



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

Regular Meeting Agenda

**2:00 p.m., December 5, 2022**

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. 21, 2022**

### **Approval of Agenda**

- 1) Open bids:** Structural Firefighter Protective Clothing (bids due 1:45 p.m., Dec. 5, 2022)
- 2) Open bids:** 2023 Asphalt Paving Project No. 2023-0002 (bids due 1:45 p.m., Dec. 5, 2022)
- 3) Planning & Zoning Department:** Accept the Plymouth Avenue Professional Park Second Addition plat with dedication of right of way and easements
- 4) Legal Department:** Contract with New Avenues Inc. for 2023 Employee Assistance Program
- 5) Legal Department:** Resolution 2022-37 – Declaring Surplus and Authorizing the Disposal of Personal Property
- 6) Legal Department:** Assign Resolution 2022-34 to Authorizing the Purchase of New Warning Siren to be installed at 29th Street and 2022-35 to Authorizing the Purchase of Outdoor Warning System Software Upgrades
- 7) Legal Department:** Approve, and authorize Mayor Stutsman to execute, the agreement for the Goshen Public Library awarding \$100,000 from the City's American Rescue Plan Fund



**8) Legal Department:** Approve and authorize Mayor to execute the agreement with Peerless-Midwest, Inc. for installation of 4" meter at Parker Hannifin, with a cost not-to-exceed \$5,850

**9) Legal Department:** Approve and authorize Mayor Stutsman to execute the agreement with Evoqua Water Technologies to perform field service of the digester during the week of Jan. 16-20, 2023 at a cost not to exceed \$8,000, including travel and lodging.

**10) Legal Department:** Approve and execute the agreement with Barkes, Kolbus, Rife & Shuler, LLP for 2023 attorney services

**11) Legal Department:** Approve proposal from Super Seal Inc. for hot rubber crack filling of drive surfaces at the City's waste water treatment plant in the amount of \$5,200, and ratify Deputy Mayor Mark Brinson's execution of the proposal

**12) Engineering Department:** Approve and authorize Mayor to execute the agreements with Ken and Becky Horst and Millrace Cohousing, Inc. for completion of the construction project at 643 River Race Drive

**13) Engineering Department:** Approve professional service agreement with Kurtz Engineering in the amount of \$28,350 to assist in updating the water utility model

**14) Engineering Department:** Authorize Mayor to execute the amendment agreement with L&M Electric to extend by one year, through Dec. 31, 2023, for Civil City electrical maintenance

**15) Engineering Department:** Authorize Mayor to execute amendment agreement with Middlebury Electric to extend by one year, through Dec. 31, 2023, for Utilities electrical maintenance

**16) Engineering Department:** Approve and authorize Mayor to sign Change Order No. 2 increasing the contract amount by \$12,289.76, for a revised contract amount of \$6,978,530.83

**17) Engineering Department:** Approve revised Pavement Management Plan for 2022

**18) Clerk-Treasurer's Office:** Approve agreement with Baker Tilly, US for ADP Workforce Technology Solutions Support



**Privilege of the Floor**

## **CITY OF GOSHEN STORMWATER BOARD**

**Regular Meeting Agenda**

**2:00 p.m., Dec. 5, 2022**

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

**Members:** Mayor Stutsman, Mike Landis and Mary Nichols

**19) Stormwater Department:** Accept post-construction stormwater management plan for Maple City Chapel

**Approval of Civil City and Utility Claims**

***Adjournment***



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD  
MINUTES OF THE NOVEMBER 21, 2022 REGULAR MEETING**

*Convened at 2 p.m. at the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

**Present:** Mayor Jeremy Stutsman, Mike Landis, Mary Nichols, DeWayne Riouse and Barb Swartley

**Absent:**

**CALL TO ORDER:** Mayor Stutsman called the meeting to order at 2:00 p.m.

**REVIEW/APPROVE MINUTES:** Mayor Stutsman presented the minutes of the Nov. 14, 2022 Regular Meeting. Board member Mary Nichols moved to approve the minutes as presented and the motion was seconded by Board member Barb Swartley. Motion passed 5-0.

**REVIEW/APPROVE AGENDA:** Mayor Stutsman presented the agenda with two additions: #14. Resolution 2022-32, *Approving Transfer of Police Dog from the Town of LaGrange* and #15. Legal Department: *Approve and authorize Mayor to execute the agreement with the Indiana Department of Environmental Management for the Water Quality Management Planning Grant awarded to the City.* Board member Nichols moved to approve the agenda as suggested and Board member Swartley seconded the motion. Motion passed 5-0.

**1) Goshen Fire Department: Approve the promotion of Megan J. Berry to the rank of Private First Class, effective Nov. 22, 2022**

**Assistant Chief of Operations Anthony Powell** asked the Board to promote Megan J. Berry to the rank of Private First Class for the Goshen Fire Department, effective Nov. 22, 2022.

**Chief Powell** said Private First Class Berry will complete her probationary year with the Fire Department on Nov. 22, 2022. Based on her performance and recommendations from her shift Battalion Chief and Training Officer; Chief Powell said it was his pleasure to request the promotion.

**Nichols/Swartley** moved to promote Megan J. Berry to the rank of Private First Class for the Goshen Fire Department, effective Nov. 22, 2022. Motion passed 5-0.

Mayor Stutsman then swore in Megan J. Berry as a Private First Class for the Goshen Fire Department.

**2) Goshen Fire Department: Approve the promotion of Hannah M. Estes to the rank of Private First Class, effective Nov. 22, 2022**

**Assistant Chief of Operations Anthony Powell** asked the Board to promote Hannah M. Estes to the rank of Private First Class for the Goshen Fire Department, effective Nov. 22, 2022.

**Chief Powell** said Private First Class Estes will complete her probationary year with the fire Department on Nov. 22, 2022. Based on her performance and recommendations from her shift Battalion Chief and Training Officer; Chief Powell said it was his pleasure to request the promotion.

**Nichols/Swartley** moved to promote Hannah M. Estes to the rank of Private First Class for the Goshen Fire Department, effective Nov. 22, 2022. Motion passed 5-0.

Mayor Stutsman then swore in Hannah M. Estes as a Private First Class for the Goshen Fire Department.



**3) Goshen Police Department: Approve the hiring of Tyler D. Smoker as a Probationary Patrol Officer, effective Nov. 21, 2022**

**Police Chief José Miller** asked the Board to approve the hiring of Tyler D. Smoker for the position of Probationary Patrol Officer, effective Nov. 21, 2022.

**Chief Miller** said Officer Smoker has passed all exams and has been approved by both the local and State pension boards. He said Officer Smoker is a graduate of the Indiana Law Enforcement Academy and has worked at the LaGrange City Police Department for nearly five years.

**Chief Miller** said Officer Smoker is a K-9 Officer and will be bringing his partner along with him. The Chief added, "We are thrilled to have Officer Smoker and his partner joining the Goshen Police Department."

**Nichols/Swartley** moved to approve the hiring of Tyler D. Smoker for the position of probationary patrol officer, effective Nov. 21, 2022. Motion passed 5-0.

**Mayor Stutsman** then swore in Tyler D. Smoker as a Probationary Patrol Officer for the Police Department.

**4) Goshen Police Department: Approve the promotion of Officer Aaron Lower from Probationary Patrol Officer to Patrol Officer, effective Nov. 29, 2022**

**Police Chief José Miller** asked the Board to approve the promotion of Aaron H. Lower from the position of Probationary Patrol Officer to the rank of Patrol Officer, effective Nov. 29, 2022.

**Chief Miller** said that on Nov. 29, 2022, Officer Lower will have completed his 12-month probationary period. The Chief added that "Officer Lower has proven himself time and time again that he will be an asset to the Goshen Police Department and to this community."

**Nichols/Swartley** moved to approve the promotion of Aaron H. Lower from the position of Probationary Patrol Officer to the rank of Patrol Officer, effective Nov. 29, 2022. Motion passed 5-0.

**Mayor Stutsman** then swore in Aaron H. Lower as a Patrol Officer for the Police Department.

**5) Goshen Police Department: Approve the promotion of Officer Anthony W. Reese from Probationary Patrol Officer to Patrol Officer, effective Nov. 29, 2022**

**Police Chief José Miller** asked the Board to approve the promotion of Anthony W. Reese from the position of Probationary Patrol Officer to the rank of Patrol Officer, effective Nov. 29, 2022.

**Chief Miller** said on November 29, 2022, Officer Reese will have completed his 12-month probationary period. Chief Miller added, "Officer Reese has demonstrated that he will be a great police officer for the Goshen Police Department and this community."

**Nichols/Swartley** moved to approve the promotion of Anthony W. Reese from the position of Probationary Patrol Officer to the rank of Patrol Officer, effective Nov. 29, 2022. Motion passed 5-0.

**Mayor Stutsman** then swore in Anthony W. Reese as a Patrol Officer for the Police Department.

**6) Goshen Police Department: Approve the promotion of Officer Jacob Lambright from the rank of Patrol Officer to the rank of Detective, effective Dec. 2, 2022**

**Police Chief José Miller** asked the Board to approve the promotion of Jacob Lambright from the position of Patrol Officer to the rank of Detective, effective Friday, Dec. 2, 2022.

**Chief Miller** added that "Officer Lambright has served on the Goshen Police Department for over three years and he's proven to be dedicated time and time again to this department and this community."



Nichols/Swartley moved to approve the promotion of Jacob Lambright from the position of Patrol Officer to the rank of Detective, effective Friday, Dec. 2, 2022. Motion passed 5-0.

Mayor Stutsman then swore in Officer Jacob Lambright as a Detective for the Police Department.

**7) Resident request: Approval by J.L. Simmons for replacement of a curb and driveway section at his home at 1812 Park West Drive**

**Jim Simmons** congratulated those just hired and promoted. He then asked the Board for a variance to remove the curb and first section of his 32-foot driveway at 1812 Park West Drive and replace it with new concrete. In his written request, **Simmons** indicated that the replacement concrete will be done per City of Goshen specifications. He stated that Advantage Concrete Services was scheduled to do the replacement concrete three weeks ago and will do the work sometime in the future upon City approval.

**Simmons** said that the driveway, built in 2005, has deteriorated due to standing water, snow, ice, freezing and thawing. He also indicated that he became aware of a driveway of the same 32-foot length at 1702 Longwood. He also thanked City staff for facilitating his request.

**City Civil Traffic Engineer Josh Corwin** told the Board that the driveway appears to have been built with the existing dimensions originally, which was wider than 24-foot maximum width allowed by the City. So, Corwin said the Engineering Department requested that the Board consider the request so any approval would be documented

**Nichols/Swartley** moved to approve a variance for removal of the curb and first section of the 32-foot driveway at 1812 Park West Drive and replace it with new concrete. Motion passed 5-0.

**8) Legal Department: Accept the Right of Entry agreement with Willie I Parsons to allow the City to re-grade Mr. Parsons' property as part of the Wilden Avenue reconstruction**

**City Attorney Bodie Stegelmann** asked the Board to approve and accept the Right of Entry Agreement with Willie I Parsons to allow the City to re-grade his real property made necessary by the Wilden Avenue reconstruction project, and authorize Mayor Stutsman to execute the agreement.

**Stegelmann** said the City will pay Mr. Parsons \$1,000 for entry upon his land. In the agreement, City staff indicated that it is necessary to grade the property owner's yard adjacent to the reconstructed sidewalk to maintain the proper slope according to project specifications.

**Nichols/Swartley** moved to approve and accept the Right of Entry Agreement with Willie I Parsons to allow the City to re-grade his real property due to the Wilden Avenue reconstruction project, and authorize Mayor Stutsman to execute the agreement. Motion passed 5-0.

**9) Legal Department: Resolution 2022-28, Authorizing the purchase of new warning siren to be installed at 29th Street**

**Brandy Toms, a paralegal with the City Legal Department,** asked the Board to pass and adopt Resolution 2022-28, *Authorizing the Purchase of New Warning Siren to be Installed at 29th Street (at Lincoln Avenue)*.

**Toms** said that due to proprietary issues, the compatible warning siren is only available for purchase from a single source, Federal Signal. She said the net purchase price will be \$30,768, which includes all parts, materials, labor, shipping and system optimization to synch with the City's operating system, Commander.

According to Resolution 2022-28, the City installed the outdoor warning siren system, which was purchased from Federal Signal and activated and monitored from the City's Commander Software.



Further, the City has identified a gap in its outdoor warning siren coverage and an additional siren installation is needed in East Goshen, more specifically at the intersection of East Lincoln Avenue and 29th Street. Indiana Code § 5-22-10-13 allows the City to make a special purchase when, subject to Indiana Code § 5-22-10-14 and 15, there is only one source for the supply and the purchasing agent determines in writing there is only one source for the supply. **Mayor Stutsman** said the need for the siren came to him and **City Director of Public Works & Utilities Dustin Sailor** from **Councilor Matt Schrock**, who was contacted by some of his constituents. Although not cheap, the Mayor said testing by Sailor and his team determined this was a good location for an additional siren. Tom added that the new siren will cover a gap in the current siren system. Mayor Stutsman added that the sirens are not designed to be heard from inside homes, but from outside.

**Nichols/Swartley** moved to pass and adopt Resolution 2022-28, *Authorizing the Purchase of New Warning Siren to be installed at 29th Street*. Motion passed 5-0.

10) **Legal Department: Resolution 2022-29, Authorizing the purchase of outdoor warning system software upgrades**

**Brandy Toms**, a paralegal with the City Legal Department, asked the Board to pass and adopt Resolution 2022-29, *Authorizing the Purchase of Outdoor Warning System Software Upgrades*.

**Toms** said that, again, due to proprietary issues, the software upgrades to the warning system are only available for purchase from a single source, Federal Signal. She said the net purchase price will be \$6,022 for the software upgrade and includes a credit to forgive past annual maintenance fees the City did not pay in previous years.

According to the Resolution, in 2010, the City installed the outdoor warning siren system purchased from Federal Signal and activated and monitored from the City's Commander Software.

During a recent conversation with Federal Signal employees, the City staff learned that the Commander software is now outdated and software upgrades are necessary. Further, City staff learned that Federal Signal's equipment is proprietary and will not function properly and/or activate appropriately with another supplier's software, nor will another supplier's equipment function properly and/or activate appropriately with Federal Signal's software. The City, through its purchasing agent, may make a special purchase under Indiana Code § 5-22-10 without soliciting bids or proposals if it determines in writing the basis for the special purchase and the selection of a particular contractor.

Asked by **Mayor Stutsman** why the software was not upgraded, **City Director of Public Works & Utilities Dustin Sailor** said the system will operate without maintenance, but the City didn't get any of the updates. He said it's now time to upgrade the software and that past fees will be waived.

In response to a question from **Board member Landis**, **Sailor** said this will be a software upgrade for the entire system. He added it will enable use of the new siren and a new siren will be added next year adjacent to the East College Avenue project. He said two other companies provide sirens similar to the one by Federal Signal.

**Nichols/Swartley** moved to pass and adopt Resolution 2022-29, *Authorizing the Purchase of Outdoor Warning System Software Upgrades*. Motion passed 5-0.

11) **Legal Department: Resolution 2022-31, Agreement with Pumpkinvine Properties LLC for Transfer of 206 N. Main St. Real Property**

**City Attorney Bodie Stegelmann** asked the Board to approve Resolution 2022-31, for the transfer of property at 206 N. Main Street from Pumpkinvine Properties LLC to the City and authorize Mayor Stutsman and Clerk-Treasurer Aguirre to execute documents necessary to accomplish such transfer.



**City Attorney Stegelmann** said Pumpkinvine Properties LLC owns unimproved real property located generally north of 206 N. Main Street and seeks to transfer this real property to the City for no consideration. The City is seeking to make the real property appropriate for a parking lot.

Asked by **Mayor Stutsman** if the agreement committed the City to developing a parking lot, **Stegelmann** said it probably would be a project for next spring or summer.

**Mayor Stutsman** asked if the expense was already budgeted or if it would be developed over the next few years. **City Director of Public Works & Utilities Dustin Sailor** said funding for the parking lot hasn't been identified and this would be discussed with the Redevelopment Commission. However, Sailor said that this property previously came before the Board of Works for discussion because it has a vault underneath it, so the property was being transferred to the City so it can be filled and the parking lot repaved.

**Nichols/Swartley** moved to approve **Resolution 2022-31, for the transfer of 206 N. Main Street from Pumpkinvine Properties LLC to the City and authorize Mayor Stutsman and Clerk-Treasurer Aguirre to execute documents necessary to accomplish such transfer. Motion passed 5-0.**

**12) Legal Department: Resolution 2022-33, to allow for construction of a building expansion at 2694 Hackberry Drive over the City's utility easement located at that location**

**City Attorney Bodie Stegelmann** asked the Board to approve Resolution 2022-33, to allow for construction of a building expansion at 2694 Hackberry Drive over the City's utility easement located at that location

**Stegelmann** said Keystone RV Company, which operates a plant located at 2694 Hackberry Drive in Goshen, seeks to expand the building at this location and extend over an easement the City holds for water and sewer utilities and relocate the utilities presently located on the easement to a location east of the building expansion. However, **Stegelmann** said the shortage of suitable pipe and other building materials has delayed the relocation of the utilities to an unknown time.

**Stegelmann** said Keystone is seeking authority to construct its expansion over the City's easement under the condition that it construct new utility facilities east of the expanded improvements once suitable pipe and other building materials are available. He recommended the City allow Keystone to construct its building over the easement area under terms and conditions contained in Resolution 2022- 33 and the agreement attached thereto.

**Mayor Stutsman** asked if in this type of case, where construction of utilities was being delayed, would the company be required to submit its order for pipe or was the City just trusting the pipe has been ordered. **Stegelmann** said the City was trusting the pipe had been ordered. He said the agreement would call for a "hard date" by which the new water and sewer lines would have to be constructed. He added that local contractors are having trouble getting pipe.

**Mayor Stutsman** said the City is facing the same problem. He asked if the City expected the delay in pipe to be resolved within a year. If not, he suggested the City require Keystone to provide a copy of its pipe purchase agreement. If not, the Mayor said the Board may well be asked next year to extend the agreement. **Stegelmann** said he believed enough time had been built into the agreement to allow Keystone to get the pipe it needs.

In response to a question from **Board member Landis, City Director of Public Works & Utilities Dustin Sailor** confirmed that Keystone will be building over existing utility lines and would be responsible for relocating the water and sewer lines when the pipe becomes available. Asked by Landis of the risk to the City of having Keystone's new building located over the utility lines for two years, Sailor said it wasn't a preferred option, but the agreement would waive the City's liability in case there was any damage associated with a water main break. Sailor added that the City hopes the utilities will be relocated within two years. He emphasized that Keystone was assuming any risks in the meantime, including if the City would pay to excavate inside the building to repair a water main break.





Nichols/Swartley moved to approve Resolution 2022-33, to allow for construction of a building expansion at 2694 Hackberry Drive over the City's utility easement located at that location. Motion passed 5-0.

**13) Engineering Department: Agreement with H&G Homebuilders for the completion of the construction project at 2112 Newbury Circle**

City Stormwater Coordinator Jason Kauffman said the home at 2112 Newbury Circle has passed its final building inspection and the project is substantially complete except for exterior concrete work. He said this final requirement cannot be completed at this time due to weather conditions.

Kauffman said the Stormwater Department thus submits Agreements for the Completion of the Construction Project for approval and authorizations for the Mayor to execute. The property, owner H&G Homebuilders co: Glenn Henderson, agrees to complete all concrete work by June 15, 2023. The expected cost of work is \$1,850 and a surety check for that amount has been remitted to the Clerk-Treasurer's office.

Nichols/Swartley moved to approve and authorize the mayor to execute the Agreements with H&G Homebuilders for the Completion of the Construction Project at 2112 Newbury Circle. Motion passed 5-0.

**14) Resolution 2022-32, Approving Transfer of Police Dog from the Town of LaGrange (related to the Board's earlier approval of the hiring of Tyler D. Smoker as a Probationary Patrol Officer)**

Assistant City Attorney Matt Lawson asked the Board to approve and execute Resolution 2022-32, *Approving Transfer of Police Dog from the Town of LaGrange* to the City of Goshen at the cost of \$6,000, effective upon the Town's passage of a substantially identical resolution. He provided a copy of Resolution 2022-32 and a related memorandum to the Board (EXHIBIT #1).

Lawson said the City of Goshen and the Town of LaGrange have negotiated an agreement for the transfer of a police dog ("K-9") from the Town to the City. Indiana Code §5-22-22-10, allows for the exchange of property between governmental entities for any amount of property or cash upon terms and conditions agreed upon by the governmental bodies as evidenced by adoption of a substantially identical resolution by each entity.

Earlier in the meeting, the Board approved the hiring of Tyler D. Smoker for the position of Probationary Patrol Officer, effective Nov. 21, 2022. Officer Smoker has worked at LaGrange City Police Department for nearly five years and currently is a K-9 Officer who will be bringing his partner along with him to the Goshen Police Department.

Mayor Stutsman said it was a "very good deal" for the City to be able to add a fourth K-9.

Nichols/Swartley moved to approve and execute Resolution 2022-32, *Approving Transfer of Police Dog from the Town of LaGrange* to the City of Goshen at the cost of \$6,000, effective upon the Town's passage of a substantially identical resolution. Motion passed 5-0.

**15) Legal Department: Approve and authorize Mayor to execute the agreement with the Indiana Department of Environmental Management for the Water Quality Management Planning Grant awarded to the City**

Assistant City Attorney Matt Lawson asked the Board to approve and authorize the Mayor to execute the agreement (provided to the Board as EXHIBIT 2) with the Indiana Department of Environmental Management for the Water Quality Management Planning Grant awarded to the City of Goshen in the amount of \$154,725.

Lawson said the Board previously authorized the Mayor to sign the application for a Section 205j Water Quality Planning Program Grant for the Lower Elkhart River Watershed Management Plan in partnership with the Elkhart River Restoration Association. The City has now been awarded a \$154,725 grant pursuant to that application.



Nichols/Swartley moved to approve and authorize the Mayor to execute the agreement with the Indiana Department of Environmental Management for the Water Quality Management Planning Grant awarded to the City of Goshen in the amount of \$154,725. Motion passed 5-0.

Privilege of the Floor (opportunity for public comment for matters not on the agenda):

Mayor Stutsman opened Privilege of the Floor at 2:33 p.m.

There were no public comments, so Mayor Stutsman closed Privilege of the Floor.

At 2:34 p.m., Mayor Stutsman temporarily closed the Board of Works & Safety meeting and convened the City of Goshen Stormwater Board to consider a single agenda item.

## CITY OF GOSHEN STORMWATER BOARD

### Regular Meeting Agenda

2:00 p.m., Nov. 21, 2022

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

Members: Mayor Stutsman, Mike Landis and Mary Nichols

#### 16) Stormwater Department: Resolution 2022-01, *Revision of Stormwater User Fees for the Goshen Department of Stormwater Management*

City Stormwater Coordinator Jason Kauffman asked the Board to approve Resolution 2022-01, allowing for and recommending the current stormwater user fee to be revised to the proposed rate over three phases. In support of his request, Kauffman used a nine-slide PowerPoint presentation to help explain the background, context and justification for his request (EXHIBIT #3).

#### **BACKGROUND:**

In a memorandum to the Board, Kauffman explained that earlier this year, the Greater Elkhart County Stormwater Partnership, composed of the City of Elkhart, the City of Goshen, Elkhart County, and the Town of Bristol (Partners), agreed that a review of the stormwater user fee was necessary to review the current stormwater user fee and the stormwater budgets for the Partners. Baker Tilly US, LLP was retained to perform a rate analysis to determine whether the minimum funding amount necessary for the operation and maintenance of the stormwater system was being collected since the stormwater user fee was established in 2006.

Upon completion of the rate study, Kauffman reported that Baker Tilly concluded the minimum rate should be increased from \$15 per equivalent residential unit (ERU) to \$36.10 per ERU annually. The Partnership's MS4 Advisory Board met on Nov. 17, 2022, and agreed to recommend the user fee be increased over three phases as follows: \$22.05 per year per ERU starting with billing in calendar year 2023; \$29.10 per year per ERU starting with billing in calendar year 2026; and \$36.10 per year per ERU starting with billing in calendar year 2029.



**Jason Kauffman** further reported that following today's public hearing on the proposed stormwater user fee rate increase, the Goshen Stormwater Department requests the Goshen Stormwater Board's adoption of Resolution 2022-01. Upon adoption of Resolution 2022-01 an amended ordinance will be taken to the Goshen Common Council for discussion and a vote on either Dec. 5 or 19.

#### **NOV. 21, 2022 DISCUSSION AND APPROVAL OF RESOLUTION 2022-01:**

Using a PowerPoint presentation, **Kauffman** provided additional background, context and justification for the proposed stormwater fee increase.

**Kauffman** explained that the more hard surfaces are created in the City of Goshen, the more stormwater runoff will occur. The greater the stormwater runoff, he said, the more the City has to find ways to control it and deal with its consequences. For example, he said stormwater runoff is the only growing source of water pollution today.

**Kauffman** said the stormwater user fee was established in 2006 and the current rate is \$1.25 a month or \$15 a year per equivalent residential unit (ERU) of 3,600 square feet. He said the fee in Elkhart County is well below the state average stormwater fee of \$5.74 per month or \$68.88 a year. As of 2021, he said the fee brought in almost \$543,000. Over the years, **Kauffman** said the City has been able to fund a number of projects to benefit stormwater drainage.

These projects have included the two-stage Horn Ditch, which reduced potential flood damage to RV plants. He said this improvement was funded by redevelopment funds and private contributions – and no stormwater user fees.

Another project moving forward with redevelopment funds, and no stormwater user fees, are stormwater improvements in the East College Avenue Industrial Park. **Kauffman** said this work will help manage runoff coming across that area and into Rock Run Creek. He also said the Steury and Lincoln Avenue Detention Basin, which was installed several years ago, is helping manage runoff before it reaches Rock Run Creek.

**Kauffman** said a rate study by Baker Tilly concluded that additional funds were needed to meet stormwater needs. They study concluded that there was a need to increase the rate to \$3 per month. He said the local stormwater entities have agreed that the fees should be increased in three phases – \$22.05 per year per ERU starting with billing in calendar year 2023; \$29.10 per year per ERU starting with billing in calendar year 2026; and \$36.10 per year per ERU starting with billing in calendar year 2029.

**Kauffman** said additional funding would allow the City to pay for more projects, including maintenance for the stormwater conveyance system, employee and public education, new equipment (including new street sweepers) and investments to address drainage issues as well as provide for more water monitoring.

As for next steps, **Kauffman** said that assuming the City Stormwater Board approves the higher fees, the request will next go to the Common Council for approval. He said the partners of the Greater Elkhart County Stormwater Partnership (Bristol, Elkhart and Elkhart County) also would need to approve the higher fees for them to take effect.

In response to a question from **Board member Landis**, **Kauffman** clarified the other Elkhart County government units that would need to approve the higher stormwater fees. He also outlined the possible sequence of approvals.

**Mayor Stutsman** said the proposal before the City Stormwater Board was the result of months of work by stormwater staff members throughout Elkhart County. **Kauffman** said staff in all entities support the higher fees.

**Mayor Stutsman** said there are many more potential projects beyond those that were presented today.

**Landis** asked why some communities had higher fees and if they had greater needs vs. those with lower fees.

**Kauffman** said all communities have the same needs and face the same state requirements. However, he said other communities have placed a greater importance in meeting their needs through higher fees. **Mayor Stutsman** said some communities place a lower priority in addressing stormwater needs, so rates are lower.



Still, **Board member Landis** said other communities seem willing to impose higher fees to meet stormwater needs than communities in Northern Indiana. **Mayor Stutsman** said he had been hopeful that the regional stormwater board would have supported establishing a higher fee more quickly, but he is supportive of the proposal. **Landis** said he would support reaching the higher fee sooner than 2029. **Kauffman** said this was the current proposal, but it could always be changed if necessary. **Mayor Stutsman** agreed, saying that the entities could revisit the fees before 2029.

Advised by **City Attorney Stegelmann** that notice was given that Resolution 2021-01 would be the subject of a public hearing at today's City Stormwater Board meeting, **Mayor Stutsman invited public comments on the proposal at 2:49 p.m.** There were no public comments, so the Mayor closed the hearing.

**Nichols/Landis** moved to approve Resolution 2022-01, allowing for and recommending the current stormwater user fee to be revised to the proposed rate over three phases. Motion passed 3-0.

**Mayor Stutsman** adjourned the City of Goshen Stormwater Board and reconvened the Board of Works & Safety meeting.

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

**Mayor Stutsman** adjourned the Board of Works meeting at 2:50 p.m.

**EXHIBIT #1:** A copy of Resolution 2022-32, *Approving Transfer of Police Dog from the Town of LaGrange*, and a memorandum to the Board, dated Nov. 21, 2022, which was prepared by Assistant City Attorney Matt Lawson. The memo and resolution were provided in support of added agenda item #14. *Resolution 2022-32, Approving Transfer of Police Dog from the Town of LaGrange (related to approval of the hiring of Tyler D. Smoker as a Probationary Patrol Officer)*

**EXHIBIT #2:** A copy of grant agreement and memorandum to the Board, dated Nov. 18, 2022, which was prepared by Assistant City Attorney Matt Lawson. The memo and resolution were provided in support of added agenda item #15 – Legal Department: Approve and authorize Mayor to execute the agreement with the Indiana Department of Environmental Management for the Water Quality Management Planning Grant awarded to the City.

**EXHIBIT #3:** A nine-slide PowerPoint presentation prepared and presented to the Board by City Stormwater Coordinator Jason Kauffman to help explain the background, context and justification for agenda item #16 – Stormwater Department: Resolution 2022-01, *Revision of Stormwater User Fees for the Goshen Department of Stormwater Management*.



APPROVED

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Mayor Jeremy Stutsman

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Mike Landis, Member

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Mary Nichols, Member

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DeWayne Riouse, Member

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Barb Swartley, Member

ATTEST

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Richard R. Aguirre, City of Goshen Clerk-Treasurer



**Richard Aguirre, City Clerk-Treasurer**  
**CITY OF GOSHEN**

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

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

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

**To:** City of Goshen Board of Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** Dec. 5, 2022  
**Subject:** Open bids: Structural Firefighter Protective Clothing

The City of Goshen Board of Public Works and Safety solicited sealed offers for the purchase of new structural firefighter protective clothing for use in the City of Goshen's Fire Department. Offers were required to be filed with the City of Goshen Clerk-Treasurer's Office, 202 South Fifth Street, Goshen, IN 46528 until 1:45 p.m. on Dec. 5, 2022.

The goods, materials and/or equipment to be purchased shall be a total purchase of approximately 70 sets over the years 2023, 2024, 2025, and 2026. Each year's purchase shall include approximately twenty-five (25) sets per year of structural fire fighter protective coats, pants, helmets, boots, hoods and gloves and extrication gear coats and pants.

All offers received will be taken to the Board of Public Works and Safety meeting to be publicly opened and read aloud just after 2 p.m. on Dec. 5, 2022 during the Board meeting in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen.



**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

RE: **2023 ASPHALT PAVING PROJECT  
PROJECT NO. 2023-0002**

DATE: December 5, 2022

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The Clerk-Treasurer's Office has received bids from contractors today for the 2023 Asphalt Paving project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

**Requested Motion: Open bids received from Contractors for the North Main Street Improvements project and read the Total Base Bid amount.**



**Rhonda L. Yoder, AICP**  
**PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN**  
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405  
Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185  
rhodayoder@goshencity.com • www.goshenindiana.org

## MEMORANDUM

To: Board of Public Works & Safety  
From: Rhonda L. Yoder, Planning & Zoning Administrator  
Date: December 5, 2022  
RE: Plymouth Avenue Professional Park Second Addition - Acceptance of Plat

A two-lot commercial subdivision has been submitted, *Plymouth Avenue Professional Park Second Addition*, which is the remainder of the Plymouth Avenue Professional Park subdivision. The property is zoned Commercial B-3PUD (Planned Unit Development).

The subdivision meets the requirements of the Zoning and Subdivision Ordinances and of the Plymouth Avenue Professional Park PUD.

Public infrastructure is being constructed as part of the current West Goshen Crossing Subdivision Drainage Improvement project.

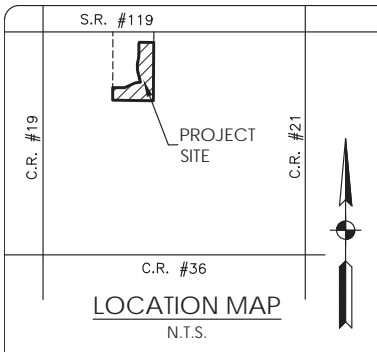
The subdivision drainage plan was accepted by an act of the contract award for the West Goshen Crossing Subdivision Drainage Improvement project on December 13, 2021.

The plat includes dedication of the remainder of the right of way for Lighthouse Lane, and includes a number of easements.

Please accept the Plymouth Avenue Professional Park Second Addition plat with dedication of right of way and easements, and sign the plat.

**Requested Motion: Move to accept the Plymouth Avenue Professional Park Second Addition plat with dedication of right of way and easements.**





**PLYMOUTH AVENUE PROFESSIONAL PARK SECOND ADDITION**  
**A PLANNED UNIT DEVELOPMENT**  
 A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST,  
 ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA.

CERTIFICATE OF OWNERSHIP

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

PILGRIM PARTNERS, LLC

\_\_\_\_\_  
 FRED A. SIMON, JR.  
 GENERAL PARTNER

ACCEPTANCE OF DEDICATION

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

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 MAYOR JEREMY P. STUTSMAN                      MICHAEL A. LANDIS                      MARY NICHOLS

\_\_\_\_\_  
 DEWAYNE RIOUSE                      BARB SWARTLEY

PLAN COMMISSION STAFF APPROVAL

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

APPROVED BY THE ZONING ADMINISTRATOR ON BEHALF OF THE CITY PLANNING COMMISSION ON THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
 RHONDA YODER  
 ZONING ADMINISTRATOR

AUDITOR

DULY ENTERED FOR TAXATION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

20\_\_\_\_, \_\_\_\_\_ ELKHART COUNTY AUDITOR.

PATRICIA A. PICKENS

RECORDER

RECEIVED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

20\_\_\_\_ AT \_\_\_\_\_ AND RECORDED IN PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_.

FEE: \_\_\_\_\_ ELKHART COUNTY RECORDER

JENNIFER L. DORIOT

STATEMENT OF UTILITIES

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

CITY OF GOSHEN, INDIANA  
 DRAINAGE MAINTENANCE STATEMENT

THE CITY OF GOSHEN, INDIANA IS A MUNICIPAL SEPARATE STORM SEWER (MS4) COMMUNITY GOVERNED BY INDIANA ADMINISTRATIVE CODE 327-15-13. THE CITY OF GOSHEN'S POST CONSTRUCTION STORM WATER ORDINANCE REQUIRES THE OWNER AND ITS ASSIGNS TO EXECUTE A STORM WATER MAINTENANCE COVENANT FOR THE OPERATION, MAINTENANCE, AND REPAIR OF ALL STORM WATER MANAGEMENT FACILITIES, AS DESCRIBED IN THE DEVELOPMENT'S "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN", TO ADMINISTER THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN", THE OWNER AND ITS ASSIGNS SHALL MAINTAIN AN ACCESS AND MAINTENANCE EASEMENT OVER THE STORM WATER SYSTEM AND A FUNDING MECHANISM FOR THE MAINTENANCE OF SAID STORM WATER SYSTEM. ANY CHANGES TO THE MAINTENANCE AGREEMENT BY THE DEVELOPMENT AND/OR THE ASSIGNS SHALL BE APPROVED BY THE DEPARTMENT OF STORM WATER MANAGEMENT AND THEN RECORDED WITH THE ELKHART COUNTY RECORDER.

