



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. July 20, 2020

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 Jeremy Stutsman

Approval of Minutes – June 1

Changes to Agenda

HIRES / PROMOTIONS/ RESIGNATIONS

- (1) Zachary J. Bechtel – Promotion from Probationary Patrol Officer to Patrol Officer
(Miller)

AWARD BIDS

- (1) Surplus Property
(Windsor)

NEW BUSINESS

- (1) Request for Reduced Fee for City Trash Trailer
(Sandy Fribley, West Goshen Neighborhood Association)



- (2) Placement of Front-load Trash Container, 300 S. 21st St.
(Martinez, Rojas)
- (3) Sidewalk and Parking Space Closure, 113 W. Washington St. Aug. 3-5
(Wellington)
- (4) Closure of S. 12th St. between College Ave. and Mervin St., July 21-25
(Holdren)
- (5) Request for Deaf Child Sign, 907 Zollinger Rd.
(Sailor)
- (6) Request for Signs, 1112 Berkey Ave.
(Sailor)
- (7) Request for Stop Sign on Hay Parkway
(Sailor)
- (8) Bridge Inspection in 2021 and 2022 (JN: 2020-0015)
(Sailor)
- (9) Agreement with BakerTilly for Utility Cost of Service Study,
Rate Analysis, COVID Impact
(Sailor)
- (10) Agreement with OJS Building Services for Air Conditioner Replacement
(Windsor)



- (11) Access Agreement with NIPSCO for Sewer System Televising
(Windsor)

- (12) Acceptance of Easement from River Art, LLC
(Marks)

- (13) Resolution 2020-22: Local Roads and Bridges Matching Grant Agreement with
InDOT for Reconstruction of 16th St., Douglas St. and Reynolds St.

- (14) Resolution 2020-23: Ratify Submission of City Claim in Bankruptcy Filed by
Purdue Pharma, L.P

PRIVILEGE OF FLOOR

APPROVAL OF CLAIMS

Adjournment

MINUTES of Board of Public Works & Safety and Stormwater Board

Held at Council Chambers, 111 E. Jefferson St., at 2:00 p.m. June 1, 2020

PRESENT: Mayor Jeremy Stutsman, Board Member Mike Landis, Board Member Mary Nichols

ABSENT:

No minutes were presented.

Changes to the agenda: Board Member Landis motioned to add Item #8 Road Closure. Item #9 Agreement with Baker Tilly. Item #10 Dumpster placement to the agenda. Second by Board Member Nichols and Items #8, 9, 10 were added.

ANNOUNCEMENT

Clerk Treasurer Adam Scharf read the following statement:

“We begin this meeting during a declared public health emergency covering all of the State of Indiana. Board members Landis and Nichols are participating in this meeting by electronic communication pursuant to Governor Holcomb’s Executive Orders 20-04 and 20-09, as well as guidance from Indiana Public Access Counsellor Luke Britt. Board member Mayor Jeremy Stutsman is physically present in City Council Chambers as we begin this meeting.”

INFORMATION ONLY

Utility Office Manager Kelly Saenz announced on April 29, 2020 a letter had been sent from the Goshen Water & Sewer Department was mailed to the mobile home communities to inquire about their participation in the annual summer sewer allowance.

Brookside Manor
Roxbury Park
Twin Pines
Creekside Estates

As of May 29, 2020 no response had been received. Therefore, Ms. Saenz stated that these communities will not be receiving the 2020 reduced summer sewer rate on their monthly sewer bills issued in the months of June through October.

INFORMATION ONLY

Clerk Treasurer Adam Scharf announced that the Interra Shred-it Days were being postponed.

OPEN BIDS FOR EAST GOSHEN WATER MAIN REPLACEMENT (PN: 2019-0037)

Mayor Stutsman opened the following bids for the East Goshen Water Main Replacement. Below are the quotes received:

COMPANY	TOTAL
TGB Unlimited	\$1,296,000.00 A) \$315,000.00 B) \$350,000.00
CV Excavating	\$1,951,000.00 A) \$364,182.28 B) \$388,002.14
Selge Construction	\$766,029.75 A) \$253,041.00 B) \$272,198.50
HRP Construction	\$1,089,000.00 A) \$168,992.50 B) \$192,286.50

Mayor Jeremy Stutsman moved to refer the bids to the Legal and Utility Departments for review and recommendation. Second by Board Member Landis and motion passed unanimously.

GOSHEN ARTS COUNCIL PROFESSIONAL SERVICES AGREEMENT W/ EYEDART

Community Development Director Mark Brinson presented a proposal for professional services from Eyedart Creative Studio. Memo included in packet.

Mayor Stutsman stated that there was money budgeted for this program, and since the amount needed was not yet determined, he made sure to get some money into the account line to continue with this project. He added that looking through the agreement it looks like the cost will be \$22,500.00 depending on some web hosting and some other details. It could be less, but not more.

Board Member Landis asked for clarification on the \$17,500 service fee, asking if this was consulting fees. Mr. Brinson explained that they were actually providing staff support, convening monthly meeting with artists, producing videos, maintaining social media presence, doing weekly stories, etc.

Board Member Landis made a motion to approve the fee for services by Eyedart Creative Studio to provide professional services for the Arts Council for a fee of \$17,500 from June 1, 2020 through December 31, 2020, an additional \$5,000.00 for social media and advertising, and authorization for the mayor to sign whatever professional agreements. Clerk-Treasurer asked whether there would be a forthcoming agreement. Mayor affirmed. Second by Board Member Nichols and motion passed unanimously.

REQUEST TO ADVERTISE FOR BIDS-NORTH MAIN STREET IMPROVEMENTS
(PN: 2016-0020)

Director of Public Works Dustin Sailor requested board approval to advertise for bids for the North Main Street Improvement project. Memo included in packet.

Board Member Landis moved to approve the request for Goshen Engineering to advertise for bids for the North Main Street Improvements PN: 2016-0020. Second by Board Member Nichols and motion passed unanimously.

DRAINAGE DESIGN CONTRACT W/ ABONMARCHE (JN: 2019-0035)

Director of Public Works Dustin Sailor requested board approval for the drainage issue at 217 Blackport Drive. Memo included in packet.

Mr. Sailor explained that south of Lincoln Avenue there is a crest in the road which divides north-flowing and south-flowing water. The subject property is impacted by the south-flowing water.

Board Member Landis asked whether future work on Blackport Drive could connect with this project. Mr. Sailor explained that funding and timeframe for future project, and thus relationship to this project, is uncertain. Mr. Landis asked whether this temporary fix may end up being re-done when the larger project is completed. Mr. Sailor said that the impacted property owner had waited long enough.

Board Member Landis moved to approve the temporary drainage design contract with Abonmarche for the 217 Blackport Drive drainage issues for a contract amount not to exceed \$15,900.00. Second by Board Member Nichols and motion passed unanimously.

AMENDMENT TO LPA-CONSULTING CONTRACT W/ ABONMARCHE

Legal Compliance Administrator Shannon Marks requested board approval for the amendment to the December 15, 2014 LPA Consulting Contract with Abonmarche Consultants for preliminary engineering services for the reconstruction of Wilden Avenue from Rock Run Creek Bridge to 6th St.

Ms. Marks summarized the amendments as follows:

- Add topographical survey work east of State Road 15
- Revise categorical exclusion document preparation from level 2 to level 4
- Add environmental justice analysis
- Remove right-of-way engineering services (now covered under separate contract)

With the amendment, Ms. Marks stated that the total compensation is adjusted not to exceed \$330,000.

Board Member Landis moved to approve and execute the Amendment to the December 15, 2014 LPA Consulting Contract with Abonmarche Consultants. Second by Board Member Nichols and motion passed unanimously.

ACCEPTANCE OF DEED OF DEDICATION FROM LIONSHEAD

Legal Compliance Administrator Shannon Marks requested the board acceptance of a Deed of Dedication from Lionshead Development. Memo included in packet.

Board Member Landis made a motion to accept the dedication of public right-of-way at the corner of East Lincoln Avenue and Steury Avenue from Lionshead Development, LLC and authorize the Mayor to execute the Acceptance Page. Second by Board Member Nichols and motion passed unanimously.

NO PARKING SIGNS - RIVER AVENUE

Director of Public Works Dustin Sailor requested board approval to install additional “No Parking” signs on River Avenue (which was erroneously . Memo included in packet.

Board Member Landis made a motion to approve the installation of additional “No Parking” signs on River Avenue. Second by Board Member Nichols and motion passed unanimously.

RIVER RACE DRIVE CLOSURE (JN: 2017-0014)

Director of Public Works Dustin Sailor requested board approval for the closure of River Race Drive for Niblock Construction to perform the work for the River Race Drive Extension. Memo included in packet.

Mr. Sailor emphasized that access to Crowder Law Office and Bigler Chiropractic would be maintained during construction.

Board Member Landis made a motion to approve the River Race Drive road closure including phasing in the closure of the east/west alley north of Jefferson Street from June 2, 2020 thru August 30, 2020. Second by Board Member Nichols and motion passed unanimously.

WASTE CONTAINER PLACEMENT

Clerk Treasurer Adam Scharf relayed a resident request for the placement of a waste container at 204 South 6th Street.

Board Member Landis made a motion to approve the dumpster location blocking three parking spaces at 204 S. 6th Street for two weeks. Second by Board Member Nichols and motion passed unanimously.

ROAD CLOSURE REQUEST: PLYMOUTH AVE, 7TH ST

Water and Sewer Superintendent Kent Holdren requested the closure of Plymouth Avenue between S. 7th Street and S. 8th Street as well as S. 7th Street between Plymouth and Jackson Street. Memo included in packet.

Mr. Landis asked about detour given the high level of traffic on Plymouth. Mr. Holdren replied that most traffic comes from east and 8th St. is available to detour some traffic around the block.

Board Member Landis made a motion to approve the road closure requests for the relocation of a fire hydrant from June 2, 2020 thru June 4, 2020. Second by Board Member Nichols and motion passed unanimously.

TWO AGREEMENTS WITH BAKER TILLY

City Attorney Bodie Stegelmann presented two agreements with Baker Tilly for professional accounting services. Memo included in packet.

Discussion regarding the length of contract.

Board Member Landis made a motion to approve two agreements with Baker Tilly Municipal Advisors for professional accounting services to provide financial management reports up to year-end 2022 for Goshen Water Utility at a cost of \$68,000.00 and also for Goshen Sewer Utility at a cost of \$68,000.00 and not to exceed three years.

TEMPORARY WASTE CONTAINER PLACEMENT – DJ CONSTRUCTION

Clerk Treasurer Adam Scharf presented a request for the temporary dumpster placement on behalf of DJ Construction from June 8, 2020 for one week. Memo included in packet.

Board Member Landis made a motion to approve the request for temporary dumpster placement that will block two spaces on Clinton Street for one week. Second by Board Member Nichols and motion passed unanimously.

Mayor Stutsman moved to process civil city and utility claims and to adjourn. Second by Board Member Landis and motion passed unanimously.

BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD:

CHAIR JEREMY STUTSMAN _____

BOARD MEMBER MICHAEL LANDIS _____

BOARD MEMBER MARY NICHOLS _____

ATTEST _____
CLERK-TREASURER ADAM SCHARF



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mike Landis
Member Mary Nichols

Date: July 20th, 2020

From: Jose' Miller, Chief of Police

Reference: Promotion of Zachary J. Bechtel from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Zachary J. Bechtel from the position of Probationary Patrol Officer, to the rank of Patrol Officer, effective Wednesday July 22nd, 2020. As of July 22nd, Officer Bechtel will have completed his twelve (12) month probationary period. Officer Bechtel has been a dedicated officer to the City of Goshen and will continue to be so in the future.

