



## **Board of Public Works & Safety and Stormwater Board**

Regular Meeting Agenda

**2:00 p.m. November 23, 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 – Nov. 16

Changes to Agenda

- (1) Police Department Hiring of Rayven A. Johnson (Miller)
- (2) Agreement Amendment for 217 Blackport Drive Temporary Drainage Design with Abonmarche Consultants, Inc. (Marks)
- (3) Conditional Offer of Employment to and Agreement with Brian P. Marsee (Marks)
- (4) Conditional Offer of Employment to and Agreement with Catherine Jo Shrock (Marks)
- (5) Emergency Contract with Advanced Excavating for Work at 1215 Hickory St. (Hutsell)
- (6) Agreement with Eyedart Studio, LLC to Coordinate Goshen Arts Council, Redesign and Host Website, and Create Videos (Hutsell)
- (7) Agreements for Depository Accounts with Lake City Bank (Scharf)
- (8) Agreement for Investment Advisory Services with BakerTilly Investment Services, LLC (Scharf)



- (9) Elkhart County Regional SWAT Team Memorandum of Understanding (Powell)
- (10) Indiana Community Energy Challenge Grant Agreement (T. Sailor)
- (11) Extension of Indiana Ave. & High St. Shoulder Work, JN: 2019-2037 (D. Sailor)
- (12) Lane Restriction on N. Main St., JN: 2019-0025C (D. Sailor)
- (13) Dierdorff Rd. Lane Restrictions for NIPSCO (D. Sailor)

PRIVILEGE OF FLOOR

APPROVAL OF CLAIMS

*Adjournment*



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

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

Date: November 23<sup>rd</sup>, 2020

From: Chief Jose' Miller

Reference: The hiring of Rayven A. Johnson as a Probationary Patrol Officer.

I am requesting that the Board of Public Works and Safety approve the hiring of Rayven A. Johnson for the position of probationary patrol officer. Rayven has passed all exams and has been approved by both the local and State pension boards. I would like this hiring to be effective Monday November 23<sup>rd</sup>, 2020.

Rayven will be present for the Board of Works Meeting.

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**



**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](http://www.goshenindiana.org)

November 23, 2020

**To:** Board of Public Works and Safety

**From:** Shannon Marks

**Subject:** Agreement Amendment for 217 Blackport Drive Temporary Drainage Design with Abonmarche Consultants, Inc.

Attached for the Board's approval and execution is an amendment to the June 9, 2020 Agreement with Abonmarche Consultants, Inc. for the design of a temporary drainage solution for 217 Blackport Drive. Under this amendment, Abonmarche will provide additional design services for the further extension of a new storm sewer and curbing south along Blackport Drive so that stormwater can be discharged on to City-owned real estate. Abonmarche will complete the additional design services by April 30, 2021, and the cost will be an additional \$10,100.

Suggested Motion:

Move to approve and execute the attached Agreement Amendment with Abonmarche Consultants, Inc.

## **AGREEMENT AMENDMENT**

### **217 Blackport Drive Temporary Drainage Design**

THIS AGREEMENT AMENDMENT is entered into on November \_\_\_\_, 2020, by and between **Abonmarche Consultants, Inc.** (“Abonmarche”), whose mailing address is 1009 South Ninth Street, Goshen, IN 46526, and **City of Goshen, Indiana**, acting through the Goshen Board of Public Works and Safety (“City”).

#### **RECITALS**

- (1) City and Abonmarche entered into an Agreement on June 9, 2020 for Abonmarche to design a temporary drainage solution for 217 Blackport Drive which included the proposed construction of a new storm sewer in conjunction with new curbing in front of 217 Blackport Drive.
- (2) The owner of 217 Blackport Drive does not want to permit the proposed storm sewer outfall on their real estate.
- (3) City and Abonmarche have determined that the best temporary solution to the drainage problem is to extend the storm sewer further south so stormwater can be discharged to City’s real estate.
- (4) Any amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

In consideration of the terms, covenants and conditions to be kept and performed under the original Agreement dated June 9, 2020, and under the terms, covenants and conditions of this amendment, the parties agree as follows:

#### **SCOPE OF SERVICES**

Abonmarche shall perform additional design services for the temporary drainage solution for 217 Blackport Drive to include the extension of the new storm sewer further south along Blackport Drive to City-owned real estate. The additional services, consistent with the original scope of services, include 400 feet of additional field topographic survey, additional wetland delineation work to be performed by Earth Source and field survey to locate the flags, and the redesign of the temporary drainage design with the additional new storm sewer and curbing. The additional survey will also include locating and measuring the elevation of the utilities to be potholed and uncovered by the City.

The services do not include permitting assistance as it is not known at this time if the new storm sewer outfall will extend into delineated wetlands.

#### **TERM**

Abonmarche shall begin the additional services as soon as practical and perform all services as expeditiously as is consistent with professional skill and care in the orderly progress of the services. All services shall be completed by April 30, 2021.

**COMPENSATION**

City agrees to compensate Abonmarche for the additional services as follows:

Task # 1, Wetland Assessment/Locate Flags .....	Lump Sum of \$2,400
Task # 2, Construction Plans .....	Lump Sum of \$5,800
Task # 5 (new), Additional Field Survey .....	Lump Sum of \$1,900
Total .....	Lump Sum of \$10,100

**ORIGINAL AGREEMENT**

In all respects, all other provisions of the original agreement dated June 9, 2020 shall remain in full force and effect.

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

**City of Goshen**

Goshen Board of Public Works and Safety

**Abonmarche Consultants, Inc.**

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Bradley E. Mosness, PE,  
Vice President

\_\_\_\_\_  
Michael A. Landis, Member

Date: November \_\_\_\_, 2020

\_\_\_\_\_  
Mary Nichols, Member

Date: November 23, 2020



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November 23, 2020

**To:** Board of Public Works and Safety  
**From:** Shannon Marks  
**Subject:** Conditional Offer of Employment to and Agreement with Brian P. Marsee

On behalf of the Police Department, it is recommended that the Board:

- (1) Extend a conditional offer of employment to Brian P. Marsee as a probationary patrol officer.
- (2) Approve and execute the Conditional Offer of Employment Agreement with Brian P. Marsee.

The agreement sets forth the conditions to be met prior to beginning employment with the City's Police Department as a probationary patrol officer. The Board will be requested to confirm the offer of employment when a position opening becomes available in the Police Department.

## **CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on November \_\_\_\_, 2020, between the **City of Goshen, Indiana**, by and through the Goshen Board of Public Works and Safety (City), and **Brian P. Marsee** (Marsee).

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

### **PREREQUISITES TO BEGINNING EMPLOYMENT**

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

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



- (5) City and Marsee understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund.

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

#### **AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS**

- (1) As a condition of employment, Marsee is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Marsee agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Marsee's first day of employment with City.
- (2) As a further condition of employment, City shall require and Marsee agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Marsee agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Marsee will be paid for the time Marsee spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) Except as provided in paragraph (5), if Marsee fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Marsee's first day of employment with City, Marsee's employment with City and the Goshen City Police Department will be terminated.
- (5) Due to the COVID-19 Public Health Emergency, Governor Holcomb issued Executive Order 20-03 to which, in part, extended an officer's ability to exercise police powers one (1) year provided the officer has completed the pre-basic course. Marsee must successfully complete the basic training requirements as soon as practical, but in no event later than two (2) years of Marsee's first day of employment with City. If Marsee is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements within two (2) years of Marsee's first day of employment with City, Marsee's employment with City and the Goshen City Police Department will be terminated for cause, specifically the incapacity to exercise police powers as described in Indiana Code § 5-2-1-9(d).

**AMENDMENT**

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

**SEVERABILITY**

If any provision, covenant, or portion of this agreement or its application to any person, entity or property is held to be invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this agreement.

**INTEGRATION**

This agreement supercedes all prior agreements and negotiations that relate to the subject matter and is a full integration of the agreement of the parties.

**INDIANA LAW**

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

**BINDING EFFECT**

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that this agreement may not be assigned without the written consent of the parties.

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

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

\_\_\_\_\_  
Brian P. Marsee

Date: November \_\_\_\_\_, 2020

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Michael A. Landis, Member

\_\_\_\_\_  
Mary Nichols, Member

Date: November \_\_\_\_\_, 2020



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November 23, 2020

**To:** Board of Public Works and Safety  
**From:** Shannon Marks  
**Subject:** Conditional Offer of Employment to and Agreement with Catherine Jo Shrock

On behalf of the Police Department, it is recommended that the Board:

- (1) Extend a conditional offer of employment to Catherine Jo Shrock as a probationary patrol officer.
- (2) Approve and execute the Conditional Offer of Employment Agreement with Catherine Jo Shrock.

The agreement sets forth the conditions to be met prior to beginning employment with the City's Police Department as a probationary patrol officer. The Board will be requested to confirm the offer of employment when a position opening becomes available in the Police Department.

## **CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on November \_\_\_\_, 2020, between the **City of Goshen, Indiana**, by and through the Goshen Board of Public Works and Safety (City), and **Catherine Jo Shrock** (Shrock).

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

### **PREREQUISITES TO BEGINNING EMPLOYMENT**

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

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

- (5) City and Shrock understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund.

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

#### **AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS**

- (1) As a condition of employment, Shrock is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Shrock agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Shrock's first day of employment with City.
- (2) As a further condition of employment, City shall require and Shrock agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Shrock agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Shrock will be paid for the time Shrock spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) Except as provided in paragraph (5), if Shrock fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Shrock's first day of employment with City, Shrock's employment with City and the Goshen City Police Department will be terminated.
- (5) Due to the COVID-19 Public Health Emergency, Governor Holcomb issued Executive Order 20-03 to which, in part, extended an officer's ability to exercise police powers one (1) year provided the officer has completed the pre-basic course. Shrock must successfully complete the basic training requirements as soon as practical, but in no event later than two (2) years of Shrock's first day of employment with City. If Shrock is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements within two (2) years of Shrock's first day of employment with City, Shrock's employment with City and the Goshen City Police Department will be terminated for cause, specifically the incapacity to exercise police powers as described in Indiana Code § 5-2-1-9(d).

**AMENDMENT**

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

**SEVERABILITY**

If any provision, covenant, or portion of this agreement or its application to any person, entity or property is held to be invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this agreement.

**INTEGRATION**

This agreement supercedes all prior agreements and negotiations that relate to the subject matter and is a full integration of the agreement of the parties.

**INDIANA LAW**

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

**BINDING EFFECT**

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that this agreement may not be assigned without the written consent of the parties.

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

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

\_\_\_\_\_  
Catherine Jo Shrock

Date: November \_\_\_\_, 2020

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Michael A. Landis, Member

\_\_\_\_\_  
Mary Nichols, Member

Date: November \_\_\_\_, 2020



**Department of Community Development  
CITY OF GOSHEN**

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

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185  
communitydevelopment@goshencity.com • www.goshenindiana.org

## MEMORANDUM

**TO:** Goshen Board of Public Works & Safety

**FROM:** Becky Hutsell, Redevelopment Project Manager

**RE: REQUEST TO APPROVE EMERGENCY CONTRACT WITH ADVANCED EXCAVATING FOR WORK AT 1215 HICKORY STREET**

**DATE:** November 20, 2020

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The property located at 1215 Hickory Street was acquired by the City as a result of an unsafe building enforcement actions. The previous home was determined to be structurally unsound and demolished at the City's expense by City staff in 2015. The property was transferred to the Goshen Redevelopment Commission who issued a Request for Proposals to interested developers for the property.

