any time. This Service is only for Customer's internal use to carry out Customer's normal business. Customer shall not use or attempt to use this Service for any consumer purposes. If Customer applies for, uses, or continues to use this Service, Customer agrees to be bound by this Agreement.
2. **Definitions.**
 - a. **Reverse Wire Transfer.** A wire transfer that is initiated by the recipient to debit the Account of Customer where Bank has received Customer's prior written authorization of such wire transfer. A Reverse Wire Transfer is also known as a funds drawdown request or Fedwire 1031 drawdown request.
3. **Authorized Users, Manual Initiators, and Manual Approvers.**
 - a. Customer will designate Authorized Users to make Electronic Payment Orders and provide other information as Bank may request regarding each such Authorized User in a form acceptable to Bank which Bank may provide through the BBO Treasury Portal.

- b. Customer will designate Authorized Users to make Manual Payment Orders (each a "Manual Initiator") and to confirm Manual Payment Orders (each a "Manual Approver"), and provide other information as Bank may request regarding each such Manual Initiator and Manual Approver using Exhibit C Manual Payment Order Authorization Form attached to this Agreement or such other form as Bank may provide.
 - c. In addition to a User ID and password, Bank will issue a security code for each Manual Initiator and Manual Approver.
 - d. Bank may request additional information at any time. Bank is not responsible for the validity, accuracy, or completeness of any information provided by Customer, and Bank is entitled to rely solely on this Agreement and any information provided by Customer in providing this Service.
 - e. Customer will maintain a current and accurate list of all Authorized Users, Manual Initiators, and Manual Approvers. Customer will notify Bank's Treasury Services Department of any change with respect to any information regarding an Authorized User, Manual Initiator, or Manual Approver or any security code, including updates, additions, or deletions, in a form acceptable to Bank.
 - f. Customer will be responsible for the acts of all Authorized Users, Manual Initiators, and Manual Approvers, including for Payment Orders and amendments or cancellations thereof.
4. **Electronic Payment Order.** In order to make an Electronic Payment Order or an amendment or cancellation thereof, the security procedure requires an Authorized User's User ID and password and one or more of: a token, biometric identifier, cookie, digital signature, "out-of-band" authentication, call-back, and other security devices, factors, or methods communicated by Bank to Customer. Any portion of a security procedure may be provided or administered by Bank or a third-party service provider selected by Bank. Bank may use or change a third-party service provider at any time, without notice to Customer. Use of a third-party service provider will not affect the commercial reasonableness of any security procedure or Customer's liability.
5. **Manual Payment Order.**
 - a. If Bank receives a Manual Payment Order from anyone purporting to be a Manual Initiator and such Manual Payment Order is verified by Bank with the security code of the respective Manual Initiator, Bank may choose to accept such Payment Order. No person attempting to place a Manual Payment Order may use the security code of another Manual Initiator. Bank may, but is not obligated to, confirm such Payment Order by a call-back to any Manual Approver at the telephone number provided in Exhibit C and the purported Manual Approver may be required to provide the security code for the respective Manual Approver.
 - b. Customer understands that a Manual Payment Order presents potential increased and additional risks, including of fraud and unauthorized activity. Customer has considered the risks of Manual Payment Orders and by signing this Agreement and completing Exhibit C agrees that any Manual Payment Order received by Bank from any anyone purporting to be a Manual Initiator who provides the security code of the respective Manual Initiator will be deemed to have been made on behalf of Customer, regardless of whether Bank confirmed such Manual Payment Order by a call-back to the Manual Approver or not.