****Zach will be present for the promotion.****

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



Keitha Windsor
CITY OF GOSHEN Legal Department
204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3816 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

July 20, 2020

To: Board of Public Works and Safety
From: Keitha Windsor
Subject: Award of Surplus Property

On July 13, 2020 the Board of Public Works and Safety opened bids for the City's sale of surplus property. The attached table compares the bids received. The highest bidders are:

Philip Fiscella	Item 1	Snow Ex Liquid Sprayer	\$176.31
	Item 2	Mauldin Asphalt Paver - 030-B-69TKS8Y2-01030	\$2026.16
	Item 3	2011 Slide in Salt Spreader – 11051620369378006	\$376.00
	Item 4	2008 10Ft Slide in Salt Spreader - 68010630000194823-1	\$351.00
	Item 8	2007 Impala - 2G1WS55R779304041	\$801.00
Cody Gordon	Item 5	2007 F250 -1FTNF21587EA38602 with 2007 Boss Blade Plow – 6905	\$1,800.00
Joni Miller	Item 6	EZ Go Electric Golf Cart – 369382	\$700.00
Myron Grise	Item 7	2006 Colorado 4WD 2Dr - 1GCDT146468238716	\$2,050.00
Todd Turner	Item 9	2002 GEM Electric Vehicle - 5ASAG27462F018003	\$654.00
Richard Barnum	Item 10	1997 Tahoe 4WD - 3GNEK18R9VG169579	\$1,551.15
	Item 13	2007 Impala - 2G1WS55R379301461	\$456.78
	Item 14	2007 Impala - 2G1WS55R979297853	\$345.67
Jeffrey Bigler	Item 11	2005 Impala - 2G1WF55K059334812	\$427.00
Mark Bickel	Item 12	2007 Impala - 2G1WS55R879301651	\$600.00

Suggested motion: Move to award the sale of the surplus property listed above to each of the individuals listed above as the highest responsive bidders and give permission for the Mayor to sign the Bill of Sales.

Bid Tabulation

ITEM	DESCRIPTION	Mark Bickel	Nick Fry	Justin German	Greg Hughes	Jeffrey Bigler	Joni Miller	David Kruk	Cody Gordon	Brian Lang	Myron Grise	Greg Thompson	Todd Turner	Thad Turner	Patrick Turner	Richard Barnum	Philip Fiscella
1.	Snow Ex Liquid Sprayer																\$176.31
2.	Mauldin Asphalt Paver 030-B-69TKS8Y2-01030 (Minimum bid \$2,000.00)																\$2,026.16
3.	2011 Slide in Salt Spreader 11051620369378006												\$50.00				\$376.00
4.	2008 10Ft Slide in Salt Spreader 68010630000194823-1																\$351.00
5.	2007 F250 1FTNF21587EA38602 With 2007 Boss Straight Blade Plow 6905 (Minimum bid \$1,200.00)								\$1,800.00					\$1,656.00			\$1,257.00
6.	EZ Go Electric Golf Cart 369382						\$700.00	\$100.00		\$50.00			\$454.00 \$257.00			\$234.56	\$401.00
7.	2006 Colorado 4WD 2Dr 1GCDT146468238716 (Minimum bid \$2,000.00)										\$2,050.00						\$1,352.00
8.	2007 Impala 2G1WS55R779304041	\$300.00						\$100.00				\$500.00				\$567.89	\$801.00
9.	2002 GEM Electric Vehicle 5ASAG27462F018003							\$100.00		\$500.00			\$654.00 \$257.00		\$200.00		\$251.00
10.	1997 Tahoe 4WD 3GNEK18R9VG169579							\$751.00			\$400.00				\$400.00	\$1,551.15	
11.	2005 Impala 2G1WF55K059334812			\$105.00		\$427.00		\$100.00				\$300.00				\$345.67	\$351.00
12.	2007 Impala 2G1WS55R879301651	600.00	\$350.00	\$205.00				\$100.00								345.67	
13.	2007 Impala 2G1WS55R379301461															456.78	
14.	2007 Impala 2G1WS55R979297853				\$100.00											\$345.67	



**Legal Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

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

Seller's Name: City of Goshen, Indiana
Address: 202 South Fifth Street
Goshen, Indiana 46528

Buyer's Name: Richard Barnum
Address: 607 Maple Crest Dr.
Goshen IN 46528

Description of Items Sold

1997 Tahoe 4WD	3GNEK18R9VG169579	\$1,551.15
2007 Impala	2G1WS55R379301461	456.78
2007 Impala	2G1WS55R979297853	<u>345.67</u>
		\$2,353.60

Disclosure & Warranty:

The Seller warrants that Seller is the legal owner of the above items, that the items are free from all liens and encumbrances, and that the Seller has the right to sell the above items.

The items are being sold on an "AS IS, WHERE IS" basis, with no warranties or guarantees. The Seller specifically disclaims all express or implied warranties, including the implied warranty of merchantability or fitness for a particular purpose.

Buyer shall be responsible for the removal of and any associated costs for the removal of the items from the City's Street Department, 475 Steury Avenue, Goshen within twenty (20) days after notice of award was issued. If Buyer fails to remove the items within the twenty (20) days, Buyer shall have no recourse against the City and shall forfeit their payment.

Payment:

Seller acknowledges receiving from Buyer the amount of Two Thousand Three Hundred Fifty-three Dollars and Sixty Cents (\$2,353.60) for transfer of ownerships of the items listed above.

Signatures:

Seller and Buyer agree that to the best of their knowledge, all information on this Bill of Sale is correct. The Seller has received payment from the Buyer and hereby transfers ownerships of the items to the Buyer.

Seller:
City of Goshen, Indiana

Buyer:

Jeremy P. Stutsman (Mayor)

Richard Barnum

Date: _____

Date: _____



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Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185

www.goshenindiana.org

Seller's Name: City of Goshen, Indiana
Address: 202 South Fifth Street
Goshen, Indiana 46528

Buyer's Name: Mark Bickel
Address: 58254 Grant Court
Goshen IN 46528

Description of Items Sold

2007 Impala 2G1WS55R879301651

Disclosure & Warranty:

The Seller warrants that Seller is the legal owner of the above item, that the item is free from all liens and encumbrances, and that the Seller has the right to sell the above item.

The item is being sold on an "AS IS, WHERE IS" basis, with no warranties or guarantees. The Seller specifically disclaims all express or implied warranties, including the implied warranty of merchantability or fitness for a particular purpose.

Buyer shall be responsible for the removal of and any associated costs for the removal of the item from the City's Street Department, 475 Steury Avenue, Goshen within twenty (20) days after notice of award was issued. If Buyer fails to remove the item within the twenty (20) days, Buyer shall have no recourse against the City and shall forfeit their payment.

Payment:

Seller acknowledges receiving from Buyer the amount of Six Hundred Dollars (\$600.00) for transfer of ownership of the item listed above.

Signatures:

Seller and Buyer agree that to the best of their knowledge, all information on this Bill of Sale is correct. The Seller has received payment from the Buyer and hereby transfers ownership of the item to the Buyer.

Seller:
City of Goshen, Indiana

Buyer:

Jeremy P. Stutsman (Mayor)

Mark Bickel

Date: _____

Date: _____



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www.goshenindiana.org

Seller's Name: City of Goshen, Indiana
Address: 202 South Fifth Street
Goshen, Indiana 46528

Buyer's Name: Jeffrey Bigler
Address: 18411 CR 126
Goshen IN 46528

Description of Items Sold

2005 Impala 2G1WF55K059334812

Disclosure & Warranty:

The Seller warrants that Seller is the legal owner of the above item, that the item is free from all liens and encumbrances, and that the Seller has the right to sell the above item.

The item is being sold on an "AS IS, WHERE IS" basis, with no warranties or guarantees. The Seller specifically disclaims all express or implied warranties, including the implied warranty of merchantability or fitness for a particular purpose.

Buyer shall be responsible for the removal of and any associated costs for the removal of the item from the City's Street Department, 475 Steury Avenue, Goshen within twenty (20) days after notice of award was issued. If Buyer fails to remove the item within the twenty (20) days, Buyer shall have no recourse against the City and shall forfeit their payment.

Payment:

Seller acknowledges receiving from Buyer the amount of Four Hundred Twenty-seven Dollars (\$427.00) for transfer of ownership of the item listed above.

Signatures:

Seller and Buyer agree that to the best of their knowledge, all information on this Bill of Sale is correct. The Seller has received payment from the Buyer and hereby transfers ownership of the item to the Buyer.

Seller:
City of Goshen, Indiana

Buyer:

Jeremy P. Stutsman (Mayor)

Jeffrey Bigler

Date: _____

Date: _____



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www.goshenindiana.org

Seller's Name: City of Goshen, Indiana
Address: 202 South Fifth Street
Goshen, Indiana 46528

Buyer's Name: Philip Fiscella
Address: 505 West Green Street
Champaign IL 61820

Description of Items Sold

Snow Ex Liquid Sprayer		\$176.31
Mauldin Asphalt Paver	030-B-69TKS8Y2-01030	2,026.16
2011 Slide in Salt Spreader	11051620369378006	376.00
2008 10Ft Slide in Salt Spreader	68010630000194823-1	351.00
2007 Impala	2G1WS55R779304041	<u>801.00</u>
		\$3,730.47

Disclosure & Warranty:

The Seller warrants that Seller is the legal owner of the above items, that the items are free from all liens and encumbrances, and that the Seller has the right to sell the above items.

The items are being sold on an "AS IS, WHERE IS" basis, with no warranties or guarantees. The Seller specifically disclaims all express or implied warranties, including the implied warranty of merchantability or fitness for a particular purpose.

Buyer shall be responsible for the removal of and any associated costs for the removal of the items from the City's Street Department, 475 Steury Avenue, Goshen within twenty (20) days after notice of award was issued. If Buyer fails to remove the items within the twenty (20) days, Buyer shall have no recourse against the City and shall forfeit their payment.

Payment:

Seller acknowledges receiving from Buyer the amount of Three Thousand Seven Hundred Thirty Dollars and Forty-seven Cents (\$3,730.47) for transfer of ownerships of the items listed above.

Signatures:

Seller and Buyer agree that to the best of their knowledge, all information on this Bill of Sale is correct. The Seller has received payment from the Buyer and hereby transfers ownerships of the items to the Buyer.

Seller:
City of Goshen, Indiana

Buyer:

Jeremy P. Stutsman (Mayor)

Philip Fiscella

Date: _____

Date: _____



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www.goshenindiana.org

Seller's Name: City of Goshen, Indiana
Address: 202 South Fifth Street
Goshen, Indiana 46528

Buyer's Name: Myron Grise
Address: 64247 Meadowland Dr.
Goshen IN 46526

Description of Items Sold

2006 Colorado 4WD 2Dr 1GCDT146468238716

Disclosure & Warranty:

The Seller warrants that Seller is the legal owner of the above item, that the item is free from all liens and encumbrances, and that the Seller has the right to sell the above item.

The item is being sold on an "AS IS, WHERE IS" basis, with no warranties or guarantees. The Seller specifically disclaims all express or implied warranties, including the implied warranty of merchantability or fitness for a particular purpose.

Buyer shall be responsible for the removal of and any associated costs for the removal of the item from the City's Street Department, 475 Steury Avenue, Goshen within twenty (20) days after notice of award was issued. If Buyer fails to remove the item within the twenty (20) days, Buyer shall have no recourse against the City and shall forfeit their payment.

Payment:

Seller acknowledges receiving from Buyer the amount of Two Thousand Fifty Dollars (\$2,050.00) for transfer of ownership of the item listed above.

Signatures:

Seller and Buyer agree that to the best of their knowledge, all information on this Bill of Sale is correct. The Seller has received payment from the Buyer and hereby transfers ownership of the item to the Buyer.

Seller:
City of Goshen, Indiana

Buyer:

Jeremy P. Stutsman (Mayor)

Myron Grise

Date: _____

Date: _____



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www.goshenindiana.org

Seller's Name: City of Goshen, Indiana
Address: 202 South Fifth Street
Goshen, Indiana 46528

Buyer's Name: Joni Miller
Address: 469 N. Benton St.
Millersburg IN 46543

Description of Items Sold

EZ Go Electric Golf Cart 369382

Disclosure & Warranty:

The Seller warrants that Seller is the legal owner of the above item, that the item is free from all liens and encumbrances, and that the Seller has the right to sell the above item.

The item is being sold on an "AS IS, WHERE IS" basis, with no warranties or guarantees. The Seller specifically disclaims all express or implied warranties, including the implied warranty of merchantability or fitness for a particular purpose.

Buyer shall be responsible for the removal of and any associated costs for the removal of the item from the City's Street Department, 475 Steury Avenue, Goshen within twenty (20) days after notice of award was issued. If Buyer fails to remove the item within the twenty (20) days, Buyer shall have no recourse against the City and shall forfeit their payment.