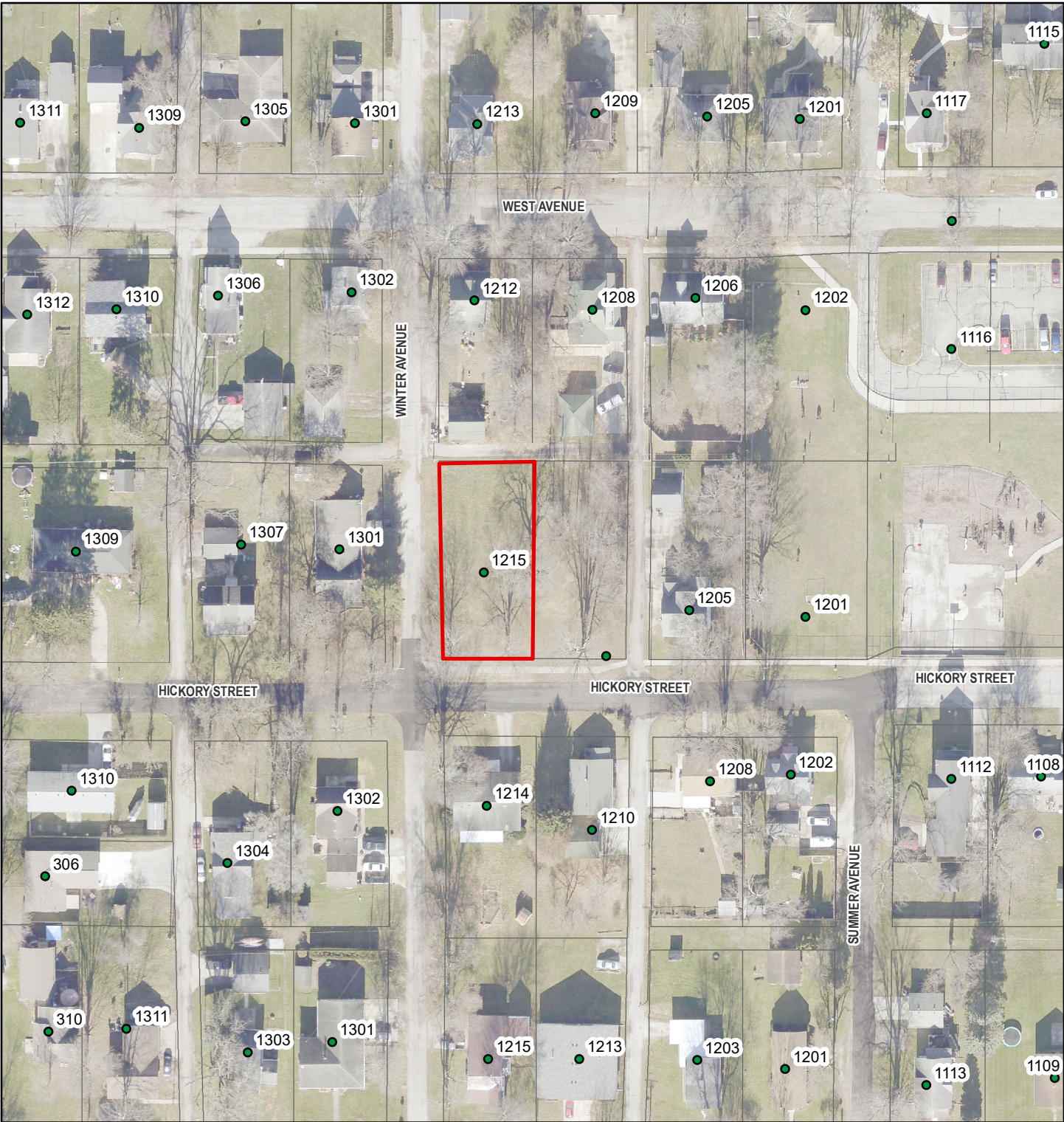
In June 2020, the Redevelopment Commission sold the lot to Habitat for Humanity of Elkhart County. They've spent the last several months working with the future homeowner for this property and mobilized to the site earlier this month to begin construction. At that time, it was discovered that the demolition debris from the home had been buried within the home's basement, which goes against the City's standard demolition specifications. Redevelopment staff was unaware that the demolition debris were buried on the site and had sold the lot as a "developable" property.

Habitat had to cease construction activities due to the unforeseen issues. In order to avoid any future litigation, the City is requesting permission from the Board of Public Works and Safety to declare the needed work as an emergency and to allow for the City to contract to have the debris excavated from the site, transported to the landfill and for suitable backfill to be imported to the site. Two quotes have been obtained as follows:

1. City of Goshen Special Ops - \$18,060.28
2. Advanced Excavating - \$10,616

We would like to proceed with a contract with Advanced Excavating and they've indicated that they will complete the work as soon as a contract is in place to allow for Habitat's project to continue moving forward. Legal Department is working to prepare the contract.

***Requested Motion: Approve Contract with Advanced Excavating for Excavation of Demolition Debris at 1215 Hickory Street***



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



Feet

0 25 50 100



1 inch = 100 feet

1215 Hickory St

2017  
Aerial Photo

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





**Department of Community Development  
CITY OF GOSHEN**

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communitydevelopment@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Becky Hutsell, Redevelopment Project Manager

RE: **REQUEST TO APPROVE AGREEMENT WITH EYEDART STUDIO, LLC TO COORDINATE GOSHEN ARTS COUNCIL, REDESIGN AND HOST WEBSITE AND CREATE VIDEOS**

DATE: November 20, 2020

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In June, a proposal was opened by the Board of Public Works and Safety from Eyedart Studio, LLC to provide coordination for the Goshen Arts Council, to redesign and host the Arts Council website and to create marketing videos. At that time, it was understood that they would be able to build upon the existing website and artist directory. Unfortunately, it became clear that the website would need to be redone on a more suitable platform to allow for long-term maintenance and build out. While working on the website, Eyedart completed all other tasks associated with the agreement in good faith while the full scope of website redesign was evaluated. To date, they have not yet submitted any invoices for the work completed over the past five (5) months.

An agreement is attached that encompasses the work completed to date and the remaining work that will be completed through the end of 2020. The compensation portion of the agreement is the same as what was submitted with their proposal in June with total of \$22,100.

***Requested Motion: Approve Agreement with Eyedart Studio, LLC to coordinate Goshen Arts Council, to redesign and host website and create promotional videos.***

# **AGREEMENT**

## **Coordinate Goshen Arts Council, Redesign and Host Website, and Create Videos**

THIS AGREEMENT is entered into on this \_\_\_\_ day of November, 2020, between Eyedart Studio, LLC, hereinafter referred to as “Consultant”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, the City desires to contract with Consultant, and Consultant agrees to coordinate the work of the Goshen Arts Council, redesign and host the Goshen Arts Council’s website, and create videos throughout the 2020 calendar year.

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

### **SCOPE OF SERVICES**

Consultant’s services under this Agreement consists of coordinating the work of the Goshen Arts Council, redesigning and hosting the Goshen Arts Council’s website, and creating videos throughout the 2020 calendar year as more specifically described in Exhibit A.

Consultant 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 services for the City.

### **TERM OF THE AGREEMENT**

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

Consultant’s services shall continue throughout the 2020 calendar year.

### **COMPENSATION**

The City agrees to compensate Consultant for the services in this agreement in consistent with Exhibit A in the amount of Twenty-Two Thousand One Hundred Dollars (\$22,100.00), broken down as follows:

- \$9,100 for August – December Marketing,
- \$9,000 for Website Re-design and Hosting, and
- \$4,000 for Video Creation.

Consultant 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 Consultant. Payment is deemed to be made on the date of mailing the check.

### **INDEPENDENT CONTRACTOR**

Consultant 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 Consultant.

### **NON-DISCRIMINATION**

Consultant agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Consultant agrees that Consultant or any subcontractors, or any

other person acting on behalf of Consultant 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**

Consultant 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 Consultant or any of their officers, agents, officials, and employees, during the performance of services under this Agreement with the City of Goshen. Such indemnity shall include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

## **FORCE MAJEURE**

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. 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 Consultant fails to provide the services or comply with the provisions of this Agreement and Consultant is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Consultant of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Consultant shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Consultant expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Consultant, Consultant is liable to reimburse the City for such costs.

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

Consultant may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Consultant of any obligation or duty owed under the provisions of this Agreement.
- (2) Consultant is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Consultant becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Consultant becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Consultant or any of Consultant's property.
- (6) Consultant is determined to be in violation of federal, state, or local laws or regulations and that such

determination renders Consultant unable to perform the work under the Agreement.

(7) The Agreement or any right, monies or claims are assigned by Consultant 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. Consultant 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 Consultant. In such event, the City may issue a written notice of default and provide a period of time in which Consultant shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may secure similar services in any manner deemed proper by the City, and Consultant 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 delegate any duty 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 delegate 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 services, completion of services and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the 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 Consultant:

Eyedart Studio, LLC  
Attention: Gina Leichty  
324 South Fifth Street  
Goshen IN 46526

## **APPLICABLE LAWS**

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

## **MISCELLANEOUS**

- A. Any provision of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.
- B. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- C. In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

## **EMPLOYMENT ELIGIBILITY VERIFICATION**

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

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

Consultant shall require their subcontractors, who perform work under this contract, to certify to Consultant that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate the contract if Consultant fails to cure a breach of this provision no later than thirty (30) days after being notified by the City of a breach.

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

## **CONTRACTING WITH RELATIVES**

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

## **SEVERABILITY**

In the event that any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement.

## **BINDING EFFECT**

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

**ENTIRE AGREEMENT**

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

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

**City of Goshen**

**Eyedart Studio, LLC**

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Gina Leichty, Co-Owner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Goshen Arts Council**

# GOSHEN ARTS COUNCIL 2020 v3

**Prepared for:** Mayor Jeremy Stutsman, City of Goshen  
Mark Brinson, Director of Community Development  
Becky Hutsell, Redevelopment Project Manager  
Sharon Hernandez, Communications Manager

**Prepared by:** Gina Leichty, Partner, Eyedart Creative Studio

**Presented on:** October 30, 2020

**Effective date:** June 1 – December 31, 2020



**CONFIDENTIAL:** This proposal contains proprietary and confidential information of Eyedart Creative Studio and shall not be used, disclosed, or reproduced, in whole or in part, for any purpose other than to evaluate this proposal without the prior written consent of Eyedart. Information in this proposal is strictly confidential and is supplied to understand that it will be held confidentially and not disclosed to third parties without the prior written consent of Eyedart Creative Studio.

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## Background

In 2016, Mayor Jeremy Stutsman founded the Goshen Arts Council. The purpose of the organization is to provide a collective voice for Goshen area artists. The Mayor recognized the arts as a driving economic force in Goshen.

## Challenge

One of the most significant challenges in building an art economy is supplying start-up entrepreneurial wisdom and widened exposure to artists seeking to develop a sustainable profession. The Council and director of the 2-year initiative have concluded their terms of office. The City continues to see value in what this Council began and would like to carry it forward in an efficient, cost-effective manner.

## Solution

In 2020, Eyedart Creative Studio proposes working with the City to continue the Arts Council's work. Eyedart will launch a seven-month campaign (June–December 2020) to support and promote the Goshen Arts Council's work.

## Goal

This initiative aims to deliver entrepreneurial resources and a collaborative art network that highlights artists, supporting businesses, retail venues, and arts events.

## IMPLEMENTATION

The campaign will use a combination of video, interviews and story-telling, social media, email marketing, digital advertising, public relations, and website updates.

### Email Marketing

Eyedart will send a monthly email to Goshen area artists, invite them to participate in the monthly meet-ups, identify any available community or state arts resources, and highlight local arts initiatives.

### Facilitate Monthly Video Meeting with Area Artists

Eyedart will convene a monthly video call with area artists. The purpose of this meeting will be to build a more robust network of artist collaborators. Eyedart will provide information and resources for the artists and invite creative professionals to update their professional work.



## **Facilitate Quarterly Meetings with Advisory Taskforce**

Eyedart will convene a quarterly meeting with the Mayor's designated Advisory Taskforce. We'll connect with the taskforce each month to report on Arts Council engagement and develop a plan for the month ahead.

## **Artist Stories**

Each week, the Goshen Arts Council will feature Goshen creatives and reflect that person's perspective about the community. We will interview people over a year and share their testimonials and photos on the Goshen Arts Council website and social media channels. We will highlight creatives from multiple disciplines:

1. Art Management
2. Ceramics
3. Dance
4. Drawing
5. Education
6. Literature
7. Metalwork
8. Music
9. Orchestra
10. Painting
11. Photography
12. Printmaking
13. Sculpture
14. Singing
15. Theater
16. Venue
17. Videography
18. Woodworking

## **Regional Events Calendars**

Eyedart will work with artists to ensure that their promotions, sales, and events are posted on regional event calendars, including the Good of Goshen.

## **Goshen's Creative Community Promotional Videos**

Eyedart will create two highlight videos about the creative resources in the community. We will give an overview of the resources available to those living or working in Goshen.

## **Goshen Arts Council Website**

Eyedart will create a functional website based on the design concept developed by the Mayor's Arts Council in 2018. The site components will include:

1. Home page
2. Artist and Arts Organization Directory with login for artists to edit their information
3. Blog pages featuring artist stories
4. Content management system

Eyedart will update the existing database on the Goshen Arts Council website. We will facilitate outreach to area artists as they are identified and invite them to submit updates to the site.