6. **Cut-off Times.** All Payment Orders, amendments, and cancellations are subject to receipt by Bank prior to the established Cut-off Time for each Business Day. Bank will communicate cutoff times to Customer and may establish and change cut-off times from time to time. Any Payment Order, amendment, or cancellation received by Bank after the applicable cut-off time will be deemed to have been received the next Business Day.
7. **Acceptance.** All Payment Orders, amendments, and cancellations under this Service must be received in a form and containing all information required by Bank. All Payment Orders, amendments, and cancellations are subject to Bank's acceptance. Bank, in its sole discretion, reserves the right to reject or delay acceptance of any Payment Order, amendment, or cancellation, including if (a) Bank is unable to verify Customer's use of the Service in accordance with the security procedure; (b) the Payment Order amount exceeds the amount of immediately available funds in Customer's Account; (c) Customer is in breach of any provision of the Terms, this Agreement, or any other agreement with Bank; (d) Bank believes that acceptance may result in a violation of law or regulation, or cause Bank to violate any time frame or banking practice applicable to Bank; or (e) Bank has concerns regarding any party involved in the Payment Order. Bank will use reasonable efforts to notify Customer of Bank's rejection or delay of Payment Orders, amendments, and cancellations, but will have no liability for failure to give such notice.
8. **Identifying Number.** Bank, funds transfer systems, intermediaries, and other financial institutions may rely solely on the identifying number (e.g., account number) of a party, including of the beneficiary, beneficiary's financial institution, or any intermediary, provided by Customer. None of Bank, any funds transfer system, intermediary, or other financial institution has any duty or obligation to confirm, validate, or otherwise determine whether any identifying number provided by Customer is accurate or correct. A Payment Order, amendment, or cancellation may be accepted and executed even if it describes any party, including the beneficiary, inconsistently by name and identifying number.
9. **Systems; Intermediaries.** Notwithstanding any request or instruction of Customer, in executing any Payment Order, Bank reserves the right to use any funds transfer system or intermediary Bank deems reasonable under the circumstances.
10. **Foreign Exchange.**
 - a. If Bank accepts any Payment Order that is in a currency other than United States dollars ("USD"), Bank may enter into a transaction with other parties to sell or purchase, as applicable, USD and purchase or sell, as applicable, another currency (an "Exchange") in order to complete the Payment Order. Any such other party may charge fees and may complete all or any portion of the Exchange on Bank's behalf. The purchase price for the applicable other currency in the Exchange will be at a rate and spread determined by Bank, or agreed upon between Bank and any other party, and notified to Customer. Customer understands that the beneficiary may not receive an exact equivalent of the applicable currency. This purchase price may differ from that of other transactions Bank has entered into, whether related to Customer or to any other customer of Bank. Bank may be entitled to a commission, fee, or percentage thereof from other parties based on the amount of the Payment Order.
 - b. Once a Payment Order has been accepted by Bank, for Customer's purposes, the Exchange will be final and irrevocable. Bank has no obligation to stop, cancel, reverse, or revoke any Exchange, or buy back any currency from Customer. Customer assumes all risks of fluctuation in the purchase price and market of any currency, including the entire risk of loss if a currency cannot be sold back once purchased.

11. Payment Order Amendment and Cancellation.

- a. Prior to acceptance of a Payment Order by Bank, Customer may request to amend or cancel a Payment Order. Any such request must be received by Bank in a time and manner affording Bank a reasonable opportunity to act.
- b. If Bank has accepted a Payment Order, Customer has no right, and Bank is not obligated, to amend or cancel a Payment Order. Bank, in its sole discretion, may choose to accept a request to amend or cancel a Payment Order, but Bank makes no representation, warranty, guarantee, promise, or anything similar regarding Bank's ability to act on or complete any request to amend or cancel a Payment Order. A request to amend or cancel a Payment Order may be subject to the acceptance or action of other parties, including the beneficiary's financial institution. Bank will not be liable for any request to amend or cancel a Payment Order that is not completed, and Customer's liability for the Payment Order will be unaffected.

12. Confirmation. If Bank accepts any Payment Order, or any amendment or cancellation thereof, Bank will provide confirmation to Customer within one Business Day following the date of completion. Bank may provide such confirmation by mail to Customer's last known address or electronically to any email address provided by Customer, or if Customer makes Electronic Payment Orders, electronically through the Service. Customer must immediately examine any confirmation and notify Bank of any error or discrepancy. If Customer does not notify Bank within fourteen (14) days of the date the confirmation is sent or otherwise made available to Customer, Customer will have failed to exercise reasonable care and promptness in reviewing such confirmation. Bank is not required to reimburse Customer, and Customer is precluded from demanding payment from or making any claim against Bank, for any loss, damage, or expense, including any loss of interest, relating to such confirmation.

I. Bill Pay

1. **Service.** Through the Bill Pay Service, Bank will make payments from Customer's designated Account to a Payee. Bill Pay may be offered as an additional feature of Bank's BBO Treasury Service.
2. **Definition.**
 - a. **Payee.** Anyone, including Bank, within the United States, its territories and Army Post Offices, Customer designates and Bank accepts as a recipient of a bill payment.
3. **Payees and Accounts.** Bank reserves the right to refuse the designation of a Payee, deny enrollment in the Service, or deny access to any Account chosen for use with the Service for any reason and at any time.
4. **Payment Orders.**
 - a. Customer is solely responsible for:

- (i) scheduling bill payments to ensure timely receipt by Payees. The Service will calculate an estimated arrival date. This is an estimate only, and Bank shall have no responsibility or liability for late payments, finance charges, or any other fees a Payee might impose on Customer for a late payment.
 - (ii) Payment Orders that contain an error or duplicate another bill payment.
 - (iii) Any delay or failure of a bill to be paid due to Customer providing incomplete, incorrect, or outdated information, or not following the instructions for using the Service.
- b. Customer may change or cancel a Payment Order any time prior to the Cut-off Time on the scheduled process date.
- c. Tax payments, payments to settle securities transactions, and court-ordered payments may be scheduled through the Service, but are discouraged and are scheduled at the Customer's sole risk.