Payment:

Seller acknowledges receiving from Buyer the amount of Seven Hundred Dollars (\$700.00) for transfer of ownership of the item listed above.

Signatures:

Seller and Buyer agree that to the best of their knowledge, all information on this Bill of Sale is correct. The Seller has received payment from the Buyer and hereby transfers ownership of the item to the Buyer.

Seller:
City of Goshen, Indiana

Buyer:

Jeremy P. Stutsman (Mayor)

Joni Miller

Date: _____

Date: _____



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www.goshenindiana.org

Seller's Name: City of Goshen, Indiana
Address: 202 South Fifth Street
Goshen, Indiana 46528

Buyer's Name: Todd Turner
Address: 58422 Walter Ct.
Goshen IN 46528

Description of Items Sold

2002 GEM Electric Vehicle 5ASAG27462F018003

Disclosure & Warranty:

The Seller warrants that Seller is the legal owner of the above item, that the item is free from all liens and encumbrances, and that the Seller has the right to sell the above item.

The item is being sold on an "AS IS, WHERE IS" basis, with no warranties or guarantees. The Seller specifically disclaims all express or implied warranties, including the implied warranty of merchantability or fitness for a particular purpose.

Buyer shall be responsible for the removal of and any associated costs for the removal of the item from the City's Street Department, 475 Steury Avenue, Goshen within twenty (20) days after notice of award was issued. If Buyer fails to remove the item within the twenty (20) days, Buyer shall have no recourse against the City and shall forfeit their payment.

Payment:

Seller acknowledges receiving from Buyer the amount of Six Hundred Fifty-four Dollars (\$654.00) for transfer of ownership of the item listed above.

Signatures:

Seller and Buyer agree that to the best of their knowledge, all information on this Bill of Sale is correct. The Seller has received payment from the Buyer and hereby transfers ownership of the item to the Buyer.

Seller:
City of Goshen, Indiana

Buyer:

Jeremy P. Stutsman (Mayor)

Todd Turner

Date: _____

Date: _____

**West Goshen Neighborhood Association
Friends and neighbors coming together
to promote community awareness, neighborhood unity,
and the safety and security of our residents.**

**To: Goshen Board of Public Works
From: West Goshen Neighborhood Association
Re: Request for reduced fee for city trash trailer
Date: July 20, 2020**

The West Goshen Neighborhood Association has reserved a city trash trailer for August 22, 2020, from 8 a.m. until 2 p.m. The trailer will be parked at Bakersfield Park on Baker Avenue, Goshen. This service is provided to the West Goshen neighborhood free of charge as part of the WGNA's annual Neighborhood Clean-up Day.

The event is advertised via yard signs throughout the neighborhood, on its Facebook page, and via an email sent to its contact list. Board members are present to ensure that only items allowed in the landfill are disposed of in the trailer.

We request a reduction in the usual fee of \$75 for trailers rented out to individual residents, as our funds are limited and our annual fundraiser had to be cancelled due to the pandemic.

Thank you for your consideration of this request,

**Sandy Fribley
WGNA Secretary
1306 W. Clinton St.
Goshen, IN 46526**



City Clerk-Treasurer

CITY OF GOSHEN

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

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

clerktreasurer@goshencity.com • www.goshenindiana.org

17 July 2020

To: Board of Public Works & Safety

From: Adam Scharf

Re: Request for Trash Container, 300 S. 21st St.

Martin Martinez Rojas and Omar Martinez request permission to place a front-loading trash collection container at the southeast corner of S. 21st St. and an east/west lane on an ongoing basis.

Attached are a photo and overhead diagram of the requested location as provided by the petitioner.

St

S 21st St

S 21st St

S 21st St







City Clerk-Treasurer

CITY OF GOSHEN

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

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

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17 July 2020

To: Board of Public Works & Safety

From: Adam Scharf

Re: Request for Sidewalk and Parking Closure

Karen Wellington requests closure of sidewalk and parking spaces in front of 113 W. Washington St. from Aug. 3-5 to facilitate masonry work on the façade of the building. Our office advised Ms. Wellington that a similar request for downtown sidewalk closure (Hattle on E. Lincoln) was approved by the board on July 13th with the caveat that a coned pedestrian detour be provided.



Kent Holdren, Superintendent
WATER UTILITY, CITY OF GOSHEN

308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185
kentholdren@goshencity.com • www.goshenindiana.org

07/20/2020

**Request for Road Closure on South 12th Street between College Ave
and Mervin Street.**

To the Board of Public Works and Safety and Storm Water;

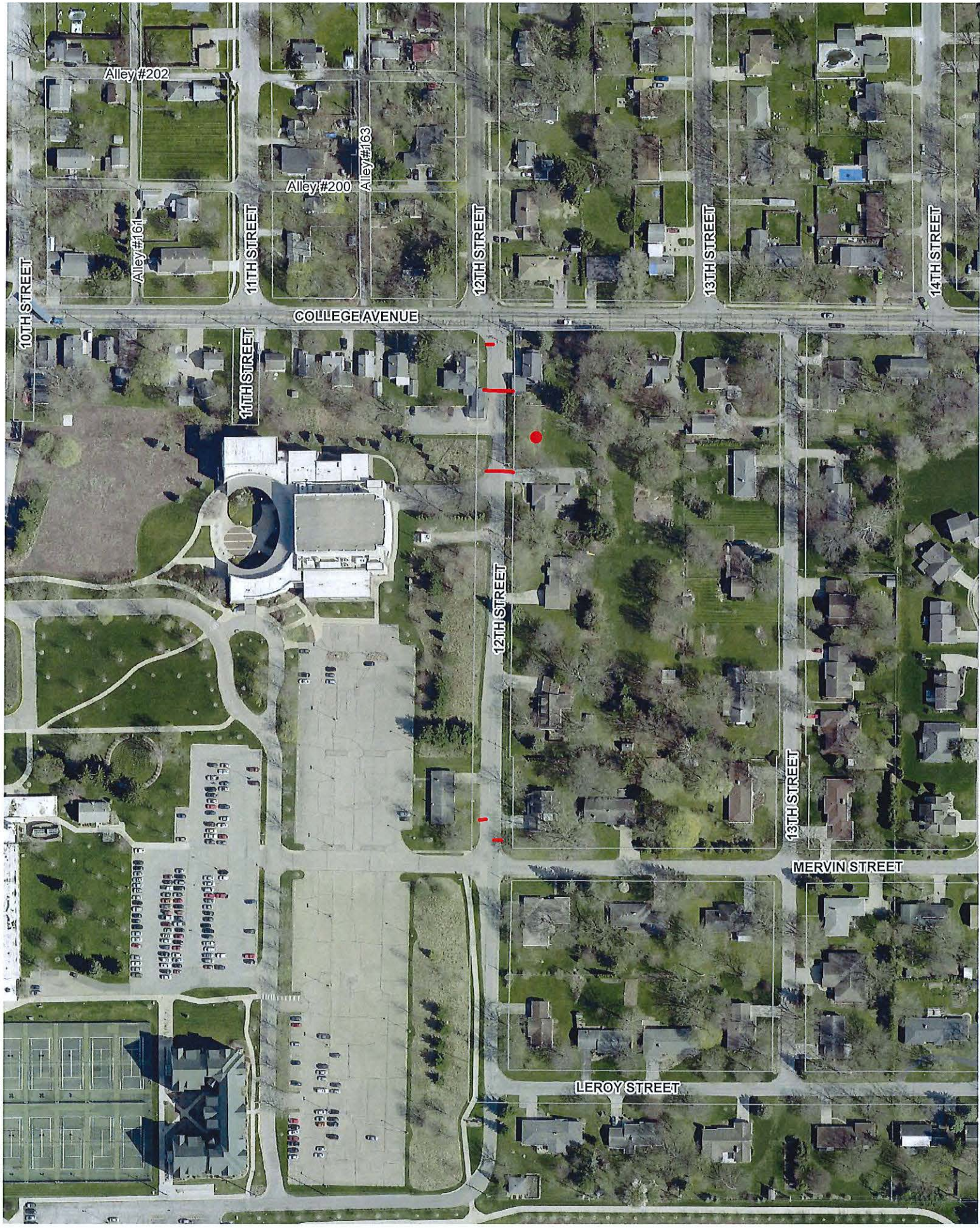
The City of Goshen Water and Sewer Department will be installing water and sewer taps for 1706 S. 12th Street. The work will require excavation of the road, with a trench that will be approximately 16' feet in depth. For the safety of the work crews and the public, the City is requesting permission to close South 12th Street to thru traffic between College Ave and Mervin Street on Tuesday 7/21/2020 and reopening for traffic on Friday 7/25/2020.

See attached map for reference.

We will notify Goshen Schools, EMS and insure that the garbage is moved to the appropriate location for pick up.

Regards;

Kent Holdren
Superintendent of Goshen Water Department



Alley #202

Alley #200

Alley #163

Alley #161

10TH STREET

11TH STREET

12TH STREET

13TH STREET

14TH STREET

COLLEGE AVENUE

11TH STREET

12TH STREET

13TH STREET

MERVIN STREET

LEROY STREET



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Engineering Department

RE: **REQUEST FOR DEAF CHILD SIGN – 907 ZOLLINGER RD.
(JN: STREETS BY NAME - ZOLLINGER)**

DATE: July 17, 2020

At the Goshen Traffic Commission meeting on July 16, a request was made by a resident of 907 Zollinger Road for the placement of deaf child signs to warn passing motorists of a deaf child in the neighborhood.

To avoid temporary warning signs remaining in place after they are no longer needed, the Engineering Department requires yearly renewals of the request. Therefore this request would be valid until the end of the calendar year, at which time, a new request would need to be made by March 1 for the sign to remain in place.

At the July 16th meeting, the Traffic Commission approved (6-0) staff's recommendation for placement of the signs.

It is requested that the Board approve the installation of the deaf child warning signs along Zollinger Road.

Thank you for your consideration of this request.

Requested Motion: Approve the installation of the deaf child warning signs along Zollinger Road.

City of Goshen
Board of Works & Safety


Jeremy Stutsman, Mayor

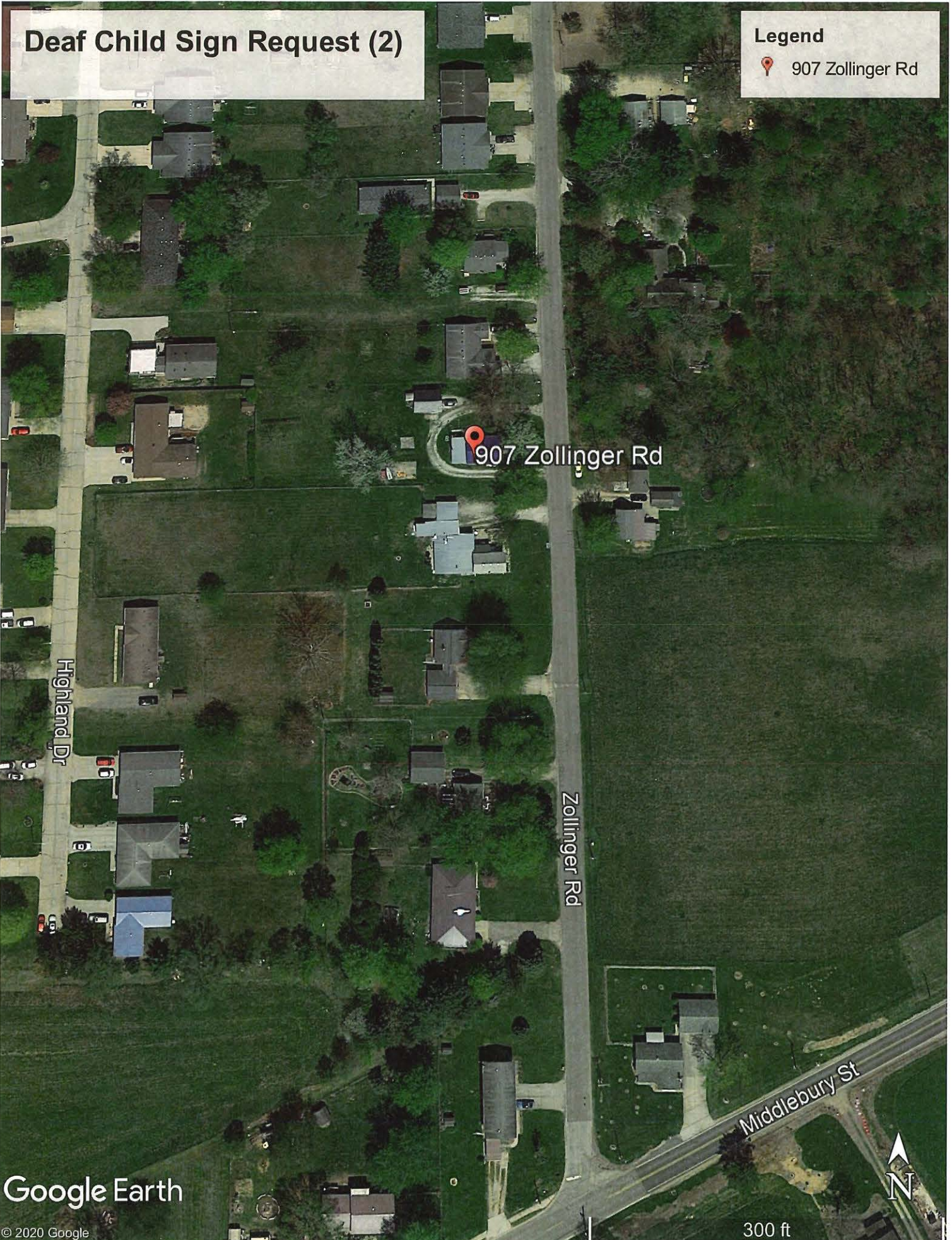
Mary Nichols, Board Member

Mike Landis, Board Member

Deaf Child Sign Request (2)