## Social Media Management

Eyedart will manage the G.A.C. social media channels (Facebook, Instagram, YouTube, Google Business, Google Ads, etc.)

### Deliverables

<b>Annual Initiatives</b>				
<b>Web Design</b>	Redesign the Arts Council website and complete artist content updates throughout the year. <a href="https://goshenartscouncil.org/">https://goshenartscouncil.org/</a>	100	\$85	\$8,500
<b>Web Hosting</b>	Annual Site hosting, domain registration, security certificate	1	\$500	\$500
<b>Videos (2)</b>	Create two compelling videos highlighting arts spaces, resources, and thought leaders in Goshen	2	2,000	\$4000
<b>Monthly Arts Council Support</b>				
<b>Creative Strategy</b>	Marketing and communications strategy and reporting	4	\$85	\$340
<b>Monthly Social Media Management</b>	Sprout Social Account Access \$10 per platform per month. (currently five accounts)	4	\$10	\$40
	Social Account Management and Content Development, Writing, Scheduling	10	\$50	\$500
	Monitoring, Response, and Engagement	5	\$ 50	\$250
<b>Monthly Email Marketing</b>	Account management: Importing contacts, verification, validation, removal of compromising addresses, monitoring, and management of list performance.	2	\$ 50	\$100
	Content Writing, Scheduling, Distribution of bi-monthly email. Does not include fees for email service (Constant Contact or otherwise)	4	\$ 50	\$200
	MailChimp Account	1	\$50	\$50
<b>Monthly Graphic Design Services</b>	May include any of the following: header images, post images for social media, email marketing headers and images, as needed	2	\$85	\$170
<b>Digital Advertising</b>	Ad strategy, purchasing, and management	2	\$85	\$170
<b>Monthly Marketing Fee</b>				<b>\$1820</b>

### Bottom Line

August - December Marketing:	\$9,100
Website + Hosting	\$9,000

Videos	\$4,000
	\$22,100

**EYEDART CREATIVE STUDIO AND THE CITY OF GOSHEN  
MEMORANDUM OF AGREEMENT**

June 1 - December 31, 2020



**Signature Page**

IN WITNESS WHEREOF, the duly authorized representatives of each organization have executed this agreement.

**FEE FOR SERVICES**

The City of Goshen agrees to pay for services, as outlined above. Please sign this agreement and return one copy immediately to [gina@eyedart.com](mailto:gina@eyedart.com)

**EYEDART CREATIVE STUDIO**

*Gina M. Leichty*

**Gina Leichty**

Owner, Eyedart Creative Studio

324 South Fifth St. Goshen, Indiana 46528 | [gina@eyedart.com](mailto:gina@eyedart.com) | Mobile: (574) 312-5677

October 30, 2020

**City of Goshen**

-----  
**Mayor Jeremy Stutsman**

City of Goshen

202 South Fifth Street Goshen, IN 46528

mayor@goshencity.com



**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](mailto:clerktreasurer@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

22 November 2020

**To:** Board of Public Works & Safety

**From:** Adam Scharf, City Clerk-Treasurer

**Re:** Agreements with : Lake City Bank for Depository Accounts  
BakerTilly Investment Services for Investment Advisory Services

The City's cash balances for both Civil City and Utilities are currently earning very low interest rates, which is reflective of the broader low interest rate environment. Interra Credit Union continues to offer competitive rates and excellent service; we have no plans to change our primary financial institution.

However, in consultation with the City's financial advisor our office and Goshen Utilities have been exploring options for increasing both the diversification and rate of return on a portion of the City's funds. We have identified a liquid depository managed fund offered by a local bank. It is currently offering slightly higher rates than our savings/checking accounts, inclusive of costs and fees.

Banks, in contrast to credit unions, have access to certain "backups and injections" provided by the U.S. Treasury into our country's financial system. Such safeguards are one hedge against risk, the need for which is particularly acute as we face both present civil tensions related to President Trump's refusal to accept the outcome of the presidential portion of the 2020 national elections, along with impending negative economic impacts from the COVID-10 pandemic in the near- and medium-term.

The depository fund allows for the option of facilitating strategic investments in relatively secure vehicles such as certificates of deposit (CD's) and bonds as the opportunity to do so may arise. BakerTilly will advise and facilitate any such transactions.

The annual fee for each of the two Lake City Bank depository accounts is \$500.

BakerTilly's fee is 8 basis points (0.08%) of the total principal balance.

**Requested Motion:**

1. Approve and authorize the Clerk-Treasurer to sign the Depository Agreements with Lake City Bank on behalf of the City of Goshen and the City of Goshen Water & Sewer Utility.
2. Approve and authorize the Clerk-Treasurer to sign the Agreement for Investment Advisory Services with BakerTilly Investment Services, LLC.

## **DEPOSITORY AGREEMENT**

This Depository Agreement (the “Agreement”) is dated as of this \_\_\_\_ day of August, 2020 by and between the City of Goshen (the “City”) and Lake City Bank (the “Depository”).

### **WITNESSETH:**

WHEREAS, the Depository is an approved depository as recognized by the Indiana Board for Depositories; and

WHEREAS, the City wishes to deposit certain proceeds with the Depository; and

WHEREAS, the Depository has agreed to act as custodian and to hold and distribute the amount deposited hereunder subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Definitions. Any accounting terms not otherwise defined herein shall have the meanings assigned to them in accordance with generally accepted accounting principles. Headings of articles and sections herein are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

#### 1. City of Goshen Depository Account

(a) The City hereby establishes and creates with the Depository the City of Goshen Depository Account (the “Depository Account”). The City will deposit funds into the Depository Account on or after the date of this Agreement.

(b) Moneys on deposit in the Depository Account shall be disbursed by the Depository upon receipt of a written request, substantially in the form of Exhibit A, executed by an authorized official of the City listed on Exhibit B.

#### 2. Investments

(a) The Depository agrees to invest and reinvest funds in the Depository Account, but only upon written instructions signed by an authorized representative of the City and as authorized under Indiana Public Funds Law at the time of purchase.

(b) The parties recognize and agree that the Depository will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Depository Account or the purchase, sale, retention or other disposition of any permitted investment.

(c) Interest and other earnings on permitted investments shall be added to the Depository Account. Any loss or expense incurred as a result of an investment will be borne by the Depository Account. In the event that the Depository does not receive written direction to invest funds held in the Depository Account, the Depository shall invest such funds in a qualified AAA rated government money market fund or a successor or similar fund offered by the Depository.

The Depository may from time to time invest in money market funds on which it receives marketing or distribution fees from the fund. Any fee paid to the Depository is required to be outlined in the appropriate prospectus of such fund, and such prospectus will be provided upon request. Depository shall not be required to make disclosure of the amount of any such compensation on any transaction in which the marketing or distribution fee is paid in accordance with the prospectus.

(d) The Depository is hereby authorized to execute purchases and sales of permitted investments through the facilities of its own trading or capital markets operations or those of any affiliated entity. The Depository shall send statements to each of the parties hereto on a monthly basis reflecting activity in the Fund for the preceding month. Although the City recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the City hereby agrees that confirmations of permitted investments are not required to be issued by the Depository for each month in which a monthly statement is rendered. No statement need be rendered for the Depository Account if no activity occurred for such month and no funds or assets are held in the Depository Account.

(e) The City acknowledges and agrees that the delivery of the custodial property is subject to the sale and final settlement of permitted investments. Proceeds of a sale of permitted investments will be delivered on the business day on which the appropriate instructions are delivered to the Depository if received prior to the deadline for same day sale of such permitted investments. If such instructions are received after the applicable deadline, proceeds will be delivered on the next succeeding business day.

(f) The City acknowledges that it has received, upon its request, and reviewed the prospectus of the money market fund referred to in paragraph (c) above and has determined that the fund is an appropriate investment for the Depository Account.

### 3. Duties of Depository.

(a) The Depository shall maintain adequate records pertaining to the Fund, and all transfers thereto, deposits therein, disbursements and transfers there from and earnings thereon. With respect to each investment, the Depository shall maintain a record of the purchase price, purchase date, type of security, accrued interest paid, interest rate, principal amount, date of maturity, interest payment date, date of liquidation and amount received upon liquidation. The Depository shall retain such records for at least six years following the payment and disbursement of the Funds.

(b) The Depository shall submit to the City, as requested by the City, but no more often than monthly, a statement itemizing all moneys received by it and all payments made by it hereunder during the prior month, and also listing the assets on deposit in each fund at the end of such period. The Depository shall also provide an annual statement and statements for any time period as may from time to time be requested by the City.

(c) It is agreed that the duties of the Depository are only such as are herein specifically provided and are purely ministerial in nature and that the Depository shall incur no liability except for its own negligence or willful misconduct or where it has acted in bad faith.

(d) If the Depository is subjected to conflicting demands with respect to funds or property deposited hereunder, the Depository shall not be permitted or required to resolve such controversy or conflicting demands or take action, including the issuance of disbursements, but shall await resolution by written instructions form from the City or by final non-appealable court order.

(e) The Depository may rely upon any direction, certificate, statement or other document believed by it in good faith to be genuine and to have been signed or presented by the proper person or persons.

4. Information Release to Baker Tilly Investment Services, LLC

The City hereby directs the Depository to provide Baker Tilly Investment Services, LLC (“BTIS”) with statements of the Fund, which may include on-line access. It is agreed and understood that BTIS is acting in an investment advisory capacity to the City and providing information regarding the Depository Account is critical in the performance of BTIS’s duties. The permission granted above shall remain in effect until such time as the City revokes such access in writing to the Depository.

5. Notices. All notices, requests, demands and other communications hereunder shall be in writing and be given in person, by facsimile transmission, courier delivery service or by mail, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by facsimile or by courier deliver service, or (c) four business days after being deposited in the mail, with proper postage for first class, registered, certified mail, return receipt requested, prepaid.

To the City:                      Mr. Adam Scharf, Clerk-Treasurer  
   City of Goshen  
   202 South 5<sup>th</sup> Street, Suite 2  
   Goshen, IN 46528  
   Phone: (574) 533-8625  
   [clerktreasurer@goshencity.com](mailto:clerktreasurer@goshencity.com)

To the Depository: Ms. Reneta Thurairatnam  
Lake City Bank  
6851 W. Jefferson Blvd.  
Fort Wayne, IN 46804  
Phone: 260-399-2485  
Fax: 260-422-5131  
[Reneta.Thurairatnam@lakecitybank.com](mailto:Reneta.Thurairatnam@lakecitybank.com)

Such addresses for notice may be changed upon written notice given in the manner described in this paragraph.

6. Amendments to Agreement. This Agreement may be amended, modified or supplemented and any provision of this Agreement may be waived if such amendment, modification, supplement or waiver is in writing and signed by the City and the Depository.

7. Resignation and Removal of Depository. The Depository may terminate this Agreement and resign and be discharged from further duties at any time upon seven (7) calendar days' prior written notice to the City. The City may remove the Depository at any time upon seven (7) calendar days' prior written notice to the Depository. At such time as the Depository resigns or is removed as Depository hereunder, all property held hereunder shall be distributed to the City at the direction of an authorized representative.

8. Fees. The Depository will charge a fee of \$500 annually for its customary services rendered in acting as the Depository. The City agrees to compensate the Depository for any extraordinary expenses incurred by the Depository.

9. Termination of Agreement. This Agreement shall terminate upon written direction of the City, at which time the property then held hereunder shall be distributed to the City, at the written direction of an authorized officer.

10. Controlling Law. This Agreement shall be construed, enforced and administered in accordance with the laws of the State of Indiana, without regard to its conflict of laws principle.



IN WITNESS WHEREOF, the parties have executed this Depository Agreement as of the day and year first written above.

LAKE CITY BANK

By: \_\_\_\_\_

Name: Reneta Thurairatnam

Its: Vice President

CITY OF GOSHEN

By: \_\_\_\_\_

Name: Adam Scharf

Its: Clerk-Treasurer

**EXHIBIT A**

**FORM OF WITHDRAWAL/DEPOSIT REQUEST**

**DEPOSITORY AGREEMENT**

**Lake City Bank**

**Account # \_\_\_\_\_**

**Depository Account**

Date: \_\_\_\_\_

Withdrawal

or

Deposit

Amount of Request: \$ \_\_\_\_\_

Date Funds needed \*: \_\_\_\_\_

Bank Wire Information:

Bank Name: \_\_\_\_\_

ABA: \_\_\_\_\_

Account #: \_\_\_\_\_

Account Name: \_\_\_\_\_

F/F/C: \_\_\_\_\_

\*Request should be received by us prior to 11:00 a.m. Eastern Time. It is highly recommended that you contact me via phone or email to let me know to expect your request.