5. Payment Processing.

- a. A single Payment Order will be processed on the Business Day Customer designates as the payment's process date, provided that Customer submits the Payment Order prior to the cut-off time on that date. A single Payment Order submitted after the cut-off time on the designated process date will be processed on the next Business Day. If Customer designates a non-Business Day as the payment process date, the Payment Order will be processed on the first Business Day following the designated process date.
 - b. A recurring Payment Order will be processed based upon the frequency setting designated by the Customer. Each recurring Payment Order is automatically scheduled by the Service. If the scheduled process date is a non-Business Day, the date will be adjusted based on the following rules:
 - (i) If Customer selects the recurring payment "Pay Before" option, the process date for the Payment Order will be adjusted to the first Business Day prior to the calculated process date.
 - (ii) If Customer selects the recurring payment "Pay After" option, the process date for the Payment Order will be adjusted to the first Business Day after the calculated process date.
 - (iii) If the Customer designates the 29th, 30th, or 31st day of the month for the Payment Order process date, and that day does not exist in the month of the calculated process date, the process date for the Payment Order will be adjusted to the last calendar day of the month subject to (b)(i) and (ii) above.
- 6. Cut-off Time.** All Payment Orders, amendments, and cancellations are subject to receipt by Bank prior to the established Cut-off Time, for each Business Day. Any Payment Order, amendment, or cancellation received by Bank after the applicable cut-off time will be deemed to have been received the next Business Day.
- 7. Payment Methods.** Bank reserves the right to select the method by which it will remit your bill payment to the Payee. Bill payments may be processed by check or by electronic fund transfer (EFT).

8. **Research.** Bank reserves the right to charge Customer for research time in connection with any payments no longer available through Customer's screen history. Bank will not charge a fee for research Bank conducts in connection with correcting a Bank error.
9. **Payment Rail/Network.** Bank or its third-party vendor reserves the right to use any payment rail/network it determines necessary. Bank will not increase its fees assessed to Customer for the use of the various payment rails/networks, but Customer acknowledges and agrees that the Bank cannot control whether fees may be incurred by the recipient as the result of the choice of a particular payment rail/network.
10. **Check Number Range.** For Customer using both the Bill Pay and Positive Pay Services, Customer acknowledges and agrees that Customer will not order checks in the same number range used by Bill Pay. If the Customer orders checks within the same number range, Customer shall be responsible for re-ordering checks and all costs associated therewith.

EXHIBIT A

Subsidiary/Affiliate List

Subsidiary or Affiliate Legal Name (each a Customer)	Tax Identification Number

EXHIBIT C

**Wire Transfer Service
Manual Payment Order Authorization Form**

Date:

Customer:

Customer Address:

Email for Wire Receipts:

Dollar Limit for Required Second Caller: \$500,000.00

Accounts:

Customer Name (if different than Customer listed above*)	Account Name	Account Number

*as provided in the Master Agreement, each person holding an Account is a Customer and bound thereby

List below and check the appropriate boxes for Authorized User who is authorized as a Manual Initiator and/or Manual Approver for the above-listed Accounts. Each Authorized User indicated as a Manual Initiator will be authorized to initiate Manual Payment Orders. Bank may act on any Manual Payment Order from any purported Manual Initiator as provided in the Master Agreement. Each Authorized User indicated as a Manual Approver will be authorized to confirm Manual Payment Orders. Bank may, but is not obligated to, confirm any Manual Payment Order from a purported Manual Initiator as provided in the Master Agreement.

Name	Title	Phone Number	Manual Initiator	Manual Approver
Signature:				

Name	Title	Phone Number	Manual Initiator	Manual Approver
Signature:				

Name	Title	Phone Number	Manual Initiator	Manual Approver
Signature:				

Name	Title	Phone Number	Manual Initiator	Manual Approver
Signature:				

Name	Title	Phone Number	Manual Initiator	Manual Approver
Signature:				

By signing below Customer acknowledges it has received the Master Agreement and agrees to be bound by the terms thereof. This Manual Payment Order Authorization Form supersedes all previous Manual Payment Order Authorization Forms with respect to the Accounts listed herein. Bank may continue to act pursuant to this Manual Payment Order Authorization Form until Bank receives and accepts any changes in accordance with the Master Agreement. By signing below Customer represents and warrants that it is authorized on behalf of each subsidiary or Affiliate Account holder listed herein, and that each subsidiary or Affiliate has duly authorized Customer and/or Customer is otherwise authorized pursuant to or by operation of law.

[Customer's Legal Name]
 (for itself and on behalf of its Affiliates and subsidiaries, each a "Customer")

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

1st Source Bank

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



**Addendum to
Treasury Master Services Agreement**

This Addendum is incorporated into the Treasury Master Services Agreement (“Master Agreement”) and is in addition to all of the terms and conditions contained in the Master Agreement. If any terms of this Addendum conflict with the Master Agreement, the terms of this Addendum will control. Capitalized terms not defined in this Addendum shall have the meanings ascribed in the Master Agreement.

Section 1. Duties

Bank shall provide Customer general banking services and Services (hereinafter referred to as “Duties”), in accordance with the Terms, Treasury Terms and Service Terms.