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

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

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

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

Revised to update drawing to add 8' Pedestrian Easement - TRM - 2/7/22  
 0:\Projects\2020\20-1912 City of Goshen-Crossing Stormwater Drainage System Design\CAD\\_Survey\Drawings\20-1912 Plymouth Avenue Professional Park Second\20-1912 Secondary Plat.dwg

DEED OF DEDICATION

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

PILGRIM PARTNERS, LLC

\_\_\_\_\_  
 FRED A. SIMON, JR.  
 GENERAL PARTNER

NOTARY PUBLIC CERTIFICATE

STATE OF INDIANA )  
 COUNTY OF \_\_\_\_\_ ) SS:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME PILGRIM PARTNERS, LLC BY FRED A. SIMON, JR., A GENERAL PARTNER, AND ACKNOWLEDGED THE EXECUTION OF THIS PLAT.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC SIGNATURE

\_\_\_\_\_  
 MY COMMISSION EXPIRES

\_\_\_\_\_  
 PRINTED NAME

\_\_\_\_\_  
 COMMISSION NUMBER

RESIDENT OF \_\_\_\_\_ COUNTY, INDIANA



LAND SURVEYOR'S CERTIFICATE

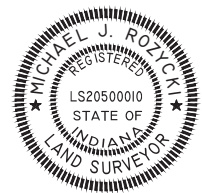
I, MICHAEL J. ROZYCKI, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAT CORRECTLY REPRESENTS A RETRACEMENT SURVEY COMPLETED BY GREGORY C. SHOCK, PS, BRADS-KO ENGINEERING & SURVEYING/ABONMARCHE; THAT ALL MONUMENTS ARE OR WILL BE (WITHIN SIX MONTHS OF RECORDING PLAT) INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE PLATTING ORDINANCE; AND THAT THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE ACCURATELY SHOWN.

THIS PLAT IS IN ACCORDANCE WITH TITLE 865, ARTICLE 1, CHAPTER 12, SECTION 1 THROUGH 29 OF THE INDIANA ADMINISTRATIVE CODE. THE BOUNDARY LINES OF THIS PLAT CONFORM TO A SURVEY MADE BY GREGORY C. SHOCK, PS, BRADS-KO ENGINEERING AND SURVEYING AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA IN INSTRUMENT #2006 32184. THE LINES OF THE PLAT OF PLYMOUTH AVENUE PROFESSIONAL PARK RECORDED IN PLAT BOOK 31, PAGE 81, AND THE LINES OF THE PLAT OF PLYMOUTH AVENUE PROFESSIONAL PARK FIRST ADDITION RECORDED IN PLAT BOOK 36, PAGE 15 (PREPARED BY JPR).

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

DATED THIS 12th DAY OF MAY, 20 22.

\_\_\_\_\_  
 MICHAEL J. ROZYCKI, PS  
 PROFESSIONAL LAND SURVEYOR #20500010  
 STATE OF INDIANA



303 River Race Drive, Unit 206  
 Goshen, IN. 46526  
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 abonmarche.com

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

JOB NO.: 20-1912  
 DATE: MAY, 2022  
 SHEET 1 OF 2

# PLYMOUTH AVENUE PROFESSIONAL PARK SECOND ADDITION

## A PLANNED UNIT DEVELOPMENT

A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA.

NORTH LINE SOUTHWEST QUARTER SECTION 17-T36N-R6E  
S89°07'00"E 855.37'

STATE ROAD NO. 119

NORTHWEST CORNER  
SOUTHWEST QUARTER  
SECTION 17-T36N-R6E  
FOUND 4" DIA. COUNTY  
MONUMENT  
FLUSH WITH PAVEMENT

### LEGAL DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE SOUTH 89 DEGREES 07 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 AND ALONG STATE ROAD NUMBER 119, A DISTANCE OF 855.37 FEET TO THE NORTHWEST CORNER OF THE PLAT OF PLYMOUTH AVENUE PROFESSIONAL PARK, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 31, PAGE 81; THENCE SOUTH 00 DEGREES 13 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF THE PLAT OF SAID PLYMOUTH AVENUE PROFESSIONAL PARK, A DISTANCE OF 656.65 FEET TO A 3/4 INCH REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE SOUTHWEST CORNER OF THE PLAT OF SAID PLYMOUTH AVENUE PROFESSIONAL PARK, THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 07 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF THE PLAT OF SAID PLYMOUTH AVENUE PROFESSIONAL PARK, A DISTANCE OF 135.00 FEET TO A 3/4 INCH REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING A SOUTHERLY CORNER OF THE PLAT OF SAID PLYMOUTH AVENUE PROFESSIONAL PARK; THENCE NORTH 65 DEGREES 13 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF THE PLAT OF SAID PLYMOUTH AVENUE PROFESSIONAL PARK, A DISTANCE OF 127.22 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING A SOUTHERLY CORNER OF THE PLAT OF SAID PLYMOUTH AVENUE PROFESSIONAL PARK; THENCE NORTH 81 DEGREES 55 MINUTES 28 SECONDS EAST ALONG THE SOUTH LINE OF THE PLAT OF SAID PLYMOUTH AVENUE PROFESSIONAL PARK, A DISTANCE OF 60.00 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE SOUTHEAST CORNER OF THE PLAT OF SAID PLYMOUTH AVENUE PROFESSIONAL PARK; THENCE NORTHERLY ALONG THE ARC OF SAID PLYMOUTH AVENUE PROFESSIONAL PARK, A DISTANCE OF 116.06 FEET (CHORD BEARING NORTH 02 DEGREES 03 MINUTES 00 SECONDS WEST, CHORD DISTANCE 115.15 FEET) TO A REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 10 DEGREES 27 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE PLAT OF SAID PLYMOUTH AVENUE PROFESSIONAL PARK, A DISTANCE OF 48.78 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE POINT OF CURVATURE OF A 266.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE BEING ALONG THE EAST LINE OF THE PLAT OF SAID PLYMOUTH AVENUE PROFESSIONAL PARK, A DISTANCE OF 47.47 FEET (CHORD BEARING NORTH 05 DEGREES 27 MINUTES 00 SECONDS EAST, CHORD DISTANCE 47.41 FEET) TO A REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00 DEGREES 27 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE PLAT OF SAID PLYMOUTH AVENUE PROFESSIONAL PARK, A DISTANCE OF 23.69 FEET TO A REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE SOUTHWEST CORNER OF THE PLAT OF PLYMOUTH AVENUE PROFESSIONAL PARK FIRST ADDITION, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 36, PAGE 15; THENCE SOUTH 89 DEGREES 07 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF THE PLAT OF SAID PLYMOUTH AVENUE PROFESSIONAL PARK, A DISTANCE OF 164.50 FEET TO A POINT ON THE WEST LINE OF THE PLAT OF THE VILLAS OF PARK MEADOWS AT CLOVER TRAILS, SECTION 2, SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 31, PAGE 35; THENCE SOUTH 00 DEGREES 27 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF THE PLAT OF SAID THE VILLAS OF PARK MEADOWS AT CLOVER TRAILS, SECTION 2, A DISTANCE OF 658.33 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO THE CROSSING DEVELOPMENT LLC AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2019-09189; THENCE NORTH 89 DEGREES 06 MINUTES 27 SECONDS WEST ALONG THE NORTH LINE OF SAID THE CROSSING DEVELOPMENT LLC PARCEL, A DISTANCE OF 458.18 FEET TO A CORNER OF SAID THE CROSSING DEVELOPMENT LLC PARCEL; THENCE NORTH 00 DEGREES 13 MINUTES 00 SECONDS EAST ALONG AN EAST LINE OF SAID THE CROSSING DEVELOPMENT LLC PARCEL, A DISTANCE OF 141.64 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 3.647 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

LARRY W. & ESTHER MAE SHIRK  
INSTR. #98 021249

S00°13'00"W 656.65'

PLYMOUTH AVENUE PROFESSIONAL PARK  
PLAT BOOK 31, PAGE 81

PILGRIM PARTNERS, LLC  
INSTR. #2007-10880

TRACT A  
PLYMOUTH AVENUE PROFESSIONAL  
PARK FIRST ADDITION  
PLAT BOOK 36, PAGE 15  
PILGRIM PARTNERS, LLC  
INSTR. #2015-23813

### RETENTION AREA

THE VILLAS OF  
PARK MEADOWS  
AT CLOVER  
TRAILS, SECTION  
2  
PLAT BOOK 31,  
PAGE 35  
CITY OF GOSHEN,  
INDIANA  
INSTR.  
#2015-26096

47  
PATSY D.  
McCRINDLE TRUST  
DATED AUGUST  
29, 2017  
INSTR.  
#2017-18671

46  
MICHAEL R. &  
PAMALA F.  
GARBER  
INSTR.  
#2015-25704

45  
FORREST D. &  
ANNE J. MILLER  
INSTR.  
#2015-23646

MELVIN N. &  
JOAN D. YODER  
TRUST DATED  
AUGUST 16, 2013  
INSTR.  
44 #2016-00756

43  
MARILYN F.  
KNEPP  
INSTR.  
#2015-21689

42  
MARGARET  
JOHNSON  
INSTR.  
#2018-02596

41  
MAX L. & NANCY  
E. LEATHERMAN  
INSTR.  
#2015-17492

40  
THE YODER FAMILY  
REVOCABLE LIVING  
TRUST DATED JUNE  
30, 2006  
INSTR. #2015-16921

MARILYN S. GARBER  
REVOCABLE TRUST  
DATED JULY 11,  
1997  
INSTR.  
#2020-27066

39  
KIM D. & SONIA M.  
GREEN  
LIFE ESTATE ELSIE  
KAUFFMAN  
INSTR.  
#2017-07005

37  
MICHAEL E. & LINDA  
S. MILLER  
INSTR.  
#2014-25539

LOT NO. 3  
108,328 S.F.  
±2.487 ACRES

TOTAL AREA  
158,858 S.F.  
±3.647 ACRES

658.33'

S00°27'00"W

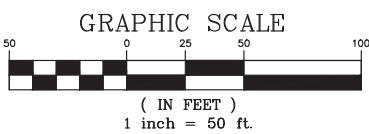
THE VILLAS OF PARK MEADOWS  
AT CLOVER TRAILS, SECTION 2  
PLAT BOOK 31, PAGE 35

39

38

37

TOTAL ACREAGE  
±3.647 ACRES  
RIGHT OF WAY AREA  
±0.281 ACRE  
LOT AREA  
±3.366 ACRES



### LINE DATA

NUMBER	DIRECTION	DISTANCE
L1	N81°55'28"E	60.00'
L2	N10°27'00"E	48.78'
L3	N08°02'41"E	23.69'

### CURVE TABLE

NUMBER	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD DIRECTION	CHORD DISTANCE
C1	364.00'	41.13'	06°28'28"	20.59'	N11°18'46"W	41.11'
C2	266.00'	116.06'	25°00'00"	58.97'	N02°03'00"W	115.15'
C3	272.00'	47.47'	10°00'00"	23.80'	N05°27'00"E	47.41'
C4	334.00'	93.42'	16°01'32"	47.02'	N00°03'46"W	93.12'
C5	304.00'	85.03'	16°01'32"	42.79'	N00°03'46"W	84.75'
C6	364.00'	101.81'	16°01'32"	51.24'	S00°03'46"E	101.48'

### LEGEND

- (S) - 25' MINIMUM BUILDING SETBACK LINE
- (R) - ROADWAY, UTILITIES & DRAINAGE EASEMENT AT DISTANCES INDICATED
- (D) - DRAINAGE EASEMENT AT DISTANCES INDICATED
- (L) - 10' LANDSCAPE EASEMENT
- (U) - UTILITY EASEMENT AT DISTANCES INDICATED
- (P) - 8' PEDESTRIAN ACCESS EASEMENT
- (C) - SET 5/8" REBAR WITH CAP MARKED ABONMARCHÉ 0050
- (M) - SET MAG NAIL

### FLOOD NOTE

THIS PARCEL IS NOT LOCATED WITHIN THE 1% ANNUAL CHANCE OF FLOOD (SPECIAL FLOOD HAZARD AREA) AS SCALED AND DEPICTED ON THE FEMA/FIRM COMMUNITY PANEL NUMBER 18039C0253D, EFFECTIVE MAP DATE: AUGUST 2, 2011.

TOTAL AREA  
158,858 S.F., ±3.647 ACRES

RIGHT OF WAY TO BE DEDICATED  
12,251 S.F., ±0.281 OF AN ACRE

LOT NO. 2  
38,279 S.F., ±0.879 OF AN ACRE

LOT NO. 3  
108,328 S.F., ±2.487 ACRES

**ABONMARCHÉ**

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

JOB NO.: 20-1912  
DATE: MAY, 2022

SHEET 2 OF 2

Portage  
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Grand Haven  
Fort Wayne  
Valparaiso  
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Goshen  
Hobart  
Lafayette  
South Bend



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

November 28, 2022

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Contract with New Avenues Inc. - 2023 Employee Assistance Program

Attached for the Board's approval and authorization for the Mayor to execute is a contract with New Avenues Inc. to again provide the City an employee assistance program for 2023. The City will pay New Avenues based on the "EAP A La Carte Service" fees set forth in Exhibit A of the contract which includes an administrative fee to the City of \$168 per month plus the additional fees for the specific services utilized.

**Suggested Motion:**

Move to approve and authorize the Mayor to execute the contract with New Avenues Inc. to provide an employee assistance program for 2023.



**Contract for:**

**City of Goshen**

**Employee Assistance Program (EAP)**

**A la Carte Contract**

**Length of Contract:**

**January 1, 2023-December 31, 2023**

**I. Overview**

New Avenues will arrange for the delivery of Employee Assistance Program services to all employees and their dependents as indicated in the Definition of Eligibility addendum during the term of this Agreement with City of Goshen hereinafter to be referred as “the Company.” New Avenues will provide employee assistance services as agreed to in Exhibit A and hereinafter described. New Avenues will arrange for such services to be provided by duly trained and qualified professionals in accordance with generally recognized treatment standards.

**II. Location and Service Access Information**

Our corporate office address is P.O. Box 360, South Bend, Indiana 46624. Our corporate office location is 300 South St. Louis Boulevard, Suite 200, South Bend, Indiana 46617. New Avenues manages a network of EAP Providers across the state of Indiana and nationwide to provide service to your employees.

- A. Any employee or immediate family member may be seen in any of our network offices near their home or workplace. Telephonic counseling, secure face-to-face video counseling and a chat function on the iConnectYou app are also available when appropriate.
- B. Hours of Operation for corporate office and member services include: 8:30 a.m. to 5:00 p.m., Monday through Thursday: 8:30 a.m. to 4:30 p.m., Friday (Eastern Standard Time or Eastern Daylight Savings Time during the appropriate times of the year). Our on-call clinical staff is available for immediate or emergency situations 24 hours per day including weekends and holidays.
- C. A toll-free telephone number will be provided to all employees for easy EAP access.

**III. Access Procedure and Orientation Service**

- A. Members can access their EAP services by calling New Avenues and speaking to a Member Services Specialist who will obtain necessary account information and information of the member’s counseling needs. A Care Manager (Master’s level mental health counselor) is available for members to consult when dealing with higher risk and emergency needs. The member will then be informed how counseling services will proceed. New Avenues will make a reasonable attempt to select an EAP provider that can provide continuity of care with the member’s health plan if needed.
- B. Members of our professional staff are willing to meet with your staff on-site, through a secure platform and/or provide you with a Microsoft PowerPoint Orientation. The orientation will orient them to the program, including how to self-refer, stress confidentiality, and normalize issues they may be experiencing so that persons will feel comfortable making appointments. We suggest group sizes of approximately 35-40 employees at a time for on-site presentations.
- C. We will provide you with a draft introductory letter announcing the EAP, to be mailed by you to the home of each employee introducing the Employee Assistance Program or sent through email.

#### **IV. Scope of EAP Services**

- A. Short Term Counseling Program. We will provide annually a number of EAP visits per employee family or per employee and each family member as determined by the Company (refer to addendum: Definition of EAP Eligibility). Employees and eligible family members will have access to Structured Telephonic Counseling via the New Avenues website NewAvenuesOnLine.com. We will provide these services as agreed upon in Exhibit A.

The scope of the Employee Assistance Program covers the following Individual, Family and Marital counseling needs, but is not limited to:

- ❖ Stress
- ❖ Anger management
- ❖ Parenting concerns
- ❖ Emotional problems (i.e. depression, anxiety, obsessive-compulsive disorders, etc.)
- ❖ Alcohol/drug use or abuse
- ❖ Child/adolescent needs
- ❖ Communication problems
- ❖ Grief or trauma issues
- ❖ Conflict Resolutions Service
- ❖ Marital and partner concerns
- ❖ Aging parent issues
- ❖ Adjustment problems related to health conditions
- ❖ Occupational or career concerns
- ❖ Problems at work
- ❖ Employee or managerial coaching

The EAP counseling can also provide assessment of needs, and referral assistance for additional behavioral health needs such as psychological testing, referral for physician evaluation, more intense level of care or extended counseling. The EAP is utilized for short term interventions and is solution focused.

#### Financial Assistance – Referral

New Avenues utilizes GreenPath Financial Wellness and may refer members to GreenPath for their Credit Counseling and Debt Counseling services. GreenPath is a premier credit counseling agency and is accredited by COA, Council on Accreditation and is a member with the following organization: National Foundation for Credit Counseling, NFCC, U.S. Department of Housing and Urban Development-Approved housing counseling agency, Consumer Affairs and The Better Business Bureau.

GreenPath Services beyond the free consultation sessions may have fees associated with them. Employees would be responsible for any services that would require a payment. Such as Debt Management Program, Student Loan Counseling, Bankruptcy Counseling, Homebuyer Counseling Program.

The EAP counseling services do not include:

- ❖ Reports for courts for any court ordered counseling or treatment
- ❖ Visitation or custody studies
- ❖ Inpatient, Intensive outpatient services or partial hospitalization
- ❖ Physician services
- ❖ Psychological testing for clinical, educational, occupational, medical reasons
- ❖ Extended counseling
- ❖ Drug/alcohol classes, educational or wellness programs
- ❖ Drug testing or other lab/pharmacy benefits
- ❖ Fitness for Duty Evaluations
- ❖ Risk Assessments
- ❖ Services under COBRA
- ❖ Long Term Counseling for chronic conditions

When/if the Provider recommends extended treatment the client may continue with the EAP counselor or another Provider if they wish, at their own expense or through their insurance benefits. The EAP counselor also may recommend additional services such as physician evaluation or psychological testing that will be subject to the individual's personal expense or health plan. The employee is under no obligation to use the EAP program prior to accessing their health plan or as a condition of accessing their health plan benefits.

- B. Supervisory Orientation Training. In addition to employee orientation sessions (see Sec. III B). EAP supervisory orientation training is available for your designated supervisors. The focus of the training will be how to make “disciplinary referrals” and “concerned supervisory referrals.” It will include information on “knowing when to refer” and “how to refer” and how to keep New Avenues informed of when a referral has been made. We will provide these services as agreed upon in Exhibit A.
- C. Trainings/ Workshops/ Seminars. New Avenues provides a variety of additional services that can improve departmental and organizational performance. Trainings, workshops and seminars may be purchased on an as needed basis. Staff is available for consultation with the Company's human resources representatives or supervisors who may call us and request assistance in choosing and/or designing special trainings. Trainings include, but are not limited to, Stress Management, Respect in the Workplace, Harassment, and Reasonable Suspicion Programs. For a list of offerings, see the current Training Catalog. We will provide these services as agreed upon in Exhibit A.
- D. Telephonic & Onsite Consultation/ Mediation/ Conflict Resolution. Staff are available for telephonic consultation with the Company's human resources representatives or supervisors who may call us and request assistance in how to talk with a particular employee, when a referral is needed, or for any other consultation about an employee that the Company and New Avenues deems appropriate. Onsite consultations, mediation, and conflict resolution may be purchased on an as needed basis. We will provide these services as agreed upon in Exhibit A.
- E. Focus On Success Management Referral Program. The New Avenues Focus On Success Management Referral Program is designed to address the employee who has demonstrated

significant or chronic performance problems, violation of work rules, violence or threatened violence, anger management problems, or troubled behavior. It can also be utilized to assist employees dealing with day to day stressors, depression and/or of mental health issues. We will provide these services as agreed upon in Exhibit A.

Services provided may include:

- ❖ Consultation with the employer
- ❖ All necessary forms and consents
- ❖ Referral, case management, provider communication, and oversight of the counseling by a New Avenues Senior Care Manager
- ❖ Monthly compliance reports from New Avenues to the Company for up to three months

The monthly reports provide the employer with information as to the employee's attendance, compliance with recommendations, and overall motivation/cooperation. No personal or medical information is released without the patient's written consent. (Medical information includes, but is not limited to diagnosis, results of tests, and counseling notes.)

Referral to the EAP Focus On Success Management Referral Program may be a part of the employer's policies. However, the employee must voluntarily accept terms of participation. The terms of participation include signing an Authorization for Release of Information, attending sessions, cooperating with recommendations for treatment, acceptance of financial responsibility for treatment beyond sessions allowed in this agreement (including but not limited to counseling, group sessions, intensive outpatient programs, further psychiatric evaluation or psychological testing, drug/alcohol tests, classes). These services may be covered by the individual's health insurance benefit, but coverage is not guaranteed.

New Avenues acts solely in the role of facilitating referrals and communication regarding management referrals. New Avenues acts as a neutral, objective third party to arrange professional services appropriate to the referral, and shall serve as an intermediary between the Provider and the Company by communicating reports subject to the scope of the Authorization for Release of Information. New Avenues does not assume responsibility and the Company agrees it will not hold New Avenues responsible for the findings, assessment, treatment recommendation(s), treatment, outcomes, determinations, or any other actions or inactions taken by the Provider of the EAP services. The Company further agrees that New Avenues is not responsible and the Company will not hold it responsible for any action(s) taken by the Company as a result of the EAP referral and Provider reports.

When requested by the Company and consented to by the employee, New Avenues will monitor the employee's progress at least monthly (if applicable) by obtaining progress reports from the Provider(s) who are involved in the recommended behavioral health treatment. New Avenues will also communicate with the Company regarding the employee's compliance with treatment, subject to the scope of the authorization on record.

**Drug/Alcohol tests** are not provided by New Avenues, but they may be indicated during assessment or treatment at the recommendation or requirement of the Provider, and become the financial responsibility of the employee. Drug/alcohol tests as part of random testing, return to work policies, or post-incident monitoring are at the discretion of the employer, subject to the employer's policies and expense, and shall occur at the employer's



designated labs or designated occupational health physician sites. Drug/alcohol testing that occurs as part of treatment is considered part of the medical record; results are not revealed without the patient's written consent. Testing that takes place at the Provider's site or Provider's designated sites, as part of assessment or treatment shall be the patient's financial responsibility. An employee's failure to participate in the Provider's requirements for interval testing or repeated positive results may be considered by the Provider as non-compliance and reported by New Avenues as such.

- F. Critical Incident Response. Critical Incident Response professional services usually involve 1-3 hours of a counselor coming to the worksite to facilitate a discussion or connecting through video chat for virtual assistance. The debriefing is a structured approach to assisting employees who have just experienced a serious traumatic or loss event that has occurred at the workplace or to a valuable fellow employee. New Avenues has responded to a wide range of events. Traumatic events include serious industrial/work related accidents, sudden death of an employee, robberies, violent episodes, or experiencing a catastrophic event such as a fire. Our response will be timely and at your site. We will provide these services as agreed upon in Exhibit A.
- G. Fitness-for-Duty. A fitness-for-duty evaluation is a medical evaluation, requested by an employer, to determine if a current employee is or is not able to perform essential job functions at the work setting because of psychological or psychiatric problems. Upon request, New Avenues acts as a neutral, objective third party to arrange professional services appropriate to the referral, and shall serve as an intermediary between the Professional Evaluator and the Company by communicating reports subject to the scope of the Authorization for Release of Information. Professionals conducting fitness-for-duty evaluations and risk assessments are required to maintain a position of neutrality, objectivity, and advocate for neither the employer nor the employee. At the Company's request, New Avenues will arrange an assessment with a psychologist or psychiatrist to make an evaluation as to the employee's ability to perform his/her work duties, the existence of psychological difficulties that may interfere with an employee's ability to perform his/her essential job duties, or for assessment of risk for harm to self or others, dangerousness, and/or the probability of recurrence of incidents related to work performance. In order to maximize the impartiality and objectivity, New Avenues has adopted a standard not to arrange evaluations with a practitioner who has acted as a treating provider to the employee (if applicable), and secondly, employees generally will not be referred to the Evaluator for follow-up treatment.

In order to conduct our role and meet confidentiality standards, the Company will need to obtain from the employee at the time of the referral an Authorization for Release of Information for the exchange of information between the Professional Evaluator and New Avenues and an Authorization for Release of Information for the exchange of information between the Provider and the Company.

New Avenues acts solely in the role of facilitating referrals and communication regarding a fitness-for-duty referral(s). The Company is solely responsible for any actions taken or decisions made regarding the employee's status for returning to work, accommodation, and conditions of employment or employment actions. New Avenues does not assume responsibility and the Company agrees it will not hold New Avenues responsible for the findings, assessment, treatment recommendation(s), treatment, outcomes, determinations, or any other actions or inactions taken by the Provider performing the fitness-for-duty

assessment. The Company further agrees that New Avenues is not responsible and will not hold it responsible for any action(s) taken by the Company as a result of the Evaluator's report.

The professional fees for the fitness-for-duty assessments vary in price depending on the professional and the need for psychological testing, etc. Such evaluations are typically the financial responsibility of the employer unless the employer expects the employee to accept financial responsibility for such testing. Many of these evaluations may be covered through the employee's insurance program. We will provide these services as agreed upon in Exhibit A.

- H. Work-Life Services. New Avenues will provide access to the New Avenues Work-Life Resource Center web based program via our website at [www.NewAvenuesOnline.com](http://www.NewAvenuesOnline.com). We will provide these services as agreed upon in Exhibit A. The fee for The Work-Life Program is addressed in Section XII and consists of the following services.

#### **Fundamental Web**

- ❖ Web based online program for information, interactive assessments, articles on variety of health, wellness, family life and work related areas.
- ❖ News for You is a resource that provides topical information for monthly national themes as well as Social Justice, natural events such as Katrina, Colorado Wild Fires and more.
- ❖ Savings Center is a place where individuals can sign up for savings of up to 25% on thousands of types merchandise
- ❖ TaxSlayer is a web based tool for free federal tax preparation
- ❖ Searchable databases for schools, pet sitters, and volunteer opportunities.

#### **Complete Web**

Includes the Fundamental Web plus the following:

- ❖ Child/eldercare and educational resources listed on web
- ❖ Searchable databases for camps, older adult and adoption
- ❖ Legal/Financial Center provides access to legal and financial resources including NOLO WillMaker and links to CreditKarma and Mint.com.
- ❖ Relocation Center provides information on a community such as lists of schools, hospitals, and place of worship. It provides statistics on housing costs, types of housing, average age, income and more
- ❖ Online Seminars are monthly training seminars on a variety of topics from teens to financial planning

#### **Full Work-Life Resource & Referral Program**

Includes Complete Web, Telephonic Resource & Referral services for Work-Life (child/elder/daily living resource & referrals) plus the following:

- ❖ Live Connect Assistance is available on the web to connect immediately with a care consultant so they can assist the caller in identifying child and elder care, information on parenting, prenatal care, daily living assistance, wellness services, and more.

- ❖ Assisted Search is an online form on the website where an employee requests a child or adult/elder care or daily living search be completed by a care consultant
- ❖ Telephonic Access to consultants who will assist in finding resources for child or elder care services, daily living services such as entertainment, travel, pet services, home repair, moving and legal/financial/id recovery.
- ❖ Financial Assist Online information and telephonic consultation on budgeting, debt management, day-to-day financial planning, retirement planning, bankruptcy, first time home buyers, prevention of home foreclosure
- ❖ Legal Assist: Online information and in person or telephonic consultation for 30 minutes with network attorney, at no charge, and 25% discounts on fees for future visits
- ❖ Integrated ID Recovery consultation provides members with a toll-free, telephonic, unlimited consultations with an Accredited Financial Counselor (AFC) to objectively assess the member's situation, help the member create an action plan and provide knowledge and tools to implement that plan

I. Consultation of Department of Transportation (DOT) Substance Abuse Regulation. New Avenues can help the employer with several components of complying with the U.S. Department of Transportation requirements. The New Avenues staff can arrange training online or at the site with professionals who are experienced in training supervisors for DOT purposes including training on reasonable suspicion. We also can provide the human resource officer or other Company representative with a list of Substance Abuse Professionals (known as "SAP's") who have a recognized certification of qualification to conduct assessments under DOT regulations. This list may be given to human resource representatives or other Company representatives to assist employees who have tested positive for DOT drug/alcohol testing and who then are responsible to pursue assessment and/or treatment under the DOT regulations prior to returning to work. Costs of treatment, educational programs, Intensive Outpatient Treatment Programs, and self-help community groups are typically at the employee's expense. DOT regulations stipulate that the assessment and monitoring of compliance, as well as advisement of readiness to return to work must come directly from the SAP to the employer. DOT consultation to the employer (as described above) is at no charge. DOT training for supervisors will be billed at the workshop level dependent on the speaker's fees.

## V. **Communications Program**

In order to promote and further educate your employees about EAP services, New Avenues has the following available:

- ❖ We will provide three wellness articles to promote the program through our monthly electronic newsletters: NewsYouCanUse, Wellness Poster and Completely Well.
- ❖ We have an extensive list of possible workshops for employees and managers that we can provide for an additional fee.
- ❖ New Avenues wallet cards and introductory EAP brochures customized with your logo upon request.
- ❖ EAP Introductory letter to be sent by mail or electronically.

## **VI. Reports**

- A. A Utilization Report summarizing program usage will be provided as described in Exhibit A and includes the following information:
- ❖ Number of employees or dependents calling for EAP services
  - ❖ Number of EAP visits authorized by New Avenues
  - ❖ Number of new employees or dependents using the EAP as verified by claim
  - ❖ Number of EAP visits used as verified by claims
  - ❖ Annual Projected Utilization
  - ❖ Current Utilization, YTD
- B. The Client Satisfaction Report will provide you with survey results annually. These anonymous results are gathered from employees or their family members following their counseling services.

## **VII. Audit**

You have the right to retain an independent audit firm (to ensure compliance with employee confidentiality) to audit your utilization results.

## **VIII. Professional Liability Insurance**

New Avenues' staff is covered by a \$1,000,000/\$3,000,000 professional liability policy. New Avenues shall maintain such malpractice liability insurance for New Avenues and its employees that covers all services to be provided by New Avenues under this contract. New Avenues will use its best efforts to require any subcontractors, including all professionals providing services under this Agreement, to maintain such professional liability insurance for themselves.

## **IX. Confidentiality**

New Avenues shall keep confidential all information or data regarding the Company's operations including, but not limited to, operating results and methods of operation that may be made known to New Avenues in the course of its performance of services under this contract.

New Avenues' Privacy Policy for client services is that the EAP will not provide information about a client using the service to anyone outside of the EAP without the client's written authorization unless we are required to by law including without limitation:

- ❖ When the client has made a serious threat of harm to themselves (i.e. suicide),
- ❖ When the client has made a serious threat of harm against another person,
- ❖ When there is suspicion of abuse or neglect of a child, elderly or disabled person.

New Avenues has policies and procedures that, to the greatest extent possible, conform to the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). In addition, treating providers are subject to the privacy and security requirements of HIPAA. As a result, your access to information about our clients is substantially limited.

A client's participation in the EAP is confidential; the employer will not receive the client's name or any information that would identify the client unless the client gives written consent. Each client will be asked to sign a New Avenues' EAP "Statement of Understanding" which will explain our privacy policy.

Since maintaining confidentiality, a professional responsibility of New Avenues, is the basis for employees' trust and future use of our services, and since utilization of this program is in the Company's best interest, we will only supply you with client names when we have a signed

“Authorization and Consent to Release Information” form. Without such a release our policy states there will be no disclosures, except as required by law.

**X. Limitation of Liability**

New Avenues shall defend, indemnify, and hold harmless the Company, its officers, agents and employees against all damages, claims or liabilities, and expenses (including attorney’s fees) arising out of or resulting in any way from New Avenues’ performance of services under this contract (subject to the limitations set forth in the various sections of this contract) or from any act or omission of New Avenues or its employees. This indemnification shall not apply to any damages, claims, liabilities or expenses resulting from any negligent, reckless or intentional act or omission of the Company to the extent such act or omission is responsible for damages, claims, liabilities or expenses incurred.

**XI. Program Cost**

A. The charge for the EAP A La Carte program is based on an Administrative Fee. The Administrative Fee is based on projected employee and family member utilization per year. Professional fees for services are charged when utilized as described in Exhibit A.

B. New Avenues Work-Life Resource Center services:

1. Fundamental Web Work-Life Program: We will provide services as described in Section IV.H. as agreed upon in Exhibit A.
2. Complete Web Work-Life Program: We will provide services as described in Section IV.H. as agreed upon in Exhibit A. (Optional enhancement that may be added).
3. Full Work-Life Resource & Referral Work-Life Program: We will provide services as described in Section IV.H. as agreed upon in Exhibit A. (Optional enhancement that may be added).

**XII. Payment**

A. All monthly payments, including the first month of service delivery, must be received in advance prior to the first day of each month. Additional fees will be billed as services are utilized.

B. It is necessary for New Avenues to receive, no later than the 15th of each month, a current file of the Company’s employee roster to provide accurate eligibility information to employees who call for services.

**XIII. Renewal and Termination**

This Agreement will become effective when signed by the Company and accepted by New Avenues (the “Effective Date”). Unless terminated for cause (as provided below), this Agreement will continue for an initial term (the “Initial Term”) of one year beginning with the Effective Date, and thereafter shall automatically renew for successive XX year terms (each such period, a “Renewal Term”), unless terminated by any party giving written notice of non-renewal at least ninety days prior to the last day of the then current term to each other party hereto.

If the Company or New Avenues chooses not to renew this contract at the end of the contract year, or if either wishes to renegotiate any of its provisions, that party will provide to the other party at its corporate address, 90 days in advance of contract expiration, written notice of such intentions. If this contract is not terminated as provided above and had not been renewed prior to contract end, it will automatically renew on an annual basis, and both parties agree to provide to the other written notice, at least 90 days in advance, unless circumstances occur beyond control of either party, of the renewal contract’s year end, of an intent to terminate at that year’s end.

Notwithstanding the foregoing, if either party breaches a material obligation of this Agreement and fails to correct such breach within thirty (30) days after receiving written notice of the breach, then the other party shall have the immediate right to terminate this Agreement upon written notice. The Company's obligation to pay all charges that have accrued prior to termination will survive any termination of this Agreement.

In addition, upon termination of this Agreement, New Avenues will not be responsible for maintaining copies of records relating to the provision of services under this Agreement. New Avenues may dispose of the Company's records and data unless previously directed in writing by the Company. The Company will reimburse New Avenues for the cost of producing any information in New Avenue's possession or control relating to services provided under this Agreement.

#### **XIV. Amendment**

The parties may amend this Agreement at any time upon mutual agreements; provided, however, that any amendment to this Agreement must be in writing and signed by authorized representatives of both parties. In the event of a change in Federal or state laws or regulations affecting the services provided under this Agreement, New Avenues may amend this Agreement upon thirty (30) days prior written notice to the Company. In addition, after the Initial Term, New Avenues may increase its fees upon thirty (30) days written notice to the Company. Upon notification of an amendment to this Agreement or a change in fees, the Company may terminate this Agreement upon thirty (30) days prior written notice to New Avenues.