---

Fax request to: Lake City Bank  
Attn: Reneta Thurairatnam  
Fax (260) 399-2485  
Phone (260) 422-5131  
[Reneta.Thurairatnam@lakecitybank.com](mailto:Reneta.Thurairatnam@lakecitybank.com)

\_\_\_\_\_  
Authorized Official

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**

**AUTHORIZED OFFICIALS FOR THE  
CITY OF GOSHEN**

**CERTIFICATE OF INCUMBENCY**

The undersigned, the Controller of the City of Goshen, hereby certifies that the following named individuals are duly appointed, qualified and acting in the capacity set forth opposite his/her name, and the following signatures are the true and genuine signatures of said individuals.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Adam Scharf	Clerk-Treasurer	_____
_____	_____	_____
_____	_____	_____

Further, such individuals are hereby designated as Authorized Officials of the City of Goshen and as such are authorized to furnish Lake City Bank with directions relating to any matter concerning the Depository Agreement, the funds and/or the property held pursuant thereto.

Dated: August \_\_\_, 2020

CITY OF GOSHEN

By: \_\_\_\_\_

Name: Adam Scharf

Its: Clerk-Treasurer

## **DEPOSITORY AGREEMENT**

This Depository Agreement (the “Agreement”) is dated as of this \_\_\_\_ day of October, 2020 by and between the City of Goshen Water & Sewer Utilities (the “Client”) and Lake City Bank (the “Depository”).

### **WITNESSETH:**

WHEREAS, the Depository is an approved depository as recognized by the Indiana Board for Depositories; and

WHEREAS, the Client wishes to deposit certain proceeds with the Depository; and

WHEREAS, the Depository has agreed to act as custodian and to hold and distribute the amount deposited hereunder subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Definitions. Any accounting terms not otherwise defined herein shall have the meanings assigned to them in accordance with generally accepted accounting principles. Headings of articles and sections herein are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

#### 1. City of Goshen Water & Sewer Utilities Depository Account

(a) The Client hereby establishes and creates with the Depository the City of Goshen Water & Sewer Utilities Depository Account (the “Depository Account”). The Client will deposit funds into the Depository Account on or after the date of this Agreement.

(b) Moneys on deposit in the Depository Account shall be disbursed by the Depository upon receipt of a written request, substantially in the form of Exhibit A, executed by an authorized official of the Client listed on Exhibit B.

#### 2. Investments

(a) The Depository agrees to invest and reinvest funds in the Depository Account, but only upon written instructions signed by an authorized representative of the Client and as authorized under Indiana Public Funds Law at the time of purchase.

(b) The parties recognize and agree that the Depository will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Depository Account or the purchase, sale, retention or other disposition of any permitted investment.

(c) Interest and other earnings on permitted investments shall be added to the Depository Account. Any loss or expense incurred as a result of an investment will be borne by the Depository Account. In the event that the Depository does not receive written direction to invest funds held in the Depository Account, the Depository shall invest such funds in a qualified AAA rated government money market fund or a successor or similar fund offered by the Depository.

The Depository may from time to time invest in money market funds on which it receives marketing or distribution fees from the fund. Any fee paid to the Depository is required to be outlined in the appropriate prospectus of such fund, and such prospectus will be provided upon request. Depository shall not be required to make disclosure of the amount of any such compensation on any transaction in which the marketing or distribution fee is paid in accordance with the prospectus.

(d) The Depository is hereby authorized to execute purchases and sales of permitted investments through the facilities of its own trading or capital markets operations or those of any affiliated entity. The Depository shall send statements to each of the parties hereto on a monthly basis reflecting activity in the Fund for the preceding month. Although the Client recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Client hereby agrees that confirmations of permitted investments are not required to be issued by the Depository for each month in which a monthly statement is rendered. No statement need be rendered for the Depository Account if no activity occurred for such month and no funds or assets are held in the Depository Account.

(e) The Client acknowledges and agrees that the delivery of the custodial property is subject to the sale and final settlement of permitted investments. Proceeds of a sale of permitted investments will be delivered on the business day on which the appropriate instructions are delivered to the Depository if received prior to the deadline for same day sale of such permitted investments. If such instructions are received after the applicable deadline, proceeds will be delivered on the next succeeding business day.

(f) The Client acknowledges that it has received, upon its request, and reviewed the prospectus of the money market fund referred to in paragraph (c) above and has determined that the fund is an appropriate investment for the Depository Account.

### 3. Duties of Depository.

(a) The Depository shall maintain adequate records pertaining to the Fund, and all transfers thereto, deposits therein, disbursements and transfers there from and earnings thereon. With respect to each investment, the Depository shall maintain a record of the purchase price, purchase date, type of security, accrued interest paid, interest rate, principal amount, date of maturity, interest payment date, date of liquidation and amount received upon liquidation. The Depository shall retain such records for at least six years following the payment and disbursement of the Funds.

(b) The Depository shall submit to the Client, as requested by the Client, but no more often than monthly, a statement itemizing all moneys received by it and all payments made by it hereunder during the prior month, and also listing the assets on deposit in each fund at the end of such period. The Depository shall also provide an annual statement and statements for any time period as may from time to time be requested by the Client.

(c) It is agreed that the duties of the Depository are only such as are herein specifically provided and are purely ministerial in nature and that the Depository shall incur no liability except for its own negligence or willful misconduct or where it has acted in bad faith.

(d) If the Depository is subjected to conflicting demands with respect to funds or property deposited hereunder, the Depository shall not be permitted or required to resolve such controversy or conflicting demands or take action, including the issuance of disbursements, but shall await resolution by written instructions from the Client or by final non-appealable court order.

(e) The Depository may rely upon any direction, certificate, statement or other document believed by it in good faith to be genuine and to have been signed or presented by the proper person or persons.

4. Information Release to Baker Tilly Investment Services, LLC

The Client hereby directs the Depository to provide Baker Tilly Investment Services, LLC (“BTIS”) with statements of the Fund, which may include on-line access. It is agreed and understood that BTIS is acting in an investment advisory capacity to the Client and providing information regarding the Depository Account is critical in the performance of BTIS’s duties. The permission granted above shall remain in effect until such time as the Client revokes such access in writing to the Depository.

5. Notices. All notices, requests, demands and other communications hereunder shall be in writing and be given in person, by facsimile transmission, courier delivery service or by mail, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by facsimile or by courier deliver service, or (c) four business days after being deposited in the mail, with proper postage for first class, registered, certified mail, return receipt requested, prepaid.

To the Client: Ms. Kelly Saenz, Manager  
City of Goshen Water & Sewer Utilities  
203 South 5<sup>th</sup> Street  
Goshen, IN 46528  
Phone: (574) 533-9399  
[kellysaenz@goshencity.com](mailto:kellysaenz@goshencity.com)

To the Depository: Ms. Reneta Thurairatnam  
Lake City Bank  
6851 W. Jefferson Blvd.  
Fort Wayne, IN 46804  
Phone: 260-399-2485  
Fax: 260-422-5131  
[Reneta.Thurairatnam@lakecitybank.com](mailto:Reneta.Thurairatnam@lakecitybank.com)

Such addresses for notice may be changed upon written notice given in the manner described in this paragraph.

6. Amendments to Agreement. This Agreement may be amended, modified or supplemented and any provision of this Agreement may be waived if such amendment, modification, supplement or waiver is in writing and signed by the Client and the Depository.

7. Resignation and Removal of Depository. The Depository may terminate this Agreement and resign and be discharged from further duties at any time upon seven (7) calendar days' prior written notice to the Client. The Client may remove the Depository at any time upon seven (7) calendar days' prior written notice to the Depository. At such time as the Depository resigns or is removed as Depository hereunder, all property held hereunder shall be distributed to the Client at the direction of an authorized representative.

8. Fees. The Depository will charge a fee of \$500 annually for its customary services rendered in acting as the Depository. The Client agrees to compensate the Depository for any extraordinary expenses incurred by the Depository.

9. Termination of Agreement. This Agreement shall terminate upon written direction of the Client, at which time the property then held hereunder shall be distributed to the Client, at the written direction of an authorized officer.

10. Controlling Law. This Agreement shall be construed, enforced and administered in accordance with the laws of the State of Indiana, without regard to its conflict of laws principle.

IN WITNESS WHEREOF, the parties have executed this Depository Agreement as of the day and year first written above.

LAKE CITY BANK

By: \_\_\_\_\_

Name: Reneta Thurairatnam

Its: Vice President

CITY OF GOSHEN

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_



**EXHIBIT A**

**FORM OF WITHDRAWAL/DEPOSIT REQUEST**

**DEPOSITORY AGREEMENT**

**Lake City Bank**

**Account # \_\_\_\_\_**

**Depository Account**

Date: \_\_\_\_\_

Withdrawal

or

Deposit

Amount of Request: \$ \_\_\_\_\_

Date Funds needed \*: \_\_\_\_\_

Bank Wire Information:

Bank Name: \_\_\_\_\_

ABA: \_\_\_\_\_

Account #: \_\_\_\_\_

Account Name: \_\_\_\_\_

F/F/C: \_\_\_\_\_

\*Request should be received by us prior to 11:00 a.m. Eastern Time. It is highly recommended that you contact me via phone or email to let me know to expect your request.

---

Fax request to: Lake City Bank  
Attn: Reneta Thurairatnam  
Fax (260) 399-2485  
Phone (260) 422-5131  
[Reneta.Thurairatnam@lakecitybank.com](mailto:Reneta.Thurairatnam@lakecitybank.com)

\_\_\_\_\_  
Authorized Official

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**

**AUTHORIZED OFFICIALS FOR THE  
CITY OF GOSHEN  
WATER & SEWER UTILITIES**

**CERTIFICATE OF INCUMBENCY**

The undersigned, the Clerk-Treasurer of the City of Goshen, hereby certifies that the following named individuals are duly appointed, qualified and acting in the capacity set forth opposite his/her name, and the following signatures are the true and genuine signatures of said individuals.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Kelly Saenz	Manager	_____
Adam Scharf	Clerk-Treasurer	_____
_____	_____	_____

Further, such individuals are hereby designated as Authorized Officials of the City of Goshen Water & Sewer Utilities and as such are authorized to furnish Lake City Bank with directions relating to any matter concerning the Depository Agreement, the funds and/or the property held pursuant thereto.

Dated: October \_\_, 2020

CITY OF GOSHEN

By: \_\_\_\_\_

Name: Adam Scharf

Its: Clerk-Treasurer

Baker Tilly Investment Services, LLC  
8365 Keystone Crossing, Suite 300  
Indianapolis, IN 46240  
United States of America

Tel: +1 (317) 465-1500  
Fax: +1 (317) 465-1550  
[www.bakertilly.com](http://www.bakertilly.com)

November 16, 2020

Mr. Adam Scharf, Clerk-Treasurer  
City of Goshen  
202 S 5th St. Suite 2  
Goshen, IN 46528-3714

RE: Agreement for Investment Advisory Services

Dear Mr. Scharf:

This Engagement Letter (the "Agreement") confirms our mutual understanding regarding the retention of Baker Tilly Investment Services, LLC (referred to as "BTIS" or "Adviser"), a registered investment adviser with the U.S. Securities & Exchange Commission (the "SEC") under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), by the City of Goshen (the "Client") as their investment adviser to perform the services hereinafter described in Exhibit A attached hereto (the "Services"), pursuant to the limitations and conditions set forth in the Agreement or by law, and Adviser accepts such appointment.

It is understood that BTIS will serve in an advisory capacity with the Client. Client acknowledges and agrees that Adviser shall not have discretionary authority with respect to the funds under advisement (the "Funds"), and Client shall receive no other services from Adviser, except those specifically set forth herein or in Exhibit A. 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.