- (A) Customer accounts shall include the Customer’s Civil City and Utility’s Operating, Credit Card, Wire, and Savings Accounts, and the Community Development Block Grant Account, as well as additional accounts as requested and agreed by Bank.
- (B) All accounts will earn an interest rate of the Federal Funds Effective Rate (H.15) plus 20 basis points. The Earnings Credit Rate will also be the Federal Funds Rate (H.15) plus 20 basis points. Bank will not charge a reserve requirement on balances.
- (C) All accounts will be charged per Item fees according to Exhibit B to the Master Agreement less a discount of seventy-five percent (75%). Fees will be posted to the account of Customer’s choice as designated in writing to Bank.
- (D) Bank will coordinate with Superior Press to purchase remote deposit scanners on Customer’s behalf and the account of Customer’s choice as designated in writing to Bank will be auto-debited for its portion of the cost. Bank will pay fifty percent (50%) of the cost of up to six (6) scanners.
- (E) [Intentionally omitted].

Section 2. Effective Date; Term

- (A) The Master Agreement shall be effective for a period of two (2) years (“Original Term”) under the terms of the Master Agreement, commencing October 1, 2022, and terminating September 30, 2024, unless otherwise terminated by either party in accordance with the terms and conditions of the Master Agreement and this Addendum.
- (B) The Master Agreement may be renewed by written amendment executed by both parties. Either party may provide the other party notice in writing at least ninety (90) days before the expiration of the Original Term if either party desires to extend the Master Agreement. The term of the renewal shall not be longer than the Original Term.f
- (C) The Fees as stated on Schedule B to the Agreement will not be subject to change during the Original Term.

Section 3. 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 Bank or Bank’s employees, agents or subcontractors under this Master Agreement specifically for, at the request of Customer, and not otherwise generally provided to customers in the ordinary course of Bank’s business (“Custom Documents”), shall become and remain the property of and may be used by Customer, provided that any Documents prepared by Bank or its employees, agents or subcontractors in the ordinary course of

providing services are and shall remain the property of Bank. Bank may retain a copy of the Custom Documents for its records.

Section 4. Independent Contractor

Bank shall operate as a separate entity and independent contractor of the Customer. Any employees, agents or subcontractors of Bank shall be under the sole and exclusive direction and control of Bank and shall not be considered employees, agents or subcontractors of Customer. Customer shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Bank and/or Bank's employees, agents or subcontractors.

Section 5. Non-Discrimination

Bank agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Bank and any subcontractors, or any other person acting on behalf of Bank or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Master 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 6. Employment Eligibility Verification

- (A) Bank shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Bank is not required to participate in the E-Verify program should the program cease to exist.
- (B) Bank shall not knowingly employ or contract with an unauthorized alien, and Bank shall not retain an employee or continue to contract with a person that Bank subsequently learns is an unauthorized alien.
- (C) Bank shall require its subcontractors, who perform work directly and specifically for Customer under this contract, to certify to Bank 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. Bank agrees to maintain this certification throughout the duration of the term of a contract with such subcontractors.
- (D) Customer may terminate the contract if Bank fails to cure a breach of this provision no later than thirty (30) days after being notified by Customer of a breach.

Section 7. Contracting with Relatives

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

Section 8. No Investment Activities in Iran

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

Section 9. 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 act of God; an act of war; a natural disaster; a decree, act, order, or regulation of a governmental body; or other similar occurrence not the fault of the affected party that is beyond the reasonable control of the party and could not have been avoided by exercising reasonable diligence.
- (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 10. Default

- (A) If Bank fails to perform the Duties or comply with the provisions of the Master Agreement, then Bank may be considered in default if Bank fails to cure the same in the time period specified in subparagraph (B) below.
- (B) It shall be mutually agreed that if Bank fails to perform the Duties or comply with the provisions of the Master Agreement, Customer may issue a written notice of default and provide a period of time that shall not be less than thirty (30) days in which Bank shall have the opportunity to cure. If the default is not cured within the time period allowed, this Master Agreement may be terminated by the Customer. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the Customer may otherwise secure similar services in any manner deemed proper by the Customer.
- (C) Bank may also be considered in default by the Customer if any of the following occur:
 - (1) [Intentionally omitted.]
 - (2) Bank is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Bank becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Bank 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 Bank or any of 1st Source's property.
 - (6) Bank is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Bank unable to perform the Duties.
 - (7) The Master Agreement is assigned by Bank without the consent of the Customer, which consent shall not be unreasonably withheld, conditioned or delayed, provided however, that Bank may assign its rights, in whole or in part, without such consent to (a) one or more of its subsidiaries or affiliates, or (b) an entity that acquires all or substantially all of the business or assets of Bank to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise.

Section 11. Termination

- (A) The Master Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Bank shall be paid for all services performed and expenses reasonably incurred through the effective date of termination.
- (B) Customer may terminate this Master Agreement in accordance with Section 10, in whole or in part, in the event of an uncured default by Bank.
- (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 Master Agreement.

Section 12. Notice

Any notice required or desired to be given under this Master 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 to Customer will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address. Notice to Bank will only be effective once received, and Bank has had a reasonable opportunity to act.