Legend

 907 Zollinger Rd



907 Zollinger Rd

Highland Dr

Zollinger Rd

Middlebury St

Google Earth

© 2020 Google

300 ft





**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Engineering Department

RE: **REQUEST FOR SIGNS – 1112 BERKEY AVE.
(JN: STREETS BY NAME - BERKEY)**

DATE: July 17, 2020

At the Goshen Traffic Commission meeting on July 16, a request was made by a resident of 1112 Berkey Avenue for the placement of “children at play”, “deaf child”, and speed limit signs along Berkey Avenue.

Per Indiana Code, the speed limit for all city streets is 30 mph unless signed otherwise and supported by an engineering and traffic investigation.

To avoid temporary warning signs remaining in place after they are no longer needed, the Engineering Department requires yearly renewals of the request. Therefore this request would be valid until the end of the calendar year, at which time, a new request would need to be made by March 1 for the sign to remain in place.

“Children at Play” signs are not supported by the Manual on Uniform Traffic Control Devices which is the standard guidance on the placement of signs and pavement markings. Installing signs that are not in conformance with the MUTCD can be a liability and “children at play” signs, in particular, can contribute to a false sense of security for the residents by assuming the drivers are adhering to the warning sign.

At the July 16th meeting, staff recommended that the request for the “deaf child” signs be approved, but the request for the remaining signs be denied. The Traffic Commission approved staff’s recommendation 6-0.

Thank you for your consideration of this request.

Requested Motion: Approve the installation of the deaf child warning signs along Berkey Avenue, but deny the request for the “children at play” and speed limit signs

City of Goshen
Board of Works & Safety


Jeremy Stutsman, Mayor

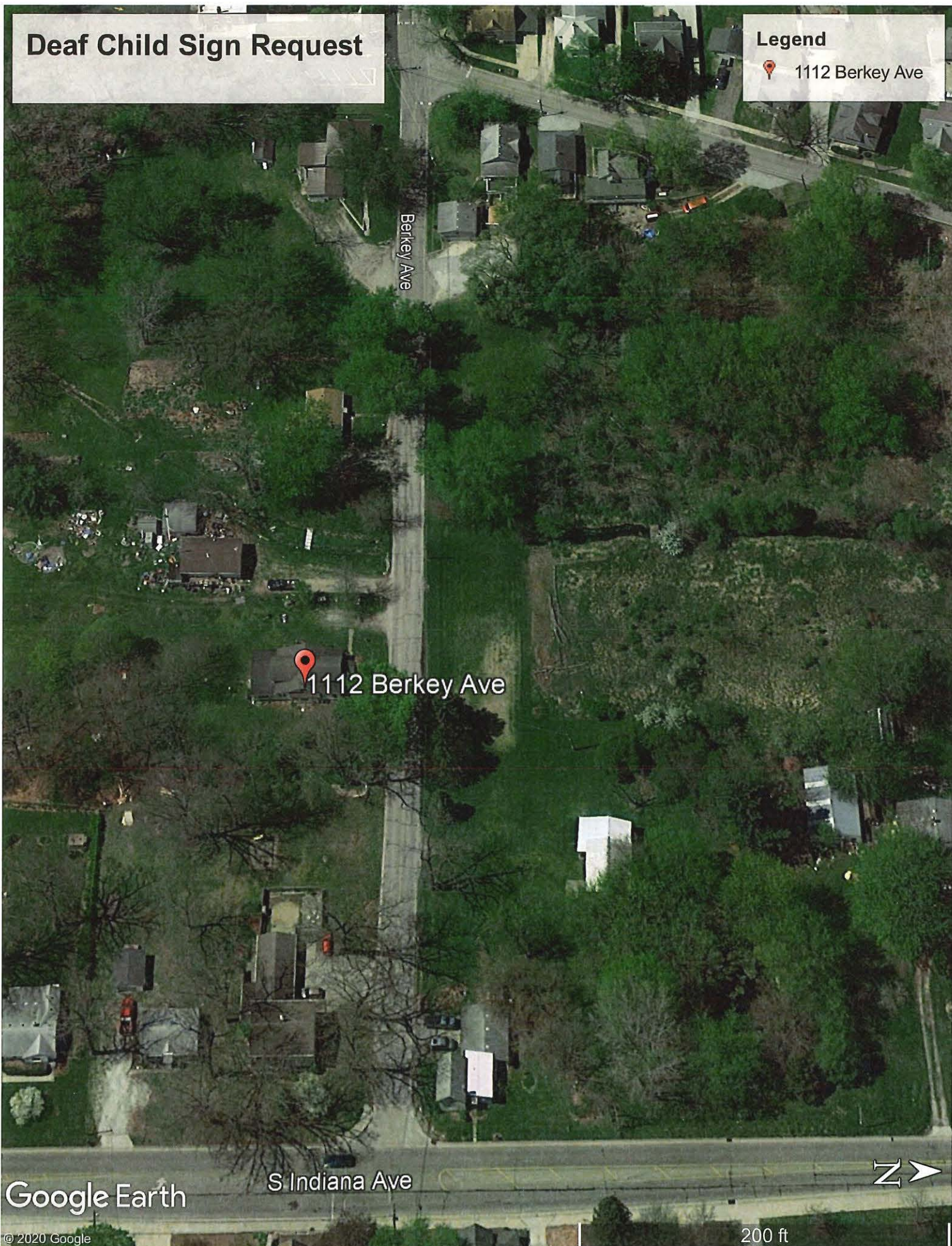
Mary Nichols, Board Member

Mike Landis, Board Member

Deaf Child Sign Request

Legend

 1112 Berkey Ave



Google Earth

S Indiana Ave





**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board
FROM: Engineering Department
RE: **REQUEST FOR STOP SIGN ON HAY PARKWAY
(JN: SUBDIVISIONS – CLOVER TRAILS)**
DATE: July 17, 2020

At the Goshen Traffic Commission meeting on July 16, a request was addressed for the placement of a stop sign on Hay Parkway at the intersection with Park Meadows Drive.

The Manual of Uniform Traffic Control Devices, the standard guidance for signs and pavement markings, discourages the use of stop signs at T-intersections of minor local roads unless it is otherwise warranted. Therefore, there are many T-intersections in the subdivisions within the City that do not have stop signs. However, stop signs are currently in place at all other T-intersections within this subdivision.

Therefore, as a matter of consistency and driver expectancy, staff recommended to deviate from the MUTCD guidance and install a stop sign. The Traffic Commission approved staff's recommendation 5-1.

Thank you for your consideration of this request.

Requested Motion: Approve the installation of stop sign on Hay Parkway at the intersection with Park Meadows Drive

**City of Goshen
Board of Works & Safety**

Jeremy Stutsman, Mayor

Mary Nichols, Board Member

Mike Landis, Board Member

Hetler, Tara

From: Weddell, Brett
Sent: Friday, July 10, 2020 7:20 PM
To: Hetler, Tara
Cc: Nisley, Doug
Subject: Traffic Commission

Good evening.

Councilman Nisley has received a request from a resident concerning the lack of a "Stop Sign" at the newly completed intersection of Hay Park and Harvest Drive. It appears this a T-intersection with no signage on either street. After driving the intersection, it would appear to me that a "Stop Sign" would be indicted on Hay Park for traffic traveling west. I have included an image indicating the location. Please include this in the next needed Traffic Commission meeting.

Thank you.



Brett F. Weddell, O.D.
Wellington & Weddell Eye Care
Goshen City Council, At Large

Stop Sign Request

Hay Pkwy

Park Meadows Dr

Google Earth

© 2020 Google



300 ft





**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **BRIDGE INSPECTIONS IN 2020 & 2022
(JN: 2020-0015)**

DATE: July 16, 2020

On July 2, we received proposals for the above referenced project. More specifically the agreement is to provide inspections, load ratings, and inspection reports for the 2020-2022 Goshen Biennial Bridge Inspection Program. The Engineering Department is requesting the Board of Public Works and Safety to award the contract to DLZ as the lowest responsive and responsible bidder. The agreement is split into two phases, with phase I not to exceed \$14,550.00 and phase II not to exceed \$6,420.00, for a total cost not to exceed \$20,970.00.

Attached are 3 copies of the contract. Please sign and return to the Engineering Department for processing.

Requested Motion: Approve and award DLZ with the amount of \$20,970.00 for Bridge Inspections in 2020 and 2022 for the Engineering Department.



**Legal Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

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

July 20, 2020

To: Board of Public Works and Safety
From: Keitha Windsor
Subject: Agreement with Baker Tilly

The City wishes to contract with Baker Tilly to provide an analysis of cost and revenue (rate analysis) Cost of Service Study and a COVID 19 impact analysis for the City's Water Utility.

The Cost of Service Study is to be completed by February 1, 2021 for an amount not to exceed \$45,000

The COVID 19 Impact Analysis is to be completed within 6 months from receipt of a notice to proceed for an amount not to exceed \$7,500

Suggested motion: Move to enter into an agreement with Baker Tilly to provide a Cost of Service Study and a COVID 19 Impact Analysis for the City's Water Utility at a cost not to exceed \$52,500 with the Cost of Service Study to be completed by February 1, 2021 and the COVID 19 Impact Analysis completed within 6 months from receipt of a notice to proceed.

July 7, 2020

Honorable Jeremy P. Stutsman, Mayor
City of Goshen
202 South 5th Street, Suite 1
Goshen, IN 46528-3703

Baker Tilly Virchow Krause, LLP
112 IronWorks Ave, Ste C
Mishawaka, IN 46544
United States of America

T: +1 (574) 935 5178
F: +1 (574) 935 5928
bakertilly.com

Re: City of Goshen (Indiana) Municipal Water Utility – Proposed Municipal Advisory and Accounting Services –
Cost of Service Study

Dear Mayor:

Thank you for requesting that Baker Tilly Municipal Advisors, LLC (the “Firm”) provide to the City of Goshen, Indiana (the “Client”) those services more fully set forth in Exhibit A hereto (the “Services”).

Fees and Costs

Fees charged for work performed are generally based on hourly rates, as set forth in Exhibit B, for the time expended, a fixed amount or other arrangement as mutually agreed upon as more appropriate for a particular matter. Hourly rates for work performed by our professionals vary by individual and reflect the complexity of the engagement.

Disclosure of Conflicts of Interest with Various Forms of Compensation

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. Exhibit C sets forth the potential conflicts of interest associated with various forms of compensation. By signing this letter of engagement, the signee acknowledges that he/she has received Exhibit C and that he/she has been given the opportunity to raise questions and discuss the matters contained within the exhibit with the municipal advisor.