#### **XV. Intellectual Property**

All materials, including but not limited to forms, brochures, posters and on-line content ("Materials") furnished by New Avenues to the Company are granted pursuant to a personal, non-transferable and non-exclusive license to use the materials solely for the Company's performance of its obligations under this Agreement or to facilitate New Avenue's performance of its obligations under this Agreement. The Company shall not have the right to copy, distribute, reproduce, alter, display, or use the Materials or any New Avenues trademarks for any other purpose. The Company agrees that it will keep the Materials confidential and will use commercially reasonable efforts to protect the contents of Materials from unauthorized use. The license to use the Materials shall end upon termination of this Agreement. Upon termination of this Agreement, the Company shall destroy the Materials or, if requested by New Avenues, return them to New Avenues.

#### **XVI. Notices**

All notices, requests and communications to either party, related to this Agreement or significant changes effecting the implementation of this Agreement, or scope and service, shall be in writing (including faxes or similar writing) and shall be given to the party at its respective address identified on the signature page of this Agreement or to such other address or fax number as either party may hereafter specify by notice to the other party. Each notice, request or communication shall be effective upon receipt, provided that if the day of receipt is not a business day, then the notice shall be deemed to have been received on the next succeeding business day.

**XVII. General Provisions**

- A. This Agreement and the parties’ rights and obligations shall be governed and construed pursuant to the laws of the State of Indiana. The Company consents to be subject to the jurisdiction of the state or federal courts located in Indiana.  
New Avenues, Inc. utilizes the U.S. Department of Homeland Security’s E-Verify program for the purposes of determining the employment eligibility status of all new employees.
- B. The Company may not assign this Agreement without New Avenues’ prior written consent, which consent shall not be unreasonably withheld.
- C. No action under this Agreement may be brought by the Company more than two years after the cause of action has accrued.
- D. This Agreement constitutes the entire Agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous Agreements and understandings regarding the subject matter hereof, whether written or verbal.

**XVIII. Rules of Construction**

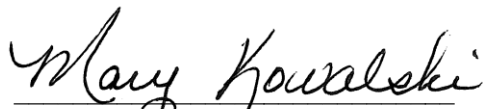
For ease of reference, in this Agreement:

- A. The word “will” may be used as a substitute for the word “shall” but nonetheless is intended to be mandatory.
- B. “We,” “us” or “our” may be used to refer to New Avenues.
- C. “You” or “Your” may be used to refer to the Company.

The following parties agree to the above terms of this contract and the contract is to be in full force and in effect on **January 1, 2023**.

**ACCEPTED:**

**ACCEPTED:**



Mary Kowalski, LCSW  
Chief Executive Officer

\_\_\_\_\_

Signature

November 17, 2022 \_\_\_\_\_

Date

Jeremy P. Stutsman \_\_\_\_\_

Print Name

New Avenues, Inc.  
300 South St. Louis Boulevard  
Suite 200  
South Bend, IN 46617

Mayor, City of Goshen, Indiana \_\_\_\_\_

Title

\_\_\_\_\_/\_\_\_\_\_/2022 \_\_\_\_\_

Date

Mailing Address:  
P.O. Box 360  
South Bend, IN 46624

City of Goshen – City Building  
204 E Jefferson St. Ste 3  
Goshen, IN 46526

**Exhibit A: EAP A la Carte Service**

The **CompanyName**'s employees at the following locations

1.

have the following employee assistance services available.

<b>EAP A la Carte Service based upon 198 employees</b>	<b>Program Cost based upon a one year contract</b>
Administrative Services	Administrative Fee of \$168.00/month plus Professional Fees for services as incurred.
Self-referred Short Term Counseling We will provide annually 6 EAP visits per employee and their eligible family members, (6 sessions per family) (refer to addendum: Definition of EAP Eligibility). Employees and eligible family members will have access to Structured Telephonic Counseling via the New Avenues website NewAvenuesOnLine.com.	\$90 per clinical hour billed to employer upon utilization. (See Section IV. A. of contract for explanation.)
EAP Employee Orientation Training	Included. (See Section III. B. of contract for explanation.)
EAP Supervisory Orientation Training	Included. (See Section IV. B. of contract for explanation.)
Trainings, Workshops and Seminars	Hours may be purchased as needed. Fees are determined by the type and extent of the service requested, plus mileage. (See Section IV. C. of contract for explanation.)
Telephonic Consultation	Included. (See Section IV. D. of contract for explanation.)
Onsite Consultation, Mediation, and Conflict Resolution	Hours may be purchased as needed. Fees are determined by the type and extent of the service requested, plus mileage. (See Section IV. D. of contract for explanation.)
Focus On Success Management Referral Program	\$100/session. 3 months of case management. \$200/month for case management beyond 3 month period. (See Section IV. E. of contract for explanation.)
Critical Incident Response	Hours may be purchased as needed for \$200/hour plus mileage per professional upon utilization. (See Section IV. F. of contract for explanation.)



EAP A la Carte Service based upon 198 employees	Program Cost based upon a one year contract
Fitness-for-Duty Evaluations	\$500-\$1500/visit for psychological or psychiatric evaluations. – Professional fees vary with practitioner, number of visits, amount and type of testing, and setup fee. Any specialized testing or evaluation fees over \$1500 will be discussed with the employer.  \$200/month for ongoing case management. (See Section IV. G. of contract for explanation.)
New Avenues Work-Life Resource Center	Fundamental Web Work-Life Program: <b>Included.</b> Complete Web Work-Life Program Optional: \$.35 PEPM –Not selected Legal/Financial/ID Work-Life Program Optional: \$.40 PEPM –Not selected Full Work-Life Program Optional: \$.45 PEPM –Not selected (See Section IV. H. of contract for explanation.)
Communication Program: monthly posters, website, electronic newsletter	Included, posters monthly to all locations (See Section V. of contract for explanation).
EAP brochures	Included.
Utilization Reports	Included annually. (See Section VI. A. of contract for explanation.)
Client Satisfaction Reports	Included annually. (See Section VI. B. of contract for explanation.)
Mileage	Current Federal Standard Business Mileage Rate (Refer to <a href="http://www.irs.gov">www.irs.gov</a> for the current rate.)



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

December 5, 2022

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2022-37 - Declaring Surplus and Authorizing the Disposal of Personal Property

The Wastewater Treatment Plant wishes to dispose of a sampler that no longer works properly. It is intended to recycle the batteries. Resolution 2022-37 is to declare the property as surplus and authorize its disposal in accordance with the provisions of Indiana Code § 5-22-22-8 by demolishing or junking property that is worthless or of no market value.

**Suggested Motion:**

**Move to pass Resolution 2022-37 - Declaring Surplus and Authorizing the Disposal of Personal Property.**

**Goshen Board of Public Works and Safety  
Resolution 2022-37**

**Declaring Surplus and Authorizing the Disposal of Personal Property**

WHEREAS the Wastewater Treatment Plant has personal property that is no longer needed or is unfit for the purpose for which it was intended and wishes to dispose of the personal property.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

1. The Isco 602954001 Model GLS Sampler Controller is declared as surplus property ("Surplus Property").
2. Authorization is given to dispose of the Surplus Property in accordance with the provisions of Indiana Code § 5-22-22-8 by demolishing or junking Surplus Property that is worthless or of no market value. Further, the Wastewater Treatment Plant shall donate the Surplus Property, or components of the property, for recycling where possible.

PASSED by the Goshen Board of Public Works and Safety on December \_\_\_\_\_, 2022.

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

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

\_\_\_\_\_  
DeWayne Riouse, Member

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

\_\_\_\_\_  
Barb Swartley, Member



## 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)

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms  
**Subject:** Resolution number correction  
**Date:** December 5, 2022

On November 21, 2022 this Board approved Resolution 2022-28 Authorizing the Purchase of New Warning Siren to be Installed at 29<sup>th</sup> Street and Resolution 2022-29 Authorizing the Purchase of Outdoor Warning System Software Upgrades. However, Resolution Nos 2022-28 and 2022-29 were previously adopted by the Board for other purposes.

To avoid this duplication, it is requested that the Board assign Resolution 2022-34 to Authorizing the Purchase of New Warning Siren to be Installed at 29<sup>th</sup> Street and 2022-35 to Authorizing the Purchase of Outdoor Warning System Software Upgrades.



**Legal Department  
CITY OF GOSHEN**

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

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

December 5, 2022

**To:** Board of Public Works and Safety  
**From:** Legal Department  
**Subject:** American Rescue Plan Act (ARP) Grants – Goshen Public Library

On March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021, (“ARPA” or the “Act”), establishing the Coronavirus State and Local Fiscal Recovery Funds program (hereafter the “ARP Funding”). The City has received a total allocation of ARP Funding, in the amount of \$6,692,508 and intends to allocate a portion of its ARP Funding to assist non-profit organizations within the City, and nearby communities, that have suffered negative economic impacts as a result of the COVID-19 pandemic in accordance with all federal, state, and local guidelines regarding the usage of ARP Funding.

The Goshen Public Library is our final non-profit organization that has applied for, and met all requirements, to be a recipient of funds from this ARP Fund.

An agreement for this organization has been prepared and is now before this Board for approval, and request that Mayor Stutsman be authorized to execute the same.

**Suggested Motion:** Move that the Board approve, and authorize Mayor Stutsman to execute, the agreement for the Goshen Public Library awarding \$100,000 from the City’s American Rescue Plan Fund.

**CITY OF GOSHEN, INDIANA**  
**ARP SUB-RECIPIENT AGREEMENT**

With

**Goshen Public Library**

To Perform/Provide projects, programs, and/or services falling within one of the four enumerated eligible uses of ARP Funding that directly address a negative economic impact of the COVID-19 public health emergency.

This ARP Sub-Recipient Agreement (“Agreement”), entered into by and between the City of Goshen, Indiana (“the City”) and **Goshen Public Library** (“Recipient”), is executed pursuant to the terms and conditions set forth herein.

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (“ARPA” or the “Act”), and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds program (hereafter the “ARP Funding”); and

WHEREAS, on May 10, 2021, the United States Department of the Treasury (“U.S. Treasury”) published guidance regarding the allowable usage of the ARP Funding to be disseminated to local governments in accordance with the Act; and

WHEREAS, the City has received a total allocation of ARP Funding, as published by the U.S. Treasury, in the amount of \$6,692,508; and

WHEREAS, the City receipted the first fifty percent (50%) of its ARP Funding allocation (\$3,346,254.00) on May 19, 2021; and

WHEREAS, the City receipted the second fifty percent (50%) of its ARP Funding allocation (\$3,346,254.00) on June 6, 2022; and

WHEREAS, on June, 10, 2022, Treasury released the updated Compliance and Reporting Guidance for the Funding Program. The guidance provides additional detail and clarification for each recipient’s compliance and reporting responsibilities, and should be read in concert with the Award Terms and Conditions, the authorizing statute, the final rule, and other regulatory and statutory requirements; and

WHEREAS, in an effort to provide additional guidance regarding the eligible uses of ARP Funding, the U.S. Treasury published a document containing answers to Frequently Asked Questions regarding Coronavirus State and Local Fiscal Recovery Funds as of July 19, 2021 (hereinafter “FAQ”); and

WHEREAS, Section 2.8 of the FAQ states that recipients must demonstrate that funding uses directly address a negative economic impact of the COVID-19 public health emergency, including funds used for economic or workforce development; and

WHEREAS, pursuant to §602(c) of the Act, ARP Funding may be used for projects or programs within the following categories, to the extent authorized by law:

1. To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
2. To respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers;
3. For the provision of government services to the extent of the reduction in revenue due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

WHEREAS, the City intends to allocate a portion of its ARP Funding to assist non-profit organizations within the City that have suffered negative economic impacts as a result of the COVID-19 pandemic in accordance with all federal, state, and local guidelines regarding the usage of ARP Funding; and

WHEREAS, the Recipient, a non-profit entity, submitted a written request to the City for One Hundred Thousand Dollars (\$100,000) in ARP Funding to support a project and/or program related to the economic recovery from the COVID-19 public health crisis; and

WHEREAS, the City and Recipient desire to enter into this Agreement.

NOW, THEREFORE, in consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. OVERVIEW**

A. **DEFINITIONS.** The definitions in 2 CFR §200.1 are hereby incorporated into this Agreement.

B. **ROLES.** For the purposes this Agreement, the City serves as the pass-through entity for a Federal award and the Recipient serves as the subrecipient of a sub award. 2 C.F.R. §200.1

C. SOURCE OF GRANT FUNDING. This Agreement is funded by a portion of the \$6,692,508 in ARP Funding allocated to the City pursuant to ARP §603.

D. AUTHORITY. This Agreement is issued under section 602(c)(3) of the Act and subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG).

E. NOTICES. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

Notices to the City shall be sent to:

City of Goshen  
Attn: Legal City  
204 E. Jefferson Street  
Goshen, IN 46526  
[bodiestegelmann@goshencity.com](mailto:bodiestegelmann@goshencity.com)

Notices to the Recipient shall be sent to:

**Goshen Public Library**  
**Attn: Ann-Margaret Rice**  
**601 South 5<sup>th</sup> Street**  
**Goshen, IN 46526**  
**amrice@goshenpl.lib.in.us**

**2. ARP FUNDING AWARDED TO RECIPIENT (the “Funding” or “Grant”)**

A. PURPOSE. The purpose of this Agreement is to enable the City to award ARP Funding, in the amount of One Hundred Thousand Dollars (\$100,000), to the Recipient for eligible costs of the proposed projects or programs described in Recipient’s ARP Nonprofit Fund Grant Application for Program Year 2022 dated **November 22, 2022** (hereafter the “Grant Application”), a copy of which is attached hereto as EXHIBIT “A” and incorporated by reference herein (the “Project”).

**3. EFFECTIVE DATE & PERIOD OF PERFORMANCE**

A. EFFECTIVE DATE. This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated by the City in writing (the “Effective Date”).

B. PERIOD OF PERFORMANCE. The period of performance for this award begins on the date hereof and ends consistent with the project/program timeline set forth in ¶5 of the Recipient’s Grant Application.

**4. SCOPE OF FUNDED ACTIVITIES (the “Project”)**

A. LIMITATIONS ON USE OF ARP FUNDS. The Recipient shall ensure that all expenditures utilizing ARP Funding received in accordance with this Agreement may only be used in compliance with section 602(c) of the Act and shall be limited to only those eligible services outlined in Section 2.8 of the U.S. Treasury ARP FAQ, which states that recipients must demonstrate that funding uses directly address a negative economic impact of the COVID-19 public health emergency. Recipient must use ARP Funding for the Project described in Recipient’s Grant Application to the City.



**5. SYSTEM FOR AWARD MANAGEMENT PROFILE (“SAM.gov”)**

A. SAM.GOV PROFILE. Recipient shall register and maintain an updated profile on the U.S. Government’s official website and System for Award Management (SAM.gov).

**6. FUNDING DISBURSEMENT, PAYMENT OF COSTS & CANCELLATION**

A. DISBURSEMENT OF FUNDING. The disbursement of ARP Funding awarded to the Recipient shall not be made until forty-five (45) days after this Agreement has been fully approved by the City and executed by the parties. If advance or lump payment of all or a portion of the funds is not prohibited by statute or regulation, and the City 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. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. SEPARATE FUND REQUIRED. ARP Funding must be received into its own separate fund and not comingled with funding from any other source. Recipient is required to have sufficient internal controls over all transactions in place by establishing separate funds and maintaining records with detailed comments that provide audit trails, appropriate approvals, etc.

C. PRE-AWARD & ADMINISTRATIVE COSTS. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this Grant. Recipient may use the Funding to cover both direct and indirect costs.

D. FUNDING CANCELLATION. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

E. LOSS OR REDUCTION OF FUNDING. The City, at its sole discretion upon written notice to the Recipient, may terminate or reduce the scope of this Agreement if any funding sources are eliminated or reduced for any reason or the Project is not eligible for ARP Funding.

**7. PROJECT MONITORING & REPORTING**

A. PROJECT MONITORING BY THE CITY. The City may conduct on-site or off-site monitoring reviews of the Project during the term of this Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Recipient shall extend its full cooperation and give full access to the Project site and to relevant documentation to the City or its authorized designees for the purpose of determining, among other things:

1. whether Project activities are consistent with those set forth in the Recipient’s Grant Application;
2. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Recipient’s Grant Application and that unpaid costs have been properly accrued; and
3. that Recipient 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 Agreement and are fully and accurately reflected in Project reports submitted to the City.

B. REPORTING REQUIREMENTS. Recipient agrees to cooperate with the City and comply with any reporting obligations established by Treasury as they relate to this award. Recipient also agrees to comply with any reporting requirements established by the State of Indiana.

## **8. MAINTENANCE OF AND ACCESS TO RECORDS**

A. MAINTENANCE OF RECORDS. The Recipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

B. AUDITS AND ACCESS TO RECORDS. Records maintained pursuant to this Agreement shall be subject to inspection, review, and audit by the City or its designees, and the US Treasury for five (5) years following termination of this Agreement. Recipient may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of five (5) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

C. REIMBURSEMENT OF UNALLOWABLE COSTS. If it is determined during the course of the audit that the Recipient was reimbursed for unallowable costs under this Agreement or any, the Recipient agrees to promptly reimburse the City for such payments upon request.

## **9. BREACH, DEFAULT & TERMINATION**

A. TERMINATION FOR CAUSE. The City may terminate this Agreement for cause. Cause may include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, or failure to comply with any of the requirements of this Agreement. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend payments under this Agreement until such time as all material breaches are cured to the City's satisfaction.

B. TERMINATION FOR CONVENIENCE. Unless prohibited by a statute or regulation relating to the Grant under this Agreement, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be affected by delivery to the Recipient of a Termination Notice, specifying effective date of termination and extent of termination. The Recipient shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

## **10. COMPLIANCE WITH APPLICABLE LAWS & REGULATIONS**

A. **EVOLUTION OF ARP GUIDANCE FROM THE U.S. TREASURY.** The City may request additional information from the Recipient, as needed, to meet any additional guidelines regarding the use of ARP Funding that may be established by the U.S. Treasury during the scope of this Agreement.

B. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** The Recipient shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA. Specifically, but not limited to, Recipient shall with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Grant.

1. The Recipient warrants that the Recipient 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 any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further opportunities with the City under this program.
2. The Recipient affirms that, if it is an entity described in Indiana Code Title 23, it is properly registered, and owes no outstanding reports to the Indiana Secretary of State.
3. As required by Ind. Code §5-22-3-7: The Recipient and any principals of the Recipient certify that:
  - a. the Recipient, except for *de minimis* and nonsystematic violations, has not violated the terms of:
    - i. Ind. Code §24-4.7 [Telephone Solicitation of Consumers];
    - ii. Ind. Code §24-5-12 [Telephone Solicitations]; or
    - iii. Ind. Code §24-5-14 [Regulation of Automatic Dialing Machines];in the previous **three hundred sixty-five (365) days**, even if Ind. Code §24-4.7 is preempted by federal law; and
  - b. the Recipient will not violate the terms of Ind. Code §24-4.7 for the duration of this Agreement, even if Ind. Code §24-4.7 is preempted by federal law.
  - c. The Recipient and any principals of the Recipient certify that an affiliate or principal of the Recipient and any agent acting on behalf of the Recipient or on behalf of an affiliate or principal of the Recipient, except for *de minimis* and nonsystematic violations,
    - i. has not violated the terms of Ind. Code §24-4.7 in the previous three hundred sixty-five (365) days, even if Ind. Code §24-4.7 is preempted by federal law; and

- ii. will not violate the terms of Ind. Code §24-4.7 for the duration of this Agreement even if Ind. Code §24-4.7 is preempted by federal law.

C. EMPLOYMENT ELIGIBILITY VERIFICATION. As required by Ind. Code §22-5-1.7, Recipient hereby swears or affirms under the penalties of perjury that:

1. The Recipient has enrolled and is participating in the E-Verify program;
2. The Recipient has provided documentation to the City that it has enrolled and is participating in the E-Verify program;
3. The Recipient does not knowingly employ an unauthorized alien.
4. The Recipient shall require its contractors who perform work under this Agreement to certify to Recipient 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 Recipient shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

D. NONDISCRIMINATION. Pursuant to the Indiana Civil Rights Law, specifically including Ind. Code §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 Recipient covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Recipient certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

## **11. DEFENSE & INDEMNIFICATION**

A. DUTY TO DEFEND. The Recipient, at its sole cost and expense, shall defend the City of Goshen, their officials, employees, and agents (collectively, Indemnitees) from and against all claims/demands, allegations, lawsuits, or any other action (Claim or Claims) arising or allegedly arising from the Recipient's or its contractor's, subcontractor's: (1) use of Grant funds; (2) negligence; (3) wrongful act or omission; (4) breach/default of this Agreement; and/or (5) any other failure to follow the terms and conditions of this Agreement.

B. DUTY TO INDEMNIFY. The Recipient shall indemnify the Indemnitees against losses, liabilities, damages, judgments, settlements, penalties, fines, attorney/expert fees, expenses, interest, or fees, including the reasonable cost of investigation, defense, settlement, accounting, reporting and any advance of an expense or fee arising from the Claims.

C. NOTICE OF CLAIM. The City shall give the Recipient prompt notice of any Claim, and at Recipient's expense, the City shall cooperate in the defense of the matter. The Recipient acknowledges that the Goshen City Attorney may participate in an action involving the City of Goshen.

D. SURVIVAL. The duties to defend and indemnify survive termination or expiration of this Agreement.

## **12. REPRESENTATIONS AND WARRANTIES**

A. ELIGIBILITY. The Recipient expressly represents and warrants to the City that it is statutorily eligible to receive these funds and that the information set forth in its Grant Application to the City is true, complete, and accurate.

B. REPAYMENT. The Recipient expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its application to the City.

C. DEBARMENT. By entering into this Agreement, Recipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, 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 Recipient.

D. AUTHORIZATION. Recipient signing below warrants to the City that they have the full power and authority to execute this Agreement on behalf of the Recipient for whom they sign.

## **13. GENERAL CONDITIONS**

A. CONFLICTS OF INTEREST. Recipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

B. HATCH ACT. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

C. FALSE STATEMENTS. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

D. GOVERNING LAW. This 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 Elkhart City, State of Indiana.

E. CONTRACTING WITH RELATIVES. Pursuant to Ind. Code §36-1-21, if Recipient is wholly or partially owned by a relative of an elected official of the City Recipient certifies that Recipient has notified in writing both the elected official of the City and the City's legal department prior to entering into this contract that an elected official of the City is a relative of an owner of Recipient.

F. ORDER OF PRECEDENCE. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Recipient's application to the City.

G. NON-COLLUSION, ACCEPTANCE. The undersigned individual signing on behalf of the Recipient attests, subject to the penalties for perjury, that the undersigned is the Recipient or a properly authorized representative, agent, member, or officer of the Recipient. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Recipient, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

H. FORCE MAJEURE. Neither party will be liable for any failure or delay in performing its duties in this agreement due to Force Majeure Events. "Force Majeure Event" means an event or circumstance beyond a party's reasonable control, such as natural catastrophes and acts of terrorism or war, and the consequences of that event or circumstance. Force Majeure Events do not include labor unrest, price increases, or changes in general economic conditions. If a Force Majeure Event continues for 30 days, the other party may terminate this agreement or suspend payments while the event continues.

I. SEVERABILITY. If any portion of this Grant Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.

J. NO WAIVER OF BREACH. No failure on the part of the City to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the City at law or in equity.

K. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the City and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

L. AMENDMENTS. No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties.

M. NO ASSIGNMENT, TRANSFER, OR SUBCONTRACTING. The Recipient shall not assign or transfer any of its interests in or delegate any of its obligations under this Agreement without the prior written consent of the City.

**IN WITNESS WHEREOF**, Recipient and the City have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

**CITY OF GOSHEN  
(the “City”)**

**GOSHEN PUBLIC LIBRARY  
(“Recipient”)**

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

Jeremy P Stutsman, Mayor

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

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

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

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

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

**EXHIBITS:**

**EXHIBIT “A” - Application & Corresponding Documents**



**American Rescue Plan (ARP): Nonprofit Fund  
Grant Application for Program Year 2022**  
(Attach additional sheets if space provided is not adequate.)

Applications available: Tuesday, February 15, 2022 **Applications due: Thursday, March 15, 2022**  
Please submit application by email or hard copy one signed original, with attachments to:

Gregory Imbur, 202 S. Fifth, Goshen, IN 46528 [gregorvimbur@goshencity.com](mailto:gregorvimbur@goshencity.com) Call 537-3828 with questions.

**American Rescue Plan: Nonprofit Fund Grant Priorities**

Each investment proposal of \$25,000 or less must meet one of the following priorities:

1. Relates to ARP public health services, negative economic impacts, services to disproportionately impacted communities, and possibly other expenditure categories identified by the U.S. Treasury.
2. Meets an urgent community need, especially food insecurity, homelessness, or health-related needs.
3. Addresses public health services, negative economic impacts, or some other urgent community need.

If a grant is awarded, ARP funds for nonprofits may be dispersed after July 1, 2022. If a grant is awarded, claims will be paid only after a signed grant agreements has been formally approved by the Board of Public Works. Money must be spent by 12/31/2024, and annual grant reporting is required as well.

Organization: Goshen Public Library

Organization Address: 601 S. 5th St., Goshen, IN 46526

Mailing Address: 601 S. 5th St., Goshen, IN 46526

Contact Person: Ann-Margaret Rice

Phone Number: 574-533-9531

Email address: amrice@goshenpl.lib.in.us

Project Title: The GPL Internet and Connectivity Project

ARP Fund, grant amount requested: \$100,00

Expected number of individuals to benefit from this project: 38,000+



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

The GPL Internet and Connectivity Project seeks to use ARP grant funding to add and improve technology offerings that provide needed access to government, business and educational services to those residing in Elkhart Township and beyond. This project includes transitioning the public computer stations toward a more flexible user experience by adding laptops and other similarly hand-held devices; replacing existing computers; strengthening and extending wireless access, improving the patron experience for scanning, faxing, and printing; enhancing STEM and early childhood literacy resources through the addition of new digitally-based interactive product lines.

Oversight for the project will be the responsibility of the Technology and Digital Literacy Specialist, the Head of Support Services, and the Library Director with input from other library staff and outside consultants as needed. Work to implement this project will commence in 2023 and last into 2024 with project completion ahead of the required 12/2024 deadline imposed by the grantmaker.

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

Item Description	Total Amount	ARP Nonprofit Funds Sought	Other Funding Sought or Secured
Computers, software and accessories	\$54,971	\$53,000	N/A
Computer management hardware, software and accessories	\$7,036	\$7,000	N/A
Printing, faxing and scanning hardware, software and accessories	\$18,900	\$18,000	N/A
Wireless connectivity, networking, and accessories	\$13,550	\$13,000	N/A
Children's educational computers, software and accessories	\$9,040	\$9,000	N/A
<b>TOTALS</b>	<b>\$103,497</b>	<b>\$100,000</b>	

(See attachment 1 for details)

**3. List the source and amount of other sources of funding, including matching funds and in-kind contributions, expected to be used to support this project. For in-kind contributions, such as volunteer labor, please include the number of hours and dollar value of the volunteer hours.**

No library operating funds, gift funds or other would be used to directly supplement the purchase of items listed above. Items listed will be solely funded through this ARP grant.

It is anticipated that library funds, along with resources from the Friends of Goshen Public Library, will be secured to purchase any needed furniture to support these new offerings (listed above), to market the new technologies being made available, and to develop digital literacy programming to support members of the community impacted by the pandemic as they seek to use these new and upgraded technology resources.

**4. Describe how project relates to ARP public health services, negative economic impacts, services to disproportionately impacted communities, or meets an urgent community development need.**

Very early in the pandemic Goshen Public Library committed to offering essential services to the community. The use of computer equipment for job searching, public benefits filing, and more was made available. The public had access to copy, print, and fax via appointments. The library extended the WiFi signal to the parking lot giving students Internet access to complete school assignments. The library also served as a point of reliable information regarding the pandemic and resources that were available for help. The pandemic reinforced what was already known: that free access to reliable information and technology to perform essential tasks related to family, health, education, and work are always necessary, but particularly critical in a time of crisis. This was especially true for those individuals and families who were without Internet service, who lost their jobs, and who relied upon public assistance programs for basic needs. While the library was able to offer these services throughout the crisis, it became apparent that upgrades to existing technologies, sourcing new technologies, and exploring new ways to reduce barriers and create greater access to technology was something the library and its patrons could benefit from. These grant dollars will provide necessary financial support to achieve greater digital equity among the Goshen community.

**5. What are the measurable goals and timeline for this project or program? How will you define and measure success?**

Measurable goals:

- Increase number of publicly available computers to patrons
- Increase mobility of computer usage and flexible work spaces
- Lengthen the End of Life time period of available computers, printers, scanners, public access catalogs (PACs) and access points
- Increase square footage of wireless coverage area for improved access both indoors and outdoors
- Increase the capabilities of self-service scanning and faxing stations
- Improve WiFi signal quality for more consistent access
- Add educational and interactive offerings for children

Objectives:

- Purchase and install 5 additional laptops and supporting equipment by the end of the 1st quarter in 2023 that will increase the quantity of computers available for public use from 23 to 28 and help determine patron need for laptops in the building.
- Purchase and install equipment by the end of the 2nd quarter in 2023 that will upgrade existing scanning equipment and increase scanning and faxing capacity and capabilities for patrons.
- Purchase and utilize 12 Launchpads by the end of the 2nd quarter in 2023 to serve as STEM and literacy tablets for children.
- Purchase an interactive touch table by the end of the 2nd quarter in 2023 to engage children in collaborative play and learning.
- Create procedures and spaces that allow patrons to check out laptops for use throughout the building by the end of the 2nd quarter in 2023.
- Replace 6 wireless access points as well as add 4 additional access points by the end of 2023 in order to replace End of Life hardware, improve signal quality and expand wireless access inside and outside of the building.
- Purchase and install supporting hardware and software for workstation management by the end of 2023.
- Replace 11 PAC computers by the end of 2023 in order to replace equipment that is no longer supported.
- Replace 23 aging public computers with newly purchased computers by the end of the 4th quarter in 2023 that are able to meet or exceed the needs of patrons accessing the Internet and library services for the next 5+ years.
- Purchase and install 12 additional computers by the end of the 1st quarter in 2024 that will increase the quantity of computers available for public use.
- Replace 13 public printers with newly purchased printers by the end of the 2nd quarter in 2024 that will be available to patrons using the public computers.

**Implementation timeline**

Implementation Activities	2023				2024			
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.
Purchase and install 5 additional laptops	x							
Purchase and install equipment for faxing and scanning		x						
Purchase and install 12 Launchpads		x						
Purchase an interactive touch table		x						
Create procedures and spaces that allow patrons to check out laptops		x						
Replace 23 aging public computers			x	x				
Purchase and install 10 wireless access points				x				
Purchase and install workstation management hardware and software			x	x				
Replace 11 PAC computers				x				
Purchase and install 12 additional computers					x			
Replace 13 public printers						x		

**6. Please describe the population who will benefit from this project or program. Include demographic information in this description (age, income, ethnicity, race, etc.)**

Goshen Public Library directly serves the residents of Elkhart Township. Resources used within the library and upon library property, however, are available to all users no matter their residency.

All patrons/visitors will have access to the technologies being offered through this grant. Those who might benefit most will include low-income families (approx. 40% of local students are eligible for free or reduced lunch), housing challenged families, those without Internet access (approx. 20% of our service population lacks access (2016-20) and likely a higher number of residents lack quality, high-speed Internet access), those who are without the ability to print, scan, fax from home, children and families seeking early literacy and STEM opportunities.

**Organizational Characteristics**

IRS nonprofit status: Governmental Entity

Years in operation: 120

Number of full-time paid staff: 19

Number of part-time paid staff: 24

Number of volunteer staff: 2

Number of Board members: 7

**Briefly describe the organization's structure, mission statement and services provided.**

Mission Statement: We enrich lives, create connections, provide equitable accessibility, cultivate community partnerships, nurture reading, and champion education and lifelong learning.

Vision Statement: We kindle educational curiosities, spark connections in the community, and ignite a lifelong love of learning.

The Goshen Public Library serves as a cornerstone for the residents of Elkhart Township (pop. approx. 38,000). The library was the first Carnegie funded library and the first public library in the State of Indiana. GPL has been operational for more than 100 years. Today, primary sources of funding for the library include property taxes and local income taxes. Goshen Public Library's present building was constructed in 1968 with its last major renovation and addition completed in 1994. Recently, the library contracted for a feasibility study to identify current and future needs in anticipation of the next building renovation. The most recent long-range plan was completed in 2020 and serves the library through 2025. During 2022 a new logo and branding launch in both English and Spanish was completed.

The library lends print, audio-visual, and digital materials. The library offers programming for children, young adults (teens), and adults designed to promote literacy, foster a love of learning, and create community connections. GPL staff also host and serve in a number of community outreach events each year. The library provides essential community services by offering access to the Internet, computers, as well as, print, fax, and scan services. The library serves as an institution for public good and is a trusted resource for reliable and factual information.

Goshen Public Library is a valued community partner committed to being a welcoming space for all, and ensuring that we mirror the values of our community through public service, social responsibility, and sustainability.

Please attach copies of the following documents to the original application. If any of the requested documents are not available, please attach an explanation. If you have previously submitted the requested documents, and there have been no changes, new copies are not required, but please indicate which documents have been previously submitted.

- a. Most recent Annual Report and Audit: see separate attachment
- b. Current fiscal year budget: see separate attachment
- c. Current list of Board of Directors:

Cody Newport  
Ruth Metcalfe  
Jacob Palcic  
Brad Mosness  
David Plank  
Marilyn Graber  
Kathy Meyer Reimer

**Certification Of Authorization To Submit This Application**

I (We) certify to the City of Goshen that the Board of Directors of the organization identified on page 1 of this application authorized the submission of this application.


Agency Director (Signature)

  
\_\_\_\_\_

Printed Name: Ann-Margaret Rice

Date: 11/22/2022

Chairperson, Board of Directors (Signature)

  
\_\_\_\_\_

Printed Name: Cody Newport

Date: 11/22/22

**Attachment 1**

Line item budget details:

<b>Item Description</b>	<b>Qty</b>	<b>Cost</b>	<b>Total Amount</b>
desktop computers	25	\$900	\$22,500
laptop computers	15	\$1,200	\$18,000
chromeboxes	11	\$300	\$3,300
chromebox management licenses	11	\$125	\$1,375
Workstation management server	1	\$6,000	\$6,000
Windows CALs licenses	50	\$17	\$850
Windows Server licenses	2	\$93	\$186
monitors (for desktops and chromeboxes)	30	\$170	\$5,100
printers (for public computers)	15	\$200	\$3,000
wireless multifunction printer (for printing downstairs)	1	\$3,500	\$3,500
Microsoft Office software	36	\$36	\$1,296
Disk protection software	40	\$25	\$1,000
laptop charging carts	2	\$1,200	\$2,400
Launchpads (STEM & literacy tablets)	12	\$170	\$2,040
ScanEZ (computer + software)	1	\$3,000	\$3,000
ScanEZ (computer + software + fax + scanners + payment kiosk)	1	\$9,000	\$9,000
color printer (for use /w ScanEZ)	1	\$400	\$400
wireless access points	10	\$950	\$9,500
PoE injector (power for access points)	10	\$125	\$1,250
wap cloud controller license	8	\$100	\$800
power and cabling for outdoor wireless access points	1	\$2,000	\$2,000
interactive touch table (for Children's Services)	1	\$7,000	\$7,000
<b>TOTALS</b>			\$103,497

# Annual Financial Report

## INDIANA Gateway for government units



Indiana State Board of Accounts

2021

GOSHEN PUBLIC LIBRARY

Elkhart County

Submitted on 2/28/2022 4:17:00 PM

Per [IC 5-11-1-4](#) every municipality and local government is required to provide electronically and in a manner prescribed by the state examiner, financial reports for the fiscal year not later than sixty days after the close of the fiscal year.