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

And

City of Goshen, Indiana
Attention: Clerk-Treasurer
202 South Fifth Street, Suite 2
Goshen, IN 46528

Bank: 1st Source Bank
Attention: Treasury Services
P.O. Box 1602
South Bend, Indiana 46634

And

1st Source Bank
Attention: John B Griffith, Registered Agent
100 N Michigan St.
South Bend, IN 46601-1000

Section 13. [Intentionally omitted.]

Section 14. Amendments

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

Section 15. Waiver of Rights

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

Section 16. Applicable Laws

- (A) Bank agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.
- (B) Bank agrees to obtain and maintain all required permits, licenses, registrations, certifications, accreditations, and approvals required to perform the Duties under this agreement, and agrees to comply with all health, safety, and environmental rules or regulations in the performance of the Duties. Failure to do so maybe deemed a material breach of this Master Agreement.

Section 17. Miscellaneous

- (A) Any provision of this Master Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions identified in this Addendum and required by law to be inserted into the Master 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 Master 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.
- (D) In Part 1, Section 6. Security Procedures, Subsection a., Subsection d. and Subsection g. are deleted in their entirety and replaced with the following:
 - a. Customer agrees to and will follow the security procedures communicated to Customer by Bank, including any security procedure set forth in these Treasury Terms, any Service Terms, application, user guide, security procedures overview, or posted on the website through which a Service is accessed. Bank will validate Customer's use of a Service, and thereby any Payment Order, against the applicable security procedure. Customer understands that security procedures are designed to verify the authenticity of Payment Orders, not the accuracy.
 - d. Customer agrees that the security procedure is a commercially reasonable method of providing security against unauthorized Payment Orders and amendments and cancellations thereof. Further, each time Customer uses a Service, including making a Payment Order, Customer agrees that the security procedure is a commercially reasonable method of providing security against unauthorized Payment Orders and amendments and cancellations thereof.
 - g. Bank may revise, update, or replace a security procedure, in whole or in part, at any time upon notice to Customer. Customer's use of the revised, updated, or replacement security procedure, including accessing any Service, constitutes acceptance of such security procedure and agreement that such security procedure is a commercially reasonable method of providing security against unauthorized Payment Orders and amendments or cancellations thereof.

- (E) In Part I, Section 13. Statement Review, Subsection b., second sentence, "fourteen (14) days" is changed to "thirty (30) days."
- (F) Part I, Section 18. Customer Warranties, Subsection d., is deleted in its entirety and replaced with the following:
- d. Customer will use reasonable commercial efforts to ensure that no deposit, file, data, or information of any kind that Customer transmits, sends, delivers, posts, or otherwise provides to Bank contains any Trojan, worm, virus, spyware, or other form of malicious code, or anything similar ("*Malware*") that Customer knows of or should know of. This shall include an obligation to use the latest versions of anti-virus software available from an industry accepted anti-virus software vendor to check for and delete Malware.
- (G) In Part I, Section 19. Disclaimer of Warranties, the following is added after the section heading as a new first sentence before the remainder of the provision: "Bank will make commercially reasonable efforts to provide the Services and correct errors under our control."
- (H) In Part I, Section 20. Limitation of Liability, Subsection a., first sentence, "gross negligence" is changed to "negligence."
- (I) Part II, Section D. Positive Pay, Subsection 6. In-Branch Presentment is deleted in its entirety and replaced with the following:
6. **In-Branch Presentment.** Bank will compare a Check presented for payment in-person at a branch of Bank against the Issued Report and either (a) return such Check to the presenter because it does not match the Issued Report or (b) pay such Check because it does match the Issued Report. Provided that Bank followed its usual and customary procedures in doing so, Bank will be deemed to have exercised ordinary care, and will not be deemed to have improperly paid or wrongfully dishonored the Check, as applicable.
- (J) Part II, Section F. Remote Deposit, Subsection 10. Originals, Subsection d. is deleted in its entirety and replaced with the following:
- d. may only be destroyed using shredding and/or incineration.
- (K) In Part II, Section H. Wire Transfer, Subsection 12. Confirmation, fourth sentence, "fourteen (14) days" is changed to "thirty (30) days."

Section 18. Severability

In the event that any provision of the Master 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 Master Agreement shall not affect the validity or enforceability of any other provision of the Master Agreement.

Section 19. Binding Effect

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

Section 20. Entire Agreement

This Master Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Customer and Bank with respect to the subject matter hereof.

Section 21. Authority to Bind

Each of the undersigned affirms that all steps have been taken to authorize execution of this Addendum to Master Agreement, and upon each of the undersigned's execution, bind their respective organizations to the terms of this Addendum to Master Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum to Master Agreement on the dates as set forth below.