Billing Procedures

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement. Once our representation has been concluded or terminated, a final billing will be sent to you. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual agreement to a fixed fee, the actual fees incurred on any project may be less than or exceed the estimate. Any questions or errors in any fee statement should be brought to our attention in writing within sixty (60) days of the billing date.

Termination

Both the Client and the Firm have the right to terminate the engagement at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and the Firm, the scope of services provided in Exhibit A will terminate 60 days after completion of the services in each Article.

Accountants’ Opinion

In performing our engagement, we will be relying on the accuracy and reliability of information provided by Client personnel. The services provided may include financial advisory services, consulting services, and accounting report services such as compilation, preparation, and agreed upon procedures reports. Please see Exhibit A and Exhibit D. We will not audit, review, or examine the information. Please also note that our engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist. However, we will inform you of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred.

Honorable Jeremy P. Stutsman, Mayor
City of Goshen

Re: City of Goshen (Indiana) Municipal Water Utility – Proposed Municipal Advisory and Accounting Services –
Cost of Service Study

July 7, 2020

Page 2

In addition, we will report to you any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees to indemnify and hold us harmless for any liability and all reasonable costs (including legal fees) that we may incur in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The responsibility for auditing the records of the Client rests with the Indiana State Board of Accounts and the work performed by the Firm shall not include an audit or review of the records or the expression of an opinion on financial data.

Client Responsibilities

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

Additional Services

Exhibit A sets forth the scope of the Services to be provided by the Firm. From time to time, additional services may be requested by the Client beyond the scope of Exhibit A. The Firm may provide these additional services and be paid at the Firm's customary fees and costs for such services. In the alternative, the Firm and the Client may complete a revised and supplemented Exhibit A to set forth the additional services (including revised fees and costs, as needed) to be provided. In either event, the terms and conditions of this letter shall remain in effect.

E-Verify Program

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

Investments

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

Non-Discrimination

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

Honorable Jeremy P. Stutsman, Mayor
City of Goshen

Re: City of Goshen (Indiana) Municipal Water Utility – Proposed Municipal Advisory and Accounting Services –
Cost of Service Study

July 7, 2020

Page 3

Anti-Nepotism

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

Telephone Solicitation Act Compliance

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

Municipal Advisor Registration

The Firm is a Municipal Advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. As such, the Firm is providing certain specific municipal advisory services to the Client. The Firm is neither a placement agent to the Client nor a broker/dealer.

The offer and sale of any Bonds shall be made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client agrees that the Firm does not undertake to sell or attempt to sell the Bonds, and will take no part in the sale thereof.

Mediation Provision

The Client and the Firm agree that if any dispute (other than our efforts to collect any outstanding invoice(s)) arises out of or relates to this engagement, or any prior engagement we may have performed for you, and if the dispute cannot be settled through informal negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures (or such other administrator or rules as the parties may mutually agree) before resorting to litigation. The parties agree to engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall take place in St. Joseph County or Elkhart County, Indiana, or such other location as the parties may mutually agree. If the parties are unable to mutually agree on the selection of a mediator, the mediator shall be determined in accordance with the American Arbitration Association's Commercial Mediation Procedures. The results of any such mediation shall be binding only upon a written settlement agreement executed by each party to be bound. Each party shall bear its own costs and fees, including attorneys' fees and expenses, in connection with the mediation. The costs of the mediation, including without limitation the mediator's fees and expenses, shall be shared equally by the participating parties. Any ensuing litigation shall be initiated and maintained exclusively before any state or federal court having appropriate subject matter jurisdiction located in Goshen, Indiana.

Other Financial Industry Activities and Affiliations

Baker Tilly Investment Services, LLC ("BTIS") is an affiliate of the Firm. BTIS is registered as an investment adviser with the Securities and Exchange Commission under the federal Investment Advisers Act. BTIS provides non-discretionary investment advice with the purpose of helping clients create and maintain a disciplined approach to investing their funds prudently and effectively. BTIS may provide advisory services to the clients of the Firm.

BTIS has no other activities or arrangements that are material to its advisory business or its clients with a related person who is a broker-dealer, an investment company, other investment adviser or financial planner, bank, law firm or other financial entity.

Honorable Jeremy P. Stutsman, Mayor
City of Goshen

Re: City of Goshen (Indiana) Municipal Water Utility – Proposed Municipal Advisory and Accounting Services –
Cost of Service Study

July 7, 2020

Page 4

If the foregoing accurately represents the basis upon which we may provide Services to the Client, we ask that you execute this letter, in the space provided below setting forth your agreement. Execution of this letter can be performed in counterparts each of which will be deemed an original and all of which together will constitute the same document.

On March 1, 2019, H.J. Umbaugh & Associates, Certified Public Accountants, LLP (“Umbaugh”) effected a business combination with Baker Tilly Virchow Krause, LLP, (Chicago, Illinois), a financial services and accounting firm (“Umbaugh/Baker Tilly Combination”). Baker Tilly Virchow Krause, LLP also effected a business combination with Springsted Incorporated, (Saint Paul, Minnesota), a municipal and management advisory firm, that became effective April 1, 2019. The municipal advisory business unit of Baker Tilly Virchow Krause together with Umbaugh and Springsted have formed and are operating as a wholly-owned subsidiary doing business as Baker Tilly Municipal Advisors, LLC.

If you have any questions, please let us know. We appreciate this opportunity to be of service to you and the City.

Very truly yours,

BAKER TILLY MUNICIPAL ADVISORS, LLC

By: Eric J. Walsh
Eric J. Walsh, Partner

The undersigned hereby acknowledges and agrees to the foregoing letter of engagement.

City of Goshen, Indiana

Date: _____

By: _____

Printed: _____

Exhibit A

Services Provided

Scope of Services

The Firm agrees to furnish and perform the following services with respect to the water utility Cost of Service study.

Article I. Analysis of Costs and Revenues (Rate Analysis) (Municipal Advisory, Consulting and Compilation Accounting Services)

- A. Compile from available records historical balance sheets and/or historical recorded financial information for a period of three (3) calendar years and the most recent twelve (12) month period available (the "test year").
- B. Detail from available records a schedule of flow of funds for the past three (3) calendar years and the test year for the purpose of determining trends, amounts of revenue, cash operation and maintenance expenses, debt service requirements and expenditures for improvements to the utility property and plant.
- C. Analyze expenses of the test year in order to locate and adjust items which should be properly capitalized, expensed or reclassified.
- D. Analyze accounts, invoices and pertinent documents and interview Client personnel and/or consulting engineers made available by the Client to determine possible changes in expenses and the possible effects of those changes.
- E. Obtain information from Client officials, engineers and/or other available sources to suggest to the Client adjustments to test year cash operating expenses such as additional labor, power costs, chemical costs, additional taxes and other fixed, known and measurable expense changes.
- F. Schedule monthly revenues of the test year in order to locate and adjust unusual and significant fluctuations in such revenue.
- G. Prepare amortization schedules of presently outstanding funded debt extending over the life of the remaining years of payment and obtain information from bond ordinances or other documents relating to such funded debt.
- H. Obtain information from the rate ordinance, tariffs and bond ordinances now in effect.
- I. Assist in the development of a capital improvements program and determine alternative financial programs leading to the obtaining of funds necessary to meet the capital improvement requirements through funds now available and/or future revenues of the system and/or the use of debt financing.
- J. Provide alternative estimates of future annual revenue requirements for consideration by the Client.

Exhibit A

Services Provided (cont'd)

Article II. Cost of Service Study (Consulting Services)

- A. Obtain information from Client officials, consulting engineers and available records, invoices, etc. to determine the classification of utility plant as necessary for Cost of Service analyses.
- B. Furnish a detailed study of all customer billings for twelve (12) months' usage of the test year for each rate schedule currently in effect in order to determine billing demands and customer usage characteristics.
- C. Confer with the Client, consulting engineers and other consultants to the Client, as necessary, to determine maximum hourly demand characteristics, maximum daily demand characteristics, fire flow requirements, meter equivalence ratios and other data for each customer classification in order to determine the cost responsibility for each class of service.
- D. Confer with the Client, consulting engineers and other consultants to the Client, as necessary, to arrive at the allocation of the costs of utility plant operating expenses and other revenue requirements to cost functions (i.e. base costs, extra capacity, customer, administrative and direct functions).
- E. Confer with the Client, consulting engineers and other consultants to the Client, as necessary, to arrive at the allocation of each functional cost to each of the present customer classifications in relation to each customer class's responsibility for those costs.
- F. Compare the test year revenues under the current schedule of rates with the projected annual costs of providing service for each of the present customer classifications.
- G. Recommend the consolidation or expansion of certain present rate classifications where appropriate.
- H. Recommend alternative methods of revising rates and charges which are projected to produce revenues approximately equal to the determinable costs of providing service to the customers being billed from said rates.
- I. Prepare schedules comparing typical monthly billings under the present and proposed rates of the Client with the rates being charged in other communities in the surrounding area.
- J. Furnish an accounting report of findings and recommendations concerning the finances of the Client and a new schedule of rates and charges.

Article III. Meetings and Local Rate Hearing (Consulting and Municipal Advisory Services)

- A. Meet, as needed, with the Client to discuss findings and recommendations.
- B. Provide financial information (including a new schedule of rates and charges, if required) to the Client's attorney for preparation of resolutions and ordinances as may be required.
- C. If a change in rates or fees is required, attend a local public hearing to present accounting and financial information relating to rates and charges for service.

Exhibit A

Services Provided (cont'd)

Article IV. Covid-19 Impact Analysis

- A. Utilize recent billing data and cost information to forecast scenarios of economic impact related to Covid-19.
- B. Provide various scenarios as requested by the client for impact on proposed COSS rate structure as a result of A.
- C. Meet with the Client as needed to discuss findings.

Exhibit B

Fees

The Firm's fees for services set forth in Exhibit A will be:

	<u>Service</u>	<u>Fees</u>
Article I-III	Analysis of Cost and Revenue (Rate Analysis), Cost of Service Study and Meetings and Local Rate Hearing (to be completed by 2/1/2021)	\$45,000
Article IV	Covid-19 Impact Analysis (to be completed within 6 months of client request)	Time & Expense not to exceed \$7,500*

*The Firm's fees will be billed at the Firm's standard billing rates based on the actual time and expenses incurred.

Standard Hourly Rates by Job Classification 1/1/2020

Partners / Principals / Directors	\$240.00	to	\$500.00
Managers	\$200.00	to	\$325.00
Senior Consultants	\$150.00	to	\$250.00
Consultants	\$135.00	to	\$200.00
Municipal Bond Disclosure Specialists	\$120.00	to	\$190.00
Support Personnel	\$110.00	to	\$150.00
Interns	\$90.00	to	\$110.00

- *Billing rates are subject to change periodically due to changing requirements and economic conditions. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by the Firm with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. The fees do not include the charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity[®]. Coordination of the printing and distribution of Official Statements or any other Offering Document are to be reimbursed by the Client based upon the time and expense for such services.

Exhibit C

Disclosure Statement of Municipal Advisor

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm's conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to the Firm's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

- I. **Affiliate Conflict.** BTIS, an affiliate of the Firm (the "Affiliate"), has or is expected to provide certain advice to or on behalf of Client that is directly related to the Firm's activities within the Scope of Services under this Agreement. In particular, providing advice to Client regarding investment of bond proceeds. The Affiliate's business with Client could create an incentive for the Firm to recommend to Client a course of action designed to increase the level of Client's business activities with the Affiliate or to recommend against a course of action that would reduce or eliminate Client's business activities with the Affiliate. In addition to the general mitigations described above, this conflict of interest is mitigated in part by the fact that Client had already engaged the Affiliate prior to engaging the Firm as a municipal advisor, and therefore the Firm as a municipal advisor did not influence this decision. Furthermore, this potential conflict is mitigated by the fact that the Affiliate is subject to its own comprehensive regulatory regime as a registered investment adviser with the Securities and Exchange Commission under the federal Investment Advisers Act.
- II. **Compensation-Based Conflicts.** The fees due under this Agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

The fees due under this Agreement are based on hourly fees of the Firm's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

Exhibit C

Disclosure Statement of Municipal Advisor (cont'd)

- III. **Other Municipal Advisor Relationships.** The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **How to Access Form MA and Form MA-I Filings.** The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001616995>.
- III. **Most Recent Change in Legal or Disciplinary Event Disclosure.** The Firm has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

PART D – Rule G-10: Investor and Municipal Advisory Client Education and Protection

MSRB Rule G-10 requires that municipal advisors to notify their clients of the availability of a client brochure on the MSRB's website that provides information on the processes for filing a client complaint. Accordingly, the Firm sets out below the required information.