The Client shall also be responsible for maintaining or contracting with a custodian or other third party to maintain custody of all fund assets and for authorizing the execution of any buy/sell transactions with a broker/dealer or bank. Adviser shall not be responsible for the provision of any custody as that term is defined in Advisers Act Rule 206(4)-2 or for settlement services in respect of the assets or documents of title or certificates evidencing title relating thereto. Client agrees that, to the fullest extent permitted under applicable law, Adviser shall not be responsible for the actions or omissions of the custodian and Adviser shall have no liability to Client or any other party for any loss or other harm to any Funds due to the actions, omissions or insolvency of the custodian. Client further agrees that, to the fullest extent permitted under applicable law, Adviser shall not be responsible or liable to Client or any other party for the actions or omissions of any person to whom Client grants any power of attorney or any other power or authorization with respect to the Funds, including, without limitation, the authority or ability to view account records, statements or transactions, and the authority or ability to access or conduct transactions. Adviser shall have no liability or responsibility to Client for any charges by the custodian.

Adviser shall charge Client a fixed fee as further described in Exhibit A (the "Advisory Fee"). The Advisory Fees is due and payable on receipt of the invoice and we reserve the right to charge 1% interest per month for outstanding unpaid balances over forty five (45) days from the date of billing. Once our Services have 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.

Client represents, warrants and agrees as follows:

(a) Client has all requisite power and authority to execute this Agreement, and Client represents, warrants and agrees that there are no encumbrances on the Funds. Client agrees to immediately notify Adviser, in writing, in the event that either of these representations should change.

(b) Client agrees to provide Adviser with information and/or documentation requested by Adviser in furtherance of this Agreement as pertains to Client's objectives, needs and goals, and to keep Adviser informed of any changes regarding the same. Client acknowledges and agrees that Adviser cannot adequately perform its services hereunder unless Client diligently performs his responsibilities under this Agreement. Adviser shall not be required to verify any information obtained from Client, or Client's attorney, accountant or other professionals, and is expressly authorized to rely thereon.

(c) Client acknowledges that Adviser does not guarantee the future performance of the Funds, the success of any investment recommendations or strategy that Adviser may take or recommend for the Funds, or the success of Adviser's recommendations. Client understands that investment recommendations for the Funds by Adviser are subject to various markets, currency, economic, political and business risks, and that those investment decisions will not always be profitable or avoid loss.

(d) Client authorizes Adviser to respond to inquiries from, and communicate and share information regarding Client and the Funds with, attorneys, accountants, broker-dealers, other advisers, and other service providers or agents of such persons, Adviser or Client to the extent deemed by Adviser to be necessary or appropriate in connection with Adviser's services under this Agreement to the fullest extent permitted by law.

(e) Client acknowledges receipt of BTIS' Privacy Notice. Client acknowledges and agrees that Adviser may disclose nonpublic personal information of Client to Adviser's accountants attorneys, and other service providers as otherwise permitted by law; provided that Adviser (1) takes steps to ensure that the service providers abide by the confidentiality provisions of this Agreement and (2) remains responsible for any breaches of the confidentiality provisions by the service providers.

(f) The representations, warranties and agreements made in this Section will be deemed continuing and if at any time any of the representations, warranties or agreements become untrue, inaccurate or misleading, Client will promptly notify Adviser in writing.

(g) 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. Client shall provide Adviser with a list of the names, and titles of authorized persons with the skill, knowledge and experience to oversee Adviser's services under this Agreement (the "*Representatives*"). Adviser shall be permitted to rely upon instructions from a Representative with respect to disposition of the Funds, unless and until such reliance is revoked by Client in writing to Adviser. The current Representatives are attached as Exhibit B, if applicable. Any such revocation shall be effective only upon receipt of such written revocation by Adviser. Adviser shall not be responsible for any claims or damages resulting from or arising out of such reliance or from any change in the status of the relationship between the Client and a Representative.

(h) Client acknowledges receipt of BTIS' Part 2 of Form ADV at the same time as or before entering in to this Agreement.

In performing our engagement, we will be relying on the accuracy and reliability of information provided by Client. 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. 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 Representatives. Accordingly, false representations could cause material errors to go undetected. The work performed by BTIS shall not include an audit or review of the records or the expression of an opinion on financial data.

The term of this Agreement shall commence as of the signing of this Agreement (the "Effective Date"), and shall continue until terminated in accordance with the terms herein. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. Termination of this Agreement will not affect: (i) the validity of any action previously taken by Adviser under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) Client's obligation to pay Advisory Fees (prorated through the date of termination). Upon the termination of this Agreement, Adviser will have no obligation to recommend or take any action with regard to the Funds.

This Agreement may not be assigned (within the meaning of the Advisers Act) by either Client or Adviser without the consent of the other party, in the form required under applicable law, except that no consent shall be required regarding Adviser's assignment of this Agreement, in whole or in part, to any of its affiliates to the fullest extent permitted under the Advisers Act. Client acknowledges and agrees that transactions involving BTIS that do not result in a change of actual control of BTIS shall not be considered an assignment hereunder.

Adviser and its officers, employees, affiliates and agents may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as Adviser does for Funds. Client acknowledges and agrees that Adviser shall be free to render investment advice to others and that Adviser does not make its investment adviser services available exclusively to Client. Nothing in this Agreement shall impose upon Adviser any obligation to purchase or sell, or to recommend for purchase or sale, any investment which Adviser or its officers, employees, affiliates or agents may purchase or sell for their own accounts or for the account of any other client.

In the event of any controversy, dispute or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree that they shall first attempt in good faith to resolve the matter in dispute through discussion and negotiation for a period of thirty (30) days after written notification of the controversy, dispute or claim hereunder is provided to either party. If no successful resolution of the controversy, dispute or claim has been mutually agreed upon by the parties at the completion of this period, then the parties agree that, to the extent allowed by law, the controversy, dispute or claim shall be settled by arbitration administered by the Indiana Rules of Alternative Dispute Resolution. In the case of arbitration or other action hearing location or venue for said arbitration or other action shall be the state of Indiana. Each party will bear its own costs, including attorneys fees, in the arbitration and will split equally the cost of the arbitrators. The arbitration shall thereafter be conducted by arbitrator(s) chose pursuant to the Indiana Rules of Alternative Dispute Resolution. This binding arbitration clause shall not constitute a waiver or limitation of Client's rights under the Advisers Act.

Adviser and Client understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both Adviser and Client are waiving their respective rights to seek remedies in court, including the right to a jury trial. Client acknowledges that Client has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this Agreement. Notwithstanding the foregoing provisions in this Section, Client acknowledges and agrees that in the specific event of non-payment of any portion of Advisory Fees, Adviser, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it, and shall be entitled to reimbursement of reasonable attorneys fees and other costs of collection. This Section shall survive the termination of this Agreement.

The parties hereto agree that any information pertaining to the business of the other party including the terms of this Agreement (the "Confidential Information") shall be kept confidential and shall not be voluntarily disclosed to any other person, except: (i) if such information is already publicly available; (ii) as may be required solely for the purpose of carrying out a party's duties and responsibilities under this Agreement; (iii) as required by order or demand of a court or other governmental or regulatory body or as otherwise required by law; (iv) as may be required to be disclosed by Adviser to attorneys, accountants, broker-dealers, investment advisers, the custodian and other service providers to the extent necessary or appropriate in furtherance of Adviser's services under this Agreement as determined by Adviser and to the extent permitted by law; or (v) with the prior written consent of the other party. This Section shall survive the termination of this Agreement.

Each party agrees that any use of disclosure of Confidential Information, shall comply with all privacy and security requirements of the federal Gramm-Leach-Bliley Act and other applicable federal, state, and local privacy laws, regulations and ordinances.

If either party becomes aware of any actual or suspected or unauthorized access to Confidential Information and/or nonpublic personal information (an "Incident"), that party will take appropriate actions to contain and mitigate the Incident, including notification to the other party as soon as possible of the Incident (subject to any delay requested by an appropriate law enforcement agency), to enable to the other party to expeditiously implement its response program. Upon request of a party, the other party will cooperate with it to investigate the nature and scope of any Incident and to take appropriate actions to mitigate, remediate and otherwise respond to the Incident or associated risks.

To the extent not inconsistent with applicable law, this Agreement shall be interpreted, construed, governed and enforced in accordance with the laws of the State of Indiana. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If, however, any provision of this Agreement is held under applicable law to be invalid, illegal, or unenforceable in any respect, such provision shall be ineffective only to the extent of such invalidity, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.

This Agreement, together with the Exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior oral or written agreements of the parties with respect to the subject matter of this Agreement. No amendment of this Agreement shall be valid unless the terms and conditions of such amendment are in writing and signed by both parties.

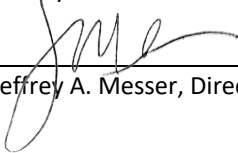
This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be executed and delivered by electronic or facsimile transmission with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another, and signatures on an electronic or facsimile copy hereof shall be deemed authorized original signatures.

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.

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

Very truly yours,

Baker Tilly Investment Services, LLC

By:  \_\_\_\_\_  
Jeffrey A. Messer, Director

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

City of Goshen, Indiana

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### Investment Advisory Services

#### Scope of Services

BTIS will provide the following cash advisory services for the Client's operating funds (the "Funds") as requested by the Client.

1. Analyze the current marketplace to assist in determining the most appropriate time frames for investing the Funds, taking into consideration liquidity requirements and the type of investment, interest rates and economic conditions at the time.
2. Suggest suitable investments for consideration by the Client. The suggested investments will be evaluated for safety, risk factors and adherence to the Indiana Public Funds Code and Client's investment policy.
3. Competitively bid investments, evaluate the bids received, summarize the bid results for the Client, and assist with the settlement of the securities.
4. Assist in ongoing analysis of cash flow needs as well as the reinvestment of available Funds

#### Fees

An annual fee of 8 basis points of the cost basis balance of the Funds in the portfolio will be billed in 4 installments corresponding with the end of each quarter during the year. The fee will be prorated for the date of the actual commencement of investment advisory services as well as in the case of a termination occurring intra-quarter. No fees will be charged on the basis of capital gains upon or capital appreciation of funds in the portfolio.



## EXHIBIT B

### Required Provisions

#### 1. State Law Provisions

a. Non-Discrimination - Pursuant to Indiana Code §22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of the 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 the Agreement.

b. Anti-Nepotism - Contractor is aware of the provisions under Indiana Code 36-1-21 with respect to anti-nepotism in contractual relationships with governmental entities, and shall comply with such statute.

c. Investment Activity - Pursuant to Indiana Code 5-22-16.5, Contractor certifies that Contractor is not engaged in investment activities in Iran.

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

e. Telephone Solicitation Act Compliance. Contractor 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 Contractor 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. Contractor further certifies that any affiliate or principal of Contractor and any agent acting on behalf of Contractor or on behalf of any affiliate or principal of Contractor, 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.

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

2. No Waiver of Governmental Immunity. Nothing in the Agreement waives or is intended to waive any protections that may be applicable to City or any of its elected or appointed officials, employees, agents, or representatives under any applicable statutes, rules, or regulations providing governmental immunity, or any other rights, protections, immunities, defenses, or limitations on liability that City or such related parties are provided by law.

DATED EFFECTIVE with the effective date of the Agreement.

CITY:

CITY OF GOSHEN, INDIANA

By: \_\_\_\_\_


Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONTRACTOR:

BAKER TILLY INVESTMENT SERVICES, LLC

By:  \_\_\_\_\_

Name: Jeff Messer

Title: Director

Date: November 16, 2020

**ELKHART COUNTY  
REGIONAL SWAT TEAM  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered by the below-listed “participating agencies” to establish their understanding regarding participation in an Elkhart County Regional Special Weapons and Tactics Team (Team):

- Elkhart County Sheriff’s Department (ECSD),
- Goshen City Police Department (GPD),
- Elkhart City Police Department (EPD)
- Goshen Fire Department (GFD).

The goal is to provide a specially equipped and trained team for response to situations, both active and potential, which might require additional manpower, equipment, skills, or teamwork capabilities outside the regular resources and training of line officers. The participating agencies anticipate that the Team will function in accordance with the protocols below.

**OPERATIONAL PROTOCOLS**

**A. COMPOSITION AND COMMAND**

The Team will be comprised of specially trained operators, negotiators, paramedics, marksmen, K-9 support officers, team leaders, assistant team leaders, tactical resource officer, an assistant team commander, and a Team Commander. The Team Commander will be agreed upon by the Joint SWAT oversight committee, which consists of the Sheriff, the Chief of Elkhart City Police, the Chief of Goshen City Police, the Chief of the Goshen Fire Department, and/or the designee of each. The Team Commander or his/her designee will command the Team and will direct designated SWAT operations until concluded or until scenes are released.

The Team Commander will maintain a cohesive communication network between command staffs of each participating agency. Meetings to review specific incidents, call-outs, investigations, or other specific concerns can be called by any participating agency’s command staff or supervisor.