City of Goshen, Indiana

1st Source Bank

By: 

By: 

Printed Name: Richard R. Aguirre

Printed Name: DAVID CRISP

Title: City of Goshen Clerk-Treasurer

Title: ASSISTANT VICE PRESIDENT

Date Signed: AUG. 22, 2022

Date Signed: AUG. 22, 2022

EXHIBIT B
Treasury Services Fee Schedule

PRODUCT OR SERVICE	MONTHLY FEE	SET UP FEE
Business Banking Online Treasury		
BBO Special Access Maintenance	\$15.00*	NA
ACH Treasury Monthly Maintenance	\$35.00*	\$50.00
ACH Same Day Monthly Maintenance (must have ACH Treasury)	\$10.00	\$50.00
TPS ACH Same Day Monthly Maintenance (must have ACH Treasury)	\$50.00	\$50.00
Wire Module Monthly Maintenance	\$45.00	\$50.00
Reverse Wire Module Monthly Maintenance (must have Wire Module)	\$25.00	\$100.00
Balance Rpt Per Account (first two deposit accounts)	\$0.00	NA
Balance Rpt Per Account (deposit accounts over two)	\$3.00	NA
Balance Rpt Per Item (0-1,000)	\$0.00	NA
Balance Rpt Per Item (1,001 +)	\$0.03	NA
Bill Pay Service (w/o Special Access, includes 10 payments monthly)	\$8.95	NA
Bill Pay Service (w/o Special Access, 11+ payments)	\$0.50	NA
Returned Item Fee for Bill Pay	\$25.00	NA
ACH Origination Services		
ACH Originated Transactions (All SEC Codes)	\$0.10*	NA
ACH Addenda	\$0.15	NA
ACH Returns - Chargeback	\$1.00*	NA
ACH Returns - Unauthorized	\$20.00	NA
ACH Same Day Transactions (Emergency Use)	\$1.00	NA
ACH Same Day File (Emergency Use)	\$25.00	NA
ACH Suspended File Fee	\$20.00	NA
Fraud Protection Services		
Payment Manager Maintenance	\$25.00*	\$100.00
Payment Manager Addl Accounts	\$12.50*	NA
Payment Manager Maintenance (O)	\$15.00*	\$100.00
Payment Manager Addl Account (O)	\$7.50*	NA
Positive Pay Maintenance	\$15.00*	\$100.00
Positive Pay Addl Account	\$7.50*	NA
Positive Pay Issued Items	\$0.02*	NA
Positive Pay Paid Exception	\$5.00	NA
Positive Pay Return Exception	\$10.00	NA
Positive Pay Verbal Decision	\$15.00	NA
ACH Filter Paid Exception (PM)	\$0.00	NA
ACH Filter Return Exception (PM)	\$5.00	NA
ACH Filter Maintenance (O)	\$0.00	NA
ACH Filter Addl Accounts (O)	\$0.00	NA
ACH Filter Maintenance	\$15.00*	NA
ACH Filter Addl Account	\$7.50*	NA
ACH Filter Paid Exception (O)	\$0.00	NA
ACH Filter Return Exception (O)	\$5.00	NA
ACH Filter Paid Exception	\$0.00	NA
ACH Filter Return Exception	\$10.00	NA
ACH Filter Verbal Decision	\$15.00	NA
Remote Deposit Services		
Remote Deposit First Scanner	\$40.00	\$100.00
Remote Deposit Additional Scanners	\$15.00	NA
Mobile Deposit Access Per User	\$7.50	NA
Mobile Checks Deposited	\$0.50	NA
Remote/Mobile Deposits Posted	\$0.00	NA
X-9 File Transfer for Remote Deposit	\$40.00	\$250.00

EXHIBIT B
Treasury Services Fee Schedule Continued

Controlled Disbursement Services		
CDA Maintenance First Account	\$48.00	\$70.00
CDA Maintenance per Addl Account	\$24.00	NA
CDA Per Presented Check	\$0.02	NA
Sweep Services		
Zero Balance Account First Account	\$12.00*	\$50.00
Zero Balance Account Additional Accounts	\$12.00	NA
Lockbox Services		
Lockbox Maintenance	\$100.00	\$100.00
Wholesale - Items (\$70 minimum monthly fee)	\$0.40	NA
Wholesale - Unprocessables	\$0.30	NA
Retail - Full Pay Items	\$0.15	NA
Retail - Check Only Items (\$70 minimum monthly fee)	\$0.40	NA
Retail - Unprocessables	\$0.10	NA
Check Images - Online	\$0.03	NA
Check Images - Fax	\$0.05	NA
Check Images - Print	\$0.07	NA
Invoice/Remittance Images	\$0.10	NA
Envelope Images	\$0.25	NA
Bates Stamping	\$0.02	NA
Data Capture - OCR	\$0.01	NA
Data Transmission	\$75.00	NA
FAX Rptg - Detail	\$45.00	NA
Multiple Payees 10 or more	\$125.00	NA
Online Image Inquiry	\$25.00	NA
Postage - Electronic Pkg	\$0.07	NA
Postage - Paper Pkg	\$0.10	NA
Courier Delivery	\$9.00	NA
Special Handling - Per Item	\$0.01	NA
Special Handling - Envelopes	\$0.01	NA
Special Handling - Flat	\$45.00	NA
Data Capture - Keying	variable	NA
Data Capture - Set Up	variable	Variable
Postage Due	variable	NA
Annual Post Office Box Rental	varies by size	NA
Other Items as Negotiated	variable	NA
Other		
Monthly Delivery of Check Images via SFTP	\$20.00	\$20.00
BBO Special File Delivery Fee	variable	variable
Other Services By Special Contract		
Merchant Credit Card Services	variable	variable
Smart Safes and Cash Recyclers	variable	variable

*Notates exception pricing.