- I. The Firm is registered as a Municipal Advisor with the Securities and Exchange Commission (867-00880) and the Municipal Securities Rulemaking Board (K1027).
- II. The website address for the Municipal Securities Rulemaking Board is www.msrb.org.
- III. The website for the Municipal Securities Rulemaking Board has a link to a brochure that describes (i) the protections that may be provided by the Municipal Securities Rulemaking Board rules and (ii) describes how to file a complaint with an appropriate regulatory authority.

Exhibit D

Compilation Accounting Services

Compilation of Historical Financial Statements

Our Responsibilities:

The objective of our engagement is to apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America or the cash basis of accounting based on information provided by you.

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care when performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We in our sole professional judgement, reserve the right to refuse any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities:

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to assist you in the presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America or with the cash basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of the cash basis of accounting or accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
2. The preparation and fair presentation of financial statements in accordance with the cash basis of accounting or accounting principles generally accepted in the United States of America.
3. The election to omit substantially all disclosures normally included in the financial statements in accordance with the cash basis of accounting or accounting principles generally accepted in the United States of America.

Exhibit D

Compilation Accounting Services

4. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.
5. The prevention and detection of fraud.
6. To ensure that the Client complies with the laws and regulations applicable to its activities.
7. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
8. To provide us with –
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.
 - unrestricted access to persons within the Client of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our compilation of your financial statements. You are also responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our Report:

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.



**Legal Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

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

July 20, 2020

To: Board of Public Works and Safety
From: Keitha Windsor
Subject: Agreement with OJS Building Services

The City is replacing the three air conditioners at the Utilities Billing Office, 203 S. 5th St. These units are located on the roof of 120 E. Washington St., a building that is not owned by the City.

The City wishes to contract with OJS Building Services, Inc. to replace and relocate the three units to the ground level outside the Billing Office.

Work on the project shall be completed within 10 business days from receipt of a notice to proceed and the total cost for all work is \$26,510.00

Suggested motion: Move to enter into an agreement with OJS Building Services, Inc. to replace and relocate the three air conditioners at the Utilities Billing Office, 203 S. 5th St at a cost of \$26,510.00 with work to be completed within 10 business days from receipt of a notice to proceed.

AGREEMENT

Replace and Relocate Air Conditioning Units at Utilities Billing Office, 203 S. 5th Street, Goshen

THIS AGREEMENT is entered into on this ____ day of _____, 2020, between OJS Building Services, Inc., hereinafter referred to as “Contractor”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, one of the air conditioners at the Utilities Billing Office, 203 S. 5th St., is not working and a second unit is leaking refrigerant. The three units for the office are located on the roof of 120 E. Washington St., a building that is not owned by the City. The City wishes to replace and relocate all three units to the ground level outside the Billing Office.

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to replace and relocate the three air conditioning units for the Utilities Billing Office.

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

SCOPE OF SERVICES

Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the replacement and relocation of three (3) air conditioning units at the Utilities Billing Office, 203 S. 5th St.

Contractor’s scope of work shall include:

1. Remove all three cooling system condensers on roof of 120 E. Washington St. including evaporators and system piping.
2. Supply and install two (2) new Armstrong Air 3.5 Ton Model #4AC13*42P and one (1) new Armstrong Air 5 Ton Model #4AC13*60P cooling systems condensers on the south side of the City’s Utility Billing Office between the parking lot and the building.
3. Supply and install three plastic Condenser pads.
4. Run refrigerant piping through south wall up to the ceiling and across the ceiling or wall about fifteen feet (15') through the wall into the next office and then turn all piping and run it into the first floor mechanical room. From the mechanical room run the piping to the basement and to the second floor to the other two furnaces.
5. Supply and install new Evaporators in the existing cased coil cabinets.
6. Conceal exposed piping between the first and second office in Line Hide.
7. Supply and install the two-wire condenser control wiring between the Condenser and the furnace.
8. Due to the long piping runs, supply and install crankcase heaters and Solenoid valves to the piping circuits to prevent liquid refrigerant migration.
9. Supply and install Condenser fan cycling controls to assist unit operation in the spring and fall.
10. Pressure test and evacuated piping and equipment before performing charging and unit startup.

Contractor shall be responsible for the proper removal and disposal of all material, scrap and debris from the site and shall assume and pay any applicable fees and charges for such disposal. Contractor shall not abandon or dispose of any materials or debris except in accordance with all applicable local, state and federal laws.

Contractor shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

TERM OF THE AGREEMENT

This Agreement shall become effective on the date of execution and approval by both parties. Contractor acknowledges that time is of the essence and that the timely performance of its work is an important element of this Agreement. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Contractor's work on the project shall begin as soon as practical after receiving a notice to proceed from the City and shall be completed within ten (10) business days from receipt of a notice to proceed.

COMPENSATION

The City agrees to compensate Contractor for the services in this agreement in accordance with Contractor's quoted fee for the amount of Twenty-six Thousand Five Hundred Ten Dollars (\$26,510.00).

Payment(s) to Contractor for work rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of Contractor has been attained. Contractor is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Contractor. Payment is deemed to be made on the date of mailing the check.

INDEPENDENT CONTRACTOR

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

NON-DISCRIMINATION

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

INDEMNIFICATION

Contractor agrees to indemnify 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 intentional, reckless or negligent act or omission by Contractor or any of their officers, agents, officials, and employees, during the performance of work 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.

INSURANCE

Prior to commencing work, Contractor shall furnish the 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 the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include the City of Goshen as an additional insured for Employer’s Liability, General Liability and Automobile Liability coverage.

Contractor shall at least include the following types of insurance with the following minimum limits of liability:

Workers Compensation & Employer’s Liability	Statutory Limits
General Liability	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and \$2,000,000 Aggregate
Automobile Liability	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and Aggregate

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

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. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

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

BREACH

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

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

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 Agreement.

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

TERMINATION

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

- (1) The contract 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 performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, the City may issue a written notice of default and provide a period of time 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 secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- (3) 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 contract.

ASSIGNMENT

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract 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 work, completion of work and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

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 Contractor:

OJS Building Services, Inc.
Attention: Brian Sears
1008 Lincoln Way East
South Bend, Indiana 46601

APPLICABLE LAWS

Contractor 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.

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

Contractor 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.

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

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

The 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 the City of a breach.

Contractor 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 Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen Contractor certifies that Contractor 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 Contractor.

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.

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 Contractor.

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

City of Goshen
Board of Public Works and Safety

OJS Building Services, Inc.

Jeremy P. Stutsman, Mayor

Brian Sears, General Manager

Mary Nichols, Member

Date: _____

Michael Landis, Member

Date: _____



**Legal Department
CITY OF GOSHEN**

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July 20, 2020

To: Board of Public Works and Safety
From: Keitha Windsor
Subject: Agreement with NIPSCO

Prior to extending gas service to new locations and/or new customers, NIPSCO has developed a process that involves televising sewer pipes to verify the location of such pipes and identify any existing damage from cross bores; and following the extension of service, NIPSCO re-checks the sewer pipes to ensure that no new damage was caused by cross bores.

NIPSCO has requested access permission to televise the City's sanitary, storm or combined sewer system.

This access agreement is for a period of 10 years unless terminated earlier for any reason or no reason.

Suggested motion: Move to approve the Mayor entering into an Access Agreement with NIPSCO to permit NIPSCO's access to televise the City's sanitary, storm or combined sewer system for a period of 10 years.

AUTHORIZATION, ACCESS AND INDEMNIFICATION AGREEMENT

This AUTHORIZATION, ACCESS AND INDEMNIFICATION AGREEMENT (“**Agreement**”) is made and entered into this 1st day of August, 2020 (the “**Effective Date**”), by and between Goshen Utilities, city of Goshen, and Northern Indiana Public Service Company (“**NIPSCO**”). The City and NIPSCO are sometimes collectively referred to herein as the “**Parties**” and individually as a “**Party**”.

RECITALS:

WHEREAS, the City owns and operates a network of sanitary, storm, and combined sewer pipes that carry storm water and sanitary sewage to the City’s water pollution control plant; and

WHEREAS, NIPSCO owns and operates a network of underground gas facilities that provide natural gas service to customers in and around northern Indiana, including the region where the City is located; and

WHEREAS, prior to extending gas service to new locations and/or new customers, NIPSCO has developed a process that involves televising sewer pipes to verify the location of such pipes and identify any existing damage from cross bores; and

WHEREAS, following the extension of service, NIPSCO re-checks the sewer pipes to ensure that no new damage was caused by cross bores; and

WHEREAS, NIPSCO has requested permission to televise the City’s sewer pipes in order to perform the foregoing functions, including verification of sewer pipe location and identification of damage caused by cross bores; and

WHEREAS, by allowing NIPSCO to televise its pipes, the City can identify pipes in need of repair, which can help the City maintain the integrity of its sewer system and prevent the dangerous infiltration of gas into its system; and

WHEREAS, the City believes it is in its best interest to authorize NIPSCO to televise the City’s sewer pipes for the reasons stated above.

AGREEMENT:

NOW, THEREFORE, for and in consideration of mutual promises and undertakings set forth herein, the City and NIPSCO agree as follows:

1. **The Project**. The project contemplated by this Agreement (“**Project**”) consists of NIPSCO televising City-owned sewer piping as part of its process of extending gas service to new locations and/or customers.
2. **Access**. As of the Effective Date of this Agreement, the City authorizes NIPSCO to access and televise piping that is part of the City’s sanitary, storm, or

combined sewer system to enable NIPSCO to verify the location of City-owned sewer piping and identify any damage from cross boring before and after the extension of gas service. At the beginning of each quarter, NIPSCO shall provide a list of the city blocks corresponding to the location of the sewer system it intends to televise during such quarter. This list shall be provided prior to accessing the City's sewer system.

3. **Term.** The term of this Agreement shall commence on the Effective Date and shall last for a period of ten (10) years from the Effective Date unless terminated earlier in accordance with Section 3. The term of this Agreement may be extended upon written agreement of the Parties.
4. **Termination of Agreement.** This Agreement shall terminate upon completion of the ten (10) year period described in Section 2 (unless the Parties agree in writing to extend the term of this Agreement) or at the election of the City, for any reason or no reason, upon thirty (30) days' written notice to NIPSCO. If the City elects to terminate this Agreement, NIPSCO shall promptly cease all televising activities and shall remove any and all equipment used for such purpose from the City's sewer pipes within thirty (30) days after the date of notice.
5. **Equipment.** The equipment used as part of the Project shall be provided by NIPSCO.
6. **Procedure if Damage is Identified.** If, during the course of the Project, NIPSCO identifies damage to City-owned sewer piping caused by NIPSCO, NIPSCO shall immediately notify the City and the Parties shall cooperate regarding the repair of such damage. The City shall have the first option to repair any damage caused by NIPSCO to its sewer piping. If the City elects to make such repairs, the City exercise commercially reasonable judgment and prudence in making such repairs, and shall submit an invoice for the cost of the repairs to NIPSCO. NIPSCO shall remit payment within ten (10) days of receipt of the invoice. If NIPSCO believes that any charges incurred by the City in making such repairs are not prudently incurred or are otherwise not commercially reasonable, NIPSCO shall provide written notice to the City by the payment due date setting forth the disputed amounts and the basis for such disputed amounts. The parties shall meet in a timely manner and work in good faith to address any disputes regarding invoicing for repairs. If the City elects not to make such repairs, then the Parties shall agree on who is going to make the repairs and NIPSCO shall be responsible for the cost. For purposes of clarity, NIPSCO shall not be responsible for the cost of any damage that was not caused by NIPSCO or its predecessors or assigns, whether the repairs are initiated by the City or a third-party.
7. **Project Priority.** In the event of a conflict between the Project and any other projects initiated by the City, the City's project(s) shall have priority and NIPSCO agrees to remove its equipment from City-owned sewer piping, change its

schedule for the Project, and/or take such other action as may be requested by the City to enable the City to complete its other projects.