Completion and submission of the *Gateway Annual Financial Report* (AFR) will fulfill this requirement. This document comprises all of the report outputs generated by Gateway, based on the information entered by the government unit and submitted by the government official as stipulated in state law.



**Goshen Public Library, Elkhart County, Indiana  
Annual Financial Report - 2021  
Cash & Investments Combined Statement**

	Local Fund Number	Local Fund Name	Beg Cash & Inv Bal Jan 1, 2021	Receipts	Disbursement	End Cash & Inv Bal Dec 31, 2021
<b>Governmental Activities</b>	100	Operating	\$2,002,129.08	\$2,529,104.92	\$2,283,099.77	\$2,248,134.23
	200	Rainy Day	\$726,319.64	\$5,007.51	\$20,767.43	\$710,559.72
	276	Indiana Humanties Grant	\$0.00	\$9,549.00	\$350.00	\$9,199.00
	277	CFEC Grant	\$0.00	\$37,440.00	\$0.00	\$37,440.00
	300	Gift	\$510,294.73	\$50,631.98	\$74,597.00	\$486,329.71
	400	Payroll	\$3,181.05	\$1,146,261.39	\$1,146,671.85	\$2,770.59
	500	PLAC Fund	\$0.00	\$130.00	\$65.00	\$65.00
	600	Lirf	\$639,004.33	\$190,903.83	\$17,231.26	\$812,676.90
	700	Levy Excess Fund	\$486.42	\$0.00	\$486.42	\$0.00
	800	Withholding Fund	\$0.00	\$272,556.86	\$272,556.86	\$0.00
		<b>GRAND TOTAL</b>	<b>\$3,881,415.25</b>	<b>\$4,241,585.49</b>	<b>\$3,815,825.59</b>	<b>\$4,307,175.15</b>

**Goshen Public Library, Elkhart County, Indiana  
Detailed Receipts - 2021**

Governmental Activities	Operating	General Property Taxes	\$1,752,583.39
		County Adjusted Gross Income Tax (CAGIT) Certified Shares	\$608,606.04
		Financial Institution Tax distribution	\$7,216.67
		Vehicle/Aircraft Excise Tax Distribution	\$103,067.25
		Commercial Vehicle Excise Tax Distribution (CVET)	\$15,906.00
		<b>Total Taxes and Intergovernmental</b>	<b>\$2,487,379.35</b>
		Document and Copy Fees	\$12,576.88
		Other Charges for Services, Sales, and Fees/100.50.0230 - Non-Resident Card	\$7,746.00
		<b>Total Charges for Services</b>	<b>\$20,322.88</b>
		Other Fines and Forfeitures/100.50.0200 - Fines/Fees	\$15,097.31
		<b>Total Fines, Forfeitures, and Fees</b>	<b>\$15,097.31</b>
		Earnings on Investments and Deposits	\$4,002.71
		Transfers In - Transferred from Another Fund	\$486.42
		Other Receipts/100.50.0240 - Miscellaneous Income	\$1,780.38
		Other Receipts/100.50.0300 - State PLAC Distribution	\$35.87
		<b>Total Other Receipts</b>	<b>\$6,305.38</b>
		<b>Total Operating</b>	<b>\$2,529,104.92</b>
	Rainy Day	Earnings on Investments and Deposits	\$322.51
		Refunds and Reimbursements	\$4,685.00
		<b>Total Other Receipts</b>	<b>\$5,007.51</b>
		<b>Total Rainy Day</b>	<b>\$5,007.51</b>
	Indiana Humanities Grant	Grants and Distributions from Non-Governmental Entities	\$9,549.00
		<b>Total Other Receipts</b>	<b>\$9,549.00</b>
		<b>Total Indiana Humanities Grant</b>	<b>\$9,549.00</b>
	CFEC Grant	Grants and Distributions from Non-Governmental Entities	\$37,440.00
		<b>Total Other Receipts</b>	<b>\$37,440.00</b>
		<b>Total CFEC Grant</b>	<b>\$37,440.00</b>

Governmental Activities	Gift	Other Fines and Forfeitures/300.70.2018 - EPL Fines/Fees	\$1,709.98
	<b>Total Fines, Forfeitures, and Fees</b>		<b>\$1,709.98</b>
		Sale of Investments	\$350,482.37
		Earnings on Investments and Deposits	\$1,439.19
		Donations, Gifts, and Bequests	\$38,482.81
		Grants and Distributions from Non-Governmental Entities	\$9,000.00
	<b>Total Other Receipts</b>		<b>\$399,404.37</b>
	<b>Total Gift</b>		<b>\$401,114.35</b>
	Payroll	Earnings on Investments and Deposits	\$14.26
		Other Receipts/400.70.8010 - Payroll Deposit	\$1,146,247.13
	<b>Total Other Receipts</b>		<b>\$1,146,261.39</b>
	<b>Total Payroll</b>		<b>\$1,146,261.39</b>
	PLAC Fund	Statewide Library (PLAC) Card Receipts	\$130.00
	<b>Total Charges for Services</b>		<b>\$130.00</b>
	<b>Total PLAC Fund</b>		<b>\$130.00</b>
	Lirf	Sale of Investments	\$243,756.24
		Earnings on Investments and Deposits	\$903.83
		Transfers In - Transferred from Another Fund	\$190,000.00
	<b>Total Other Receipts</b>		<b>\$434,660.07</b>
	<b>Total Lirf</b>		<b>\$434,660.07</b>
	Withholding Fund	Payroll Fund and Clearing Account Receipts	\$272,556.86
	<b>Total Other Receipts</b>		<b>\$272,556.86</b>
	<b>Total Withholding Fund</b>		<b>\$272,556.86</b>
<b>Total Governmental Activities</b>			<b>\$4,835,824.10</b>

**Goshen Public Library, Elkhart County, Indiana  
Disbursements by Fund - 2021**

Governmental Activities	Operating	Salaries and Wages	\$1,062,765.33
		Employee Benefits	\$358,080.80
		<b>Total Personal Services</b>	<b>\$1,420,846.13</b>
		Office Supplies	\$4,909.61
		Operating Supplies	\$28,506.71
		Repair and Maintenance Supplies	\$11,888.94
		<b>Total Supplies</b>	<b>\$45,305.26</b>
		Professional Services	\$88,738.03
		Communication and Transportation	\$13,095.19
		Printing and Advertising	\$271.79
		Insurance	\$26,201.00
		Utility Services	\$118,825.24
		Repairs and Maintenance	\$52,507.79
		Rentals	\$6,984.18
		Other Services and Charges	\$1,500.00
		<b>Total Services and Charges</b>	<b>\$308,123.22</b>
		Machinery, Equipment, and Vehicles	\$1,837.72
		Books and Other Media	\$316,987.44
		<b>Total Capital Outlays</b>	<b>\$318,825.16</b>
		Transfer Out - Transferred To Another Fund	\$190,000.00
		<b>Total Other Disbursements</b>	<b>\$190,000.00</b>
	<b>Total Operating</b>		<b>\$2,283,099.77</b>
	Rainy Day	Improvements Other Than Buildings	\$20,645.61
		<b>Total Capital Outlays</b>	<b>\$20,645.61</b>

Governmental Activities	Rainy Day	Other Disbursements	\$121.82
		<b>Total Other Disbursements</b>	<b>\$121.82</b>
<b>Total Rainy Day</b>			<b>\$20,767.43</b>
Indiana Humanties Grant		Other Disbursements	\$350.00
		<b>Total Other Disbursements</b>	<b>\$350.00</b>
<b>Total Indiana Humanties Grant</b>			<b>\$350.00</b>
Gift		Other Disbursements	\$74,597.00
		Purchase of Investments	\$308,207.27
		<b>Total Other Disbursements</b>	<b>\$382,804.27</b>
<b>Total Gift</b>			<b>\$382,804.27</b>
Payroll		Other Disbursements	\$1,146,671.85
		<b>Total Other Disbursements</b>	<b>\$1,146,671.85</b>
<b>Total Payroll</b>			<b>\$1,146,671.85</b>
PLAC Fund		Other Disbursements	\$65.00
		<b>Total Other Disbursements</b>	<b>\$65.00</b>
<b>Total PLAC Fund</b>			<b>\$65.00</b>
Lirf		Improvements Other Than Buildings	\$11,304.09
		<b>Total Capital Outlays</b>	<b>\$11,304.09</b>
		Other Disbursements	\$5,927.17
		Purchase of Investments	\$238,539.97
		<b>Total Other Disbursements</b>	<b>\$244,467.14</b>
<b>Total Lirf</b>			<b>\$255,771.23</b>

Governmental Activities	Levy Excess Fund	Transfer Out - Transferred To Another Fund	\$486.42
		<b>Total Other Disbursements</b>	<b>\$486.42</b>
	<b>Total Levy Excess Fund</b>		<b>\$486.42</b>
	Withholding Fund	Payment of Taxes and Other Payroll Withholdings	\$272,556.86
		<b>Total Other Disbursements</b>	<b>\$272,556.86</b>
	<b>Total Withholding Fund</b>		<b>\$272,556.86</b>
<b>Total Governmental Activities</b>			<b>\$4,362,572.83</b>

Goshen Public Library, Elkhart County, Indiana  
Deficit Fund Balances - 2021

<u>Enterprise Name</u>	<u>Fund Name</u>	<u>Ending Cash and Investment Balance</u>
<hr/>		
	Total deficit fund balances	

Goshen Public Library, Elkhart County, Indiana  
 Transfers - 2021

Transfers Out (Disbursements)		Transfers In (Receipts)	
Fund	Amount	Fund	Amount
Operating	\$190,000.00	Operating	\$486.42
Levy Excess Fund	\$486.42	Lirf	\$190,000.00
<b>Total Transfers Out</b>	<b>\$190,486.42</b>	<b>Total Transfers In</b>	<b>\$190,486.42</b>



**Goshen Public Library, Elkhart County, Indiana  
Transfer Schedule Report - 2021**

**Fund Transfer To**

**Fund Transfer From**

	100 - Operating	600 - Lirf	Total
100 - Operating	-	190,000	190,000
700 - Levy Excess Fund	486	-	486
<b>Total</b>	<b>\$ 486</b>	<b>\$ 190,000</b>	<b>\$ 190,486</b>

*For each transfer that did not occur on a routine basis or was inconsistent with the activities of the fund making the transfer that is identified in the above schedule, provide a general description of the principal purpose of the interfund transfer. One general description can be provided even if multiple funds are impacted or more than one transfer occurred. (An example of a non-routine transfer: a transfer to a wastewater enterprise fund for the local match of a federal pollution control grant, an example of a transfer that is an inconsistent activity of the fund: a transfer from a capital projects fund to the general fund.)*

**Goshen Public Library, Elkhart County, Indiana  
Grants - 2021**

Local Project Name/ Description	Federal Program Title/Project Name	Federal Agency	Pass Through Agency	CFDA Number	Award Name	Award Number	Grant Type	Local Fund	Receipts	Disburse- ments	Amount of Federal Awards Provided to Subrecipients During the Year	Amount of Loans Outstandin g at Year End	Amount of Federal Noncash Assistance for the Year	Amount of Insurance in Effect During the Year
CARES Act	LSTA CARES Act State Grants	Institute of Museum and Library Services	Indiana State Library	45.310	LSTA CARES Act State Grants	LS-246532- OLS-20	Advance Grant	300.70.2027	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00

Goshen Public Library, Elkhart County, Indiana  
Capital Assets 2021

Government or Enterprise		Beginning Balance as of January 1, 2021	Additions	Reductions	Ending Balance as of December 31, 2021
<b>Governmental Activities - Non-Depreciable Assets</b>	Land	\$345,197.12	-	-	\$345,197.12
	Construction in Progress	-	-	-	-
	Other Non-Depreciable Assets	\$63,450.00	-	-	\$63,450.00
	<b>Total</b>	<b>\$408,647.12</b>	<b>-</b>	<b>-</b>	<b>\$408,647.12</b>
<b>Governmental Activities - Depreciable Assets</b>	Infrastructure	-	-	-	-
	Buildings	\$5,149,003.00	-	-	\$5,149,003.00
	Improvements Other Than Buildings	\$406,265.11	\$15,342.00	-	\$421,607.11
	Machinery, Equipment, and Vehicles	\$282,077.42	\$2,191.71	\$9,189.00	\$275,080.13
	Books and Other	\$2,795,672.48	\$114,591.61	\$339,082.84	\$2,571,181.25
	<b>Total</b>	<b>\$8,633,018.01</b>	<b>\$132,125.32</b>	<b>\$348,271.84</b>	<b>\$8,416,871.49</b>
<b>Governmental Activities - Accumulated Depreciation Assets</b>	Infrastructure	-	-	-	-
	Buildings	\$3,432,487.29	\$121,230.88	-	\$3,553,718.17
	Improvements Other Than Buildings	\$339,212.09	\$24,542.72	-	\$363,754.81
	Machinery, Equipment, and Vehicles	\$258,711.79	\$7,464.44	\$9,189.00	\$256,987.23
	Books and Other	\$2,462,891.40	\$167,335.58	\$339,082.84	\$2,291,144.14
	<b>Total</b>	<b>\$6,493,302.57</b>	<b>\$320,573.62</b>	<b>\$348,271.84</b>	<b>\$6,465,604.35</b>

Goshen Public Library, Elkhart County, Indiana  
Accounts Payable/Receivable Statement - 2021

Government or Enterprise	Accounts Payable	Accounts Receivable
Governmental Activities	\$21,144.52	\$0.00

Goshen Public Library, Elkhart County, Indiana  
Pensions - 2021

<b>1. Please indicate if your unit offers any of these pension plans to your Employees. Check all that apply.</b>	<b>YES</b>	<b>NO</b>
Public Employees Retirement Fund	X	
Teachers Retirement Fund		X
1925 Police Pension Fund		X
1937 Firefighter's Pension Fund		X
1977 Police and Firefighter's Pension Fund		X
<b>2. Does your unit have any other pension plans where the employer makes contributions to the plan or funds any part of the benefits?</b>		X



**STATE OF INDIANA**  
AN EQUAL OPPORTUNITY EMPLOYER

STATE BOARD OF ACCOUNTS  
302 WEST WASHINGTON STREET  
ROOM E418  
INDIANAPOLIS, INDIANA 46204-2769

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Fax: (317) 232-4711  
Web Site: [www.in.gov/sboa](http://www.in.gov/sboa)

February 18, 2022

To: The Officials of the Goshen Public Library  
Goshen Public Library  
601 S. 5<sup>th</sup> Street  
Goshen, IN 46526

As authorized under Indiana Code 5-11-1, we engaged private examiners under our review to perform the review of Goshen Public Library. We have reviewed the review report concluded upon by Crowe LLP, Independent Public Accountants, for the period January 1, 2017 to December 31, 2020. Per the *Independent Accountant's Review Report*, Crowe concluded based on their reviews that they are not aware of any material modifications that should be made to the financial statements in order for them to be in accordance with the regulatory basis of accounting.

In our opinion, Crowe LLP prepared the review report in accordance with the guidelines established by the State Board of Accounts.

The report is filed with this letter in our office as a matter of public record.

A handwritten signature in black ink that reads "Paul D. Joyce".

Paul D. Joyce, CPA  
State Examiner

**GOSHEN PUBLIC LIBRARY**  
Elkhart County, Indiana

**FINANCIAL STATEMENTS**  
December 31, 2017, 2018, 2019 and 2020

GOSHEN PUBLIC LIBRARY  
Elkhart County, Indiana

FINANCIAL STATEMENTS  
December 31, 2017, 2018, 2019 and 2020

CONTENTS

SCHEDULE OF OFFICIALS (Unaudited) .....	1
INDEPENDENT ACCOUNTANT'S REVIEW REPORT .....	2
FINANCIAL STATEMENTS	
STATEMENTS OF RECEIPTS, DISBURSEMENTS, AND CASH AND INVESTMENT BALANCES – REGULATORY BASIS.....	4
NOTES TO FINANCIAL STATEMENTS .....	6
EXIT CONFERENCE .....	9



GOSHEN PUBLIC LIBRARY  
SCHEDULE OF OFFICIALS (Unaudited)  
December 31, 2017, 2018, 2019 and 2020

---

<u>Office</u>	<u>Official</u>	<u>Term</u>
Director	Ann-Margaret Rice	08-21-19 to 12-31-20
	Andrew Waters	01-01-17 to 08-20-19
Treasurer	Greg Laughlin	01-01-17 to 12-31-20
President of the Board	Brad Mosness	01-01-20 to 12-31-20
	Paula Showalter	01-01-19 to 12-31-19
	David Plank	01-01-18 to 12-31-18
	Steve Olsen	01-01-17 to 12-31-17

## INDEPENDENT ACCOUNTANT'S REVIEW REPORT

Those Charged with Governance  
Goshen Public Library  
Elkhart County, Indiana

**Report on the Financial Statement**

We have reviewed the accompanying statements of receipts, disbursements, and cash and investment balances of the Goshen Public Library (the Library) as of and for the years ended December 31, 2017, 2018, 2019 and 2020, and the related notes (the financial statements). A review includes primarily applying analytical procedures to management's financial data and making inquiries of the Library's management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

***Management's Responsibility for the Financial Statement***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the financial reporting provisions of the Indiana State Board of Accounts as allowed by state statute (IC 5-11-1-6) as described in Note 1; this includes determining that this basis of accounting is an acceptable basis for the preparation of financial statement in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Accountant's Responsibility***

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with the regulatory basis of accounting prescribed by the Indiana State Board of Accounts in accordance with state statute (IC 5-11-1-6), which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

***Accountant's Conclusion***

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with the regulatory basis of accounting.

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(Continued)

***Basis of Accounting***

We draw attention to Note 1 of the financial statements, which describes the prescribed basis of accounting in accordance with the reporting requirements established by the Indiana State Board of Accounts as allowed by state statute (IC 5-11-1-6). The financial statements are prepared in accordance with the prescribed basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America, for the purpose of complying with state statute (IC 5-11-1-6). Our conclusion is not modified with respect to this matter.

***Other Matters***

The accompanying Schedule of Officials is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. We have not audited or reviewed such information and we do not express an opinion, a conclusion, nor provide any assurance on it.

***Restriction on Use***

This report is intended solely for the information and use of the Goshen Public Library and the Indiana State Board of Accounts and is not intended to be and should not be, used by anyone other than these specified parties.

*Crowe LLP*  
Crowe LLP

Indianapolis, Indiana  
February 9, 2022

GOSHEN PUBLIC LIBRARY  
 STATEMENTS OF RECEIPTS, DISBURSEMENTS, AND CASH AND  
 INVESTMENT BALANCES - REGULATORY BASIS  
 For the Years Ended December 31, 2017 and 2018

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<u>Fund</u>	Cash and Investments <u>01-01-17</u>	<u>Receipts</u>	<u>Disbursements</u>	Cash and Investments <u>12-31-17</u>	<u>Receipts</u>	<u>Disbursements</u>	Cash and Investments <u>12-31-18</u>
Operating	\$ 993,473	\$ 2,014,785	\$ 1,871,163	\$ 1,137,095	\$ 2,135,918	\$ 1,961,139	\$ 1,311,874
Rainy Day	745,733	2,911	788	747,856	5,798	-	753,654
Lirf	1,191,847	9,933	43,991	1,157,789	22,258	35,152	1,144,895
PLAC Fund	65	130	195	-	65	-	65
Gift	465,551	12,951	12,954	465,548	20,593	11,196	474,945
Withholding Fund	2,540	285,521	288,060	1	286,240	286,240	1
Payroll	<u>3</u>	<u>1,028,352</u>	<u>1,028,350</u>	<u>5</u>	<u>1,037,559</u>	<u>1,037,550</u>	<u>14</u>
Totals	<u>\$ 3,399,212</u>	<u>\$ 3,354,583</u>	<u>\$ 3,245,501</u>	<u>\$ 3,508,294</u>	<u>\$ 3,508,431</u>	<u>\$ 3,331,277</u>	<u>\$ 3,685,448</u>

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See Independent Accountant's Review Report and notes to financial statements.

GOSHEN PUBLIC LIBRARY  
 STATEMENTS OF RECEIPTS, DISBURSEMENTS, AND CASH AND  
 INVESTMENT BALANCES - REGULATORY BASIS  
 For the Years Ended December 31, 2019 and 2020

<u>Fund</u>	Cash and Investments <u>01-01-19</u>	<u>Receipts</u>	<u>Disbursements</u>	Cash and Investments <u>12-31-19</u>	<u>Receipts</u>	<u>Disbursements</u>	Cash and Investments <u>12-31-20</u>
Operating	\$ 1,311,874	\$ 2,439,521	\$ 2,069,931	\$ 1,681,464	\$ 2,487,255	\$ 2,166,587	\$ 2,002,132
Rainy Day	753,654	6,985	25,962	734,677	1,710	10,067	726,320
Levy Excess Fund	-	486	-	486	-	-	486
Lirf	1,144,895	345,673	320,537	1,170,031	547,281	1,078,307	639,005
PLAC Fund	65	-	65	-	65	65	-
Gift	474,945	78,355	22,424	530,876	85,991	106,572	510,295
Withholding Fund	1	270,931	270,932	-	277,345	277,345	-
Payroll	14	1,062,900	1,062,628	286	1,091,912	1,089,016	3,182
Totals	<u>\$ 3,685,448</u>	<u>\$ 4,204,851</u>	<u>\$ 3,772,479</u>	<u>\$ 4,117,820</u>	<u>\$ 4,491,559</u>	<u>\$ 4,727,959</u>	<u>\$ 3,881,420</u>

See Independent Accountant's Review Report and notes to financial statements.

GOSHEN PUBLIC LIBRARY  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2017, 2018, 2019 and 2020

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Reporting Entity: The Goshen Public Library (the Library) was established under the laws of the State of Indiana. The Library operates under an appointed governing board.

The accompanying financial statement presents the financial information for the Library.

Basis of Accounting: The financial statement is reported on a regulatory basis of accounting prescribed by the Indiana State Board of Accounts in accordance with state statute (IC 5-11-1-6), which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. The basis of accounting involves the reporting of only cash and investments and the changes therein resulting from cash inflows (receipts) and cash outflows (disbursements) reported in the period in which they occurred.

The regulatory basis of accounting differs from accounting principles generally accepted in the United States of America (GAAP), in that receipts are recognized when received in cash, rather than when earned, and disbursements are recognized when paid, rather than when a liability is incurred. The regulatory basis also allows for all investments to be stated at cost, while GAAP requires fair value for qualifying investments.

Receipts: Receipts are presented in the aggregate on the face of the financial statement. The aggregate receipts include the following sources:

*Taxes*. Amounts received from one or more of the following: property tax, certified shares (local option tax), property tax replacement credit (local option tax), county option income tax, wheel tax, innkeeper's tax, food and beverage tax, county economic development income tax, boat and trailer excise tax, county adjusted gross income tax, and other taxes that are set by the Library.

*Intergovernmental receipts*. Amounts received from other governments in the form of operating grants, entitlements, or payments in lieu of taxes. Examples of intergovernmental receipts include, but are not limited to, the following: federal grants, state grants, cigarette tax distributions received from the state, motor vehicle highway distributions received from the state, local road and street distributions received from the state, financial institution tax received from the state, auto excise surtax received from the state, commercial vehicle excise tax received from the state, major moves distributions received from the state, and riverboat receipts received from the county.

*Charges for services*. Amounts received for services including, but not limited to, the following: planning commission charges, building department charges, copies of public records, copy machines charges, accident report copies, gun permit applications, 911 telephone services, recycling fees, dog pound fees, emergency medical service fees, park rental fees, swimming pool receipts, cable TV receipts, ordinance violations, fines and fees, bond forfeitures, court costs, and court receipts.

*Fines and forfeits*. Amounts received from fines and penalties imposed for the commission of statutory offenses, violation of lawful administrative rules and regulations (fines), and for the neglect of official duty and monies derived from confiscating deposits held as performance guarantees (forfeitures).

*Other receipts*. Amounts received from various sources which can include but are not limited to the following: net proceeds from borrowings; interfund loan activity; transfers authorized by statute, ordinance, resolution or court order; internal service receipts; and fiduciary receipts.

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(Continued)

GOSHEN PUBLIC LIBRARY  
NOTES TO FINANCIAL STATEMENTS  
December 31, 2017, 2018, 2019 and 2020

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)

Disbursements: Disbursements are presented in the aggregate on the face of the financial statement. The aggregate disbursements include the following uses:

*Personal services.* Amounts disbursed for salaries, wages, and related employee benefits provided for all persons employed. In those units where sick leave, vacation leave, overtime compensation, and other such benefits are appropriated separately, such payments would also be included.

*Supplies.* Amounts disbursed for articles and commodities that are entirely consumed and materially altered when used and/or show rapid depreciation after use for a short period of time. Examples of supplies include, but are not limited to, the following: office supplies, operating supplies, and repair and maintenance supplies.

*Other services and charges.* Amounts disbursed for services including, but not limited to, the following: professional services, communication and transportation, printing and advertising, insurance, utility services, repairs and maintenance, and rental charges.

*Debt service - principal and interest.* Amounts disbursed for fixed obligations resulting from financial transactions previously entered into by the Library. It includes all expenditures for the reduction of the principal and interest of the Library's general obligation indebtedness.

*Capital outlay.* Amounts disbursed for land, infrastructure, buildings, improvements, and machinery and equipment having an appreciable and calculable period of usefulness.

*Other disbursements.* Amounts disbursed for various other purposes including, but not limited to, the following: interfund loan payments; loans made to other funds; internal service disbursements; and transfers out that are authorized by statute, ordinance, resolution, or court order.

Fund Accounting: Separate funds are established, maintained, and reported by the Library. Each fund is used to account for amounts received from and used for specific sources and uses as determined by various regulations. Restrictions on some funds are set by statute while other funds are internally restricted by the Library. The amounts accounted for in a specific fund may only be available for use for certain, legally-restricted purposes. Additionally, some funds are used to account for assets held by the Library in a trustee capacity as an agent of individuals, private organizations, other funds, or other governmental units and, therefore, the funds cannot be used for any expenditures of the Library itself.

**NOTE 2 - DEPOSITS AND INVESTMENTS**

Deposits, made in accordance with state statute (IC 5-13), with financial institutions in the State of Indiana, at year end, should be entirely insured by the Federal Depository Insurance Corporation or by the Indiana Public Deposit Insurance Fund (PDIF). This includes any deposit accounts issued or offered by a qualifying financial institution.

The Library held cash deposits with financial institutions that maintained FDIC and PDIF coverages, as applicable. The Library did not hold investments for any of the years under review.

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(Continued)

**NOTE 3 - PENSION PLAN**

*Public Employees' Retirement Fund*

*Plan Description*

The Indiana Public Employees' Retirement Fund (PERF) is a defined benefit pension plan. PERF is a cost-sharing multiple-employer public employee retirement system, which provides retirement benefits to plan members and beneficiaries. All full-time employees are eligible to participate in this defined benefit plan. State statutes (IC 5-10.2 and 5-10.3) govern, through the Indiana Public Retirement System (INPRS) Board, most requirements of the system, and give the Library authority to contribute to the plan. The PERF retirement benefit consists of the pension provided by employer contributions plus an annuity provided by the member's annuity savings account. The annuity savings account consists of members' contributions, set by state statute at 3 percent of compensation, plus the interest credited to the member's account. The employer may elect to make the contributions on behalf of the member.

INPRS administers the plan and issues a publicly available financial report that includes financial statements and required supplementary information for the plan as a whole and for its participants. That report may be obtained by contacting:

Indiana Public Retirement System  
One North Capitol, Suite 001  
Indianapolis, IN 46204  
Ph. (888) 526-1687

*Funding Policy and Annual Pension Cost*

The contribution requirements of the plan members for PERF are established by the Board of Trustees of INPRS.



GOSHEN PUBLIC LIBRARY  
EXIT CONFERENCE  
December 31, 2017, 2018, 2019 and 2020

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The contents of this report were discussed on February 9, 2022, with Ann-Margaret Rice, Director, Greg Laughlin, Treasurer, and Cody Newport, President of the Board.

## Budget Form 1 - Budget Estimate

Year: 2022 County: Elkhart Unit: Goshen Public Library

Fund	Department	Category	Sub-Category	Line Item Code	Line Item	Published	Adopted
0061 - RAINY DAY	NO DEPARTMENT	CAPITAL OUTLAYS	Other Capital Outlays		Rainy Day - Improvements	\$359,297	\$359,297
0061 - RAINY DAY	NO DEPARTMENT	PROPERTY TAX CAP	Property Tax Cap Impact		Property Tax Cap Impact	\$0	\$0
<b>0061 - RAINY DAY Total</b>						<b>\$359,297</b>	<b>\$359,297</b>
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages		Salary of Assistants	\$1,128,301	\$1,128,301
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages		Salary of Librarian	\$76,076	\$76,076
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Salaries and Wages		Wages of Janitors	\$91,657	\$91,657
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Employee Benefits		Employer's Contribution-Group Insurance	\$33,647	\$33,647
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Employee Benefits		Employer's Contribution-Retirement	\$147,598	\$147,598
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Employee Benefits		Employer's Share-FICA	\$99,850	\$99,850
0101 - GENERAL	NO DEPARTMENT	PERSONAL SERVICES	Employee Benefits		Full Time Pay Supplement	\$155,820	\$155,820
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Office Supplies		Office Supplies	\$14,754	\$14,754
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Repair and Maintenance Supplies		Janitor Supplies	\$15,458	\$15,458
0101 - GENERAL	NO DEPARTMENT	SUPPLIES	Other Supplies		Library Supplies	\$42,729	\$42,729
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Professional Services		Other Professional Services	\$79,981	\$79,981
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Communication and Transportation		Postage	\$5,022	\$5,022
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Communication and Transportation		Professional Meetings	\$10,580	\$10,580
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Communication and Transportation		Telephone and Internet	\$9,416	\$9,416
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Communication and Transportation		Traveling Expense	\$1,507	\$1,507
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Printing and Advertising		Advertising and Publication of Notices	\$1,257	\$1,257
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Insurance		Other Insurance	\$51,225	\$51,225
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Utility Services		Gas	\$120,512	\$120,512
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Utility Services		Waste Disposal Services	\$6,147	\$6,147
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Utility Services		Water	\$7,060	\$7,060
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Repairs and Maintenance		Buildings and Structures	\$38,792	\$38,792
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Repairs and Maintenance		Equipment	\$40,680	\$40,680
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Rentals		Equipment	\$7,204	\$7,204
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges		Dues	\$2,511	\$2,511
0101 - GENERAL	NO DEPARTMENT	SERVICES AND CHARGES	Other Services and Charges		Transfer to LIRF	\$251,503	\$251,503
0101 - GENERAL	NO DEPARTMENT	CAPITAL OUTLAYS	Machinery, Equipment, and Vehicles		Furniture & Equipment	\$6,539	\$6,539
0101 - GENERAL	NO DEPARTMENT	CAPITAL OUTLAYS	Books and Other Media		Books	\$135,041	\$135,041
0101 - GENERAL	NO DEPARTMENT	CAPITAL OUTLAYS	Books and Other Media		Nonprinted Materials	\$156,463	\$156,463
0101 - GENERAL	NO DEPARTMENT	CAPITAL OUTLAYS	Books and Other Media		Periodicals	\$70,479	\$70,479
0101 - GENERAL	NO DEPARTMENT	PROPERTY TAX CAP	Property Tax Cap Impact		Property Tax Cap Impact	\$0	\$0
<b>0101 - GENERAL Total</b>						<b>\$2,807,809</b>	<b>\$2,807,809</b>
2011 - LIBRARY IMPROVEMENT RESERVE	NO DEPARTMENT	CAPITAL OUTLAYS	Other Capital Outlays		LIRF - Improvements	\$303,475	\$303,475
2011 - LIBRARY IMPROVEMENT RESERVE	NO DEPARTMENT	PROPERTY TAX CAP	Property Tax Cap Impact		Property Tax Cap Impact	\$0	\$0
<b>2011 - LIBRARY IMPROVEMENT RESERVE Total</b>						<b>\$303,475</b>	<b>\$303,475</b>
<b>UNIT TOTAL</b>						<b>\$3,470,581</b>	<b>\$3,470,581</b>





**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)

December 5, 2022

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

**From:** Brandy L. Toms

**Subject:** Agreement with Peerless-Midwest, Inc for install of 4" Meter at Parker Hannifin

Attached for the Board's approval and authorization for the Mayor to execute is an agreement with Peerless-Midwest, Inc for install of 4" Meter at Parker Hannifin. The cost is not to exceed \$5,850.00.

**Suggested Motion:**

Approve and authorize Mayor to execute the agreement with Peerless-Midwest, Inc for install of 4" Meter at Parker Hannifin, with a cost not-to-exceed \$5,850.00

# AGREEMENT

## With Peerless-Midwest, Inc for Installation of a 4” Metter at Parker Hannifin

THIS AGREEMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, by and between **Peerless-Midwest, Inc.** (“Contractor”), whose mailing address is 558601 Russell Industrial Parkway, Mishawaka, IN 46545, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

### **Section 1. Contractor Duties**

Contractor shall provide City the work for the installation of a 4” meter at Parker Hannifin, which work are more particularly described in Contractor’s November 22, 2022 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

Contractor’s Duties under this agreement include:

- (A) Removal of the existing meter, screen and discharge.
- (B) Install a new 4” water meter provided by City at Parker Hannifin
- (C) Replacement of two (2) new 6”x4” reducers and the Victaulic pipe provided by Contractor. Contractor agrees to provide flanges as well.
- (D) Victaulic pipe will be cut to size and grooved for flanges onsite by Contractor.

### **Section 2. Effective Date; Term**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

Contractor shall commence the Duties on as soon as practical after receiving a notice to proceed from City.

### **Section 3. Compensation**

- (C) City agrees to compensate Contractor as follows for performing all Duties as described in Section 1 above at a cost not-to-exceed Five Thousand Eight Hundred Fifty Dollars (\$5,850)

#### **Section 4. Payment**

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

City of Goshen  
c/o Goshen Engineering Department  
204 East Jefferson Street, Suite 1  
Goshen, IN 46528

- (C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

#### **Section 5. Ownership of Documents**

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

#### **Section 6. Licensing/Certification Standards**

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

#### **Section 7. Warranty**

Contractor provides a 100% warranty on labor, equipment, and any damage that occurs based upon labor and equipment. All materials and workmanship are warranted for a period of two (2) years.

City understands that there are too many unknowns for Contractor to extend any warranty related to the specific capacity or the results' longevity.

#### **Section 8. Independent Contractor**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

### **Section 9. Non-Discrimination**

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

### **Section 10. Employment Eligibility Verification**

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

### **Section 11. Contracting with Relatives**

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

### **Section 12. No Investment Activities in Iran**

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

### **Section 13. Indemnification**

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of work under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

### **Section 14. Insurance**

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
  - (1) Workers Compensation and Employer's Liability - Statutory Limits
  - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (5) Excess Umbrella Coverage - \$1,000,000 each occurrence

### **Section 15. Force Majeure**

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform



has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

## **Section 16. Default**

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

## **Section 17. Termination**

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work completed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

## **Section 18. Notice**

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528

Contractor: Peerless-Midwest, Inc.  
Attention: Adam L. Gerstbauer  
55860 Russell Industrial Parkway  
Mishawaka, IN 46545

## **Section 19. Subcontracting or Assignment**

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

## **Section 20. Amendments**

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

## **Section 21. Waiver of Rights**

No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

## **Section 22. Applicable Laws**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the work. Failure to do so may be deemed a material breach of agreement.