Each participating law enforcement agency anticipates assigning at least eight officers (except when agency staffing shortages prevent such) to the Team to serve as operators, negotiators, snipers, or team leaders. The Goshen Fire Department anticipates assigning three paramedics (except when agency staffing shortages prevent such) to the Team to serve in a paramedic capacity. This count does not include Team Command personnel.

Individual personnel from each participating agency that want to join the Team must have written approval of their respective Chief or Sheriff to participate in the formal selection process. Formal selection and dismissal of personnel from the Team will be conducted per standard operating procedures. Each participating agency may change its personnel assigned to the Team at any time.

#### **B. POLICIES, PROCEDURES, AND DIRECTION**

The policies, standard operating procedures, and direction of the Team will be set forth by the Joint SWAT oversight committee. Team officers will understand and comply with such while performing their duties. The participating agencies understand that Team activity will be joint to the extent possible, with no participating agency acting independently of the other participating agencies.

#### **C. SCENE SUPERVISION**

Initial command of a situation will be the responsibility of the on-scene commander from the jurisdiction where the event occurs or is occurring. Upon arrival, the Team Commander may assume command over the operation or tactical aspects thereof, as he/she deems necessary. While the Team Commander retains command of the Team, the law enforcement agency in whose jurisdiction the incident occurs retains authority to terminate the SWAT operation or request additional support.

Due to the dynamics of large situations, SWAT supervisors will not be tasked with commanding aspects of situations not directly related to the mission of the Team. As proper focus must be maintained for successful tactical resolution, command of the Team and its resources rests with the Team Commander.

#### **D. SCENE PROCESSING**

After the Team has responded and secured an incident, the agency with jurisdiction will be responsible for processing the crime scene. The Team will assist when requested to the extent possible and appropriate.

#### **E. CALL-OUT PROCEDURES**

Any participating agency that believes a situation exists requiring the response of the SWAT Team will follow this procedure:

1. Unless not possible due to the urgency of an active event, top leadership of the requesting agency, or their designee, will give their authorization before a formal request is made to activate the Team.
2. A formal request for the Team must be made by the requesting

agency to the Team Commander.

3. For purposes of officer safety and public safety, the Team Commander, upon request, should consider activation of the Team immediately. Undue delay in activating the Team will be avoided.

4. Once authorized, the requesting agency's on-scene supervisor will be put in contact with the Team Commander as soon as possible.

5. Once authorized for activation, all Team members will be paged with their orders via Elkhart City, Elkhart County Dispatch or Active911.

#### **F. TYPES OF TEAM-RESPONSE INCIDENTS ANTICIPATED**

The Team may be authorized, at the ultimate discretion of the Team Commander or his designee, for use in these incidents:

- Barricaded Subjects
- Hostage Situations
- High Risk Warrant Service
- Suicidal Subjects
- Dignitary (VIP) Protection
- Special Events
- Coverage of Disasters
- Coverage of Civil Defense Disorders
- Other events deemed necessary by a participating agency

#### **G. OPERATIONAL PROBLEMS**

Operational problems will be mutually addressed and resolved by the participants from each agency. Resolution of operational problems will be conducted at the lowest level possible. Problems not resolved at lower levels will be referred to the Joint SWAT oversight committee.

#### **H. FIREARMS, VEHICLES, AND OTHER EQUIPMENT**

Handguns, rifles, and ammunition carried by Team members during a SWAT tactical

operation will comply with standard operating procedures. Team members will use the equipment and vehicles of their own participating agency employer.

#### **I. TRAINING**

Each Team member will attend a weeklong SWAT Officers Immersion School as a new member. Each Team member must also attend all monthly Team trainings unless excused by the Team Commander or a team leader. Monthly training is generally conducted two Wednesdays per month, 10 hours each day. Each participating agency will be responsible for costs of its own Team members' training.

#### **J. PERSONNEL MATTERS**

Each participating agency remains responsible for the conduct of its own personnel; for their medical expenses; for their benefits and wages, including overtime; and for worker's compensation. Each participating agency will determine whether to authorize or require its own personnel to work overtime hours. Each participating agency will be responsible for personnel actions related to its own personnel.

#### **K. PRESS RELEASES**

Regarding press releases for Team responses to situations:

- For events that take place in the City of Elkhart, EPD will make press releases.
- For events that take place in the City of Goshen, GPD will make press releases.
- For events that take place elsewhere within Elkhart County, ECSD will make press releases.
- For events that take place outside of Elkhart County, the participating agencies will jointly decide which participating agency will issue a press release on a case-by-case basis.

For all press releases regarding the Team's response to situations or otherwise regarding the Team, all participating agencies will approve the press release before the issuing participating agency issues it.

Nothing in this section alters the rules applicable to the participating agencies under Public Records and Public Meetings Laws of Indiana Code 5-14.

#### **L. NON-PARTICIPATING-AGENCY REQUESTS**

If non-participating law enforcement agencies request assistance from a participating agency, the above call-out procedures apply. If the decision is made to assist a non-

participating agency, the Team Commander or his/her designee will provide notice to the non-participating agency about the operational protocols under which the Team would be operating, and the non-participating agency must acknowledge and agree to such protocols.

When the Team operates within another law enforcement agency's jurisdiction, the head of the non-participating agency may designate a command-level officer to participate in the Team Command process. The Team Commander has final authority for command decisions.

**M. TEAM EVALUATION**

The Team will be evaluated on an annual basis by supervisors from the participating agencies who may make recommendations for improving Team performance.

**N. TERM**

This MOU will remain in effect until jointly terminated by the participating agencies or, as to each participating agency, until that participating agency has withdrawn. Each participating agency may withdraw from this MOU at any time and for any reason. If a participating agency elects to withdraw from participation, that agency will deliver written notice of withdrawal, effective immediately, to the other participating agencies.

**SIGNATURES**

This MOU is effective on the date last signed below:

\_\_\_\_\_ Date: \_\_\_\_\_  
Jeff Siegel, Sheriff  
Elkhart County Sheriff's Department

\_\_\_\_\_ Date: \_\_\_\_\_  
Jose Miller, Chief  
City of Goshen Police Department

\_\_\_\_\_, Date: \_\_\_\_\_  
\_\_\_\_\_, Chief  
City of Elkhart Police Department

\_\_\_\_\_, Date: \_\_\_\_\_  
Dan Sink, Chief  
City of Goshen Fire Department





## Indiana Community Energy Challenge, 2019 | Program Guidelines

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**Funding Summary:** The Indiana Office of Energy Development (OED) is launching a competitive community challenge grant to highlight several categories of interest that will support community energy resilience and initiatives. Funding for this grant comes from the U.S. Department of Energy (DOE) and is administered by OED. Eligible applicants that meet minimum program requirements will be eligible to receive up to \$30,000.00.

**Overview:** The U.S. Department of Energy defines resilience as “the ability to prepare for and adapt to changing conditions and withstand and recover rapidly from disruptions.” Reinforcing local infrastructure and diversifying energy sources to withstand extreme events such as severe weather or man-made events is key to creating resilience.

**Funding Goal:** The Office of Energy Development (OED) intends to enhance community and municipal resilience with a focus on key infrastructure. Municipalities, public safety utilities and schools can benefit from resiliency improvements in a variety of ways, such as reducing overall energy costs including decreased maintenance-related costs through the use of a new technology. By diversifying energy sources, upgrading technology and reducing energy consumption, grantees may also mitigate their exposure to price volatility and improve their access to affordable energy.

**Available Funding:**

Each applicant will be eligible to receive an award up to \$30,000.

**Eligible Applicants:**

Eligible applicants include municipal/local units of government including public safety (police, fire, EMS and emergency management), municipal utilities or schools and universities. Projects must meet Category A criteria, plus one or more of the remaining categories to be considered:

**Category A Criteria:**

- Grantees must provide matching funds in the amount of at least **\$30,000**

**Category B Criteria:**

- Project must support infrastructure improvements and demonstrate that it enhances resilience to key government, public safety, municipal utility or educational facilities;
- Project must evaluate all energy sources and technologies including traditional energy resources as well as renewables including natural gas, propane, steam, fuel oil, solar voltaics (Solar PV), geothermal (ground or air-source heat pumps), biomass or battery storage;
- Projects may also support efficient HVAC systems and control components, windows/doors or insulation suitable for both existing municipal/public buildings and new construction.

## Project Requirements:

- Meet all of the application requirements, including, but not limited to developing work plans, budgets, maintenance plans, obtain insurance and/or permit approvals (where required), and be prepared to comply with grant administration protocols defined in the guidelines;
- Have a 5-year maintenance plan detailing ongoing maintenance schedules and milestones after project completion;
- Submit quarterly status reports to the OED beginning 12/30/19 after award notification.

## Projects must not:

- Duplicate or replace funding for an existing private or public program

## Timelines:

**Project Proposals are due October 11<sup>th</sup>, 2019 by 5:00 PM EDT. The following items must be put into one zip file and sent to [grants@oed.in.gov](mailto:grants@oed.in.gov):**

1. Application Form
2. Project Narrative
3. Budget
4. Quotes and Literature for Selected Technology
5. Project Calculations
6. NEPA Questionnaire (if applicable)
7. SHPO Section 106 Assurance
8. Certifications and Assurances Signature Page
9. Organization Registration with Secretary of State
10. Installer Certification and Licensure, if applicable

## Resources for Your Grant Application:

Applicants can contact their local Clean Cities Coalition for technical assistance. Clean Cities Coalitions are supported by the US Department of Energy and serve as a resource for fleets that seek to deploy alternative fuels and technologies.

Greater Indiana Clean Cities  
Christine Watson  
260.414.9511  
[exec@greaterindiana.com](mailto:exec@greaterindiana.com)  
[www.greaterindiana.com](http://www.greaterindiana.com)

South Shore Clean Cities  
Carl Lisek, Executive Director  
219.644.3690  
[info@southshorecleancities.org](mailto:info@southshorecleancities.org)  
[www.southshorecleancities.org](http://www.southshorecleancities.org)



## GRANT AGREEMENT

**Contract #000000000000000000048700**

This Grant Agreement (this "Grant Agreement"), entered into by and between Indiana Office of Energy Development (the "State") and GOSHEN CITY CLERK-TREASURER (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 \$27,804.00 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in Exhibits A and B of this Grant Agreement, which are 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 § 4-3-23 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:

If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):

CFDA # 81.041 \_\_\_\_\_

If State Funds: State Energy Program \_\_\_\_\_

### 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.

### 3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with Exhibit 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.

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

**4. Term.** This Grant Agreement commences on November 13, 2020 and shall remain in effect through June 01, 2022. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

**5. Grant Funding.**

A. The State shall fund this Grant in the amount of \$27,804.00. The approved Project Budget is set forth as **Exhibit B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

**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 state, local and/or private funds by project budget line items.

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 first 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. Claims shall be submitted to the State within 30 calendar days following the end of the quarter in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 60 calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within 30 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a [monthly or semi-monthly basis] only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

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.

**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 **Exhibit A**, the Grant Application, and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit B** and that

unpaid costs have been properly accrued;

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

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

A. The Grantee shall 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. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, [https://www.in.gov/sboa/files/erfa\\_2016.pdf](https://www.in.gov/sboa/files/erfa_2016.pdf). Guidelines for filing the annual report are included in Exhibit C (Guidelines for Non-governmental Entities).

**9. Compliance with Laws.**

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

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

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

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to

the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

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

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

G. As required by IC § 5-22-3-7:

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

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

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

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

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

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

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

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

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

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

#### **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:  
OED Grants Management \_\_\_\_\_  
Indiana Office of Energy Development \_\_\_\_\_  
One North Capitol Ave, Ste 900 \_\_\_\_\_  
Indianapolis, IN 46201 \_\_\_\_\_  
E-mail: [Grants@oed.in.gov](mailto:Grants@oed.in.gov) \_\_\_\_\_

B. Notices to the Grantee shall be sent to:  
Jeremy Stutsman \_\_\_\_\_  
202 S. 5<sup>th</sup> St. \_\_\_\_\_  
Goshen, IN 46528 \_\_\_\_\_  
E-mail: [jeremystutsman@goshencity.com](mailto:jeremystutsman@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 24, 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.** If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as Exhibit(s)    N/A    and incorporated fully herein.