8. Indemnification. NIPSCO shall indemnify, defend, and hold harmless City and its agents, representatives, and employees from and against any and all claims, losses, and damages for personal injury, property damage, or economic harm asserted by any third-party as a result of NIPSCO's negligence or willful misconduct related to: (i) televising the City's sanitary, storm, and/or combined sewer piping, including, but not limited to, any sewage backups caused by such activities; (ii) the extension of gas service and any cross boring done in connection therewith; or (iii) any other actions contemplated by this Agreement, including, but not limited to, the completion of repairs to City-owned sewer piping undertaken by NIPSCO or its agents.

9. Miscellaneous Provisions.

- a. *Time of the Essence.* The Parties agree that time is of the essence for this Agreement.
- b. *Non-Disclosure of Information.* Information or video footage received by NIPSCO during the performance of the Project shall not be disclosed to any third party except with the written consent of the City.
- c. *Severability.* If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be stricken and the remaining provisions of this Agreement shall remain unaffected as if the illegal or unenforceable provision never existed.
- d. *Choice of Law; Jurisdiction.* This Agreement shall be governed by the laws of the State of Indiana and venue shall lie in any of the federal or state courts located in Allen County, Indiana.
- e. *Headings.* Headings in this Agreement are for reference only and shall not be considered binding terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF GOSHEN, THROUGH
IT'S BOARD OF PUBLIC WORKS

NORTHERN INDIANA PUBLIC
SERVICE COMPANY

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

July 20, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Acceptance of Easement from River Art, LLC

Attached for the Board's acceptance is an Easement from River Art, LLC. This is for an approximate 14' by 95' easement for City utility purposes located north of the Hawks building at 303 River Avenue as depicted on the drawing included in the Easement.

It is recommended that the Board accept the Easement from River Art, LLC and authorize the Mayor to execute the Acceptance page.

EASEMENT

River Art, LLC, an Indiana limited liability company (Grantor), grants to the City of Goshen, Indiana (City), a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for One Dollar (\$1) and other good and valuable consideration, an easement on the real estate (Easement) situated in Elkhart County, State of Indiana, as depicted upon the drawing attached as Exhibit "B" and more particularly described as follows:

A PART OF LOT "A" AS SAID LOT IS KNOWN AND DESIGNATED ON THE RECORD PLAT OF THE "HAWKS BUILDING MINOR SUBDIVISION"; SAID PLAT BEING LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA; SAID PLAT BEING RECORDED IN PLAT BOOK 34, PAGE 100, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA; SAID PART OF LOT "A" BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF LOT "A" AS SAID LOT IS KNOWN AND DESIGNATED ON THE RECORD PLAT OF THE "HAWKS BUILDING MINOR SUBDIVISION" AS RECORDED IN PLAT BOOK 34, PAGE 100, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 25 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT "A", A DISTANCE OF 138.66 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 25 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 14.34 FEET; THENCE NORTH 89 DEGREES 33 MINUTES 17 SECONDS WEST ALONG THE NORTH LINE OF A 10 FOOT WIDE EASEMENT FOR ACCESS AND WATER/SEWER UTILITIES AND DESIGNATED AS "G" ON SAID RECORD PLAT, A DISTANCE OF 95.00 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 27 SECONDS WEST, A DISTANCE OF 14.02 FEET TO A POINT ON THE SOUTH LINE OF AN EASEMENT FOR ACCESS AND PUBLIC WATER/SEWER UTILITIES AND DESIGNATED AS "A"/"B" ON SAID

RECORD PLAT; THENCE SOUTH 89 DEGREES 45 MINUTES 24 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 95.00 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT ENCOMPASSING 1348 SQUARE FEET, MORE LESS. THE ABOVE DESCRIBED EASEMENT BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND PUBLIC RIGHTS OF WAY OF RECORD.

The Easement is part of the real estate more commonly known as 303 River Race Drive, Goshen, Indiana, and part of Parcel Number 20-11-09-451-004.000-015. Grantor obtained title to the real estate by Warranty Deed dated April 17, 2018 and recorded April 19, 2018 in the Office of the Recorder of Elkhart County, Indiana as Instrument No. 2018-07620.

The Easement is granted to City for Goshen City utilities.

Grantor grants City access to the Easement for the purposes of installing, operating and maintaining the Goshen City utilities within the Easement.

City shall restore the surface of the Easement after any entry by City to as good as or better condition than it was prior to the entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor's adjoining real estate.

City is not obligated to replace any improvements extending over or into the Easement that may be damaged or removed during any subsequent entry.

Grantor may use, occupy and possess the Easement in a manner that is consistent with and does not interfere with City's rights contained in this Easement.


The terms of this Easement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Easement on behalf of

Grantor; that the Grantor has full capacity to grant the Easement described; and that all necessary action for granting this Easement has been taken.

IN WITNESS WHEREOF, the undersigned has executed this Easement on 7/2, 2020.

River Art, LLC,
an Indiana limited liability company

By: 

Printed: Scott Goyan

Title: Managing Partner

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned Notary Public, on _____, 2020, personally appeared _____, the _____ of River Art, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing instrument.

(SEAL)

see attached acknowledgment
Notary Public
Printed: Alvin Ahmed
My commission expires: 8/14/2022
Commission number: 2254189

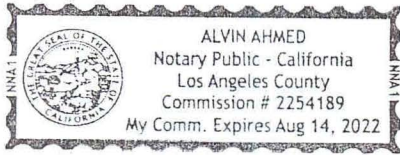
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }
On 3/2/2020 before me, Alvin Ahmed, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Scott Sivan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

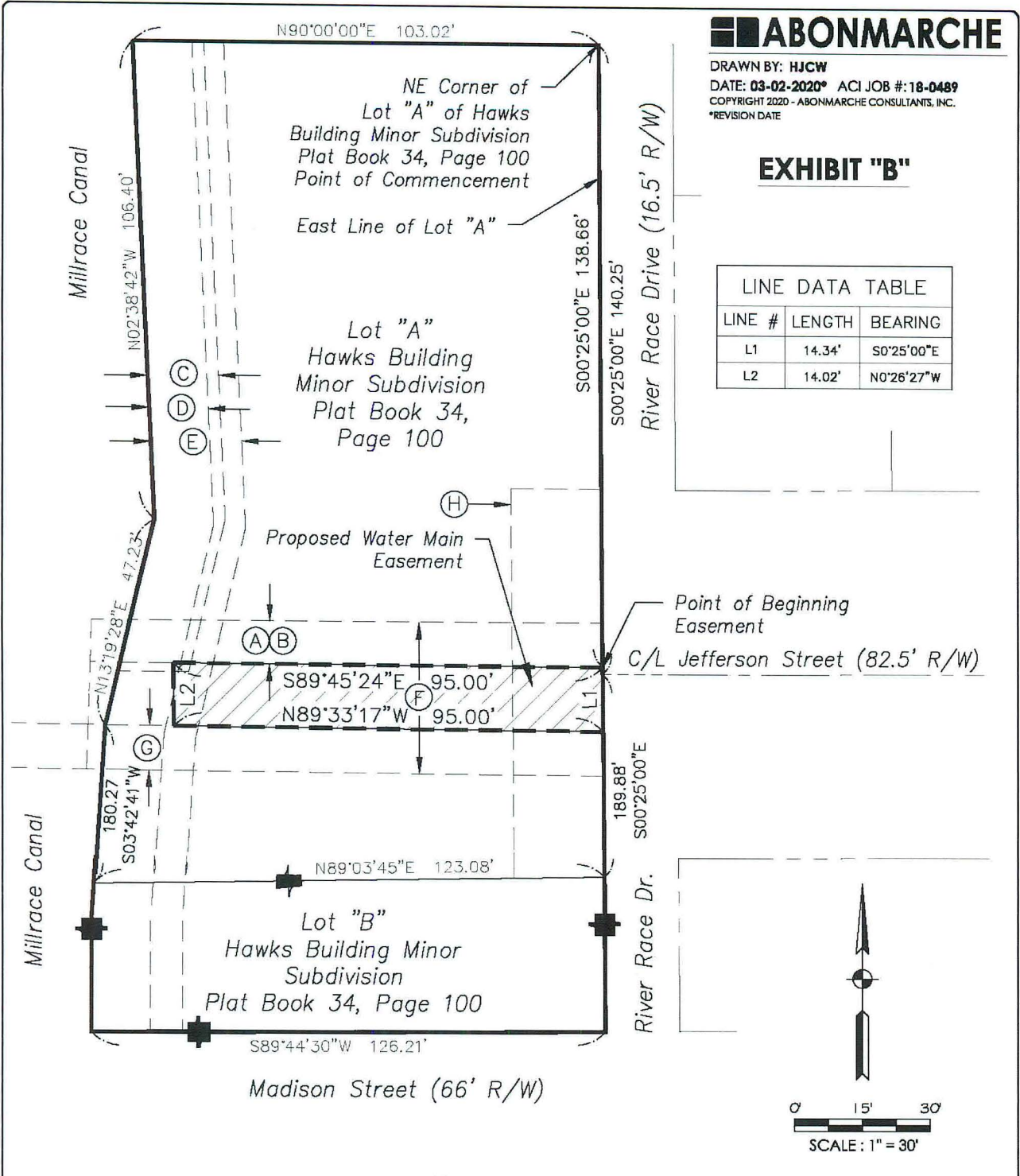
Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

EXHIBIT "B"

LINE DATA TABLE		
LINE #	LENGTH	BEARING
L1	14.34'	S0°25'00"E
L2	14.02'	N0°26'27"W



**HAWKS BUILDING MINOR
 SUBDIVISION - LOT "A"**
PROPOSED WATER MAIN EASEMENT
 214 WEST JEFFERSON STREET, GOSHEN, IN 46526

- (A) EASEMENT FOR ACCESS AND PUBLIC WATER/SEWER UTILITIES PER INSTR. NO. 96-016553
- (B) EASEMENT FOR ACCESS AND PUBLIC WATER/SEWER UTILITIES PER INSTR. NO. 96-022066
- (C) PUBLIC PEDESTRIAN/BICYCLE TRAIL EASEMENT PER INSTR. NO. 2009-28286
- (D) 13' WIDE PUBLIC PEDESTRIAN/BICYCLE TRAIL EASEMENT PER INSTR. NO. 2013-30259
- (E) 20' WIDE EASEMENT FOR THE CITY TO MAINTAIN THE CANAL PER INSTR. NO. 2013-30260
- (F) ACCESS AND PEDESTRIAN/BICYCLE TRAIL EASEMENT WITHIN VACATED RIGHT-OF-WAY OF JEFFERSON STREET PER INSTR. NO. 2013-30261
- (G) 10' WIDE EASEMENT FOR ACCESS AND WATER/SEWER UTILITIES PER INSTR. NO. 96-022066
- (H) 20' WIDE PRIVATE ACCESS AND UTILITY EASEMENT FOR BENEFIT OF LOT B

ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from River Art, LLC, an Indiana limited liability company, and accepts the same on this _____ day of July, 2020.

Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person’s voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this _____ day of July, 2020.

Shannon Marks
Notary Public of Elkhart County, Indiana
My Commission Expires May 17, 2024
Commission Number NP0685467

EXECUTED and DELIVERED in my presence:

Witness Signature: _____

Witness Printed Name: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared [Witness Name] _____, being known to me or whose identity has been authenticated by me to be the person whose name is subscribed as a Witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, in the above-named subscribing Witness’s presence, and that the above-named subscribing Witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or any proceeds as a result of the transaction.

Witness my hand and Notarial Seal this _____ day of July, 2020.

Shannon Marks
Notary Public of Elkhart County, Indiana
My Commission Expires May 17, 2024
Commission Number NP0685467

This instrument was prepared by Larry A. Barkes, Attorney No. 3568-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

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 (Larry A. Barkes).



CITY OF GOSHEN LEGAL DEPARTMENT

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www.goshenindiana.org

July 20, 2020

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2020-22 - Local Roads and Bridges Matching Grant Agreement with InDOT for Reconstruction of 16th Street, Douglas Street and Reynolds Street

It is recommended that the Board pass Resolution 2020-22. This resolution approves the terms and conditions of the Local Roads and Bridges Matching Grant Agreement with the Indiana Department of Transportation for up to \$535,130 in matching grant funds to be used for the reconstruction of 16th Street, Douglas Street and Reynolds Street east of Lincolnway East/US 33, and authorizes the Mayor to execute the agreement on behalf of the City. The Engineering Department has been in conversation with InDOT regarding the submission deadlines listed in the award letter.