### **Section 23. Miscellaneous**

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

### **Section 24. Severability**

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

### **Section 25. Binding Effect**

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

### **Section 26. Entire Agreement**

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

### **Section 27. Authority to Execute**

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

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

**City of Goshen, Indiana**

**Peerless-Midwest, Inc.**

Goshen Board of Public Works and Safety

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

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

\_\_\_\_\_  
Printed: \_\_\_\_\_

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

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

**PEERLESS-MIDWEST, INC.**

55860 Russell Industrial Parkway  
Mishawaka, IN 46545  
574-254-9050



**PEERLESS  
MIDWEST**  
An Employee Owned Company

Goshen Water Department

308 North Fifth St.

Goshen, IN 46526

Attn: Mr. Kent Holdren

**Our Number:** ALG-11222022

**Date:** 11/22/22

REFERENCE Goshen-Parker Hannifin-4" Meter Install

QUANTITY	DESCRIPTION	PRICE
	Peerless Midwest Inc. will install a new 4" water meter (City Provided) at Parker Hannifin in Goshen. The existing meter, screen and discharge will be removed and a new 4" meter will be installed. This will require two new 6"x4" reducers and the Victaulic pipe to the right of the meter will also have to be replaced.  City of Goshen is providing the new 4" meter which has its own discharge and screen built in. Peerless will provide new reducers, flanges and new Victaulic pipe we will cut that pipe to size onsite and groove it for the flanges onsite.  Time is estimated with 2 men for a day.  Total for time and material:	\$5,850.00

TERMS NET-30

START Upon Authorization

COMPLETE \_\_\_\_\_

ACCEPTED BY \_\_\_\_\_

**TOTAL PRICE:** \$5,850.00

PEERLESS-MIDWEST, INC.

BY Adam L. Gerstbauer  
Adam L. Gerstbauer



**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)

December 5, 2022

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

**From:** Brandy L. Toms

**Subject:** Agreement with Evoqua Water Technologies for Field Service of Digester

Attached for the Board's approval and to authorize Mayor Stutsman to execute is an agreement with Evoqua Water Technologies for field service of the digester to ensure proper methane gas usage. Services will be conducted the during the week of January 16-20, 2023 and the cost, including travel and lodging expenses is not to exceed \$8,000.

**Suggested Motion:**

Approve and authorize Mayor Stutsman to execute the agreement with Evoqua Water Technologies to perform field service of the digester during the week of January 16-20, 2023 at a cost not to exceed \$8,000 including travel and lodging.

# AGREEMENT

## With Evoqua for Field Service of Digester to Ensure Proper Methane Gas Usage.

THIS AGREEMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, by and between **Evoqua Water Technologies** (“Contractor”), whose mailing address is 2607 N. Grandview Blvd, Suite 130, Waukesha, WI 53188, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

### **Section 1. Contractor Duties**

Contractor shall provide City the following services which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to evaluate controls and calibrations to ensure proper methane gas usage (hereinafter referred to as “Duties”). Contractor’s Duties under this agreement include:

- (A) Calibration of LEL and Air Sensors (non-certified)
- (B) Evaluation of all equipment
- (C) Perform necessary adjustments for equalizing methane gas pressures between digesters

This agreement does not include any repair parts or exterior dome fabric inspections.

### **Section 2. Effective Date; Term**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor has scheduled these Duties to be completed during the week of January 16 - 20, 2023.

### **Section 3. Compensation**

- (A) City agrees to compensate Contractor for all duties with the total cost not-to-exceed the sum of Eight Thousand Dollars (\$8,000) and includes two (2) days travel and lodging expenses.

#### **Section 4. Payment**

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

City of Goshen  
c/o Goshen Wastewater Department  
1000 W. Wilden Avenue  
Goshen, IN 46528

- (C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

#### **Section 5. Ownership of Documents**

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

#### **Section 6. Licensing/Certification Standards**

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

#### **Section 7. Warranty**

The manufacturer's warranty will apply to all materials and goods. Contractor warrants all work provided to City for ninety (90) days from the date of completion of the work. Should any defects in work performed occur, Contractor agrees to correct the defects.

#### **Section 8. Independent Contractor**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.



- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

### **Section 9. Non-Discrimination**

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

### **Section 10. Employment Eligibility Verification**

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

### **Section 11. Contracting with Relatives**

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

### **Section 12. No Investment Activities in Iran**

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

### **Section 13. Indemnification**

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

### **Section 14. Insurance**

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
  - (1) Workers Compensation and Employer's Liability - Statutory Limits
  - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (5) Excess Umbrella Coverage - \$1,000,000 each occurrence

### **Section 15. Force Majeure**

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform

has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

## **Section 16. Default**

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

## **Section 17. Termination**

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

**Section 18. Notice**

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528

Contractor: Evoqua Water Technologies  
Attention: Beth Nelson  
2607 N. Grandview Blvd., Suite 130  
Waukesha, WI 53188

**Section 19. Subcontracting or Assignment**

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

**Section 20. Amendments**

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

**Section 21. Waiver of Rights**

No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

**Section 22. Applicable Laws**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so maybe deemed a material breach of agreement.

### **Section 23. Miscellaneous**

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

### **Section 24. Severability**

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

### **Section 25. Binding Effect**

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

### **Section 26. Entire Agreement**

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

### **Section 27. Authority to Execute**

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

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

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

**Evoqua Water Technologies**

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

\_\_\_\_\_  
Printed: \_\_\_\_\_

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

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

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



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

To: Board of Public Works and Safety  
From: Bodie J. Stegelmann  
Subject: Agreement with Barkes, Kolbus, Rife & Shuler, LLP  
Date: December 5, 2022

Attached for the Board's approval and execution is an agreement with Barkes, Kolbus, Rife & Shuler, LLP for attorney services for the calendar year 2023.

For 2023, the bi-weekly salary paid to Jim Kolbus to act as Planning and Zoning Attorney is increased \$329.84 (as provided in the City's 2023 Salary Ordinance). Beginning 2023, the firm will be paid \$204 per hour for all other services rendered on behalf of the City or its departments, provided such services are not covered by the compensation paid to Jim Kolbus as Planning and Zoning Attorney. The firm will be compensated \$254 per hour for projects where City's legal fees are paid from a non-City funding source.

Beginning in 2023, the fixed sum monthly payments to the firm for an attorney to provide legal services to Redevelopment and for the Civil City shall cease.

**Suggested Motion:**

Approve and execute the agreement with Barkes, Kolbus, Rife & Shuler, LLP for 2023 attorney services.

## AGREEMENT

### With Barkes, Kolbus, Rife & Shuler, LLP For Provision of Legal Services

THIS AGREEMENT is made and entered into on December \_\_\_\_\_, 2022, between the City of Goshen, hereinafter referred to as "City", and the law firm of Barkes, Kolbus, Rife & Shuler, LLP, hereinafter referred to as "BKRS".

#### **Section 1. EMPLOYMENT**

City agrees to employ and BKRS agrees to accept employment upon the terms and conditions of this agreement.

#### **Section 2. TERM**

The term of this agreement shall begin on January 1, 2023 and shall terminate on December 31, 2023. The agreement shall be automatically renewed for an additional one (1) year period under the same terms and conditions unless written notice of the intent to terminate the contractual relationship is delivered by either party to the other sixty (60) days before anniversary date.

#### **Section 3. COMPENSATION**

City will pay a bi-weekly salary to James W. Kolbus, a partner in the law firm of BKRS to act as Planning and Zoning Attorney. The bi-weekly salary shall be the amount as set forth in the annual ordinance adopted establishing the compensation for civil city and utilities employees. As additional compensation for James W. Kolbus, City will provide James W. Kolbus with medical insurance on the same terms and conditions as medical insurance is provided to full-time employees of the City of Goshen and agrees to pay for James W. Kolbus's membership in the Indiana Municipal Lawyers Association.

BKRS will be paid at the rate of Two Hundred four Dollars (\$204) per hour for all services rendered on behalf of the City or its departments, provided such services are not covered by the salary paid to James W. Kolbus.

BKRS will be paid at the rate of Two Hundred Fifty-four Dollars (\$254) per hour for projects where City's legal fees are paid from a non-City funding source.

BKRS will be reimbursed for all expenses incurred in rendering services to the City, including, but not limited to filing fees, long distance telephone calls, deposition costs, and other costs which are reasonably incidental to the rendering of legal services on behalf of the City.



BKRS will be reimbursed for expenses to attend any seminar or training session, including the costs of the seminar, meals, lodging and transportation if attendance is approved by the Board of Public Works and Safety or Mayor.

In the event the agreement remains in effect for a subsequent calendar year, the bi-weekly salary paid to James W. Kolbus and the hourly rates paid to BKRS set forth above shall increase the same percentage as the increase in wages paid to full-time City of Goshen employees in the respective calendar year.

**Section 4. DUTIES**

In exchange for the salary paid to James W. Kolbus, he or another full-time attorney of BKRS will on his behalf render the following services:

1. Attend meetings of the City Plan Commission.
2. Attend meetings of the Board of Zoning Appeals (“BZA”).
3. Give general legal advice to the members of the City Planning Commission and members of the BZA on matters before the Plan Commission or BZA.
4. Attend two (2) days of seminars or training sessions if requested or approved by the Mayor or Board of Public Works and Safety.

**Section 5. HOURLY BILLED SERVICES**

In addition to the duties covered in Section 4, BKRS may be assigned the following duties for which additional compensation will be paid on an hourly basis in accordance with this agreement.

1. Prosecution of violations of city ordinances.
2. Examine title searches, and abstracts, prepare documents, negotiate and draft real estate contracts and leases and attend real estate closings to the extent that such are required in any public work, including opening, closing or changing any street, alley or public place.
3. Prepare ordinances requested or authorized by Mayor or a board of the City.
4. Review newly enacted state legislation and update any affected ordinance.
5. Represent the City in litigation, threatened or filed, on behalf or against the City or a board of the City.

6. Any legal work rendered on behalf of a board of the City other than attendance at regular meetings, including, but not limited to attendance and work related to administrative hearings of the board.
7. Participate in the negotiation of the employment or union contracts of City employment if requested to do so by Mayor.
8. The collection of monies owed to the City.
9. Trips made outside the city on the City's behalf and at the request of the Mayor or a board of the City.
10. Services performed in litigation and administration of City water and sewage utilities, including rate change requests.
11. Legal services rendered in connection to the issue or sale of general obligation bonds or revenue bonds for City utilities or other entities.
12. Services rendered to the Board of Zoning Appeals or Planning Commission other than attending regular meetings, including rendering general legal opinions and preparation and/or review of ordinances affecting planning and zoning.
13. Draft contracts for execution by City or its various departments.
14. Attend meetings of the Aviation Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.
15. Attend meetings of the Cemetery Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.
16. Attend meetings of the Park Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.
17. A matter assigned or authorized by a Board of the City, the Mayor, or the City Attorney.

**Section 6. COMMUNICATIONS**

During the term of this Agreement, all attorneys at BKRS who provide legal services to the City must maintain and use in a prompt fashion an email account and

daytime phone number at which the City can readily communicate with the attorney providing services to the City.

**Section 7. NOTICES**

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and sent by regular United States mail to City at City of Goshen, 202 South Fifth Street, Goshen, Indiana 46528, and Barkes, Kolbus, Rife & Shuler, LLP at Barkes, Kolbus, Rife & Shuler, LLP, 118 North Main Street, Goshen, Indiana 46526, or such other place as the parties may designate from time to time in writing.

**Section 8. WAIVER OF BREACH**

No waiver of a breach under this agreement shall operate to be considered a waiver of any subsequent breach. No waiver shall be valid unless it is in writing.

**Section 9. CONFLICTS**

BKRS agrees not to accept any other employment if that employment would put BKRS in a position to be in conflict with the interests of the City without the written consent of City. When such conflict first becomes apparent, BKRS agrees to advise the City of the conflict immediately upon discovery.

**Section 10. ASSIGNMENT**

Neither party can assign or delegate its duties or obligations under this agreement without the written consent of the other party.

**Section 11. MODIFICATIONS**

The terms of this agreement may not be altered except in writing signed by the party against whom enforcement of the waiver, modification or extension is sought.

**Section 12. EMPLOYEE ELIGIBILITY VERIFICATION**

BKRS shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. BKRS shall not knowingly employ or contract with an unauthorized alien. BKRS shall not retain an employee or continue to contract with a person that BKRS subsequently learns is an unauthorized alien. BKRS shall require any subcontractor, who performs work under this contract to certify to BKRS 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. BKRS agrees to maintain this certification

throughout the duration of the term of a contract with any subcontractor. BKRS affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

**Section 13. TERMINATION OF AGREEMENT**

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

IN WITNESS WHEREOF, the parties have set their hands to this agreement as set forth below.

Barkes, Kolbus, Rife & Shuler, LLP

City of Goshen, Indiana  
Board of Public Works and Safety

\_\_\_\_\_  
James W. Kolbus, Partner

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

\_\_\_\_\_  
Donald R. Shuler, Partner

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

Date: December \_\_\_\_, 2022

\_\_\_\_\_  
DeWayne Riouse, Member

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

\_\_\_\_\_  
Barb Swartley, Member

Date: December \_\_\_\_, 2022



## 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)

**To:** Board of Public Works and Safety  
**From:** Bodie J. Stegelmann  
**Subject:** Agreement for Hot Rubber Crack Filling with Super Seal Inc.  
**Date:** December 5, 2022

Attached for the Board's approval is a Proposal from Super Seal Inc. for Hot Rubber Crack Filling of drive surfaces at the City's waste water treatment plant. With changes in the weather, and the need to complete this work prior to winter, Deputy Mayor Mark Brinson signed the attached Proposal so that this needed work could be completed prior to the change in weather. Super Seal Inc will be paid \$5,200.00 for the services.

**Suggested Motion:**

Approve the Proposal from Super Seal Inc. for Hot Rubber Crack Filling of drive surfaces at the City's waste water treatment plant in the amount of \$5,200.00, and ratify Deputy Mayor Mark Brinson's execution of the Proposal.



Date: Thursday, November 17, 2022

Proposal # 2022-0950

**Submitted To:**  
Charlie Riggs  
City of Goshen  
100 W Wilden Ave  
Goshen, IN  
**Contact Information:**  
Phone: (574) 238-6539  
Mobile: (574) 238-6539  
E-mail: charlieriggs@goshencity.com

**Site Description:** # S122587  
Waste Water  
100 W Wilden Ave  
Goshen, IN  
  
**Site Contact:**  
Site Phone:  
Site Email:

**Prepared By:**  
Robert Swanson  
**Contact Information:**  
Mobile: 574-377-7318  
Office: (574) 267-7325  
E-mail: Robert@supersealinc.com  
**Project Manager:**  
Robert Swanson  
Mobile: 574-377-7318  
Email: Robert@supersealinc.com

\*\*We will try to meet or beat any qualified competitor's price. Please call our office.

Qty	Proposed Service(s) & Description(s)	Depth
	Hot Rubber Crack Filling <i>Clean cracks of dirt and debris with forced air. Fill major cracks with Hot Rubber Sealant. MINIMAL CRACK FILLING IN WEBBED AREAS.</i> <i>Pricing:</i> <i>Good - 4500 linear ft., approx 900 lbs of rubber - \$4050</i> <i>Better - 5500 linear ft., approx 1100 lbs of rubber - \$4700</i> <i>Best - 6500 linear ft., approx 1300 lbs of rubber - \$5200</i>	

**PAYMENT TERMS** 0% Down, Balance Net 15

Project Total:

This proposal may be withdrawn at our option if not accepted within 10 days of Nov 17, 2022

Pavement Consultant Robert Swanson

*Robert H. Swanson*

Client's Authorized Signature

*Mike B...*



Stormwater Department

CITY OF GOSHEN

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

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION  
PROJECT 643 RIVER RACE DRIVE**

DATE: December 5, 2022

---

The home at 643 River Race Drive has passed its final building inspection and the project is substantially complete except for exterior concrete work. This final requirement cannot be completed at this time due to weather conditions.

The Stormwater Department thus submits Agreements for the Completion of the Construction Project for approval and authorizations for the Mayor to execute.

The property owners Ken and Becky Horst, and Millrace Cohousing, Inc co Merritt Lehman agree to complete all concrete work by June 15, 2023. The expected cost of work is four thousand three hundred dollars (\$4,300) and a surety check for that amount has been remitted to the Clerk-Treasurer's office.

**Requested Motion: Approve and authorize the mayor to execute the Agreements with Ken and Becky Horst, husband and wife, and Millrace Cohousing, Inc co Merritt Lehman for the Completion of the Construction Project at 643 River Race Dr.**

**AGREEMENT FOR THE COMPLETION  
OF THE CONSTRUCTION PROJECT**

THIS AGREEMENT is entered into on December 5, 2022, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Ken and Becky Horst, Husband and Wife & Millrace Cohousing, Inc co Merritt Lehman

and, if the builder is responsible for completing the remaining work,

Builder: Nathan Mateer Rempel

No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 643 River Race Drive, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

- certain exterior work that cannot be completed due to weather conditions.
- the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 2023, unless an earlier date is specified below:

Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately \_\_\_\_\_ square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Install the hard surface driveway for the Site.



Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than \_\_\_\_\_, 20\_\_\_\_\_.

Install the hard surface parking lot for the Site.

Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than \_\_\_\_\_, 20\_\_\_\_\_.

Install all required parking lot striping for parking spaces at the Site.

Install approximately \_\_\_\_\_ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: \_\_\_\_\_  
\_\_\_\_\_

Install approximately \_\_\_\_\_ of concrete sidewalk at the Site to the building entrance.

Install the following certain parts or equipment at the Site: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other: Install approximately 600 square feet of concrete sidewalk within the common area of the neighborhood

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

Permittee agrees to provide Goshen a surety in the amount of Four Thousand and Three Hundred Dollars Dollars (\$4,300) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.

Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances

and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**

4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.
7. **AMENDMENTS.** Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.
8. **WAIVER OF RIGHTS.** No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

9. **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 this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, IN 46528

Address for Permittee:

Property Owner: Ken Horst  
Becky Horst  
Millrace Cohousing, Inc co Merritt Lehman

Builder: Nathan Mateer Rempel

No Builder

10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In the event of a conflict between this agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

11. **ATTORNEY FEES.** 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 and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.

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

13. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.

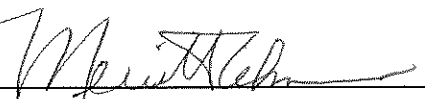
14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

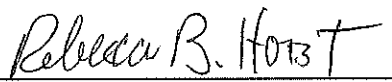
15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

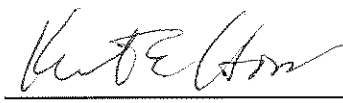
IN WITNESS WHEREOF, the parties have executed this agreement on the dates as set forth below.

**Permittee:<sup>1</sup>**

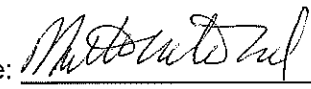
Property Owner:

Signature:   
Printed: MERRITT LEATMAN  
Title (if any): PROTECT COORDINATOR  
Date: 12/1/22

Signature:   
Printed: Rebecca B. Horst  
Title (if any): \_\_\_\_\_  
Date: 12/1/22

Signature:   
Printed: Kenneth E. Horst  
Title (if any): \_\_\_\_\_  
Date: Dec 1, 2022

Builder:

Signature:   
Printed: MATTHEW MATEER REMPEL  
Title: BUILDER  
Date: 12-01-2022

Goshen:

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

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

\_\_\_\_\_  
<sup>1</sup> The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **WATER MODEL UPDATES AND EVALUATION  
(JN: 2018-0011)**

DATE: December 2, 2022

---

Goshen Water Utility would like to engage Kurtz Engineering to assist in updating the water utility model last updated in 2018. There has been expansion of the water system and proposed development that needs to be accounted for. The areas that Kurtz Engineering will assist with are:

1. Assist City staff with water distribution system model updates
2. Assist with evaluation of wellfield alternatives
3. Weaver Woods water quality analysis
4. LionsHead fire flow analysis
5. US Hwy 33 water main relocation analysis
6. Urban growth boundary analysis

All work is to be completed by the second quarter of 2023, and the not to exceed fee is \$28,350.

**Requested Motion:** Move to approve the professional service agreement with Kurtz Engineering in the amount of \$28,350.

## AGREEMENT

### **Water Distribution System Modeling & Analysis For City of Goshen Water System Master Plan**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, by and between **Kurtz Engineering, LLC** (“Consultant”), whose mailing address is 201 N. 22<sup>nd</sup> Street, Goshen, IN 46528, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

#### **Section 1. Contractor Duties**

Consultant shall provide City the services for the water distribution system modeling analyses, which services are more particularly described in Consultant’s November 4, 2022 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

Consultant’s Duties under this agreement include:

1. Assist City staff with water distribution system model updates
2. Airport well field analysis
3. Weaver Woods water quality analysis
4. Lionshead fire flow analysis
5. US Hwy 33 main relocation analysis
6. Urban growth boundary analysis
7. General – data review, correspondence, project management

#### **Section 2. Effective Date; Term**

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

Consultant shall complete all Duties as outlined in following table:

<b>Task</b>	<b>Completion Dates</b>
Water distribution system model updates	December 2, 2022; City updates December 22, 2022
Airport well field analysis	January 13, 2023
Weaver Woods water quality analysis	January 31, 2023
Lionshead fire flow analysis	February 10, 2023
US Hwy 33 main relocation analysis	1 <sup>st</sup> Quarter of 2023
Urban growth boundary analysis	2 <sup>nd</sup> Quarter of 2023

**Section 3. Compensation**

City agrees to compensate Consultant for time and expense, at a rate of \$135 per hour on a not-to-exceed cost bases for each task as outlined in the following table:

<b>Task</b>	<b>Cost</b>
Water distribution system model updates	\$1,620
Airport well field analysis	\$6,750
Weaver Woods water quality analysis	\$2,700
Lionshead fire flow analysis	\$2,160
US Hwy 33 main relocation analysis	\$4,050
Urban growth boundary analysis	\$9,450
General – data review, correspondence, project management	\$1,620
<b>TOTAL</b>	<b>\$28,350</b>

The total cost is not to exceed Twenty-Eight Thousand Three Hundred Fifty Dollars (\$28,350)

**Section 4. Payment**

City shall pay Consultant for Duties satisfactorily completed under this agreement.



Payment shall be upon City's receipt of a detailed invoice from Consultant. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen  
c/o Goshen Engineering Department  
204 East Jefferson Street, Suite 1  
Goshen, IN 46528

Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

Consultant is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

### **Section 5. Ownership of Documents**

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

### **Section 6. Licensing/Certification Standards**

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

### **Section 7. Independent Contractor**

Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.

Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

### **Section 8. Non-Discrimination**

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to

be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

### **Section 9. Employment Eligibility Verification**

Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

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

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

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

### **Section 10. Contracting with Relatives**

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

### **Section 11. No Investment Activities in Iran**

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

### **Section 12. Indemnification**

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

### **Section 13. Force Majeure**

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

### **Section 14. Default**

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

It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

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

- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

**Section 15. Termination**

The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.

City may terminate this agreement, in whole or in part, in the event of default by Contractor.

The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

**Section 16. Notice**

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528

Contractor: Kurtz Engineering LLC  
Attention: Eric Kurtz  
234 S. Main Street  
Goshen IN 46526

**Section 17. Subcontracting or Assignment**

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

**Section 18. Amendments**

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

**Section 19. Waiver of Rights**

No right conferred on either party under this agreement shall be deemed waived and no breach of this agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

## **Section 20. Applicable Laws**

Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so maybe deemed a material breach of agreement.

## **Section 21. Miscellaneous**

Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

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.

In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

## **Section 22. Severability**

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

## **Section 23. Binding Effect**

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

## **Section 24. Entire Agreement**

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

## **Section 25. Authority to Execute**

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

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

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

**Kurtz Engineering, Inc.**

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

\_\_\_\_\_  
Printed: \_\_\_\_\_

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

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

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



November 4, 2022

Dustin K. Sailor, P.E., S.I.T., C.P.E.S.C  
Director of Public Works  
City of Goshen Engineering Department  
204 E Jefferson Street  
Goshen, IN 46528

RE: **Proposal – Water Distribution System Modeling Analyses**

Dear Dustin:

Per our meeting on November 2, 2022, you have requested that Kurtz Engineering submit a proposal to complete various analyses of the water distribution system. Kurtz Engineering will use the water distribution system model that was updated and calibrated as part of the 2018 Master Plan. Prior to its use for this analysis, the City of Goshen Engineering Department will update the model to reflect the latest pipeline installations and new demands.

The major tasks to be completed are summarized below, in order of priority.

1. Water distribution system model updates. These items will be discussed at a scheduled one on one time, with the significant points and take aways summarized in a brief memo.
  - a. Develop a workflow for updating the model with new pipes, demands, etc. to maintain the existing scenarios and enable future model updates.
  - b. Discuss protocols for running model scenarios for one off projects that may not proceed.
  - c. Discuss methods to streamline data management between GIS and the model and timeframes for performing future model calibration.
2. Airport well field analysis. Evaluate the impact of a well field close to the airport on the system hydraulics and water quality. The hydraulics will focus on the ability to deliver the water to the distribution network, potential transmission improvements, and the water level balance between the Sherck and Clinton Towers. The water quality analysis will focus on impacts to water age and chlorine residuals across the system. The following supply scenarios will be evaluated.
  - a. New well field to replace the Kercher well field with similar output as Kercher.

**Office Address**

206 S Main Street, Goshen IN 46526

**Mailing Address**

201 N 22<sup>nd</sup> Street, Goshen IN 46528

**Get in touch**

T. 574.536.9782

[eric@kurtzeng.com](mailto:eric@kurtzeng.com)



- b. New well field to replace the Kercher well field and approximately half of the North well field.
  - c. New well field to provide all the system supply.
3. Weaver Woods water quality (chlorine residual) analysis. Evaluate the impact of the proposed looping options on maintaining adequate chlorine residual.
4. Lionshead fire flow analysis. Evaluate several options for providing a fire flow of 1500 gpm at the Lionshead site to enable them to run their booster pump at this flow rate. This may include upsizing the planned 12-inch diameter pipe to be installed along Lincoln Avenue to Steury Avenue and/or adding pumping capacity at the booster station.
5. US Hwy 33 main relocation. INDOT will be rebuilding the section of roadway along US Hwy 33 from Monroe Street to Kercher Road. Evaluate options for relocating the main as more specific information becomes available. Also, evaluate benefits of upsizing segments of the main along this section, a majority which is currently 12-inch main.
6. Urban growth boundary. A proposed City boundary was recently released as part of the urban growth study for the City of Goshen. The water distribution system model will be used to estimate some future year scenarios. The scenarios and potential growth areas to evaluate will be further developed as part of a meeting with the Engineering Department. Because there are several unknown parameters at this time, the scope for this analysis is more open ended and will be better defined prior to the analysis. The hours and budget reflect the current understanding. Some of the items to evaluate may include:
  - a. Potential pressure zone boundaries based on ground elevations and predicted pressures.
  - b. Predicted fire flows based on a “best guess” of future piping networks.
  - c. Predicted pressures during domestic (non-fire flow) demand conditions based on a “best guess” of future piping networks and demands.
  - d. Consideration of future pumping needs to new pressure zones along with longer term storage considerations.

A technical memorandum will be written for each of the above analyses to summarize the main points and results. The proposed budget and price breakdown is shown in **Table 1** on the following page. The budget is developed on a time and expense, not to exceed cost basis, at a rate of \$135 per hour.

---

**Office Address**

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**Table 1: Budget Estimate**

TASK	HOURS	COST
1. Water distribution system model updates	12	\$1,620
2. Airport well field analysis	50	\$6,750
3. Weaver Woods water quality analysis	20	\$2,700
4. Lionshead fire flow analysis	16	\$2,160
5. US Hwy 33 main relocation analysis	30	\$4,050
6. Urban growth boundary analysis	70	\$9,450
7. General - data review, correspondence, project management	12	\$1,620
<b>TOTAL</b>	<b>210</b>	<b>\$28,350</b>

The proposed timeframe for completing the above analyses is as follows, assuming award of contract by November 11.

1. Water distribution system model updates (procedures) – by November 18, 2022. City of Goshen then updates model by December 2, 2022.
2. Airport well field analysis – by December 16, 2022.
3. Weaver Woods water quality analysis – by December 30, 2022.
4. Lionshead fire flow analysis – by January 13, 2023.
5. US Hwy 33 main relocation – 1<sup>st</sup> quarter of 2023.
6. Urban growth boundary – 1<sup>st</sup> or 2<sup>nd</sup> quarter of 2023.

I appreciate the opportunity to submit this proposal. Please let me know if you have any questions.

Sincerely,

Eric A. Kurtz, PE

**Office Address**

206 S Main Street, Goshen IN 46526

**Mailing Address**

201 N 22<sup>nd</sup> Street, Goshen IN 46528

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eric@kurtzeng.com

**CITY OF GOSHEN**  
**Engineering Department**  
Municipal Annex Building  
204 East Jefferson Street, Suite 1  
Goshen, Indiana 46528

Telephone: (574) 534-2201  
Facsimile: (574) 533-8626  
E-Mail: [engineering@goshencity.com](mailto:engineering@goshencity.com)

**MEMORANDUM**

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

**FROM:** Engineering Department

**RE:** **AGREEMENT AMENDMENT FOR ELECTRICAL MAINTENANCE  
Traffic Signals, School Flashers, Lighting, Airport, City Buildings  
JN: 2023-0005**

**DATE:** **December 5, 2022**

---

Attached is an Agreement Amendment with L&M Electric for the Electrical Maintenance of Traffic Signals, School Flashers, Lighting, City Buildings and the Airport. The Amendment extends the Agreement from January 1, 2023, through December 31, 2023, under the same terms and conditions as the February 15, 2021, contract.

**Suggested Motion: Authorize Mayor Stutsman to execute the amendment agreement with L&M Electric to extend by one (1) year through December 31, 2023 for Civil City Electrical Maintenance.**

## AMENDMENT NO. 2

### ELECTRICAL MAINTENANCE SERVICE FOR THE CITY'S TRAFFIC SIGNALS, SCHOOL FLASHERS, LIGHTING, CITY BUILDINGS AND AIRPORT

THIS AMENDMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, by and between **L&M Electric, Inc** ("Contractor"), whose mailing address is 2702 Elkhart Road, Goshen, IN 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("City").

#### RECITALS

- (A) City and Contractor entered into an Agreement on February 15, 2021 for electrical maintenance services for the City's traffic signals, school flashers, lighting, city buildings and airports, Project No. 2021-0005.
- (B) Per the original agreement dated February 15, 2021, the contract may be renewed for three (3) additional one (1) year terms under the same terms and conditions.
- (C) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

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

#### **Section 1. Effective Date; Term**

- (A) The Amendment shall become effective on the day of execution and approval by both parties.
- (B) The Agreement shall be extended for an additional period of one (1) year, and terminate on December 31, 2023.

#### **Section 2. Original Agreement**

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

#### **Section 3. Authority to Execute**

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

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

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

**L&M Electric, Inc**

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

\_\_\_\_\_  
Printed: \_\_\_\_\_

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

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

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

**CITY OF GOSHEN**  
**Engineering Department**  
Municipal Annex Building  
204 East Jefferson Street, Suite 1  
Goshen, Indiana 46528

Telephone: (574) 534-2201  
Facsimile: (574) 533-8626  
E-Mail: [engineering@goshencity.com](mailto:engineering@goshencity.com)

**MEMORANDUM**

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

**FROM:** Engineering Department

**RE:** **AGREEMENT AMENDMENT FOR ELECTRICAL MAINTENANCE  
MUNICIPAL WASTEWATER AND WATER UTILITIES  
JN: 2023-0006**

**DATE:** December 5, 2022

---

Attached is an Agreement Amendment with Middlebury Electric for the Electrical Maintenance for the Wastewater and Water Utilities. The Amendment extends the Agreement from January 1, 2023, through December 31, 2023, under the same terms and conditions as the February 17, 2021, contract.

**Suggested Motion: Authorize Mayor Stutsman to execute the amendment agreement with Middlebury Electric to extend by one (1) year through December 31, 2023 for Utilities Electrical Maintenance.**

## AMENDMENT NO. 2

### ELECTRICAL MAINTENANCE SERVICE FOR THE CITY'S MUNICIPAL WASTEWATER & WATER UTILITIES

THIS AMENDMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, by and between **Middlebury Electric, Inc** ("Contractor"), whose mailing address is 65755 US 33, Goshen, IN 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("City").

#### RECITALS

- (A) City and Contractor entered into an Agreement on February 17, 2021 for electrical maintenance services for the City's municipal wastewater and water utilities, Project No. 2021-0006.
- (B) Per the original agreement dated February 17, 2021, the contract may be renewed for three (3) additional one (1) year terms under the same terms and conditions.
- (C) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

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

#### **Section 1. Effective Date; Term**

- (A) The Amendment shall become effective on the day of execution and approval by both parties.
- (B) The Agreement shall be extended for an additional period of one (1) year, and terminate on December 31, 2023.

#### **Section 2. Original Agreement**

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

#### **Section 3. Authority to Execute**

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

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

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

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

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

**Middlebury Electric, Inc**

\_\_\_\_\_  
Printed: \_\_\_\_\_

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

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



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Goshen Engineering

RE: **WILDEN AVENUE RECONSTRUCTION CO#2  
(JN: 2014-0035)**

DATE: December 5, 2022

---

Attached please find Change Order No. 2 for the contract with Rieth-Riley for the Wilden Avenue Reconstruction project.

This change order is for the removal and replacement of approximately 40 LFT of curb to correct a dip in the curb as a result of a design error and for additional curb to be placed along the back of sidewalk to minimize grading impacts and avoid a larger tree that was erroneously omitted from the tree clearing plans. Change Order No. 2 increases the contract price by \$12,289.76 (0.18% of the original contract amount) making the current contract amount \$6,978,530.83 and adds 2 additional days to the intermediate completion date for phase 3&4 to accommodate the additional work.