**STORMWATER DEPARTMENT
CITY OF GOSHEN**

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

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
LASSUS FUEL AND CONVENIENCE STORE (LASSUS HANDY DANDY)
(JN: 2019-2037)**

DATE: September 26, 2024

The post-construction stormwater management plan (PCSMP) for the Lassus Fuel and Convenience Store project was accepted by the Stormwater Board on April 12, 2021, however, after acceptance and recording the Stormwater Department discovered the submitted PCSMP did not match the final version accepted at the end of the City's Technical Review process. The acceptance of this revised PCSMP document addresses those errors and will allow the correct document to be recorded with the Elkhart County Recorder's Office.

The Stormwater Department requests the Stormwater Board's acceptance of the revised PCSMP.

Full document available upon request.

Requested Motion: Accept the revised post-construction stormwater management plan for Lassus Fuel and Convenience Store as it has been found to meet the requirements of City Ordinance 4329.



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

September 20, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 315 W. Oakridge Avenue, Goshen, Indiana

An unsafe building review hearing is scheduled for the property located at 315 W. Oakridge Avenue, Goshen, Indiana. Attached is the Order of the City of Goshen Building Commissioner.

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: Jerry T. Perdue
Georgie M. Perdue
315 W. Oakridge Avenue
Goshen, Indiana 46528

NWI RE5, LLC
c/o Dudley Beyler
702 Lincolnway, Suite C
La Porte, Indiana 46350

Summit Account and Computer
Services, Inc.
c/o Credit Service International
630 S GreenBay Road
Neenah, Wisconsin 54956

NWI RE5, LLC
c/o Brad Adamsky, Registered Agent
820 Jefferson Avenue
La Porte, Indiana 46350

Via Publication:

The Unknown Heirs and Beneficiaries of Jerry T. Perdue
The Unknown Heirs and Beneficiaries of Georgie M. Perdue

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 20-11-04-385-008.000-015; commonly known as 315 W. Oakridge Avenue, Goshen, Indiana, and more particularly described as follows:

Lots Numbered One Hundred Ninety-two (192) and One Hundred Ninety-three (193) as the said lots are known and designated on the recorded plat of WILDEN'S THIRD ADDITION to the City of Goshen, Indiana; said plat being recorded in Deed Record 79, page 349 in the Office of the Recorder of Elkhart County, Indiana.

Section 2.

The violation is the existence of a vacant residential structure and detached garage that has been vacant for several years, with no consistent water usage for over two (2) years. There is damage to the roof that would lead to leaks and water intrusion, which would contribute to the deterioration of the structure. There is evidence that animals have been living inside the structure, further compromising the safety and sanitary conditions of the property. The overall state of disrepair and neglect 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 and detached garage located at the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(4), (5), and (6). The deteriorated and dilapidated condition of the building, the damage to the roof, the unsecured nature of the property, the unsanitary nature of the property, along with the general state of disrepair renders it a public nuisance; 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 and the detached garage, the continued deterioration of the property, and the lack of any improvement to the property, demolition of the vacant residential structure and detached garage is warranted.

Section 3.

You are hereby **ORDERED** to demolish the unsafe buildings 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 sixty (60) 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, September 26, 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

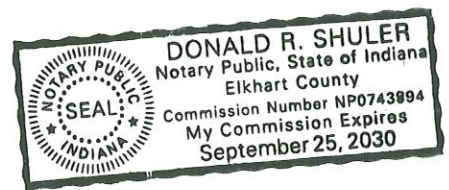

Myron Grise, Building Commissioner

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 315 W. Oakridge Avenue, 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:

Jerry T. Perdue
Georgie M. Perdue
315 W. Oakridge Avenue
Goshen, Indiana 46528

NWI RE5, LLC
c/o Dudley Beyler
702 Lincolnway, Suite C
La Porte, Indiana 46350

Summit Account and Computer
Services, Inc.
c/o Credit Service International
630 S GreenBay Road
Neenah, Wisconsin 54956

NWI RE5, LLC
c/o Brad Adamsky, Registered Agent
820 Jefferson Avenue
La Porte, Indiana 46350



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.



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: Board of Public Works, Safety & Stormwater

FROM: Jeffery Weaver, Deputy Clerk-Treasurer

RE: Briefing to the Board of Public Works, Safety & Stormwater on Claims Approvals between October 4 and October 25, 2024

DATE: September 26, 2024

The purpose of this memo is to inform the Board of Public Works of the claims process in-between meetings in October, and to seek feedback on the possibility of a brief meeting to approve claims during that time.