RESOLUTION 2020-22

**Local Roads and Bridges Matching Grant Agreement
with InDOT
for Reconstruction of 16th Street, Douglas Street and Reynolds Street**

WHEREAS the City of Goshen plans to reconstruct 16th Street, Douglas Street and Reynolds Street east of Lincolnway East/US 33 (hereinafter the “Project”).

WHEREAS the City applied to Indiana Department of Transportation and was awarded a grant for up to \$535,130 from the State’s Local Roads and Bridges Matching Grant Fund which represents 50% of the total cost of the Project.

WHEREAS pursuant to Indiana Code § 36-1-7 et seq., a power that may be exercised by one governmental entity may be exercised by one entity on behalf of another entity if the entities enter into a written agreement.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Local Roads and Bridges Matching Grant Agreement with the Indiana Department of Transportation for partial funding for the Project attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the Local Roads and Bridges Matching Grant Agreement on behalf of the Goshen Board of Public Works and Safety and the City of Goshen.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on July 20, 2020.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract # A249-20-LG200139

This Grant Agreement (this “Grant Agreement”), entered into by and between the Indiana Department of Transportation (the “State”) and City of Goshen a Local Unit, (the “Grantee”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of **\$535,130.00** (the “Grant”), representing **50%** of the eligible costs of the project (the “Project”) described in Attachment A of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. § 8-23-30).

2. Representations and Warranties of the Grantee.

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

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

C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1.

D. The Grantee uses an approved transportation asset management plan on file with the State.

3. Implementation of and Reporting on the Project.

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

4. Term. This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written

agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as **Attachment B** and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

5. Grant Funding. Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

- A. It may use the State funds only for the Project described in **Attachment A**;
- B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:
 - i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding calendar year.
- C. It shall provide local matching funds equal to not less than **50%** of the estimated project cost;
- D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than \$1 million**. The maximum amount of state funds allocated to the Project is \$ **535,130.00**. The Grantee

understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

F. Pursuant to Ind. Code § 8-23-30-3, the Grantee's **50%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **50%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

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

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

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State.

Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

E. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws.

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

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

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

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

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

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

G. As required by IC § 5-22-3-7:

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

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

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

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

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

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

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

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

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

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

10. Debarment and Suspension.

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

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

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

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

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

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

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

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

13. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled.

A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

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

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

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

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

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

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N. Senate Avenue, Room N758
Indianapolis, IN 46204-2216

- B. Notices to the State regarding project management shall be sent to respective District Office:

Indiana Department of Transportation
Donya LaRue
5333 Hatfield Road
Fort Wayne, IN 46808
Email: dlarue@indot.in.gov

- C. Notices to the Grantee shall be sent to:

City of Goshen
Dustin Sailor
204 East Jefferson Street
Goshen, IN 46528
Email: engineering@goshencity.com

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 22, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

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

21. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

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

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

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

24. Federal and State Third-Party Contract Provisions. N/A

25. Provision Applicable to Grants with tax-funded State Educational Institutions: “Separateness” of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State’s standard contract clauses (as contained in the *2019 OAG/ IDOA Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements; Project Monitoring was modified.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion, Acceptance

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

AGREEMENT TO USE ELECTRONIC SIGNATURES

(Applicable to only to Grant Agreements processed through SCM)

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

City of Goshen

Indiana Department of Transportation

By: _____

By: _____

Name and Title, Printed

Joseph McGuinness, Commissioner

Date: _____

Date: _____

Approved by:
Indiana Department of Administration

Approved by:
State Budget Agency

By: _____ (for)
Lesley A. Crane, Commissioner

By: _____ (for)
Zachary Q. Jackson, Director

Date: _____

Date: _____

APPROVED as to Form and Legality:

Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on September 13, 2019.

FA 19-45

This instrument was prepared by the undersigned attorney:

Attorney:
Indiana Department of Transportation
100 N. Senate Avenue
Indianapolis, IN 46204

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: _____
Program: **Local Roads and Bridges Matching Grants**
Type of Project: Road Reconstuction
Location: 16th St., Douglas St, Reynolds St.
Application ID: 8669

A general scope/description of the Project is as follows:

Complete road replacement including curb and gutter and several spot improvements to the storm inlets to improve drainage.

The maximum amount of state funds allocated to the Project is \$ 535,130.00.

ATTACHMENT B
AWARD LETTER



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N901
Indianapolis, Indiana 46204

PHONE: (317) 233-3680
FAX: (317) 234-8365

Eric Holcomb, Governor
Joe McGuinness, Commissioner

April 17, 2020

City of Goshen
Jeremy Stutsman
204 East Jefferson Street
Goshen, IN 46528

RE: Community Crossing Matching Grant Fund 2020-1 Award Letter

Dear Jeremy Stutsman:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2020-1 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
8669	\$535,130.00	All
TOTAL	\$535,130.00	

Preliminary award amounts are contingent upon the following:

- INDOT must receive a copy of the fully-executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted no later than four (4) months from the date of this award letter. Failure to meet this date will result in the forfeiture of your funds.
- Local Public Agency (LPA) must sign and return the LPA-INDOT Grant Agreement no later than two (2) months from the date of this award letter. Signatures cannot be over 30 days old once it reaches the INDOT LPA/MPO Division Office located in Indianapolis. Failure to meet this will result in forfeiture of your funds.
- Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

If you have any questions, please contact David Armstrong, (260) 969-8277 or darmstrong@indot.in.gov.

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

Director of Local Programs
Indiana Department of Transportation



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

July 15, 2020

To: Board of Public Works and Safety
From: Bodie Stegelmann, City Attorney
Subject: Resolution to Ratify Submission of Claim for Bankruptcy

Attached for the Board's approval is Resolution 2020-23 to Ratify the Submission of a Claim in the Purdue Pharma, L.P. Bankruptcy submitted by City Attorney, Bodie Stegelmann

It is recommended that the Board of Public Works and Safety make a motion to ratify the submission of the bankruptcy claim on behalf of the City, by City Attorney Bodie Stegelmann.

Resolution 2020-23

**Ratify Submission of City Claim in Bankruptcy
Filed by Purdue Pharma, L.P**

WHEREAS the City of Goshen, was included as a creditor in a bankruptcy case filed by Purdue Pharma, L.P., et al.

WHEREAS an Ad Hoc Group of Consenting Claimants in the bankruptcy case, calculated an estimate of damages for government entities including the City of Goshen.

WHEREAS, due to an impending deadline for filing claims, City Attorney, Bodie J. Stegelmann submitted a claim on behalf of the City of Goshen using the estimate of damages generated by the Ad Hoc Group of Consenting Claimants (a copy of the claim is attached hereto and made a part of this resolution.)

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety ratifies the submission of the bankruptcy claim submitted by City Attorney, Bodie J. Stegelmann for the bankruptcy filed by Purdue Pharma, L.P. et al.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on July 20, 2020.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Board Member

Mary Nichols, Board Member



4539001524696

EXHIBIT B

In Re Purdue Pharma, L.P., et al.

CONSOLIDATED CLAIM AUTHORIZATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE CONSOLIDATED CLAIM DOCUMENTATION BY EACH CONSENTING CLAIMANT

The undersigned claimholder in connection with the bankruptcy estates of *In Re Purdue Pharma, L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) (the "Consenting Claimant") hereby elects to schedule and file any and all claims held against the **Purdue Debtors**⁴ as part of a consolidated claim (the "Consolidated Claim"), as allowed pursuant to that order establishing **5:00 p.m. (Prevailing Eastern Time) on July 30, 2020** as the last date for each person or entity, including cities, counties, municipalities, other local governments and Native American Tribes, to file a Proof of Claim against any of the Purdue Debtors (the "Bar Date Order" at Docket No. 800)⁵.

For the avoidance of doubt, the Consenting Claimant⁶ understands and acknowledges that the Consolidated Claim, including but not limited to the Collective Theories, the Claim Amount, and all applicable information in the Consolidated Claim Summary Information Sheet, will be treated as the Consenting Claimant's own Proof of Claim filed against each of the Purdue Debtors, and the Consenting Claimant agrees to be so bound for all Proof of Claim purposes subject to the following. In the event that the Consenting Claimant has already filed or will file a separate and individual Proof of Claim against each or any of the Purdue Debtors, such separately filed Proof of Claim shall override the Consolidated Claim, so long as it otherwise complies with the Bar Date Order. The Consenting Claimant further acknowledges and agrees that the Ad Hoc Committee's only purpose is to facilitate the process by which Government Entities can participate in a Consolidated Claim and the Ad Hoc Committee: (1) takes no position concerning any Government Entity's individual claim(s) against Purdue and (2) is not adopting the Consolidated Claim as a claim on behalf of the Ad Hoc Committee. The Consenting Claimant hereby authorizes the Ad Hoc Committee, through any one or more of the following (the "Authorized Representative") to submit the Consolidated Claim: Kramer Levin Naftalis & Frankel LLP, Otterbourg P.C., Brown Rudnick LLP, Gilbert LLP.

Authorized Representative's Name: Ad Hoc Group of Consenting Claimants, c/o Kramer Levin Naftalis & Frankel LLP, Otterbourg P.C., Brown Rudnick LLP, Gilbert LLP

Please provide the following information (each piece of information is necessary and must be included in the Consolidated Claim):

1. Name, Address, and Contact Information (city, county, other municipality, or tribe):

Goshen City, Indiana

Name of Consenting Claimant (city, county or municipality, or tribe)

204 E. Jefferson St., Suite #2

Number	Street	
<u>Goshen</u>	<u>IN</u>	<u>46528</u>
City	State	Zip Code

⁴Purdue Pharma, L.P., Purdue Pharma Inc., Purdue Transdermal Technologies L.P., Purdue Pharma Manufacturing L.P., Purdue Pharmaceuticals L.P., Imbrium Therapeutics L.P., Adlon Therapeutics L.P., Greenfield Bio Ventures L.P. Seven Seas Hill Corp., Ophir Green Corp., Purdue Pharma of Puerto Rico, Avrio Health L.P., Purdue Pharmaceutical Products L.P., Purdue Neuroscience Company, Nayatt Cove Lifescience Inc., Button Land L.P., Rhodes Associates L.P., Paul Land Inc., Quidnick Land L.P., Rhodes Pharmaceuticals L.P., Rhodes Technologies, UDF LP, SVC Pharma L.P., and SVC Pharma Inc. (collectively, the "Purdue Debtors," "Debtors" or "Purdue").

⁵On June 3, 2020, the Bankruptcy Court extended the original Bar Date from June 30, 2020 to July 30, 2020.

⁶Terms not otherwise defined herein shall have the meaning set forth in the June 17, 2020 Letter originally enclosed with this Consolidated Claim Authorization Form. Please also note that executing this Consent Form constitutes agreement to the limitations of liability and waivers contained in the June 17, 2020 Letter originally enclosed with this Consolidated Claim Authorization Form. Please contact Uriel Pinelo (upinelo@brownrudnick.com) for a copy of such letter.





4539001524696

2. Attorney Information, if any:

Bodie J. Stegelmann, bodiestegelmann@goshencity.com
Name of Attorney & email address

204 E. Jefferson Street, Suite #2

Number Goshen Street IN Zip Code 46528
City State Zip Code

3. Claim Amount. Please check one of the following three boxes and input your Claim Amount, if applicable:

Option 1 Please include the Claim Amount derived from the Municipality Claim Model, if available.
(Please note that this option is not available to Native American Tribes)

Option 2 Please include the following Claim Amount: "not less than \$ _____"

Option 3 Please indicate that my claim is "unliquidated."

4. Additional Theories. In addition to the Collective Theories, the claimant holds the following separate claims and causes of action against Purdue:

Date: July 14, 2020

Bodie J. Stegelmann, City Attorney
Name and Title of Person Authorized to Complete and Sign This Form

574-537-3854 bodiestegelmann@goshencity.com
Phone Number Email

Bodie J. Stegelmann
Consenting Claimant's Signature