<b>Original contract amount</b>	<b>\$6,965,019.65</b>
Change Order No. 1	\$ 1,221.51
Change Order No. 2	\$ 12,289.76
<b>Revised contract amount</b>	<b>\$6,978,530.83</b>

**Suggested Motion: Move to approve and authorize the mayor to sign Change Order No. 2 increasing the contract amount by \$12,289.76, for a revised contract amount of \$6,978,530.83.**



**INDIANA Department of Transportation  
Construction Change Order and Time Extension Summary**

**Contract Information**

District:FT. WAYNE DISTRICT

Contract No.: R -37647

AE:Koch, Michael

Letting Date:05/05/2022

PE/S:Wakeman, John

Status:Draft

**Change Order Information**

Date Generated: 11/21/2022

Change Order No.: 002

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: ERRORS & OMISSIONS, Construct Related

Description: Curb Removal

Original Contract Amount \$ 6,965,019.56

Current Change Order Amount \$ 12,289.76 Percent: 0.176 %

Total Previous Approved Changes \$ 1,221.51 Percent: 0.018 %

Total Change To-Date \$ 13,511.27 Percent: 0.194 %

Modified Contract Amount \$ 6,978,530.83

**Time Extension Information**

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 08/21/2022 or SP Days

(SS = Standard Specification, SP = Special Provision)

**Time Element Description:**

Current Time Extension

SS Days 0 SP Days 2 SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:\_\_\_\_\_ DCE:\_\_\_\_\_ SCE:\_\_\_\_\_ DDCM:\_\_\_\_\_

SS Days\_\_\_\_\_ SP Days Value \$ \_\_\_\_\_

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000 or SP Days 0

**INDIANA Department of Transportation  
Construction Change Order and Time Extension Summary**

**Review and Approval Information**

Required Approval Authority AE: \_\_\_\_\_ DCE: \_\_\_\_\_ SCE: \_\_\_\_\_ \* DDCM: \_\_\_\_\_ \*  
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) ( -- LE \$ 2 M -- ) ( -- GT \$ 2 M -- )  
(Days per Contract) ( 50 SS days ) ( 100 SS days ) ( 200 SS Days ) ( GT 200 SS days)

Verbal Approval Required? Y / N If Y, by \_\_\_\_\_ Date Issued \_\_\_\_\_

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager \_\_\_\_\_

Scope/Design Recommendation Required? Y / N If Y, Referred to Project Manager(PM) \_\_\_\_\_  
Date to PM \_\_\_\_\_ Date Returned \_\_\_\_\_

Approval Authority Concurs with PM? Y / N If Y, Concurrence by \_\_\_\_\_ Date \_\_\_\_\_  
If N,Resolution: Approved \_\_\_\_\_ Disapproved \_\_\_\_\_  
Resolved by \_\_\_\_\_ Date \_\_\_\_\_

LPA Signatures Required? Y / N If Y, Date to LPA \_\_\_\_\_ Date Returned \_\_\_\_\_

FHWA Signatures Required? Y / N If Y, Date to FHWA \_\_\_\_\_ Date Returned \_\_\_\_\_

\* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract No:R -37647  
Change Order No:002

INDIANA  
Department of Transportation

Date:12/01/2022  
Page: 3

Contract: R -37647  
Project: 1400715 - State:140071500LC2  
Change Order Nbr: 002  
Change Order Description: Curb Removal  
Reason Code: ERRORS & OMISSIONS, Construct Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0136	1400715	0136	202-02279	LFT	62.500	40.000	C	Amount:\$ 2,500.00
<b>Item Description:</b> CURB AND GUTTER REMOVE Supplemental Description1: Curb and Gutter Removal Supplemental Description2:								
0137	1400715	0137	605-06155	LFT	25.000	40.000	C	Amount:\$ 1,000.00
<b>Item Description:</b> CURB AND GUTTER CONCRETE MODIFIED Supplemental Description1: Curb and Gutter Rework Supplemental Description2:								
0138	1400715	0138	605-06120	LFT	156.960	56.000	C	Amount:\$ 8,789.76
<b>Item Description:</b> CURB CONCRETE Supplemental Description1: Curb, Concrete, Reinforced Supplemental Description2:								

Total Value for Change Order 002 = \$ 12,289.76

#### Milestone Time Adjustment

MileStone Nbr: 01  
Milestone Description: INTERMEDIATE COMPLETION DATE PHASE 3 AND 4  
Original Completion dt: 10/28/2022 Adj compl dt 10/30/2022 Adj No. of Days 2  
Explanation: Will have 1 day to do the excavation for the new curb and 1 full day to form/place the curb.

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

#### General or Standard Change Order Explanation

Curb and gutter was installed per the design plans from Sta. 51+31, southeast Quad of 5th and Wilden. Immediately following the installation a dip in the curb was observed. Rieth-Riley attempted to take corrective actions to repair the dip in the curb but could not correct the issue prior to the concrete setting up. Grades and elevations were reviewed and confirmed the installation matched plan elevations. To prevent any potential issues, it was agreed that approximately 40 feet of curb would need to be removed and replaced to correct the dip. As the curb was originally installed per the lines and grades shown on the plans, this was determined to be an error in the plans. Removal and replacement was not completed at the original contract prices as adjacent curb and finished surfaces remained in place and had to be worked around. Rieth-Riley submitted a total LS price for the removal and replacement. The LPA ERC is aware of the change and is in agreement. The INDOT PM and AE have been made aware of this change due to being coded as Error and Omissions. No additional time was requested or is warranted for this work.

#### General or Standard Change Order Explanation

A contract time adjustment is not required for this change.

#### General or Standard Change Order Explanation

A contract time adjustment is required for this change and has been addressed herein.

#### General or Standard Change Order Explanation

Due to existing trees along 907 N. Main the proposed grading could not be completed per plan. The roots of the existing tree would have been exposed/damaged with final grading, or grading would have to be extended beyond the R/W to achieve the intent of the plans. Rather than expose roots and risk killing the tree, pricing was requested to construct a reinforced curb wall. The new sidewalk has already been installed along this area. The cost provided was reviewed and determined to be reasonable for the work requested. The standup curb will be all hand poured, contains reinforcing bars, and is being excavated/constructed by hand with the new sidewalk already in place, all of which contribute to a higher than normal cost. The Contractor also requested an additional 2 days be added to the ICD for Phases 3/4, which is acceptable. The work will require an additional day for the excavation/forming of the curb, and also an additional day to pour and finish. The INDOT AE and LPA ERC are in concurrence with this change, which is deemed to be participating.

**Change Order Explanation for Specific Line Item**

\*\*\*\*\*

It is the intent of the parties that this change order is full and complete compensation for the work describe above.  
Notification and consent to this change order is hereby acknowledged.

Contractor: Rieth Riley Construction Co, Inc

Signed By: 

Date: 12/1/22

\*\*\*\*\*

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -37647  
Change Order No:002

INDIANA  
Department of Transportation

Date:12/01/2022  
Page: 5

\*\*\*\*\*

APPROVED FOR LOCAL PUBLIC AGENCY

Josh Coons  
(SIGNATURE)

CITY ENGINEER  
(TITLE)

12/1/22  
(DATE)

\_\_\_\_\_  
(SIGNATURE)

MAYOR  
(TITLE)

\_\_\_\_\_  
(DATE)

\*\*\*\*\*

SUBMITTED FOR CONSIDERATION

PE/S \_\_\_\_\_

\*\*\*\*\*

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level      Name of Approver      Date      Status

\*\*\*\*\*



**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Engineering

RE: **2022 PAVEMENT MANAGEMENT PLAN – JN: 2022-0004**

DATE: December 5, 2022

---

Attached please find the of the 2022 Pavement Management Plan.

This plan reports on the condition of the City's roadways and, once submitted to LTAP, fulfills one of the requirements required to be eligible for Community Crossings Matching Grant applications. The report summarizes the condition of the city's roadway network using the PASER rating system. The report is required to be updated and submitted to LTAP each year along with a pavement inventory. The City's road network is required to be rated every other year.

**It is requested the Board of Public Works approve the revised Pavement Management Plan for 2022.**

Thank you for your consideration of this request.



City of Goshen

# Pavement Management Plan

November 2022

Approved by:

Board of Public Works and Safety

---

Mayor Jeremy Stutsman

---

Michael Landis

---

Mary Nichols

---

DeWayne Riouse

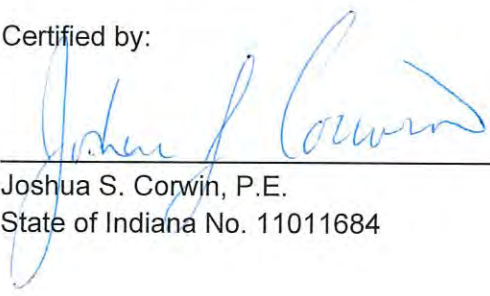
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Barb Swartley

Prepared by:

City of Goshen Engineering Department  
204 East Jefferson Street, Suite 1  
Goshen, IN 46528

Certified by:



---

Joshua S. Corwin, P.E.

State of Indiana No. 11011684

**Table of Contents**

Definitions ..... 2

Report Overview ..... 3

Goals and Objectives ..... 3

What is the PASER System? ..... 3

Study Methodology ..... 9

Pavement Maintenance and Cost Considerations ..... 10

Pavement Preservation Strategy ..... 10

Roadway Improvements Scheduled for 2023 ..... 13

Roadway Improvements Completed in 2022 ..... 14

Recommendations and Conclusions ..... 17



## Definitions

1. **Transverse Crack** - Cracks perpendicular to the pavement's centerline.
2. **Longitudinal Crack** - Cracks parallel to the pavement's centerline.
3. **Rutting** - Surface depression in the wheel path of the pavement.
4. **Block Cracking** - Interconnected cracks that divide the pavement up into rectangular pieces.
5. **Alligator Cracking** - A series of interconnected cracks caused by fatigue failure of the HMA surface under repeated traffic loading.
6. **Raveling** - The progressive disintegration of an HMA layer from the surface downward as a result of the dislodgement of aggregate particles.

## Report Overview

The purpose of this inspection report was to rate the current pavement conditions of each street segment and to identify needed maintenance and repair of the 153 centerline miles of roadway (312 lane miles) under the jurisdiction of the City of Goshen utilizing the PASER guidelines. The results of the study will be the basis for the development of programs in consideration of available funds. The study is intended to be reviewed and updated annually with PASER reassessment occurring every other year.

## Goals and Objectives

It is the City of Goshen's goal to use the inventory and condition ratings to apply appropriate roadway preservation techniques in order to extend the life of the City's roadways in a cost-effective manner. It is the City's goal to reduce the number of poor roads (PASER rating 1-4) from 70% to 30% in the next 20 years.

## What is the PASER System?

The Pavement Surface Evaluation and Rating (PASER) system visually evaluates the condition of road segments. Ratings are applied to road segments of varying length, with segment values ranging from 10 for a new road segment to 1 for a completely failed segment, and specific ratings determined by the number and type of surface defects. The rating is based upon the worst area within the street segment.

PASER also recommends needed maintenance or repair, based on the condition of the roadway. PASER Ratings for this report are divided into the following maintenance categories:

PASER Rating	Pavement Quality
10	Excellent
9	
8	
7	Fair
6	
5	
4	
3	Poor
2	
1	

- **Roads with PASER ratings of 8-10 (Good Condition) require Routine Maintenance.** Routine maintenance encompasses day-to-day maintenance activities, such as street sweeping, drainage, shoulder gravel grading, and sealing cracks to prevent standing water and water penetration.



PASER Rating 9

There are no visible distresses in PASER ratings 9 and 10 because they are new constructions or recent overlays.

Pictured is River Race Drive between Madison Street and Monroe Street shows no signs of wear.



PASER Rating 8

Roadways with a PASER rating 8 have no longitudinal cracks, except for reflection of pavement joints. Occasional transverse cracks spaced 40 feet or more apart. All cracks are sealed or tight (open less than 1/4").

Pictured is Martin Avenue from the Meijer Access Road to Corporate limits. This roadway has small occasional cracks, and requires very little maintenance.

- **Roads with PASER ratings of 5-7 (Fair Condition) require Capital Preventative Maintenance.** Capital preventative maintenance is a planned set of cost-effective treatments to an existing roadway system that slow down future deterioration and maintain or improve the functional condition of the system without significantly increasing structural capacity. The purpose of capital preventative maintenance fixes is to protect the pavement structure, slow the rate of pavement deterioration, and/or correct pavement surface deficiencies. These treatments are targeted at pavement surface defects primarily caused by the environment and by pavement material deficiencies.



PASER Rating 7

PASER rating 7 pavement can include very slight or no raveling and shows some surface wear. Longitudinal cracks from reflection or paving joints can be up to 1/4" wide and transverse cracks can be up to 1/4" wide and spaced between 10' and 40' apart. There is little or slight crack raveling, no patching, or very few patches in excellent condition.

Pictured is Wheatland Drive from Barley Lane to Oatfield Lane. This roadway has some longitudinal cracks. There are also transverse cracks 10'-40' apart. Most of the cracks are not open due to being recently crack sealed.



PASER Rating 6

Roadways with a PASER rating of 6 are starting to show signs of traffic wear and/or raveling. There are open longitudinal cracks with a width between 1/4"-1/2". Transverse cracks are open with a width between 1/4"-1/2" with some being less than 10' apart. The first signs of block cracking can appear, slight to moderate flushing or polishing, and it may have occasional patches in good condition.

Pictured is Waterford Mills Parkway between Regent Street and Edison Drive. This roadway has transverse cracks that are open between 1/4" and 1/2" and are less than 10 feet apart. Some longitudinal cracking along the corridor.



PASER Rating 5

Roadways with a PASER rating of 5 have moderate to severe raveling, longitudinal and transverse cracks open 1/2" or more and secondary cracks. Block cracking on up to 50% of the pavement surface, extensive to severe polishing, and some patching or wedging in good condition.

Pictured is Mountain Ash Lane between Redspire Boulevard and Tulip Boulevard. This roadway has transverse cracks that are greater than 1/2" wide.

**Roads with PASER ratings of 1-4 (Poor Condition) require Structural Improvements.** This category includes work identified as rehabilitation and reconstruction, addressing the structural integrity of a road.



PASER Rating 4

PASER rating 4 roadways have severe surface raveling, multiple longitudinal and transverse cracks with slight raveling, block cracking over 50% of the surface, patching in fair condition, and rutting of less than 1/2".

Pictured is Sixth Street between Lincoln Avenue and Washington Street. This roadway has longitudinal cracks in the wheel path and the block cracking.



PASER Rating 3

Roadways with PASER rating 3 may have closely spaced longitudinal and transverse cracks, severe block cracking, alligator cracking on less than 25% of the surface, patches in fair to poor condition, occasional potholes, and rutting between 1/2" and 2".

Pictured is Lincoln Avenue between Greene Road and Silverwood Lane. This roadway has longitudinal and transverse cracks that are showing erosion, and there is also rutting in the wheel path.



PASER Rating 2

A PASER rating 2 road has cracking over 25% of the surface, rutting greater than 2", patches in poor condition, and potholes.

Pictured is VanGilst Drive between Alfalfa Street and Michigan Street. This roadway has alligator cracking over 25% of the surface, and patches that are in poor condition.



PASER Rating 1

PASER rating 1 roadways have severe distress with a loss of surface integrity.

Pictured is Westfield Drive between Pike Street and Wilkinson Street. This roadway has extensive alligator cracking and multiple patches that are in poor condition making it a PASER rating 1.

## Study Methodology

The City of Goshen utilized 2-person data collection teams. Each roadway segment was driven. At the end of the segment, the team discussed the roadway and documented the data into a mobile GIS application that factors that resulted in the segment rating. All segments were entered into a spreadsheet that will allow for easy data presentation. Data for the 2022 report was collected in March of 2022.

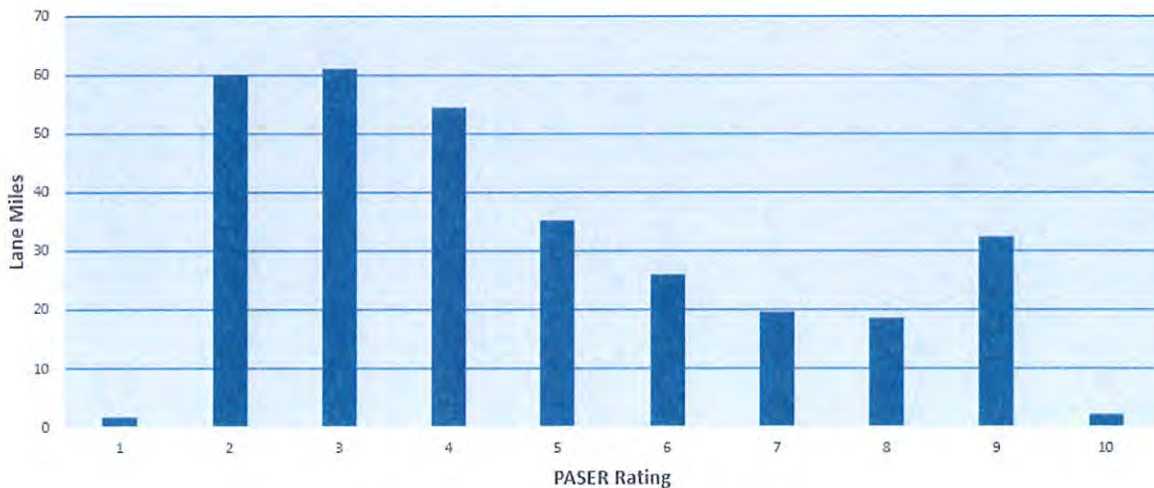
Data collection team members attend regular training sessions hosted by Indiana Local Technical Assistance Program (LTAP). Participants are given instructions on how to use the PASER road rating system for data collection.

### Goshen's Existing Roadway Conditions

A detailed table of the system is included in Appendix A. The table below provides a summary of the mileage and condition rating for the City. A rating of 5 is the minimum acceptable pavement condition, because it is the last rating that does not require structural repairs. Currently the average rating per lane mile for the City's network is **4.68**, up slightly from 2021's average of 4.49.

Rating and Mileage Summary		
Ratings	Lane Miles	Percentage
0-4	177.2	56.9%
5-7	80.9	26.0%
8-10	53.5	17.2%
Total	311.6	

Results of the 2022 PASER ratings are shown below in chart form.



A color-coded map of the PASER ratings for every street within the City of Goshen's street network is included in Appendix A.



## Pavement Maintenance and Cost Considerations

A good pavement maintenance program involves a combination of activities that revolve around the principal that once pavement gets to a certain condition, the deterioration of the pavement accelerates. Maintenance items such as crack sealing on roads with PASER ratings in the Good categories (PASER Ratings 8-10) and sealing or micro-surfacing roadways with PASER ratings in the Fair categories (PASER Rating 5-7) are an essential part of roadway maintenance program. Crack sealing is a low-cost method to keep the roads from needing high cost reconstruction. Structural improvements are recommended for streets with a PASER Rating of 4 or below. Streets with a PASER Rating 3-4 are typically slated for milling and overlay with full depth patches. Street with a PASER Rating 1-2 are typically full-depth pavement reconstruction projects. The following table summarizes the anticipated costs associated with the City of Goshen's streets.

<b>Cost Summary of Goshen's Roadway Network (Based on 2022 PASER Ratings)</b>					
<b>PASER Rating</b>	<b>Centerline Miles</b>	<b>Treatment</b>	<b>Estimated Cost Per Mile</b>	<b>Estimated Cost</b>	<b>Typical Performance Period (Years)</b>
8-10 (Good)	26.1	Crack Seal	\$8,500	\$221,850	2-4
7 (Fair)	9.3	Chip Seal	\$23,000	\$213,900	4-6
6 (Fair)	12.9	Slurry Seal	\$33,500	\$432,150	4-6
5 (Fair)	17.3	Micro-Surface	\$65,000	\$1,124,500	5-7
4 (Poor)	26.7	Mill & Overlay w/ 5% Full-Depth Patching	\$175,000	\$4,672,500	5-10
3 (Poor)	30.0	Mill & Overlay w/ 25% Full-Depth Patching	\$330,000	\$9,900,000	5-10
1-2 (Poor)	30.9	Full Reconstruction	\$1,070,000	\$33,063,000	20-30
<b>Total =</b>				<b>\$49,627,900</b>	

While there are numerous accepted treatments for recommended for each PASER rating level, the above methods are the most likely to be used by the City of Goshen. The costs alone show why it is so important maintain the higher rated streets and keep them from failure. The crack sealing be done with in-house crews, whereas the other options are usually bid and done by a contractor. In order to further stretch the paving funds, the Street Department has also started performing some of the paving operations in-house.

## Pavement Preservation Strategy

The pavement preservation strategy is an important component of the asset management plan as it outlines a systematic approach to pavement maintenance. Pavement preservation strategies can be very basic, such as a "fix the worst first" strategy or can be very complex, using historical data on pavement treatments and maintenance costs to develop pavement degradation curves and document the benefits of each type of treatment to develop an optimal approach to minimize

maintenance expenses. The more complex approach can be very time consuming even with the use of specialized software, but many communities are seeing benefits from this approach that far outweigh the time and software costs.

The following tables are an example that roughly represent the City's current approach:

Arterial-Collector			
Year	Est. PASER	Treatment	Est. Cost
3	9	Crack Seal	\$ 6,000
7	7	Crack Seal	\$ 6,000
15	4	2" Mill and Overlay	\$ 110,000
19	7	Crack Seal	\$ 6,000
23	5	Crack Seal	\$ 6,000
27	4	Crack Seal	\$ 6,000
30	3	Reconstruction <sup>^</sup>	\$ 900,000
<b>Total Life Cycle Cost</b>			<b>\$1,040,000</b>
<b>Yearly Cost</b>			<b>\$ 30,000</b>

Local			
Year	Est. PASER	Treatment	Est. Cost
4	8	Crack Seal	\$ 6,000
8	6	Crack Seal	\$ 6,000
12	5	Crack Seal	\$ 6,000
20	3	2" Mill and Overlay	\$ 110,000
24	6	Crack Seal	\$ 6,000
28	5	Crack Seal	\$ 6,000
33	3	2" Mill and Overlay	\$ 110,000
37	6	Crack Seal	\$ 6,000
41	4	Crack Seal	\$ 6,000
45	3	Reconstruction - Minor Road <sup>^</sup>	\$ 550,000
<b>Total Life Cycle Cost</b>			<b>\$ 812,000</b>
<b>Yearly Cost</b>			<b>\$18,044.44</b>

*\*Note - The Costs do not include any necessary additional expenditures such as professional design services, right-of-way acquisition, utility relocation, etc.*

The following tables summarize the estimated life cycle of the pavement resulting from the current preservation approach:

	Arterial-Collector	Local
<b>Total Lane Miles</b>	<b>71.1</b>	<b>240.6</b>
<b>Total Life Cycle Cost per Lane Mile</b>	<b>\$ 1,040,000</b>	<b>\$ 812,000</b>
<b>Yearly Average Cost per Lane Mile</b>	<b>\$ 30,000</b>	<b>\$ 18,044</b>
<b>Resulting Average PASER</b>	<b>5.93</b>	<b>5.16</b>
<b>% PASER 5 &amp; over</b>	<b>77%</b>	<b>58%</b>
<b>% PASER 4 &amp; over</b>	<b>97%</b>	<b>84%</b>
<b>Yearly Required Lane Miles Per Activity</b>		
<b>Reconstruction</b>	<b>2.4</b>	<b>-</b>
<b>Reconstruction - Minor Road</b>	<b>-</b>	<b>5.3</b>
<b>2" Mill and Overlay</b>	<b>2.4</b>	<b>10.7</b>
<b>Crack Seal</b>	<b>11.9</b>	<b>37.4</b>
<b>Required Yearly Expenditure</b>	<b>\$ 2,133,000</b>	<b>\$ 4,340,754</b>

The values shown in the above table assume that the current road network is already at the desired average PASER rating. Additional expenditures would be required over time to bring the network up to the desired level. Expenditure levels as part of the preservation strategy can be manipulated to result in a desired level for the average PASER rating for each road classification group. Note that the required expenditures represented in the table are often supplemented to some level with federal assistance, grant money, and funds from the City's Redevelopment Commission.

The following table shows the lane miles completed for each maintenance activity over the last 4 years given the current funding and manpower available relative to the amounts suggested in the pavement management plan's preservation strategy:

**Lane Miles per Maintenance Activity**

	2019	2020	2021	2022	AMP
Concrete - Joint/Crack Sealing	-	-	4.4	-	-
Concrete - Slab Replacement	1.8	2.4	2.5	2.5	0.6
Concrete - Full Depth Repairs					
Crack Seal	0.7	22.7	15.3	9.3	45.6
Mill and Overlay - 1.5"	6.3	-	19.8	-	12.3
Mill and Overlay - 2"	-	-	10.4	8.3	
Overlay - 1.5"	-	-	0.2	0.4	-
Reconstruction - Asphalt	5.9	2.3	6.9	1.0	7.0
Overlay < 1.5"	1.9	-	-	-	-

## Roadway Improvements Scheduled for 2023

(Known projects as of report date)

### Reconstruction

Wilden Ave. – Rock Run Creek to Main St.

Indiana Ave. – US 33 to Chicago Ave.

### Full-Depth Replacement

Indiana Ave. – NS Chicago Line north

Alley #260 – Main St. to Alley #141

Chicago Ave. – Harrison St. to Bashor Rd.

Edgewood Dr. – Colonial Manor Dr. to Greene Rd.

Mayfield Dr. – Greene Rd. to Bashor Rd.

### Mill/Pave

13<sup>th</sup> St. – Leroy St. to College Ave.

Chicago Ave. – Harrison St. west

Leroy St. – 12<sup>th</sup> St. to 15<sup>th</sup> St.

Mervin St. – 12<sup>th</sup> St. to 15<sup>th</sup> St.

Oak Lane – College Ave. north

Rieth Blvd. – CR 17 to US 33

Wildwood Ct. – Mervin St. to end

12<sup>th</sup> St. – Leroy St. to College Ave.

Wilson Ave. – Plymouth Ave. to Main St.

10<sup>th</sup> St – Madison St. to Washington St,

Jefferson St. – 10<sup>th</sup> St. to 11<sup>th</sup> St.

11<sup>th</sup> St. – Madison St. to Jefferson St.

Merrill Pl. – Parmley Dr. to Gorham Rd.

Twinflower Dr. – Mintcrest Dr. to Sweet Clover Dr.

Harvest Dr. – Mintcrest Dr. to Sweet Clover Dr.

Crimson Leaf Dr. – Harvest Dr. to Twinflower Dr.

White Blossom Dr. – Harvest Dr. to Twinflower Dr.

Red Blossom Dr. – Harvest Dr. to Twinflower Dr.

Sweet Clover Dr. – Harvest Dr. to Twinflower Dr.

### Overlays

Burdick St. – Main St. west

Jackson St. – Main St. west

Murray St. – Wilson Ave. west

## Roadway Improvements Completed in 2022

Roadway	From	To	2022 Treatment
Brookfield Ct	Dead End	Kentfield Way	Concrete - Slab Replacement
Kentfield Way	Woodstone Ct	Brookfield Ct	Concrete - Slab Replacement
Elmherst Ct	Dead End	Kentfield Way	Concrete - Slab Replacement
Kentfield Way	Elmherst Ct	Ashton Ct	Concrete - Slab Replacement
Maywood Ct	Dead End	Kentfield Way	Concrete - Slab Replacement
Kentfield Way	Pembroke Cir	Pembroke Cir	Concrete - Slab Replacement
Winsted Dr	College Ave	Kentfield Way	Concrete - Slab Replacement
Ashton Ct	Dead End	Kentfield Way	Concrete - Slab Replacement
Garland Dr	Canton Dr	Sutton Ct	Concrete - Slab Replacement
Sutton Ct	Dead End	Garland Dr	Concrete - Slab Replacement
Canton Dr	College Ave	Garland Dr	Concrete - Slab Replacement
Kentfield Way	Winsted Dr	Pembroke Ci	Concrete - Slab Replacement
Kentfield Way	Canton Dr	Elmherst Ct	Concrete - Slab Replacement
Garland Dr	Sutton Ct	Kentfield Way	Concrete - Slab Replacement
Canton Dr	Garland Dr	Kentfield Way	Concrete - Slab Replacement
Kentfield Way	Canton Dr	Brookfield Ct	Concrete - Slab Replacement
Kentfield Way	Maywood Ct	Woodstone Ct	Concrete - Slab Replacement
Kentfield Way	College Ave	Maywood Ct	Concrete - Slab Replacement
Ferndale Rd	Midway Rd	County Home Rd	Crack Seal
Midway Rd	Ferndale Rd	County Rd 113	Crack Seal
Midway Rd	Elkhart Rd	County Home Rd	Crack Seal
Berkey Ave	Greene Rd	Wentworth Dr	Crack Seal
Berkey Ave	Waneta Dr	City Limits	Crack Seal
Berkey Ave	Wentworth Dr	Waneta Dr	Crack Seal
Marshwood Rd	Cul-de-Sac	Marabou Pl	Crack Seal
Sweetbriar Dr	Woodmere Ln	Wilden Ave	Crack Seal
Marshwood Rd	Russett Ave	Saybrook Dr	Crack Seal
Marshwood Rd	Russet Ave	Sweetbriar Dr	Crack Seal
Lincoln Ave	Main St	3rd St	Crack Seal
Lincoln Ave	3rd St	2nd St	Crack Seal
Lincoln Ave	Water St	Chicago Ave	Crack Seal
9th St	Madison St	Jefferson St	Crack Seal
8th St	Washington St	Lincoln Ave	Crack Seal
Purl St	9th St	8th St	Crack Seal
Purl St	7th St	6th St	Crack Seal
Purl St	6th St	5th St	Crack Seal
8th St	Madison St	Jefferson St	Crack Seal
8th St	Jefferson St	Washington St	Crack Seal

9th St	Jefferson St	Washington St	Crack Seal
Lincoln Ave	5th St	Main St	Crack Seal
Jefferson St	10th St	9th St	Crack Seal
Purl St	Cottage Ave	7th St	Crack Seal
Purl St	8th St	Cottage Ave	Crack Seal
Lincoln Ave	2nd St	Water St	Crack Seal
Martin Ave	Meijer Access Rd West	Corp Limits	Crack Seal
Ferndale Rd	County Home Rd	Elkhart Rd	Crack Seal
Marshwood Rd	Marabou Pl	Saybrook Dr	Crack Seal
Lincoln Ave	8th St	Railroad Tracks	Crack Seal
Newbury Circ	Regent St	Regent St	Crack Seal
Tyler Ln	Tippecanoe Dr	William Henry Ln	Crack Seal
Shawnee Dr	Harrison Ridge Ln	Dead end	Crack Seal
Tyler Ln	Aspen Dr	Weaver Woods Dr	Crack Seal
Tyler Ln	Aspen Dr	William Henry Ln	Crack Seal
Shawnee Dr	Harrison Ridge Ln	Tippecanoe Dr	Crack Seal
Harrison Ridge Ln	CR 28	Tyler Ln	Crack Seal
Shawnee Dr	Aspen Dr	William Henry Ln	Crack Seal
William Henry Ln	Tyler Ln	Shawnee Dr	Crack Seal
Tyler Ln	Palmetto Ln	Dead end	Crack Seal
Tyler Ln	Weaver Woods Dr	Palmetto Ln	Crack Seal
Tyler Ln	Harrison Ridge Ln	Tippecanoe Dr	Crack Seal
Shawnee Dr	Tippecanoe Dr	William Henry Ln	Crack Seal
Fescue Ct	Michigan Ave	Cul-de-Sac	Mill and Overlay - 2"
Berkey Ave	Amberwood Dr	Greene Rd	Mill and Overlay - 2"
Berkey Ave	Silverwood Ln	Amberwood Dr	Mill and Overlay - 2"
Berkey Ave	Wheatland Dr	Silverwood Ln	Mill and Overlay - 2"
Berkey Ave	Glenwood Dr	Wheatland Dr	Mill and Overlay - 2"
Berkey Ave	Riverside Blvd	Bainbridge Pl	Mill and Overlay - 2"
Berkey Ave	Winter Ave	Riverside Blvd	Mill and Overlay - 2"
Huron St	Pike St	Wilkinson St	Mill and Overlay - 2"
Carter Rd	Main St	Main St	Mill and Overlay - 2"
Sedgefield Way	Harvest	Clover Trails Blvd	Mill and Overlay - 2"
Clover Trails Blvd	Indiana Ave	Sedgefield Way	Mill and Overlay - 2"
Harvest Dr	Sedgefield Way	Sweet Clover Dr	Mill and Overlay - 2"
Westwood Rd	Main St	Woodward Pl	Mill and Overlay - 2"
Berkey Ave	Bainbridge Pl	Glenwood Dr	Mill and Overlay - 2"
Berkey Ave	Dewey Ave	Winter Ave	Mill and Overlay - 2"
Sedgefield Way	Twinflower Dr	Clover Trails Blvd	Mill and Overlay - 2"
Westwood Rd	Mayflower Pl	Gra-Roy	Mill and Overlay - 2"
Illinois St	11th St	10th St	Mill and Overlay - 2"

Illinois St	12th St	11th St	Mill and Overlay - 2"
Illinois St	14th St	13th St	Mill and Overlay - 2"
Ohio St	11th St	10th St	Mill and Overlay - 2"
Ohio St	12th St	11th St	Mill and Overlay - 2"
Illinois St	13th St	12th St	Mill and Overlay - 2"
Illinois St	15th St	14th St	Mill and Overlay - 2"
Iowa St	11th St	10th St	Mill and Overlay - 2"
Iowa St	12th St	11th St	Mill and Overlay - 2"
Iowa St	13th St	12th St	Mill and Overlay - 2"
Iowa St	14th St	13th St	Mill and Overlay - 2"
College Ave	10th St	9th St	Mill and Overlay - 2"
12th St	Mervin St	College Ave	Mill and Overlay - 2"
12th St	Mervin St	Leroy St	Mill and Overlay - 2"
College Ave	15th St	13th St	Mill and Overlay - 2"
College Ave	14th St	13th St	Mill and Overlay - 2"
College Ave	13th St	12th St	Mill and Overlay - 2"
College Ave	12th St	11th St	Mill and Overlay - 2"
College Ave	11th St	10th St	Mill and Overlay - 2"
Madison St	9th St	8th St	Mill and Overlay - 2"
Madison St	8th St	Cottage Ave	Mill and Overlay - 2"
Madison St	Cottage Ave	7th St	Mill and Overlay - 2"
Madison St	7th St	6th St	Mill and Overlay - 2"
Madison St	6th St	5th St	Mill and Overlay - 2"
Madison St	5th St	Main St	Mill and Overlay - 2"
Illinois St	16th St	15th St	Mill and Overlay - 2"
Gorham Rd	Parmley Dr	Lincolnway East	Mill and Overlay - 2"
Westwood Rd	Woodward Pl	Mayflower Pl	Mill and Overlay - 2"
Skyview Dr	Cul-de-sac	Indiana Ave	Overlay - 1.5"
Wilden Ave	N 5th St	Main St	Reconstruction - Asphalt
Dykstra St	24th St	23rd St	Reconstruction - Asphalt
Dykstra St	27th St	26th St	Reconstruction - Asphalt
Dykstra St	29th St	28th St	Reconstruction - Asphalt
Dykstra St	28th St	27th St	Reconstruction - Asphalt
Dykstra St	26th St	Blackport Dr	Reconstruction - Asphalt
Dykstra St	Blackport Dr	24th St	Reconstruction - Asphalt
Dykstra St	23rd St	22nd St	Reconstruction - Asphalt

## **Recommendations and Conclusions**

This report provides the City with valuable information to assist in determining the annual maintenance budget. The results of this plan provide the City with a summary of the potential costs and different life cycle options that can be used in creating a plan for road maintenance. However, if more manhours were available, much more could be done to better track the deterioration and current condition of the pavement and the associated costs of maintenance. With the improved data, analysis and optimization, there would be a potential for a significant increase in the amount of realized improvement per dollar spent.

While many of the City's streets are not in need of complete reconstruction, the overall network is currently deteriorating year over year. There are several options that are currently used and some that are being considered to help preserve and extend the life of City streets. It is important to utilize preventative maintenance treatments early on in the life cycle of pavement, while the pavement is in good condition in order to extend the life of the pavement.

Biennial monitoring of all streets will need to be done to ensure that roadways are deteriorating at expected rates. This will help to find what maintenance methods help extend the lifecycle of the pavement most efficiently. Drainage conditions need to be looked at as well to determine if a drainage issue is causing the pavement failure. With overlays and reconstructions, the drainage catch basins may need to be adjusted to make sure that water is not trapped on the pavement.