**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 2020 OAG/ IDOA Professional Services Contract Manual or the 2020 SCM Template) in any way except as follows:

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**Non-Collusion, Acceptance**

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

**Agreement to Use Electronic Signatures**

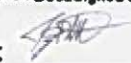
I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent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

[https://fs.gmis.in.gov/psp/quest/SUPPLIER/ERP/c/SOI\\_CUSTOM\\_APPS.SOI\\_PUBLIC\\_CNTRCTS.GBL](https://fs.gmis.in.gov/psp/quest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL)

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

GOSHEN CITY CLERK-TREASURER

Indiana Office of Energy Development

By:   
B722C631640245D...

By:

Title: Mayor of Goshen

Title:

Date: 11/18/2020 | 11:56 EST

Date:

Electronically Approved by: Department of Administration  By: Lesley A. Crane, Commissioner (for)	
Electronically Approved by: State Budget Agency  By: Zachary Q. Jackson, Director (for)	Electronically Approved as to Form and Legality by: Office of the Attorney General  By: Curtis T. Hill Jr., Attorney General (for)

## EXHIBIT A: SCOPE OF WORK

In 2019, the City of Goshen created a new City Department, the Department of Environmental Resilience. That Department's mission is to streamline government operations by focusing on forestry, data collection, education, and improved efficiencies, both environmental and financial, to achieve a more resilient city in the face of climate changes. This mandate includes developing a Climate Action Plan by 2021 for the City.

The City recognizes that energy reliance is one area that makes the essential operations vulnerable in planning for emergency preparedness. As a part of this initiative, the Department is working to reduce energy consumption by 30% in city facilities by 2028. The Department has identified energy consumption for all metered accounts, and the Goshen Police Department facility is the largest consumer of natural gas of all non-utility facilities that Goshen operates except for the public pool.

The Goshen Police Department is a 24hour a day - 365 days a year operation. The facility is the operations and command center for the GPD with three stories, including offices, evidence storage, a garage, and court proceedings.

The current boiler system at the Goshen Police Department is comprised of two 84% efficient boilers. Although the Department only needs one to heat the building, the second boiler provides redundancy in the system, should there be a problem, to protect essential operations. These boilers are 20 years old and have reached their rated maximum lifetime.

The City is requesting this grant to pay for venting modifications to the Goshen Police Department Facility to accommodate high-efficiency boilers (97% efficiency) and pay the increase in product cost to replace the current boilers with high-efficiency boilers. The boiler replacement would reduce the natural gas consumption at the Goshen Police Department facility by 23.4%, which is within 6.6% of the goal of reducing natural gas use at that facility by 2028.

The City of Goshen is requesting for a new boiler. The boiler replacement would reduce the natural gas consumption at the Goshen Police Department facility by 23.4%, which is within 6.6% of the goal of reducing natural gas use at that facility by 2028. This also reduces Goshen's risk of price volatility, knowing that natural gas has been at its lowest costs the last few years and will eventually rise.

The savings in Boiler efficiency from 84% to 97% ( $.84/.97 = .865$  or a reduction by 13.4%) is combined with a second reduction based on the manufacturer's calculations of the Lochinvar FTX's ability to modulate the gas input from its maximum down to just 10% of that load, making it highly efficient even during warmer temperatures and adding an additional 10% (13.4% plus 10% = 23.4% reduction in energy).

The justification is for installing a new boiler. This includes installing boiler controls and venting insulation. Goshen is paying the amount that would be included in an 85% efficient boiler replacement and requests that the grant pay for the additional control and

insulation work required for the high-efficient models. The city will submit documentation for match.

If funded, the City would replace the current 84% efficient boilers with 97% efficient boilers in the spring of 2021. The maintenance plan includes servicing the boilers annually by a licensed HVAC contractor for their lifetime, as are the current boilers.

The total estimated annual savings for the Police Department Facility is \$1,509 of their annual \$6,527 natural gas annual bill (2019). Throughout the 20-year life cycle of the boilers, savings accumulate to \$30,180.

In twenty years, using today's costs, the boiler would typically save a minimum of \$30,180 a year in energy costs - \$14,604 (increase cost of purchasing and installing the higher efficiency boilers compared to the 85% efficient) or a total of \$15,576 over the lifetime.

The City would continue to reduce energy use at the Police Department in the next couple of years to reach 30% reduction by 2028 by implementing additional techniques, such as installing thermal shades, enclosing stairwells, and changing employee behavior.

## EXHIBIT B

LINE ITEM BUDGET

	<b>Grant Cost</b>	<b>Match</b>	<b>Total Budget</b>
<b>Category</b>			
Contractual	\$4,343		\$ 4,343
Equipment	\$23,461		\$ 23,461
Match		\$39,713	\$ 39,713
			\$ 0.00
<b>Costs Subtotal</b>	<b>\$ 27,804</b>	<b>\$ 39,713</b>	<b>\$ 0.00</b>
<b>Total Grant Funds</b>	<b>\$ 27,804</b>		<b>\$ 27,804</b>
<b>Total Match</b>		<b>\$ 39,713</b>	<b>\$ 39,713</b>
<b>Total Project Budget</b>			<b>\$ 67,517</b>

## Exhibit C

### Annual Financial Report for Non-governmental Entities

#### Guidelines for filing the annual financial report:

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

## Exhibit D

### OTHER TERMS AND CONDITIONS

Grantees should refer to the regulations cited below to determine the certification to which they are required to attest. Grantees should also review the instructions for certification included in the regulations before signing this Grant Agreement. Signature of this Grant Agreement provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying" and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirement for Drug-Free Workplace (Grants)." This certification shall be treated as a material representation of fact upon by the Grantee, and is required as a prerequisite for entering into this transaction.

#### I. LOBBYING

The Grantee certifies to the best of its knowledge and belief, that it and its principals:

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

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

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$ 100,000 for each such failure.

## **II. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

(1) The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any Federal department or agency;
- b) have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d) have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary Grantee is unable to certify to any of the statements in section II (1), Grantee shall provide a written explanation to the Office of Energy and Development immediately.

## **III. LOBBYING DISCLOSURE ACT OF 1995, SIMPSON-CRAIG AMENDMENT**

Applicant organizations which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, shall not be eligible for the receipt of Federal funds constituting an award, grant, or loan. Section 501(c)(4) of the Internal Revenue Code of 1986 covers:



*Civic leagues or organizations not organized for profit but operated exclusively for the promotion of social welfare, or local associations of employees, the membership of which is limited to the employees of a designated person or persons in a particular municipality, and the net earnings of which are devoted exclusively to charitable, educational, or recreational purposes.*

As set forth in the Lobbying Disclosure Act of 1995 (Public Law 104-65, December 19, 1995) as amended ["Simpson-Craig Amendment," see Section 129 of the Balanced Budget Downpayment Act, I (Public Law 104-99, January 26, 1996)], lobbying activities is defined broadly. (See section 3 of the Act.)

The Grantee certifies, to the best of his or her knowledge and belief, that: it IS NOT an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; OR that it IS an organization described in section 501(c)(4) of the Internal Revenue Code of 1986, which after December 31, 1995, HAS NOT engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

#### **IV. ADDITIONAL AUDIT REQUIREMENTS FOR GRANTEES THAT EXPEND OVER \$500,000 IN FEDERAL AWARDS PER YEAR**

Any grantee expending **Five Hundred Thousand Dollars (\$500,000) or more in Federal awards per year** must have an audit made for that year by an independent auditor. For-profit organizations should consult 10 CFR 600.316 for guidance. Non-profit organizations, institutions of higher education, and local governments should consult the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" for guidance.

#### **V. PROPERTY STANDARDS AND DISPOSITION**

Grantees are required to adhere to the property standards and disposition instruction contained in the following sections, depending on what type of entity Grantee is formed as:

- 600.134 Institutions of Higher Education, Hospitals, and Non-profits
- 600.232 State and Local Governments
- 600.321 For-Profit Organizations

**U.S. DEPARTMENT OF ENERGY ASSURANCE OF COMPLIANCE  
NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS**

GRANTEE HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub.L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub.L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub.L. 93-438), Title IX of the Education Amendments of 1972, as amended (Pub.L. 92-318, Pub.L. 93-568, and Pub.L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub.L. 93-112), the Age Discrimination Act of 1975 (Pub.L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub.L. 90-284), the Department of Energy Organization Act of 1977 (Pub.L. 95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub.L. 94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied to benefits of, or be otherwise subjected to discrimination under any program or activity in which the Grantee receives Federal assistance from the Department of Energy.

**I. Applicability and Period of Obligation**

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved, with Federal assistance extended to the Grantee by the Department of Energy, this assurance obligates the Grantee for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Grantee for the period during which the Federal assistance is extended to the Grantee by the Department of Energy.

**II. Employment Practices**

Where a primary objective of the Federal assistance is to provide employment or where the Grantee's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Grantee agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

**III. Subrecipient Assurance**

The Grantee shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form, however, the obligation or both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

**IV. Data Collection and Access to Records**

The Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Grantee's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to, the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Grantee agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Grantee from the use of Federal assistance funds extended by the Department of Energy, Facilities of the Grantee (including physical plants, building, or other structures) and all records, books, accounts, and other sources of information pertinent to the Grantee's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections.

Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Grantees by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Grantee recognizes and agrees that such Federal assistance will be extended in reliance upon the representation and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Grantee, the successors, transferees, and assignees, as well as the person(s) whose signature appears on this Grant Agreement and who are authorized to sign this assurance on behalf of the Grantee.

**Grantee certifies by signing this Grant Agreement that it has complied, or that, within ninety (90) days of the date of this grant, will comply with all applicable requirements of 10 C.F.R. § 1040.5. A copy will be furnished to Grantee upon written request to the Office of Energy Development.**



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **EXTENSION OF INDIANA AVENUE & HIGH STREET SHOULDER WORK  
– PIKE STREET TO WILKINSON STREET – LASSUS FUEL &  
CONVENIENCE (JN: 2019-2037)**

DATE: November 23, 2020

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Lassus Brothers Oil, Inc. requests the Board of Works approve an extension for the closure of Indiana Avenue southbound and High Street northbound shoulders until November 25, 2020. This is due to the need to replace a curb stop valve box that was broken during excavation for a revised sidewalk ramp, as well as additional time needed to allow the City to replace the curb stop valve.

**Requested motion: Move to approve an extension of the closure of shoulders on Indiana Avenue and High Street, from US33/Pike Street to Wilkinson Street, until November 25, 2020.**

ACCEPTED:

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

\_\_\_\_\_  
Jeremy Stutsman, Mayor

\_\_\_\_\_  
Mike Landis, Board Member

\_\_\_\_\_  
Mary Nichols, Board Member



**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **ROCK RUN SEWER IMPROVEMENTS  
(JN: 2019-0025C)**

DATE: November 23, 2020

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Due to delays on the Rock Run Sewer Improvements Project, Selge Construction has requested to have a lane restriction with traffic control and flaggers on the west side of North Main Street between the new crosswalk island and the intersection of North Main Street and Middlebury Street. Selge will be placing flowable fill in the casing under S.R. 15.

The lane restriction will be for one day, November 23 and will reopen the same day once the work is complete. Selge will maintain bike path access. The attachment shows the area for the lane restriction.

**Requested motion: Move to approve the temporary lane restriction on North Main Street between the new island and the intersection of North Main Street and Middlebury Street for one day November 23, 2020.**

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

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Jeremy Stutsman, Mayor

---

Mike Landis, Board Member

---

Mary Nichols, Board Member

# ArcGIS Web Map





**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: **NIPSCO ELECTRIC LANE RESTRICTIONS ON DIERDORFF ROAD**

DATE: November 23, 2020

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**NIPSCO Electric is requesting the restrictions approved on November 16, 2020 be extended through December 07, 2020. Crews were removed from the project to help with storm restoration in Ohio, not allowing the work to be completed as scheduled.**

NIPSCO Electric will be running new power lines to the new power poles along the east side of Dierdorff Road from Eisenhower Drive to College Avenue. Crews will be working at each pole for a period of time as they progress. Signs, traffic cones and flaggers will be used to direct traffic around the crews while working in the north bound lane of Dierdorff Road. Attached is the proposed 'Typical Flagging Operation for a Two-Lane, Two-Way Roadway' traffic control plan. The restriction will begin Monday November 16 and extend through November 26, 2020. A location on Eisenhower Drive just west of the US 33 signalized intersection will have a lane restriction as a power pole is replaced. Attached is the traffic control plan which contains signs and traffic cones to direct traffic.