One of the prescribed tasks for the Board of Public Works is to be the final “governing body” that approves payments to vendors, employees and beneficiaries. During the month of October, there will be a three-week stretch in which the Board of Public Works will not meet, which could result in late payments to vendors.

The Common Council passed Ordinance 5095, Authorizing Preapproved Payments for Certain Expenses, which allows for some payments to be paid before approval by the Board of Public Works. These payments include, but are not limited to:

- Insurance Premiums
- Utility Payments
- Grants of state funds
- Maintenance or service agreements
- Payroll, benefits, and State, federal, or county taxes
- Expenses that must be paid because of emergency circumstances
- Credit card payments, but only when prior board approval cannot be obtained so as to avoid payment of interest charges and late fees

Payments issued by the Clerk-Treasurer or Utilities Offices must still be approved by the Board of Public Works “at its next regular or special meeting following the preapproved payment of the expense.”

While not a blanket approval for everything to be paid between Board of Public Works meetings, this ordinance allows for relief to the Clerk-Treasurer and Utilities Offices by allowing claims processing to occur at more regular intervals, resulting in a smoother workload for AP staff. This will, unfortunately, result in a significant number of approvals to be signed at the October 31 meeting unless the Board of Public Works wishes to convene a short meeting to approve claims for payment in between the two October meetings.

See Ordinance 5095 attached for reference.

ORDINANCE 5095

Authorizing Preapproved Payments for Certain Expenses

WHEREAS it is sometimes necessary to pay an invoice or bill for certain expenses prior to receiving the approval of the board having jurisdiction over the allowance of the payment of the claim.


WHEREAS Indiana Code § 36-4-8-14 permits a legislative body to adopt an ordinance to authorize the fiscal officer to make claim payments in advance of board allowance for certain general categories of types of expenses.

WHEREAS Indiana Code § 36-4-8-14 further requires the board having jurisdiction over the allowance of the claim payments to approve in writing the general categories of types of expenses that the fiscal officer is authorized to make prior to the board's allowance.

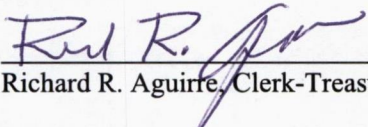
NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Goshen that:

- (A) In accordance with Indiana Code § 36-4-8-14 and subject to the City board approval under paragraph (B), the City's fiscal officer is authorized to pay claims, as invoices or bills for the expenses are received prior to allowance by the board, for the following general categories of types of expenses:
- (1) Property or services purchased or leased from the United States government, its agencies, or its political subdivisions.
 - (2) License or permit fees.
 - (3) Insurance premiums.
 - (4) Utility payments or utility connection charges.
 - (5) General grant programs where advance funding is not prohibited and the contracting party posts sufficient security to cover the amount advanced.
 - (6) Grants of state funds authorized by statute.
 - (7) Maintenance or service agreements.
 - (8) Leases or rental agreements.
 - (9) Bond or coupon payments.
 - (10) Payroll.
 - (11) State, federal, or county taxes.
 - (12) Expenses that must be paid because of emergency circumstances.

- (13) GPD Proactive Investigative Team expenses.
 - (14) Real estate purchase or sale expenses in accordance with a previously approved agreement.
 - (15) Security deposit refunds in accordance with a previously approved agreement.
 - (16) Surety releases in accordance with a previously approved agreement.
 - (17) Credit card payments, but only when prior board approval cannot be obtained so as to avoid payment of interest charges and late fees.
- (B) The City board having jurisdiction over the allowance of the claim payments shall give the fiscal officer written approval to pay claims, as invoices or bills for the expenses are received prior to allowance by the board, for any or all of the general categories of types of expenses set forth in paragraph (A).
- (C) Each payment of expenses authorized pursuant to this ordinance must be supported by a fully itemized invoice or bill for the claim, and be audited and certified as true and correct by the fiscal officer.
- (D) The City board having jurisdiction over the allowance of the claim shall review and allow the claim at its next regular or special meeting following the preapproved payment of the expense.
- (E) All ordinances and parts of ordinances inconsistent or in conflict with the terms of this ordinance are repealed to the extent of the inconsistency or conflict.
- (F) This ordinance shall be in full force and effect from and after its passage, approval and adoption according to the laws of the State of Indiana.

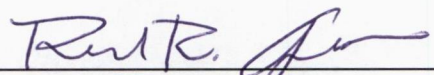
PASSED by the Goshen Common Council on Sept. 7, 2021,


 Presiding Officer

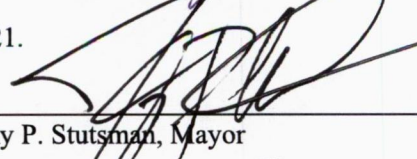
ATTEST:


 Richard R. Aguirre, Clerk-Treasurer

PRESENTED to the Mayor of the City of Goshen on Sept. 7, 2021, at 7:20
a.m./p.m.



 Richard R. Aguirre, Clerk-Treasurer

APPROVED and ADOPTED on Sept. 7, 2021.


 Jeremy P. Stutsman, Mayor