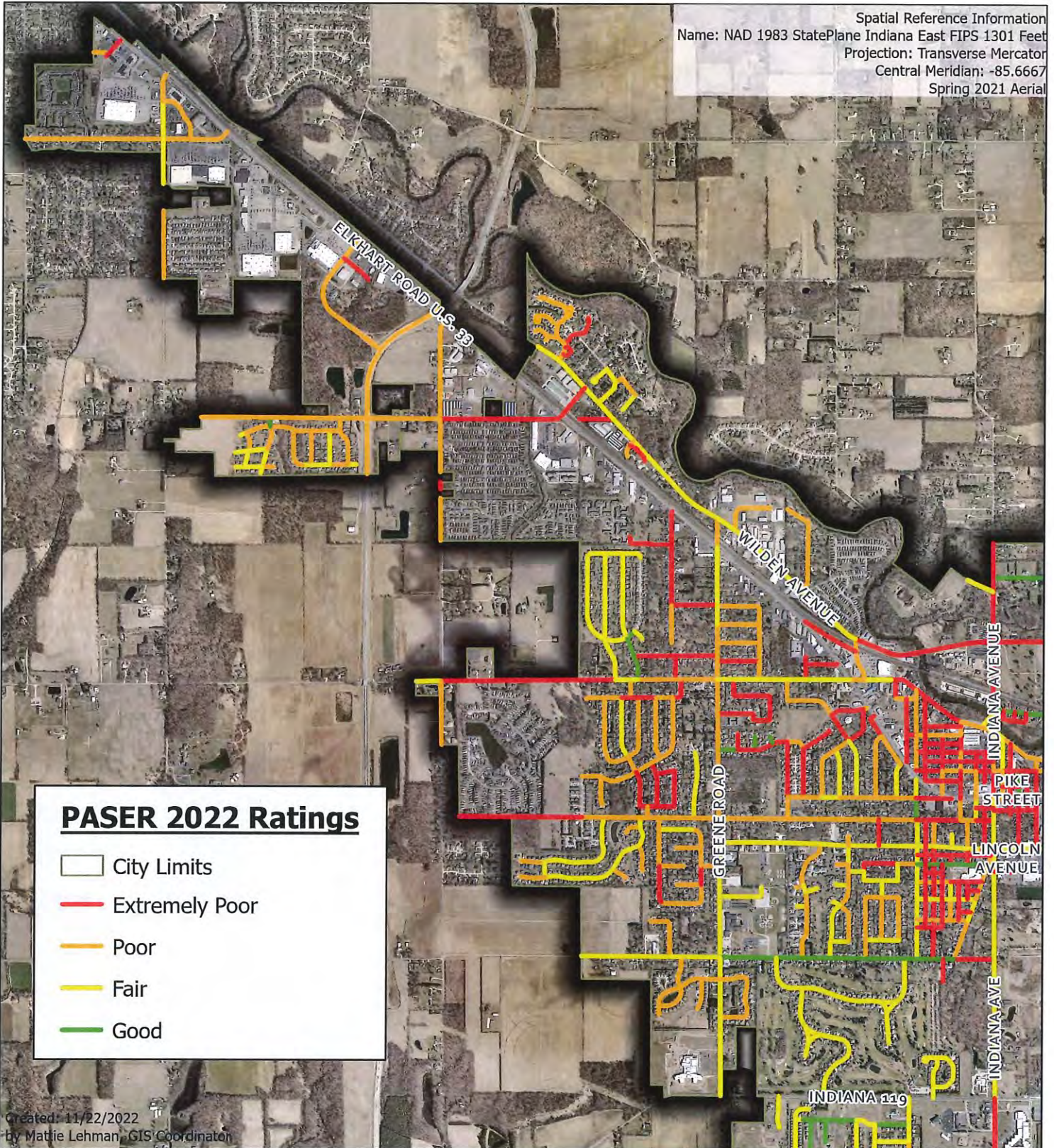
The following is a list of recommendations resulting from this report:

- Adopt this plan as a framework for future maintenance and rehabilitation of the City of Goshen's Streets.
- The City should consider investment in a comprehensive pavement management program and preservation strategy to better optimize each dollar spent.
- The City should retain an asset manager to provide additional review and evaluation of appropriate funding distributions.



## Appendix

Spatial Reference Information  
 Name: NAD 1983 StatePlane Indiana East FIPS 1301 Feet  
 Projection: Transverse Mercator  
 Central Meridian: -85.6667  
 Spring 2021 Aerial



**PASER 2022 Ratings**

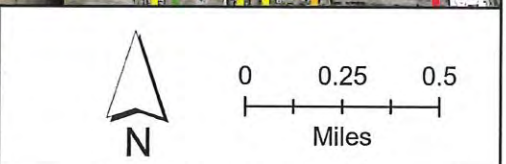
- City Limits
- Extremely Poor
- Poor
- Fair
- Good

Created: 11/22/2022  
 By Mattie Lehman - GIS Coordinator

**City of Goshen - Southeast**

**2022 - PASER Ratings**

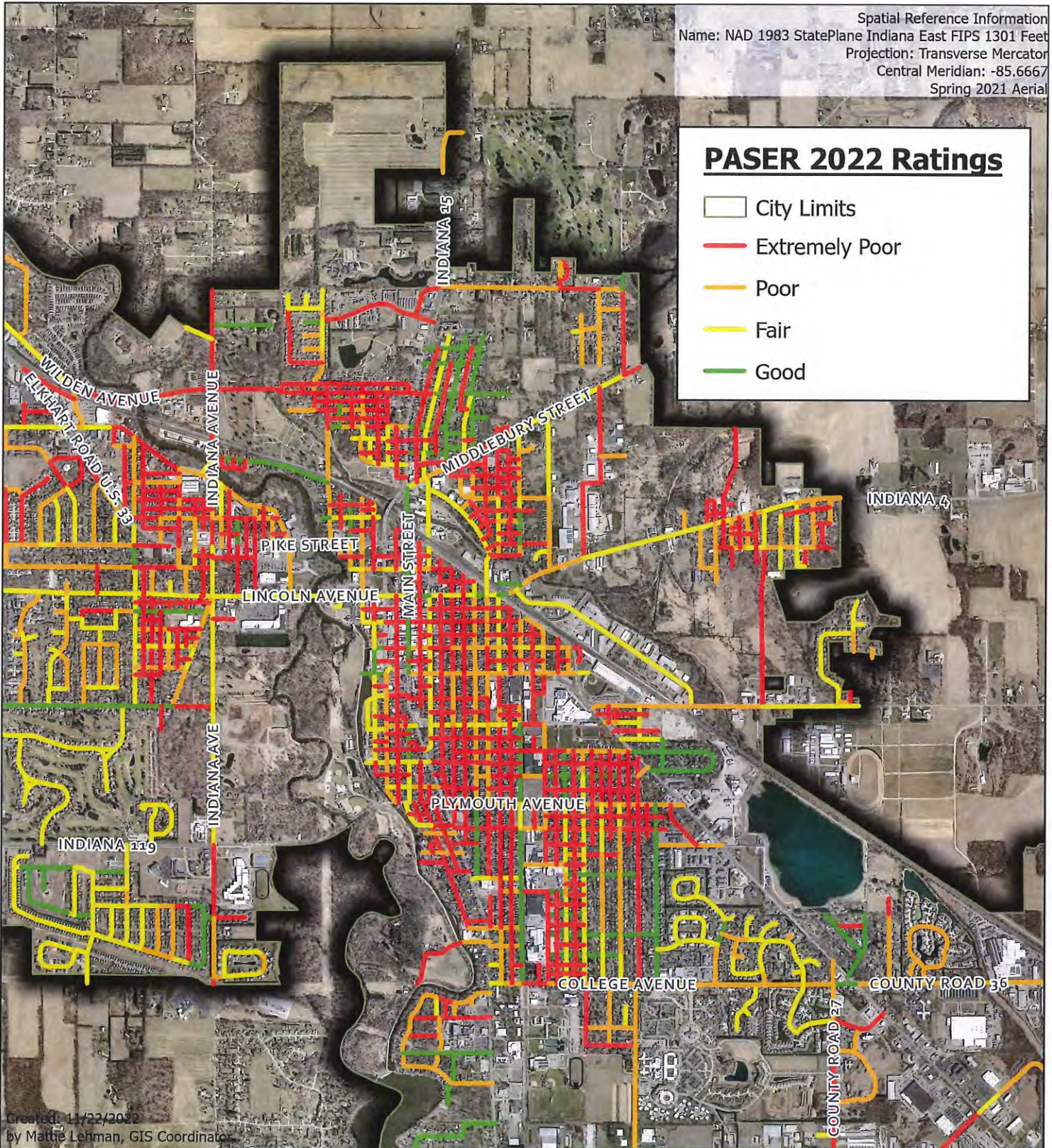
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**The City of Goshen**  
 Department of Public Works &  
 Safety Office of Engineering  
 204 East Jefferson Street, Goshen, Indiana 46528  
 Phone: 574-534-2201 Fax: 574-533-8626

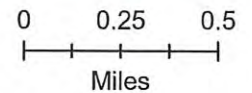
### PASER 2022 Ratings

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-  Fair
-  Good



Created: 11/22/2022  
 by Mattie Lehman, GIS Coordinator

## City of Goshen - Southeast 2022 - PASER Ratings

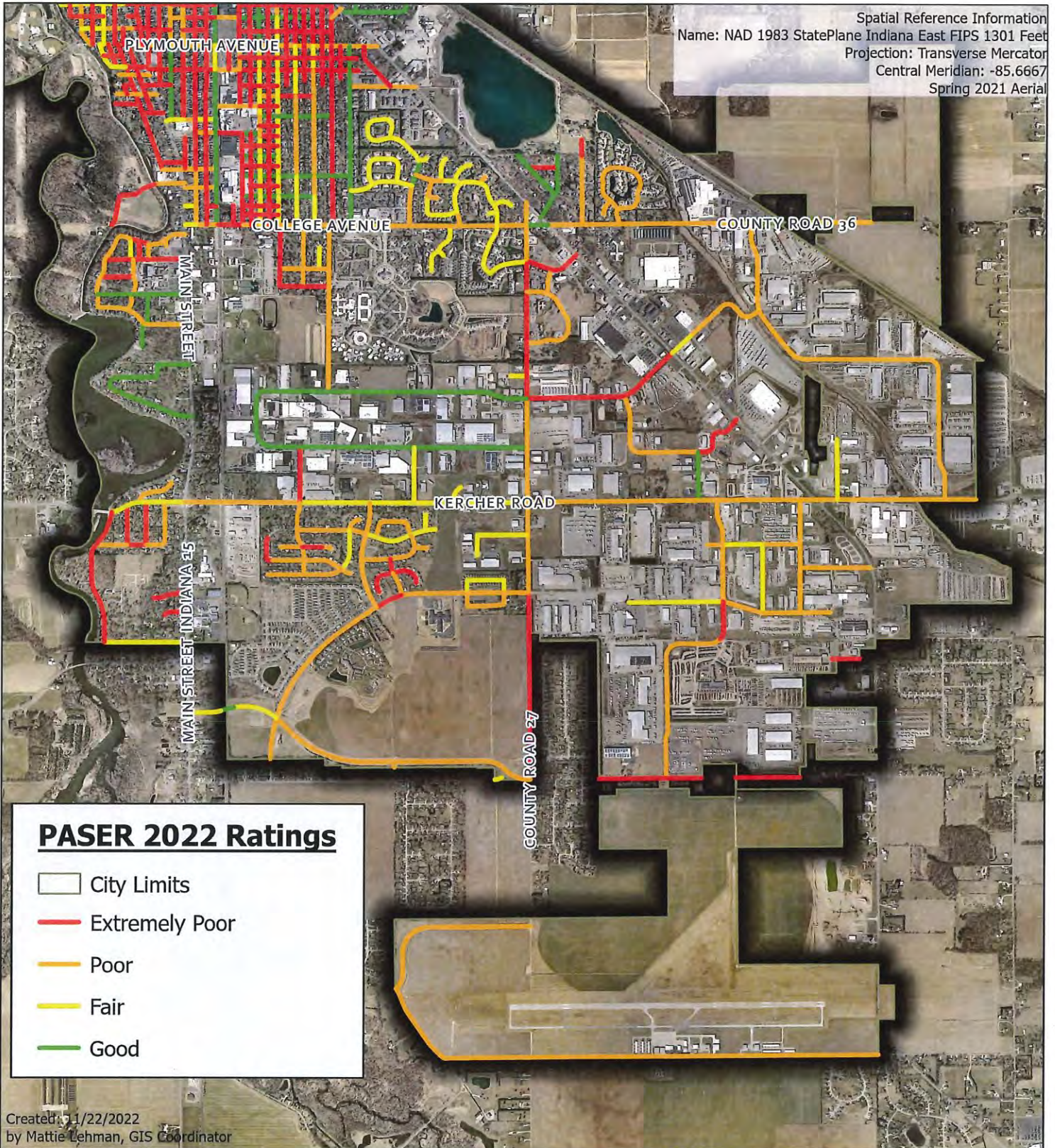


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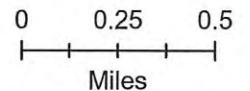


**PASER 2022 Ratings**

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- Extremely Poor
- Poor
- Fair
- Good

Created: 11/22/2022  
 by Mattie Lehman, GIS Coordinator

**City of Goshen - Southeast  
 2022 - PASER Ratings**



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**The City of Goshen**  
 Department of Public Works &  
 Safety Office of Engineering

204 East Jefferson Street, Goshen, Indiana 46528  
 Phone: 574-534-2201 Fax: 574-533-8626

# 2022 PAVEMENT MANAGEMENT REPORT

December 5<sup>th</sup>, 2022




- Overview
- PASER system
- Existing Conditions
- Preservation Strategy
- Recommendations

- The City of Goshen currently has 153 centerline miles or 312 lane miles of roadway
- This report assesses the current pavement conditions
- Results will be used as a basis in developing a preservation strategy
- Also used in scheduling maintenance activities for the following year

- Roads are evaluated every 2 years using the Pavement Surface Evaluation and Rating system (PaSER)
- PaSER scores each road segment from 0-10 based on the worst characteristics of the segment
- Each segment score is given a recommended maintenance treatment

PASER Rating	Pavement Quality
10	Excellent
9	↑ Fair ↓
8	
7	
6	↓ Fair ↑
5	
4	
3	
2	↓ Poor ↑
1	



- Overview

● PASER system

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**Ratings 8-10**

- Few visible distresses
- Can have occasional transverse tracks 40 feet or more apart
- require routine maintenance such as street sweeping and crack sealing



8 Rating

**Ratings 5-7**

- Starting to show signs of traffic wear
- Transverse cracks opening to greater than 1/4"
- Small amounts of block cracking and raveling
- require preventive maintenance such as slurry seal or micro-surface



6 Rating

**Ratings 3-4**

- Severe surface raveling, block cracking, and alligator cracking on 25-50% or surface
- Minor wheel path rutting
- Require structural improvements, primarily mill and overlays with areas of full-depth patching



4 Rating

**Ratings 1-2**

- Severe distresses and/or rutting on majority of surface
- Large areas of alligator cracking
- REQUIRE FULL RECONSTRUCTION



2 Rating



- Overview
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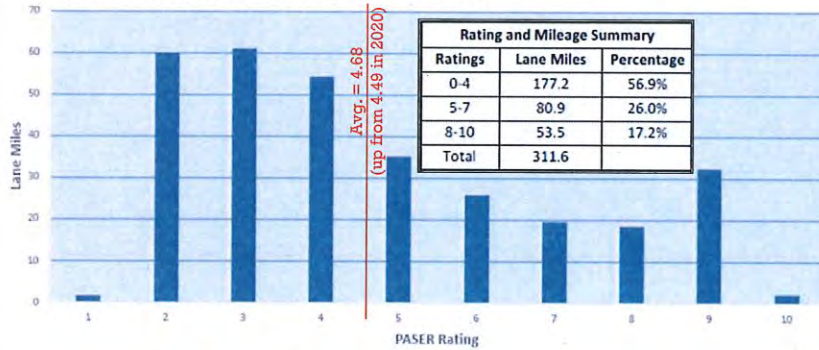
**PaSER Rating and Maintenance Cost Breakdown per Centerline Mile**

Cost Summary of Goshen's Roadway Network (Based on 2022 PASER Ratings)					
PASER Rating	Centerline Miles	Treatment	Estimated Cost Per Mile	Estimated Cost	Typical Performance Period (Years)
8-10 (Good)	26.1	Crack Seal	\$8,500	\$221,850	2-4
7 (Fair)	9.3	Chip Seal	\$23,000	\$213,900	4-6
6 (Fair)	12.9	Slurry Seal	\$33,500	\$432,150	4-6
5 (Fair)	17.3	Micro-Surface	\$65,000	\$1,124,500	5-7
4 (Poor)	26.7	Mill & Overlay w/ 5% Full-Depth Patching	\$175,000	\$4,672,500	5-10
3 (Poor)	30.0	Mill & Overlay w/ 25% Full-Depth Patching	\$330,000	\$9,900,000	5-10
1-2 (Poor)	30.9	Full Reconstruction	\$1,070,000	\$33,063,000	20-30
<b>Total =</b>				<b>\$49,627,900</b>	

\*2022 ratings collected in March

→ \$47.1 MM in 2020

**PaSER Rating Breakdown per Lane Mile**





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The pavement preservation strategy is an important component of the management plan as it outlines a systematic approach to pavement maintenance

Preservation strategies can be very basic, such as a “fix the worst first” strategy or can be very complex using historical data on pavement treatments and maintenance costs to develop pavement degradation curves and document the benefits of each type of treatment to develop an optimal approach to minimize life-cycle maintenance expenses.

The following tables are an example that roughly represent the City’s current approach:

Arterial-Collector			
Year	Est. PASER	Treatment	Est. Cost
3	9	Crack Seal	\$ 6,000
7	7	Crack Seal	\$ 6,000
15	4	2" Mill and Overlay	\$ 110,000
19	7	Crack Seal	\$ 6,000
23	5	Crack Seal	\$ 6,000
27	4	Crack Seal	\$ 6,000
30	3	Reconstruction <sup>^</sup>	\$ 900,000
<b>Total Life Cycle Cost</b>			<b>\$1,040,000</b>
<b>Yearly Cost</b>			<b>\$ 30,000</b>

Local			
Year	Est. PASER	Treatment	Est. Cost
4	8	Crack Seal	\$ 6,000
8	6	Crack Seal	\$ 6,000
12	5	Crack Seal	\$ 6,000
20	3	2" Mill and Overlay	\$ 110,000
24	6	Crack Seal	\$ 6,000
28	5	Crack Seal	\$ 6,000
33	3	2" Mill and Overlay	\$ 110,000
37	6	Crack Seal	\$ 6,000
41	4	Crack Seal	\$ 6,000
45	3	Reconstruction - Minor Road <sup>^</sup>	\$ 550,000
<b>Total Life Cycle Cost</b>			<b>\$ 812,000</b>
<b>Yearly Cost</b>			<b>\$18,044.44</b>

<sup>^</sup>Note - The Costs do not include any necessary additional expenditures such as professional design services, right-of-way acquisition, utility relocation, etc.



- Overview
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- **Preservation Strategy**
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The table below summarizes the estimated life cycle of the pavement resulting from the current preservation approach:

	Arterial-Collector	Local
Total Lane Miles	71.1	240.6
Total Life Cycle Cost per Lane Mile	\$ 1,040,000	\$ 812,000
Yearly Average Cost per Lane Mile	\$ 30,000	\$ 18,044
Resulting Average PASER	5.93	5.16
% PASER 5 & over	77%	58%
% PASER 4 & over	97%	84%
Yearly Required Lane Miles Per Activity		
Reconstruction	2.4	-
Reconstruction - Minor Road	-	5.3
2" Mill and Overlay	2.4	10.7
Crack Seal	11.9	37.4
Required Yearly Expenditure	\$ 2,133,000	\$ 4,340,754

- The values shown in the above table assume that the current road network is already at the desired average PASER rating. Additional expenditures would be required over time to bring the network up to the desired level.
- Expenditure levels as part of the preservation strategy can be manipulated to result in a desired level for the average PASER rating for each road classification group.
- Note that the required expenditures represented in the table are often supplemented to some level with federal assistance, grant money, and funds from the City's Redevelopment Commission.



- Overview
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The following table shows the lane miles completed for each maintenance activity over the last 4 years given the current funding and manpower available relative to the amounts suggested in the pavement management plan's preservation strategy:

**Lane Miles per Maintenance Activity**

	2019	2020	2021	2022	AMP
Concrete - Joint/Crack Sealing	-	-	4.4	-	-
Concrete - Slab Replacement	1.8	2.4	2.5	2.5	0.6
Concrete - Full Depth Repairs					
Crack Seal	0.7	22.7	15.3	9.3	45.6
Mill and Overlay - 1.5"	6.3	-	19.8	-	12.3
Mill and Overlay - 2"	-	-	10.4	8.3	
Overlay - 1.5"	-	-	0.2	0.4	-
Reconstruction - Asphalt	5.9	2.3	6.9	1.0	7.0
Overlay <1.5"	1.9	-	-	-	-



- Overview

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- Adopt this plan as a framework for future maintenance and rehabilitation of the City of Goshen's Streets.
- The City should consider investment in a comprehensive pavement management program and preservation strategy to better optimize each dollar spent.
- The City should retain an asset manager to provide additional review and evaluation of appropriate funding distributions.





**Richard Aguirre, City Clerk-Treasurer**  
**CITY OF GOSHEN**

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

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

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

**To:** Board of Works and Safety  
**From:** Jeffery Weaver, Deputy Clerk-Treasurer  
**Date:** December 5, 2022  
**Subject:** Agreement with Baker Tilly, US for ADP Workforce Technology Solutions Support

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Attached for the Board's approval are two agreements with Baker Tilly, US for ADP Workforce Technology Solutions Support. ADP Workforce Now is the software the City uses for payroll services. One agreement is for City and Pension payroll, the second agreement is for Utilities payroll.

In 2021 the City contracted with Baker Tilly to provide additional support for ADP setup and support. The agreement gives the City a direct line to experienced ADP support technicians as well as compliance and consulting support. In the first year of implementation, the payroll staff observed much quicker problem resolution, proactive tax compliance support, and consistent specialized help over the phone and through email. The support also provides guidance on data automation and communication with the City's Incode system, INPRS, and the Right Stuff software that the City continues to slowly implement.

The billing for this service will not increase in 2023. Our payments go directly to Baker Tilly who then pay technology fees to ADP on behalf of the City.

**Suggested motion:**

Approve the two agreements and authorize the Clerk-Treasurer to execute the two agreements with Baker Tilly, US for ADP Workforce Technology Solutions Support.

# City of Goshen

Start November 1, 2022

## Table Of Contents

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**Introduction**

**Service Summary**

**Payment Schedule**

**General Terms and Conditions**

**Agreement Summary**

**Audit Trail**

## Introduction

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Hello Richard,

I've prepared a renewed engagement letter effective November for the next year. There are no changes to fees for the upcoming year.

If you have any questions, please reach out to Noah Pleshek at [noah.pleshek@bakertilly.com](mailto:noah.pleshek@bakertilly.com) or 920-739-3319

**This engagement is for City.**

Noah Pleshek



## Service Summary

Company Code 5Y3 - City

### Baker Tilly Workforce Technology Solutions - HR Plus Bundle

- Exclusive access to Baker Tilly's dedicated ADP software and services support team via direct phone line and email.
- Compliance consulting services, if requested, relating to federal and state payroll filings (W-2, 941, etc.). Services available to be provided up to 2 times per calendar year.
- Assistance as requested with tax notice submission to ADP, resolution tracking, and follow up through resolution.
- Consulting relating to annual employee updates for wages, benefits, deductions, etc.. (guidance with updating employee records)
- Ongoing support including assistance with:
  - General earnings/deduction code maintenance and setup
  - Garnishment/Levy/Child Support setup
  - Mediation between ADP support and you to help resolve issues or answer questions
- Escalation of support issues at ADP to resolve if we deem it necessary to resolve through non-standard channels.
- General payroll inquiries that do not require significant time (10 minutes or less) or specialized knowledge or skills to answer.
- This service includes ADP software and technology fees related to your Payroll Essentials, HR Management, Onboarding, and Document Cloud modules for up to 300 active employees and 1 state and local jurisdictions.

### Baker Tilly Workforce Technology Solutions - Benefits Administration w/ ACA Reporting

- **Requires HR Plus bundle or higher tier**
- This service includes ADP software and technology fees related to ADP's Benefits Administration module, including ACA reporting for up to 300 active employees

Company Code 6YJ - City

### Baker Tilly Workforce Technology Solutions - HR Plus Bundle

- Exclusive access to Baker Tilly's dedicated ADP software and services support team via direct phone line and email.
- Compliance consulting services, if requested, relating to federal and state payroll filings (W-2, 941, etc.). Services available to be provided up to 2 times per calendar year.
- Assistance as requested with tax notice submission to ADP, resolution tracking, and follow up through resolution.

- Consulting relating to annual employee updates for wages, benefits, deductions, etc.. (guidance with updating employee records)
- Ongoing support including assistance with:
  - General earnings/deduction code maintenance and setup
  - Garnishment/Levy/Child Support setup
  - Mediation between ADP support and you to help resolve issues or answer questions
- Escalation of support issues at ADP to resolve if we deem it necessary to resolve through non-standard channels.
- General payroll inquiries that do not require significant time (10 minutes or less) or specialized knowledge or skills to answer.
- This service includes ADP software and technology fees related to your Payroll Essentials, HR Management, Onboarding, and Document Cloud modules for up to 35 active employees and 1 state and local jurisdictions.

#### Baker Tilly Workforce Technology Solutions - Benefits Administration w/ ACA Reporting

- **Requires HR Plus bundle or higher tier**
- This service includes ADP software and technology fees related to ADP's Benefits Administration module, including ACA reporting for up to 35 active employees

# Payment Schedule

Company Code 5Y3 - City

\$3,015.00 every month
Baker Tilly Workforce Technology Solutions - HR Plus Bundle Baker Tilly Workforce Technology Solutions - Benefits Administration w/ ACA Reporting
Billed every month from 1st November, 2022 Services billed until change required

Company Code 6YJ - City

\$350.00 every month
Baker Tilly Workforce Technology Solutions - HR Plus Bundle Baker Tilly Workforce Technology Solutions - Benefits Administration w/ ACA Reporting
Billed every month from 1st November, 2022 Services billed until change required

## General Terms and Conditions

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

Dear Richard R. Aguirre,

### ENGAGEMENT LETTER – **Baker Tilly US** and **City of Goshen**

This Statement of Work and the standard business terms attached hereto (collectively, the “Engagement Agreement”) confirms the services City of Goshen, its successor or additional business entities (“the Company” or “you”) has asked Baker Tilly US, LLP (“Baker Tilly”, we”, us” or “our”) to perform and the terms under which we have agreed to provide the services.

Please read this Engagement Agreement carefully, because it outlines expectations and responsibilities for both Baker Tilly and the Company. The intention of this Engagement Agreement is to confirm your agreement with what is included with our services as well as the limitations of the services you have asked us to perform. If you have any questions regarding this letter please call to discuss prior to signing it.

#### **Services To Be Provided**

You have requested that we will assist you in the initial coordination of ADP’s processing of your payroll and ADP’s providing of certain other human resource (“HR”) related services as outlined below. These services will be provided to you by ADP via ADP’s Workforce Now cloud-based software. Following the initial coordination of the services to be provided by ADP we will provide you with ongoing coordination and assistance as follows:

- Access to dedicated ADP software and services support team via direct phone line and email
- Compliance consulting services, if requested, relating to federal and state payroll filings (W-2, 941, etc.). Services available to be provided up to 2 times per calendar year.
- Assistance as requested with tax notice submission to ADP, resolution tracking, and follow up through resolution.
- Consulting relating annual rate increases/decreases for wages, benefits, deductions, etc.. (guidance with updating employee records)
- Ongoing support including assistance with:
  - General earnings/deduction code maintenance and setup
  - Garnishment/Levy/Child Support setup
  - Mediation between ADP support and you to help resolve issues or answer questions
  - Escalation of support issues at ADP to resolve if we deem it necessary to resolve through non-standard channels.
  - General payroll inquiries that do not require significant time (10 minutes or less) or specialized knowledge or skills to answer.
- Implementation and pre-engagement support
  - Assistance with system and service selection

- Coordination of product demonstrations and other telephone/video conferences
- Assistance in gathering required information for implementation
- Ongoing support and coordination throughout the implementation process (can be up to 6 months long)
- Organization and coordination of implementation meetings between client and ADP implementation team. Providing expectations to both sides for results and timeline and assistance with delegation of responsibilities throughout implementation.

The objective of our engagement is to provide you with the tools and support to process your payroll and other human resource (“HR”) related functions. Additional services and tools may be available to you outside of this engagement. If additional needs are identified by us or you, a separate Statement of Work will be necessary to facilitate us providing those additional services to you.

## **Our Responsibilities and Limitations**

We will not perform management functions or make management decisions and are not responsible for the ongoing performance, training and development of Company associates or management. Baker Tilly, in its sole professional judgment, reserves the right to refuse to take any action that could be construed as making management decisions or performing management functions and will notify the Company of such refusal.

We will not perform any activities that are management’s responsibility, including, but not limited to the following:

- determining or changing journal entries, any account codings or classifications of transactions, or any other accounting records without first obtaining your approval
- authorizing, approving, executing or consummating transactions or otherwise exercising authority on your behalf
- preparing source documents, in electronic or other form, that evidence the occurrence of a transaction making changes to source documents without your approval
- accepting responsibility to authorize or execute payment of your funds, electronically or otherwise
- releasing payroll information to ADP or any other entity designated by you without your prior review, approval and authorization
- accepting responsibility to sign or cosign your checks
- maintaining your bank account or otherwise having custody of your assets or funds
- making credit or banking decisions on your behalf
- approving vendor invoices for payment
- designing, implementing, maintaining or performing ongoing evaluations of your internal control

Our services do not include independent contractor classifications, labor regulation compliance or Employee Retirement Income Security Act compliance.

We are not being engaged to prepare, process, or compile your payroll and employee records. We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us or to ADP for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion.

In addition to ADP, we may, from time to time, and depending on the circumstances, use other third-party service providers in assisting with the coordination of the services to be provided to you by ADP, and in providing that assistance, may share confidential information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence 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 services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. However, at your request, we can develop a separate engagement to identify potential deficiencies or material weaknesses in your internal control as it relates to the processing of your payroll.

## **Management's Responsibilities, Representations, and Warranties**

In connection with the payroll related services to be provided, management agrees to:

- Assume all management responsibilities, including making all management decisions and performing all management functions.
- Oversee the services, by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.

You are responsible for the accuracy of the payroll and all other information that you provide to ADP. It is your responsibility to review and approve all payroll reports and other payroll related information prepared by ADP, including any payment or direct deposit amounts. ADP's processing of your payroll and ADP's providing of HR related services as outlined above is subject to the terms and conditions agreed upon by you and ADP. You agree that Baker Tilly has no responsibility or liability whatsoever for ADP's performance in processing your payroll and ADP's performance in providing the applicable HR related services as outlined above and waive any claims against Baker Tilly related to ADP's performance of its obligations under the terms and conditions that you and ADP agreed upon.

In connection with the payroll related services to be provided, You represent and warrant to us that:

- You have full power and authority to provide any information necessary to utilize the Services.
- All information provided to us and/or ADP in order to utilize the Services is true and accurate, including all information submitted to ADP for registration and billing.
- You grant to us permission to process the information you provide to us, and to share the same with ADP as may be necessary to provide the Services as stated in the prior section of this engagement letter.
- You are only using ADP money movement services to disburse payroll related payments in compliance with applicable anti-money laundering laws, rules and regulations.

Under Rule 1.700.040 of the AICPA Code of Professional Conduct, we are required to obtain your specific consent before disclosing your confidential information to ADP, a third party service provider. By signing this engagement letter you specifically consent to our disclosure of your confidential information to ADP to the extent necessary to perform the Services. Such information may include, but is not limited to, employee information and documentation, corporate ID verification documents, historical payroll tax returns, state and federal power of attorney forms, payroll funding information and bank account details.

## **Record Retention**

By signing this Engagement Agreement you confirm that you agree that Baker Tilly is not liable for record retention. You at all times assume responsibility for the decision to maintain hard copies of your original documents.

All work paper and miscellaneous report copies that we are not required to retain are shredded at the conclusion of the Services. At the end of seven years files may be destroyed.

In the unlikely event that we do obtain any hard copy documents from you, all original paper documents provided by you will be returned to you promptly as our services are complete. We do not keep copies of all documents. It is your responsibility to safeguard your documents in case of future need. We may occasionally keep some copies we deem necessary to our Services.

## **Ownership of Workpapers**

The documentation related to this engagement, including any workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory record retention requirements. If we are required by law, regulation, or professional standards to make certain documentation available to Regulators, the Company hereby authorizes us to do so.

## **Engagement Fees**

Invoices for the services provided will be rendered at the beginning of each month as work progresses and are payable on presentation in accordance with the attached billing schedule. A charge of 1.5% per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our payroll related services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our fees, as summarized in the Payment Schedule provided, are based upon the current payroll [and HR] laws and regulations that have been issued and are effective as of the date of this letter. Should additional laws and regulations be issued subsequent to, or become effective for the periods covered by this engagement, our fees may be adjusted accordingly.

## ***Transition Services***

One-time fees to transition your records onto the ADP software outlined in the Service Summary and Payment Schedule sections will be due upon signing this Statement of Work. No transition work will commence until payment is received. Additional fees may be charged if the balances provided at the time of transition are not already reconciled to source documents or cannot otherwise be easily verified for their completeness and accuracy. We will bring these items to your attention when discovered and discuss necessary procedures and fees.

## ***Monthly Services***

Our monthly fee for payroll services is based on our understanding of your needs and structure as outlined in detail in the Services to be Provided section as well as the Service Summary section of this Statement of Work. The Company will be billed in accordance with the outlined recurring fees detailed in the Payment Schedule provided each month for these services. Invoices will be issued at the beginning of each month for services to be performed that month and are due upon receipt. These fees are comprised of a combination of software, support, and technology fees paid to ADP on your behalf and general support services provided by Baker Tilly staff. Of the fees above, based on your current number of employees and tax jurisdictions (detailed in the Service Summary), it is estimated that 65% will relate to fees to be paid to ADP by Baker Tilly on your behalf. The remainder of your fees relate to services to be provided by us as outlined in the "Services to be Provided" section of this Statement of Work. Baker Tilly will promptly pay all ADP fees associated with this Statement of Work. Should the Client engage with ADP for additional services, a new statement of work may be required to ensure ADP fees are addressed. Fees are subject to an annual review and also may be increased at any time due to changes in scope of services, technology, and labor costs.

- ADP software bundles and tools to be provided to you by ADP under the terms of your separate agreement with ADP are outlined in the Service Summary section of this Statement of Work.

The Company is responsible for any other out-of-pocket fees and expenses required in the course of providing our services other than the ADP services described above. We will obtain your approval prior to incurring significant out-of-pocket expenses. In addition, you may incur additional expenses with ADP for state/city applied for fees, wire transfer initiations, NSF charges, check/ACH reversals, check/payment reissuances, and early cashing of ADP TotalPay checks. These additional expenses will be paid to ADP by Baker Tilly and will be billed back to you as they are assessed.

Special projects may be also be required from time to time. Individual projects expected to be more than \$1,000 to complete will be explained and quoted prior to the commencement of work in a Scope Change Request.

During transition and thereafter, a successful working relationship requires a significant commitment on our part, as well as yours. You are responsible for providing information in a timely manner and by agreed upon due dates including responses to questions, calls for decisions, and devoting the resources necessary to achieve the objectives of the services. If the information you provide is not submitted in a timely manner or is incomplete or unusable, we reserve the right to charge additional fees and expenses for services required to correct the problem and/or update your accounting records upon receipt of past-due information. If this occurs, we will contact you to discuss the matter and the anticipated delay in performing our services.

### **Suspension or Termination of Services**

We reserve the right to suspend or terminate our services, with 60 days prior notice in the event of nonpayment or other material default on your part that has not be cured within 10 days of written notice being provided to you of such default..