**Requested Motion: Approve lane restriction on Dierdorff Road between Eisenhower Road and College Avenue beginning November 16, 2020 through December 07, 2020. Also, approve lane restriction on Eisenhower Road for a single day.**

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

\_\_\_\_\_  
Jeremy Stutsman, Mayor

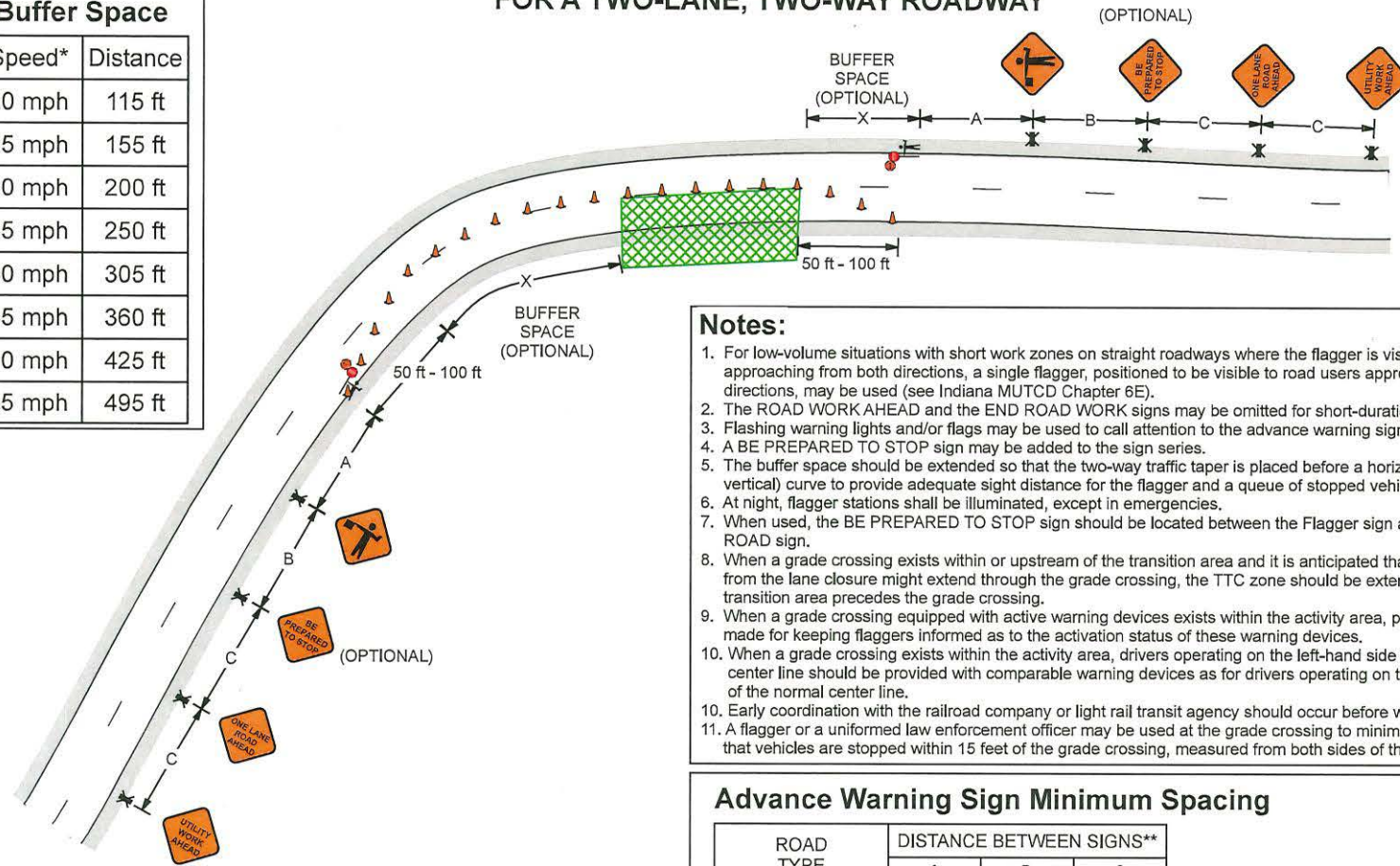
\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Michael Landis, Member

### Recommended Buffer Space

Speed*	Distance
20 mph	115 ft
25 mph	155 ft
30 mph	200 ft
35 mph	250 ft
40 mph	305 ft
45 mph	360 ft
50 mph	425 ft
55 mph	495 ft

## TYPICAL FLAGGING OPERATION FOR A TWO-LANE, TWO-WAY ROADWAY



Legend	
	Cone
	Flagger
	Portable Sign Stand
	Work Area

### Notes:

- For low-volume situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger, positioned to be visible to road users approaching from both directions, may be used (see Indiana MUTCD Chapter 6E).
- The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short-duration operations.
- Flashing warning lights and/or flags may be used to call attention to the advance warning signs.
- A BE PREPARED TO STOP sign may be added to the sign series.
- The buffer space should be extended so that the two-way traffic taper is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped vehicles.
- At night, flagger stations shall be illuminated, except in emergencies.
- When used, the BE PREPARED TO STOP sign should be located between the Flagger sign and the ONE LANE ROAD sign.
- When a grade crossing exists within or upstream of the transition area and it is anticipated that queues resulting from the lane closure might extend through the grade crossing, the TTC zone should be extended so that the transition area precedes the grade crossing.
- When a grade crossing equipped with active warning devices exists within the activity area, provisions should be made for keeping flaggers informed as to the activation status of these warning devices.
- When a grade crossing exists within the activity area, drivers operating on the left-hand side of the normal center line should be provided with comparable warning devices as for drivers operating on the right-hand side of the normal center line.
- Early coordination with the railroad company or light rail transit agency should occur before work starts.
- A flagger or a uniformed law enforcement officer may be used at the grade crossing to minimize the probability that vehicles are stopped within 15 feet of the grade crossing, measured from both sides of the outside rails.

### Advance Warning Sign Minimum Spacing

ROAD TYPE	DISTANCE BETWEEN SIGNS**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet

\* Speed category to be determined by the highway agency  
 \*\* The column headings A, B, and C are the dimensions shown in Indiana MUTCD Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)



John P. McCarty  
 Digitally signed by John P. McCarty  
 Date: 2020.10.13 13:21:05 -04'00'

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Indiana. License No. PE19700034, Expiration Date: 07/31/2022.

**OBE**  
 ORANGE BARREL ENGINEERS  
 www.orangebarreleengineers.com  
 ORANGE BARREL ENGINEERS, P.C.  
 2642 N 700 W  
 GREENFIELD, IN 46140  
 317-758-7587

PREPARED FOR:  
**LS Traffic Control, Inc.**

PROJECT NAME:

Typical Flagging Operation  
 Two-Lane, Two-Way Road

PROJECT ADDRESS:

Indiana

THESE DRAWINGS ARE THE PROPERTY OF LS Traffic Control, Inc. THEY ARE INTENDED EXCLUSIVELY FOR USE ON THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS WITHOUT THE EXPRESS WRITTEN CONSENT OF LS Traffic Control,

ISSUED FOR: DATE  
 Temporary Traffic Control 10/13/2020

Des. by: JPM  
 Drawn by: JPM

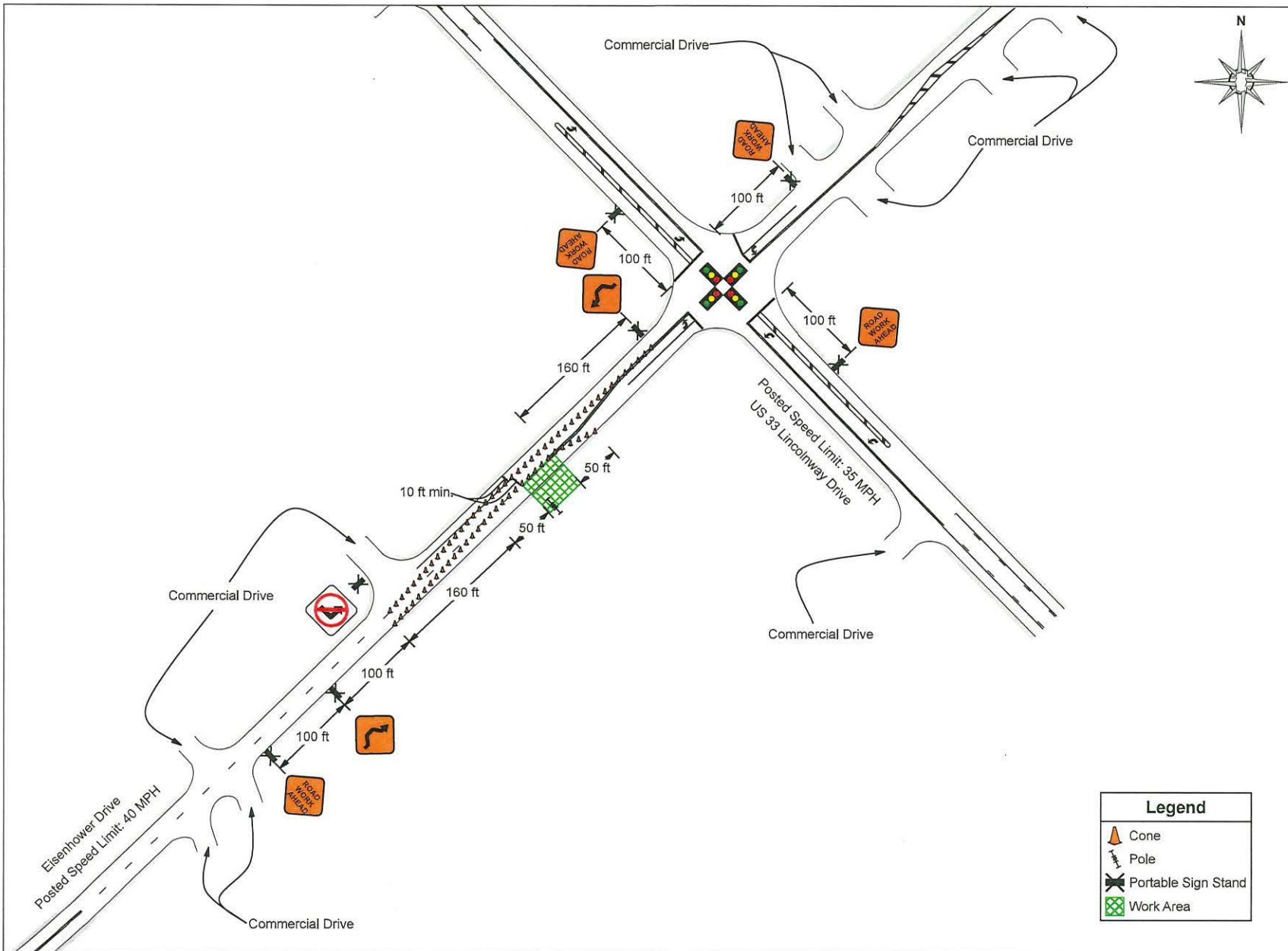
REVISION			
NO	DESCRIPTION	BY	DATE

SHEET TITLE:  
**Typical Temporary Traffic Control Plan**

SHEET NUMBER:

**1 OF 1**





Legend			
	Cone		
	Pole		
	Portable Sign Stand		
	Work Area		



**John P. McCarty** Digitally signed by John P. McCarty  
 Date: 2020.10.22 16:39:07 -04'00'

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Indiana, License No. PE19700034, Expiration Date: 7/31/2022

**OBE**  
 ORANGE BARREL ENGINEERS  
 www.orangebarreleengineers.com  
 ORANGE BARREL ENGINEERS, P.C.  
 2642 N 700 W  
 GREENFIELD, IN 46140  
 317-758-7587

PREPARED FOR:  
**LS Traffic Control, Inc.**

PROJECT NAME:  
**Traffic Shift for Pole Replacement Pole 1058613**

PROJECT ADDRESS:  
 Eisenhower Drive  
 Caragana Ct to Lincolnway East  
 Goshen, Indiana

THESE DRAWINGS ARE THE PROPERTY OF LS Traffic Control, Inc. THEY ARE INTENDED EXCLUSIVELY FOR USE ON THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS WITHOUT THE EXPRESS WRITTEN CONSENT OF LS Traffic Control,

ISSUED FOR: DATE  
 Temporary Traffic Control 10/22/2020

Des. by: JPM  
 Drawn by: JPM

REVISION			
NO	DESCRIPTION	BY	DATE

SHEET TITLE:  
**Temporary Traffic Control**

SHEET NUMBER:  
**1 OF 1**