If our provision of services to you ends for any reason, you will have the option to continue any ADP services at your expense and will be subject to general ADP retail terms and pricing. You understand that if you do not assume responsibility for these services that they may be cancelled. Additional fees may apply if you request copies (digital or hard copy) of records from ADP.

If the provision of services is suspended or terminated as provided herein, you agree that we will not be responsible for your failure to meet government and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages, including consequential damages.

### **Acknowledgement**

The following signatures acknowledge the agreement to conduct the project as defined within this Statement of Work and in Baker Tilly's Standard Business Terms attached to this Statement of Work and incorporated herein. If you are in agreement with this letter, please sign the letter below as well as the last page of the Standard Business Terms. If you have any questions regarding this Engagement Agreement, please contact Noah Pleshek at [noah.pleshek@bakertilly.com](mailto:noah.pleshek@bakertilly.com).

Yours sincerely,

**Baker Tilly US**

### **Acknowledgment of Terms of Engagement**

By signing below, I confirm I have the authority to contract on behalf of City of Goshen I hereby agree to the terms of engagement dated November 1, 2022 as set out above in this letter of engagement.

I, Richard R. Aguirre, of City of Goshen confirm that I understand and agree to the terms of engagement.



Signed:

Print Name: Richard R. Aguirre

Date:

# EXHIBIT A

## Baker Tilly US, LLP Standard Business Terms Rev. June 2021

These Standard Business Terms (Terms) govern the services provided by Baker Tilly US, LLP (Baker Tilly, we, us or our) set forth in the Statement of Work to which these Terms are attached (the Services). These Terms, together with the Statement of Work to which they are attached, constitute the entire understanding and agreement between the client identified on such Statement of Work (the Client) and Baker Tilly with respect to the Services described in the Statement of Work (collectively, the Statement of Work and these Terms are referred to as the Agreement) and supersede and incorporate all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. This Agreement's provisions shall not be deemed modified or amended by the conduct of the parties. If there is a conflict between these Terms and the terms of any Statement of Work, these Terms shall govern.

Section 1. Confidentiality. – With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party (the Disclosing Party) as “Confidential Information” either by marking it as “confidential” prior to disclosure to the receiving party (the Recipient) or, if such information is disclosed orally or by inspection, then by indicating to the Recipient that the information is confidential at the time of disclosure and confirming in writing to the Recipient, the confidential nature of the information within ten (10) business days of such disclosure, the Recipient agrees to: (i) protect the Confidential Information in the same manner in which it protects its confidential information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (A) publicly known, (B) already known to the recipient; (C) disclosed to a third party without restriction; (D) independently developed; or (E) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the Services performed. Subject to the foregoing, Baker Tilly may disclose Client's Confidential Information to its subcontractors and subsidiaries.

Section 2. Deliverables – (a) Materials specifically prepared by Baker Tilly for Client as a deliverable under a Statement of Work (each a Deliverable) may, when fully paid for by Client, be used, copied, distributed internally, and modified by Client but solely for its internal business purposes. Client shall not, without Baker Tilly's prior written consent, disclose to a third party, publicly quote or make reference to the Deliverables. Baker Tilly shall retain all right, title and interest in and to: (i) the Deliverables, including but not limited to, all patent, copyright, trademark and other intellectual property rights therein; and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the Deliverables or that Baker Tilly may develop or supply in connection with this Agreement (the Baker Tilly Knowledge). Subject to the confidentiality restrictions contained in Section 1, Baker Tilly may use the Deliverables and the Baker Tilly Knowledge for any purpose.

(b) The documentation for this engagement, including the workpapers, is not part of the Deliverables, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records; so we will return such records to you at the completion of the Services rendered under this engagement. When such records are returned to you, it is the Company's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to Regulators, Client hereby authorizes us to do so.

(c) Baker Tilly and the Company acknowledge that, at the time of the execution of this Engagement Letter, federal, state and local governments, both domestic and foreign, have restricted travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, Baker Tilly has restricted its employees from travel and onsite work, whether at a client facility or Baker Tilly facility, to protect the health of both Baker Tilly and its clients' employees. Accordingly, to the extent that any of the Services described in this Engagement Letter requires or relies on personnel to travel and/or perform work onsite, then Baker Tilly and the Company acknowledge and agree that when the performance of such work depends on physical access to Client's facilities, then such work may be supplanted with alternative procedures, or may be delayed, significantly or indefinitely and/or suspended at Baker Tilly's discretion. Baker Tilly and the Company agree to provide the other with prompt written notice in the event any of the onsite Services described herein, such as inventory observations and other procedures, will need to be supplanted, rescheduled and/or suspended. Baker Tilly and the Company also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the Services described herein. Baker Tilly will obtain the Company's prior written approval for any increase in the cost of Baker Tilly Services that may result from the situation surrounding COVID-19.

Section 3. Acceptance – Client shall accept Deliverables which (i) substantially conform to the specifications in the Statement of Work or (ii) where applicable, successfully complete the mutually agreed to acceptance test plan described in the Statement of Work. Client will promptly give Baker Tilly written notification of any nonconformance of the Deliverables with such requirements (Nonconformance) within thirty (30) days following delivery of such Deliverables, and Baker Tilly shall have a reasonable period of time, based on the severity and complexity of the Nonconformance, to correct the Nonconformance so that the Deliverables substantially conform to the specifications. If Client uses the Deliverable before acceptance, fails to promptly notify Baker Tilly of any Nonconformance within such 30-day period, or delays the beginning of acceptance testing more than five (5) business days past the agreed upon date for the start of such acceptance testing as specified or otherwise determined under the Statement of Work, then the Deliverable shall be deemed irrevocably accepted by the Client.

Section 4. Standards of Performance – Baker Tilly shall perform its Services in conformity with the terms expressly set forth in this Agreement. Accordingly, our Services shall be evaluated on our substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown. Client acknowledges that the Services will involve the participation and cooperation of management and others of Client. Unless required by professional standards or Client and Baker Tilly otherwise agree in writing, Baker Tilly shall have no responsibility to update any of its work after its completion.

Section 5. Warranty – (a) Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and any Statement of Work entered into pursuant hereto and the person signing this Agreement or such Statement of Work on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement. (b) Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Baker Tilly to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Baker Tilly provides Services under this Agreement. (c) Baker Tilly warrants that any Services that it provides to Client under this Agreement and any Statement of Work will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Baker Tilly's warranty will be for Baker Tilly, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Baker Tilly's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Baker Tilly's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Baker Tilly or to the environment in which the Services are used (including the physical, network and systems environments) that are not authorized in writing by Baker Tilly. If Client does not notify Baker Tilly of a breach of Baker Tilly's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services. (d) Baker Tilly does not warrant any third-party product (each, a Product). All Products are provided to Client by Baker Tilly "AS IS." Baker Tilly will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client, recognizing that Baker Tilly is not the manufacturer of any Product, expressly waives any claim that Client may have against Baker Tilly based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each a Claim) with respect to any Product and also waives any right to indemnification from Baker Tilly against any such Claim made against Client by another. Client acknowledges that no employee of Baker Tilly or any other party is authorized to make any representation or warranty on behalf of Baker Tilly that is not in this Agreement. (e) This section 5 is Baker Tilly's only warranty concerning the Services and any deliverable, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, ACCURACY, TITLE, noninfringement or fitness for a particular purpose, or otherwise.

Section 6. Limitation on Damages and Indemnification – (a) The liability (including attorney’s fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the Services performed under this Agreement shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such Services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays, interruptions or viruses arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages. (b) As Baker Tilly is performing the Services solely for the benefit of Client, Client will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys’ fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services, Client’s use of the Deliverables, or this Agreement. (c) In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request. (d) Because of the importance of the information that Client provides to Baker Tilly with respect to Baker Tilly’s ability to perform the Services, Client hereby releases Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney’s fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current. (e) Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement. (f) The terms of this Section 6 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of Client, Baker Tilly or others), but these Terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These Terms shall also continue to apply after any termination of this Agreement. (g) Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the Services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Section 7. Personnel – During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months following completion, will be a fee equal to the hired person’s annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

Section 8. Data Privacy and Security – (a) To the extent the Services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing Services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly’s use of aggregated/de-identified data. (b) Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly’s policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at [dataprotectionofficer@bakertilly.com](mailto:dataprotectionofficer@bakertilly.com).

Section 9. Termination – (a) This Agreement may be terminated at any time by either party upon written notice to the other. However, upon termination of this Agreement, this Agreement will continue to remain in effect with respect to any Statement(s) of Work already issued at the time of such termination, until such Statements of Work are themselves either terminated or the performance thereunder is completed. (b) This Agreement and all Statements of Work may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors. (c) Client shall pay Baker Tilly for all Services rendered and expenses incurred as of the date of termination, and shall reimburse Baker Tilly for all reasonable costs associated with any termination. In the event that collection procedures are required, the Company agrees to be responsible for all expenses of collection including related attorneys’ fees. (d) Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Agreement shall survive the expiration or termination of this Agreement or any Statement of Work.

Section 10. Dispute Resolution – (a) Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation or termination of this Agreement shall be resolved as set forth in this Section using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant Services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations. (b) Because a breach of any the provisions of this Agreement concerning confidentiality or intellectual property rights will irreparably harm the nonbreaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the nonbreaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Section 11. Force Majeure – In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision (Force Majeure Event), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

Section 12. Taxes – Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the Taxes), all of which shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this Section 12.

Section 13. Notices – Any notice or communication required or permitted under this Agreement or any Statement of Work shall be in writing and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified on the signature page of this Agreement or such other address as either party may from time to time designate to the other using this procedure.



Section 14. Miscellaneous – (a) This Agreement and any Statement(s) of Work constitute the entire agreement between Baker Tilly and Client with respect to the subject matter hereof and supersede all prior agreements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof. No terms in any Client purchase order that are different from, or additional to, the terms of this Agreement will be accorded any legal effect and are specifically hereby objected to by Baker Tilly. This Agreement and any Statement of Work cannot be amended unless in writing and signed by duly authorized representatives of each party. Headings in this Agreement are included for convenience only and are not to be used to construe or interpret this Agreement. (b) In the event that any provision of this Agreement or any Statement of Work is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement or such Statement of Work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Agreement would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect. (c) Neither this Agreement, any Statement of Work, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Baker Tilly. Either party may assign and transfer this Agreement and any Statement of Work to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interests or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Agreement. (d) The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Illinois, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Agreement shall be brought exclusively in the State of Illinois. Both parties consent to the personal jurisdiction of the state and federal courts located in Illinois. (e) The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other. Baker Tilly shall have no authority to bind Client to any third-party agreement. Though the Services may include Baker Tilly's advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, Client. (f) The failure of either party at any time to enforce any of the provisions of this Agreement or a Statement of Work will in no way be construed as a waiver of such provisions and will not affect the right of party thereafter to enforce each and every provision thereof in accordance with its terms. (g) Client acknowledges that: (i) Baker Tilly and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability or security of Internet e-mail, and (iii) Baker Tilly shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption or alteration of any Internet e-mail. (h) Except to the extent expressly provided to the contrary, no third-party beneficiaries are intended under this Agreement. (i) The Services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation. (j) Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

## Agreement Summary

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Sender	<b>Baker Tilly US</b>
Recipient	<b>City of Goshen</b>
Effective Start Date	<b>November 1, 2022</b>
Payment Authority	<b>None</b>
Payment Method	<b>None</b>
Document ID	<b>prop_mngzwtrz3hrqaeibegda</b>
Status	<b>New</b>



## Audit Trail

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# City of Goshen

Start November 1, 2022

## Table Of Contents

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**Introduction**

**Service Summary**

**Payment Schedule**

**General Terms and Conditions**

**Agreement Summary**

**Audit Trail**



## Introduction

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Hello Richard,

I've prepared a renewed engagement letter effective November for the next year. There are no changes to fees for the upcoming year.

If you have any questions, please reach out to Noah Pleshek at [noah.pleshek@bakertilly.com](mailto:noah.pleshek@bakertilly.com) or 920-739-3319.

**This engagement is for Utilities.**

Noah Pleshek

## Service Summary

### Company Code 6YL - Utilities

#### Baker Tilly Workforce Technology Solutions - HR Plus Bundle

- Exclusive access to Baker Tilly's dedicated ADP software and services support team via direct phone line and email.
- Compliance consulting services, if requested, relating to federal and state payroll filings (W-2, 941, etc.). Services available to be provided up to 2 times per calendar year.
- Assistance as requested with tax notice submission to ADP, resolution tracking, and follow up through resolution.
- Consulting relating to annual employee updates for wages, benefits, deductions, etc.. (guidance with updating employee records)
- Ongoing support including assistance with:
  - General earnings/deduction code maintenance and setup
  - Garnishment/Levy/Child Support setup
  - Mediation between ADP support and you to help resolve issues or answer questions
- Escalation of support issues at ADP to resolve if we deem it necessary to resolve through non-standard channels.
- General payroll inquiries that do not require significant time (10 minutes or less) or specialized knowledge or skills to answer.
- This service includes ADP software and technology fees related to your Payroll Essentials, HR Management, Onboarding, and Document Cloud modules for up to 42 active employees and 1 state and local jurisdictions.

#### Baker Tilly Workforce Technology Solutions - Benefits Administration w/ ACA Reporting

- **Requires HR Plus bundle or higher tier**
- This service includes ADP software and technology fees related to ADP's Benefits Administration module, including ACA reporting for up to 42 active employees

# Payment Schedule

Company Code 6YL - Utilities

\$400.00 every month
Baker Tilly Workforce Technology Solutions - HR Plus Bundle Baker Tilly Workforce Technology Solutions - Benefits Administration w/ ACA Reporting
Billed every month from 1st November, 2022 Services billed until change required



## General Terms and Conditions

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

Dear Richard R. Aguirre,

### ENGAGEMENT LETTER – **Baker Tilly US** and **City of Goshen**

This Statement of Work and the standard business terms attached hereto (collectively, the “Engagement Agreement”) confirms the services City of Goshen, its successor or additional business entities (“the Company” or “you”) has asked Baker Tilly US, LLP (“Baker Tilly”, we”, us” or “our”) to perform and the terms under which we have agreed to provide the services.

Please read this Engagement Agreement carefully, because it outlines expectations and responsibilities for both Baker Tilly and the Company. The intention of this Engagement Agreement is to confirm your agreement with what is included with our services as well as the limitations of the services you have asked us to perform. If you have any questions regarding this letter please call to discuss prior to signing it.

#### **Services To Be Provided**

You have requested that we will assist you in the initial coordination of ADP’s processing of your payroll and ADP’s providing of certain other human resource (“HR”) related services as outlined below. These services will be provided to you by ADP via ADP’s Workforce Now cloud-based software. Following the initial coordination of the services to be provided by ADP we will provide you with ongoing coordination and assistance as follows:

- Access to dedicated ADP software and services support team via direct phone line and email
- Compliance consulting services, if requested, relating to federal and state payroll filings (W-2, 941, etc.). Services available to be provided up to 2 times per calendar year.
- Assistance as requested with tax notice submission to ADP, resolution tracking, and follow up through resolution.
- Consulting relating annual rate increases/decreases for wages, benefits, deductions, etc.. (guidance with updating employee records)
- Ongoing support including assistance with:
  - General earnings/deduction code maintenance and setup
  - Garnishment/Levy/Child Support setup
  - Mediation between ADP support and you to help resolve issues or answer questions
  - Escalation of support issues at ADP to resolve if we deem it necessary to resolve through non-standard channels.
  - General payroll inquiries that do not require significant time (10 minutes or less) or specialized knowledge or skills to answer.
- Implementation and pre-engagement support
  - Assistance with system and service selection

- Coordination of product demonstrations and other telephone/video conferences
- Assistance in gathering required information for implementation
- Ongoing support and coordination throughout the implementation process (can be up to 6 months long)
- Organization and coordination of implementation meetings between client and ADP implementation team. Providing expectations to both sides for results and timeline and assistance with delegation of responsibilities throughout implementation.

The objective of our engagement is to provide you with the tools and support to process your payroll and other human resource (“HR”) related functions. Additional services and tools may be available to you outside of this engagement. If additional needs are identified by us or you, a separate Statement of Work will be necessary to facilitate us providing those additional services to you.

## **Our Responsibilities and Limitations**

We will not perform management functions or make management decisions and are not responsible for the ongoing performance, training and development of Company associates or management. Baker Tilly, in its sole professional judgment, reserves the right to refuse to take any action that could be construed as making management decisions or performing management functions and will notify the Company of such refusal.

We will not perform any activities that are management’s responsibility, including, but not limited to the following:

- determining or changing journal entries, any account codings or classifications of transactions, or any other accounting records without first obtaining your approval
- authorizing, approving, executing or consummating transactions or otherwise exercising authority on your behalf
- preparing source documents, in electronic or other form, that evidence the occurrence of a transaction making changes to source documents without your approval
- accepting responsibility to authorize or execute payment of your funds, electronically or otherwise
- releasing payroll information to ADP or any other entity designated by you without your prior review, approval and authorization
- accepting responsibility to sign or cosign your checks
- maintaining your bank account or otherwise having custody of your assets or funds
- making credit or banking decisions on your behalf
- approving vendor invoices for payment
- designing, implementing, maintaining or performing ongoing evaluations of your internal control

Our services do not include independent contractor classifications, labor regulation compliance or Employee Retirement Income Security Act compliance.

We are not being engaged to prepare, process, or compile your payroll and employee records. We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us or to ADP for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion.

In addition to ADP, we may, from time to time, and depending on the circumstances, use other third-party service providers in assisting with the coordination of the services to be provided to you by ADP, and in providing that assistance, may share confidential information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence 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 services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. However, at your request, we can develop a separate engagement to identify potential deficiencies or material weaknesses in your internal control as it relates to the processing of your payroll.

## **Management's Responsibilities, Representations, and Warranties**

In connection with the payroll related services to be provided, management agrees to:

- Assume all management responsibilities, including making all management decisions and performing all management functions.
- Oversee the services, by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.

You are responsible for the accuracy of the payroll and all other information that you provide to ADP. It is your responsibility to review and approve all payroll reports and other payroll related information prepared by ADP, including any payment or direct deposit amounts. ADP's processing of your payroll and ADP's providing of HR related services as outlined above is subject to the terms and conditions agreed upon by you and ADP. You agree that Baker Tilly has no responsibility or liability whatsoever for ADP's performance in processing your payroll and ADP's performance in providing the applicable HR related services as outlined above and waive any claims against Baker Tilly related to ADP's performance of its obligations under the terms and conditions that you and ADP agreed upon.

In connection with the payroll related services to be provided, You represent and warrant to us that:

- You have full power and authority to provide any information necessary to utilize the Services.
- All information provided to us and/or ADP in order to utilize the Services is true and accurate, including all information submitted to ADP for registration and billing.
- You grant to us permission to process the information you provide to us, and to share the same with ADP as may be necessary to provide the Services as stated in the prior section of this engagement letter.
- You are only using ADP money movement services to disburse payroll related payments in compliance with applicable anti-money laundering laws, rules and regulations.

Under Rule 1.700.040 of the AICPA Code of Professional Conduct, we are required to obtain your specific consent before disclosing your confidential information to ADP, a third party service provider. By signing this engagement letter you specifically consent to our disclosure of your confidential information to ADP to the extent necessary to perform the Services. Such information may include, but is not limited to, employee information and documentation, corporate ID verification documents, historical payroll tax returns, state and federal power of attorney forms, payroll funding information and bank account details.

## **Record Retention**

By signing this Engagement Agreement you confirm that you agree that Baker Tilly is not liable for record retention. You at all times assume responsibility for the decision to maintain hard copies of your original documents.

All work paper and miscellaneous report copies that we are not required to retain are shredded at the conclusion of the Services. At the end of seven years files may be destroyed.

In the unlikely event that we do obtain any hard copy documents from you, all original paper documents provided by you will be returned to you promptly as our services are complete. We do not keep copies of all documents. It is your responsibility to safeguard your documents in case of future need. We may occasionally keep some copies we deem necessary to our Services.

## **Ownership of Workpapers**

The documentation related to this engagement, including any workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory record retention requirements. If we are required by law, regulation, or professional standards to make certain documentation available to Regulators, the Company hereby authorizes us to do so.

## **Engagement Fees**

Invoices for the services provided will be rendered at the beginning of each month as work progresses and are payable on presentation in accordance with the attached billing schedule. A charge of 1.5% per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our payroll related services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our fees, as summarized in the Payment Schedule provided, are based upon the current payroll [and HR] laws and regulations that have been issued and are effective as of the date of this letter. Should additional laws and regulations be issued subsequent to, or become effective for the periods covered by this engagement, our fees may be adjusted accordingly.

## ***Transition Services***

One-time fees to transition your records onto the ADP software outlined in the Service Summary and Payment Schedule sections will be due upon signing this Statement of Work. No transition work will commence until payment is received. Additional fees may be charged if the balances provided at the time of transition are not already reconciled to source documents or cannot otherwise be easily verified for their completeness and accuracy. We will bring these items to your attention when discovered and discuss necessary procedures and fees.

## ***Monthly Services***

Our monthly fee for payroll services is based on our understanding of your needs and structure as outlined in detail in the Services to be Provided section as well as the Service Summary section of this Statement of Work. The Company will be billed in accordance with the outlined recurring fees detailed in the Payment Schedule provided each month for these services. Invoices will be issued at the beginning of each month for services to be performed that month and are due upon receipt. These fees are comprised of a combination of software, support, and technology fees paid to ADP on your behalf and general support services provided by Baker Tilly staff. Of the fees above, based on your current number of employees and tax jurisdictions (detailed in the Service Summary), it is estimated that 65% will relate to fees to be paid to ADP by Baker Tilly on your behalf. The remainder of your fees relate to services to be provided by us as outlined in the "Services to be Provided" section of this Statement of Work. Baker Tilly will promptly pay all ADP fees associated with this Statement of Work. Should the Client engage with ADP for additional services, a new statement of work may be required to ensure ADP fees are addressed. Fees are subject to an annual review and also may be increased at any time due to changes in scope of services, technology, and labor costs.

- ADP software bundles and tools to be provided to you by ADP under the terms of your separate agreement with ADP are outlined in the Service Summary section of this Statement of Work.

The Company is responsible for any other out-of-pocket fees and expenses required in the course of providing our services other than the ADP services described above. We will obtain your approval prior to incurring significant out-of-pocket expenses. In addition, you may incur additional expenses with ADP for state/city applied for fees, wire transfer initiations, NSF charges, check/ACH reversals, check/payment reissuances, and early cashing of ADP TotalPay checks. These additional expenses will be paid to ADP by Baker Tilly and will be billed back to you as they are assessed.

Special projects may be also be required from time to time. Individual projects expected to be more than \$1,000 to complete will be explained and quoted prior to the commencement of work in a Scope Change Request.

During transition and thereafter, a successful working relationship requires a significant commitment on our part, as well as yours. You are responsible for providing information in a timely manner and by agreed upon due dates including responses to questions, calls for decisions, and devoting the resources necessary to achieve the objectives of the services. If the information you provide is not submitted in a timely manner or is incomplete or unusable, we reserve the right to charge additional fees and expenses for services required to correct the problem and/or update your accounting records upon receipt of past-due information. If this occurs, we will contact you to discuss the matter and the anticipated delay in performing our services.

### **Suspension or Termination of Services**

We reserve the right to suspend or terminate our services, with 60 days prior notice in the event of nonpayment or other material default on your part that has not be cured within 10 days of written notice being provided to you of such default..

If our provision of services to you ends for any reason, you will have the option to continue any ADP services at your expense and will be subject to general ADP retail terms and pricing. You understand that if you do not assume responsibility for these services that they may be cancelled. Additional fees may apply if you request copies (digital or hard copy) of records from ADP.

If the provision of services is suspended or terminated as provided herein, you agree that we will not be responsible for your failure to meet government and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any other damages, including consequential damages.

### **Acknowledgement**

The following signatures acknowledge the agreement to conduct the project as defined within this Statement of Work and in Baker Tilly's Standard Business Terms attached to this Statement of Work and incorporated herein. If you are in agreement with this letter, please sign the letter below as well as the last page of the Standard Business Terms. If you have any questions regarding this Engagement Agreement, please contact Noah Pleshek at [noah.pleshek@bakertilly.com](mailto:noah.pleshek@bakertilly.com).

Yours sincerely,

**Baker Tilly US**

### **Acknowledgment of Terms of Engagement**

By signing below, I confirm I have the authority to contract on behalf of City of Goshen I hereby agree to the terms of engagement dated November 1, 2022 as set out above in this letter of engagement.

I, Richard R. Aguirre, of City of Goshen confirm that I understand and agree to the terms of engagement.

Signed:

Print Name: Richard R. Aguirre

Date:

# EXHIBIT A

## Baker Tilly US, LLP Standard Business Terms Rev. June 2021

These Standard Business Terms (Terms) govern the services provided by Baker Tilly US, LLP (Baker Tilly, we, us or our) set forth in the Statement of Work to which these Terms are attached (the Services). These Terms, together with the Statement of Work to which they are attached, constitute the entire understanding and agreement between the client identified on such Statement of Work (the Client) and Baker Tilly with respect to the Services described in the Statement of Work (collectively, the Statement of Work and these Terms are referred to as the Agreement) and supersede and incorporate all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. This Agreement's provisions shall not be deemed modified or amended by the conduct of the parties. If there is a conflict between these Terms and the terms of any Statement of Work, these Terms shall govern.

Section 1. Confidentiality – With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party (the Disclosing Party) as “Confidential Information” either by marking it as “confidential” prior to disclosure to the receiving party (the Recipient) or, if such information is disclosed orally or by inspection, then by indicating to the Recipient that the information is confidential at the time of disclosure and confirming in writing to the Recipient, the confidential nature of the information within ten (10) business days of such disclosure, the Recipient agrees to: (i) protect the Confidential Information in the same manner in which it protects its confidential information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Agreement; and (iii) reproduce Confidential Information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (A) publicly known, (B) already known to the recipient; (C) disclosed to a third party without restriction; (D) independently developed; or (E) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the Services performed. Subject to the foregoing, Baker Tilly may disclose Client's Confidential Information to its subcontractors and subsidiaries.

Section 2. Deliverables – (a) Materials specifically prepared by Baker Tilly for Client as a deliverable under a Statement of Work (each a Deliverable) may, when fully paid for by Client, be used, copied, distributed internally, and modified by Client but solely for its internal business purposes. Client shall not, without Baker Tilly's prior written consent, disclose to a third party, publicly quote or make reference to the Deliverables. Baker Tilly shall retain all right, title and interest in and to: (i) the Deliverables, including but not limited to, all patent, copyright, trademark and other intellectual property rights therein; and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the Deliverables or that Baker Tilly may develop or supply in connection with this Agreement (the Baker Tilly Knowledge). Subject to the confidentiality restrictions contained in Section 1, Baker Tilly may use the Deliverables and the Baker Tilly Knowledge for any purpose.

(b) The documentation for this engagement, including the workpapers, is not part of the Deliverables, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records; so we will return such records to you at the completion of the Services rendered under this engagement. When such records are returned to you, it is the Company's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to Regulators, Client hereby authorizes us to do so.

(c) Baker Tilly and the Company acknowledge that, at the time of the execution of this Engagement Letter, federal, state and local governments, both domestic and foreign, have restricted travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, Baker Tilly has restricted its employees from travel and onsite work, whether at a client facility or Baker Tilly facility, to protect the health of both Baker Tilly and its clients' employees. Accordingly, to the extent that any of the Services described in this Engagement Letter requires or relies on personnel to travel and/or perform work onsite, then Baker Tilly and the Company acknowledge and agree that when the performance of such work depends on physical access to Client's facilities, then such work may be supplanted with alternative procedures, or may be delayed, significantly or indefinitely and/or suspended at Baker Tilly's discretion. Baker Tilly and the Company agree to provide the other with prompt written notice in the event any of the onsite Services described herein, such as inventory observations and other procedures, will need to be supplanted, rescheduled and/or suspended. Baker Tilly and the Company also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the Services described herein. Baker Tilly will obtain the Company's prior written approval for any increase in the cost of Baker Tilly Services that may result from the situation surrounding COVID-19.

Section 3. Acceptance – Client shall accept Deliverables which (i) substantially conform to the specifications in the Statement of Work or (ii) where applicable, successfully complete the mutually agreed to acceptance test plan described in the Statement of Work. Client will promptly give Baker Tilly written notification of any nonconformance of the Deliverables with such requirements (Nonconformance) within thirty (30) days following delivery of such Deliverables, and Baker Tilly shall have a reasonable period of time, based on the severity and complexity of the Nonconformance, to correct the Nonconformance so that the Deliverables substantially conform to the specifications. If Client uses the Deliverable before acceptance, fails to promptly notify Baker Tilly of any Nonconformance within such 30-day period, or delays the beginning of acceptance testing more than five (5) business days past the agreed upon date for the start of such acceptance testing as specified or otherwise determined under the Statement of Work, then the Deliverable shall be deemed irrevocably accepted by the Client.



Section 4. Standards of Performance – Baker Tilly shall perform its Services in conformity with the terms expressly set forth in this Agreement. Accordingly, our Services shall be evaluated on our substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown. Client acknowledges that the Services will involve the participation and cooperation of management and others of Client. Unless required by professional standards or Client and Baker Tilly otherwise agree in writing, Baker Tilly shall have no responsibility to update any of its work after its completion.

Section 5. Warranty – (a) Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and any Statement of Work entered into pursuant hereto and the person signing this Agreement or such Statement of Work on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement. (b) Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Baker Tilly to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Baker Tilly provides Services under this Agreement. (c) Baker Tilly warrants that any Services that it provides to Client under this Agreement and any Statement of Work will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Baker Tilly's warranty will be for Baker Tilly, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Baker Tilly's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Baker Tilly's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Baker Tilly or to the environment in which the Services are used (including the physical, network and systems environments) that are not authorized in writing by Baker Tilly. If Client does not notify Baker Tilly of a breach of Baker Tilly's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services. (d) Baker Tilly does not warrant any third-party product (each, a Product). All Products are provided to Client by Baker Tilly "AS IS." Baker Tilly will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client, recognizing that Baker Tilly is not the manufacturer of any Product, expressly waives any claim that Client may have against Baker Tilly based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right (each a Claim) with respect to any Product and also waives any right to indemnification from Baker Tilly against any such Claim made against Client by another. Client acknowledges that no employee of Baker Tilly or any other party is authorized to make any representation or warranty on behalf of Baker Tilly that is not in this Agreement. (e) This section 5 is Baker Tilly's only warranty concerning the Services and any deliverable, and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, ACCURACY, TITLE, noninfringement or fitness for a particular purpose, or otherwise.

Section 6. Limitation on Damages and Indemnification – (a) The liability (including attorney’s fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the Services performed under this Agreement shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such Services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays, interruptions or viruses arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages. (b) As Baker Tilly is performing the Services solely for the benefit of Client, Client will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys’ fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services, Client’s use of the Deliverables, or this Agreement. (c) In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request. (d) Because of the importance of the information that Client provides to Baker Tilly with respect to Baker Tilly’s ability to perform the Services, Client hereby releases Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney’s fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current. (e) Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement. (f) The terms of this Section 6 shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of Client, Baker Tilly or others), but these Terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These Terms shall also continue to apply after any termination of this Agreement. (g) Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the Services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Section 7. Personnel – During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months following completion, will be a fee equal to the hired person’s annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

Section 8. Data Privacy and Security – (a) To the extent the Services require Baker Tilly receive personal data or personal information from Client, Baker Tilly may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing Services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor in relation to Client personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. Client is responsible for notifying Baker Tilly of any data privacy laws the data provided to Baker Tilly is subject to and Client represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data. (b) Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at [dataprotectionofficer@bakertilly.com](mailto:dataprotectionofficer@bakertilly.com).

Section 9. Termination – (a) This Agreement may be terminated at any time by either party upon written notice to the other. However, upon termination of this Agreement, this Agreement will continue to remain in effect with respect to any Statement(s) of Work already issued at the time of such termination, until such Statements of Work are themselves either terminated or the performance thereunder is completed. (b) This Agreement and all Statements of Work may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors. (c) Client shall pay Baker Tilly for all Services rendered and expenses incurred as of the date of termination, and shall reimburse Baker Tilly for all reasonable costs associated with any termination. In the event that collection procedures are required, the Company agrees to be responsible for all expenses of collection including related attorneys' fees. (d) Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Agreement shall survive the expiration or termination of this Agreement or any Statement of Work.

Section 10. Dispute Resolution – (a) Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation or termination of this Agreement shall be resolved as set forth in this Section using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant Services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations. (b) Because a breach of any the provisions of this Agreement concerning confidentiality or intellectual property rights will irreparably harm the nonbreaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the nonbreaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Section 11. Force Majeure – In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision (Force Majeure Event), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

Section 12. Taxes – Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the Taxes), all of which shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this Section 12.

Section 13. Notices – Any notice or communication required or permitted under this Agreement or any Statement of Work shall be in writing and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified on the signature page of this Agreement or such other address as either party may from time to time designate to the other using this procedure.

Section 14. Miscellaneous – (a) This Agreement and any Statement(s) of Work constitute the entire agreement between Baker Tilly and Client with respect to the subject matter hereof and supersede all prior agreements, promises, understandings and negotiations, whether written or oral, regarding the subject matter hereof. No terms in any Client purchase order that are different from, or additional to, the terms of this Agreement will be accorded any legal effect and are specifically hereby objected to by Baker Tilly. This Agreement and any Statement of Work cannot be amended unless in writing and signed by duly authorized representatives of each party. Headings in this Agreement are included for convenience only and are not to be used to construe or interpret this Agreement. (b) In the event that any provision of this Agreement or any Statement of Work is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement or such Statement of Work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Agreement would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect. (c) Neither this Agreement, any Statement of Work, any claims nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by Client without the written consent of Baker Tilly. Either party may assign and transfer this Agreement and any Statement of Work to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interests or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Agreement. (d) The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Illinois, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Agreement shall be brought exclusively in the State of Illinois. Both parties consent to the personal jurisdiction of the state and federal courts located in Illinois. (e) The parties hereto are independent contractors. Nothing herein shall be deemed to constitute either party as the representative, agent, partner or joint venture of the other. Baker Tilly shall have no authority to bind Client to any third-party agreement. Though the Services may include Baker Tilly's advice and recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, Client. (f) The failure of either party at any time to enforce any of the provisions of this Agreement or a Statement of Work will in no way be construed as a waiver of such provisions and will not affect the right of party thereafter to enforce each and every provision thereof in accordance with its terms. (g) Client acknowledges that: (i) Baker Tilly and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability or security of Internet e-mail, and (iii) Baker Tilly shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption or alteration of any Internet e-mail. (h) Except to the extent expressly provided to the contrary, no third-party beneficiaries are intended under this Agreement. (i) The Services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation. (j) Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

## Agreement Summary

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Sender	<b>Baker Tilly US</b>
Recipient	<b>City of Goshen</b>
Effective Start Date	<b>November 1, 2022</b>
Payment Authority	<b>None</b>
Payment Method	<b>None</b>
Document ID	<b>prop_mngzuikbtqsaaeqardsq</b>
Status	<b>New</b>



## Audit Trail

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

## MEMORANDUM

**TO:** City of Goshen Stormwater Board  
**FROM:** Stormwater Department  
**RE:** **POST-CONSTRUCTION PLAN APPROVAL  
MAPLE CITY CHAPEL (JN: 2022-2003)**  
**DATE:** December 5, 2022

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The developer of Maple City Chapel, affecting one (1) or more acres of land and located at 2015 Lincolnway East, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Full document available upon request.

**Requested Motion: Accept the post-construction stormwater management plan for Maple City Chapel as it has been found to meet the requirements of City Ordinance 4329.**

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